

PROPOSAL CONTRACT

Proposal #: 014729
 Customer: Mountain View Whisman School
 750-A San Pierre Way
 Mountain View, CA 94043
 Attn: Brian Perron
 Bus: (650) 526-3500
 Mob: (650) 965-5266
 Email: bperron@mvwsd.org
 Fax:

Date: 1/15/2019
 Est. Code: MVWSD-Graham-Blke
 Job Site: Graham Middle School
 1175 Castro St.
 Mountain View, CA 94040
 Job Contact: Brian Perron
 Bus: (650) 526-3500
 Mob: (650) 965-5266
 Email: bperron@mvwsd.org
 Fax:



Quantity	Description		Total
LS	<p>DRYCO will furnish and install all labor, material, equipment and services required to construct the fencing at the above referenced project and as specified below.</p> <p style="text-align: center;">GRAHAM MIDDLE SCHOOL - BIKE ENCLOSURE</p> <p>10' Chain Link Enclosure: Furnish and install 10' tall galvanized chain link fencing at basketball court. Hoops removed by others as required. Includes approximately 45' by 70' layout. Posts to be 2-3/8" line, 2-7/8" terminal/corner and set in 12" by 3' deep concrete footings. Includes 1-5/8" top rail and bottom tension wire. Wire mesh to be 9ga with 2 diamond opening. Includes (2) EA 7' wide by 7' tall swing gates with standard fork latch. Excludes any ADA hardware, slats, painting, powder coating or other hardware not specified.</p> <p>NOTES & CLARIFICATIONS</p> <ol style="list-style-type: none"> 1. Work to be performed on one continuous mobilization, during regular work hours. 2. Proposal includes certified payroll. 3. Assuming DRYCO standards and details for construction. 4. Material specified is full weight. 4. Assuming clear access to all areas of work. 5. Excludes ADA hardware, painting, slats, powder coating, barb wire, razor ribbon, or hardware not specified. 	LS	\$18,500

DRYCO's Authorized Representative: 
 Taylor Zamaroni, Estimator

DRYCO proposes to complete the above work for the sum of \$18,500
 Note: This proposal may be withdrawn if not accepted within 30 days.

Customer Signature: 
 Mountain View Whisman School District

Date: 2/7/19
 Payment Terms: DUE UPON RECEIPT OF INVOICE

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and hereby accepted. DRYCO is authorized to do the work as specified. By signing this proposal, you are agreeing to our terms & conditions.

DRYCO TERMS AND CONDITIONS

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from enclosed specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control, such as weather, etc. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Bonds, Permits, Engineering Fees, etc. are not included in this proposal unless otherwise noted. If government or city specification alters the client's instruction, and additional costs are incurred, the extra costs will be passed onto the client.

Interest at the rate of 1 ½% per month will be charged on all unpaid balances over 30 days. In any action brought to enforce payment prevailing party will be entitled to reasonable attorney fees.

DRYCO shall not be liable for any damage or expense due to breakage of electric, gas, water lines or any other object not clearly marked or indicated at job site or on plot maps. This must be the Owner/Manager responsibility to advise contractor of said obstacles.

If asphalt or concrete encountered is thicker than total depth bid, cost for further excavation and replacement shall be negotiated on site by DRYCO's representative and the owner or owner's representative. If the subsurface is wet or inadequate and sub-base will not stabilize after compaction, then any additional cost for further excavation and replacement to stabilize the subsurface shall be negotiated on site by DRYCO's representative and the owner or owner's representative.

If seal coating is specified, DRYCO agrees to seal coat the asphalt pavement as outlined by this agreement with the product specified herein. The intended use of seal coating material is to resurface existing asphalt pavement and is not intended to restore badly cracked or broken base pavement, nor to permanently seal cracks subject to base movement. Cracks sealed and filled will open again.

Your attention is directed to Sections 8034, 8200 et seq., California Civil Code which requires us to notify you by way of California Preliminary Notice "that if bills are not paid in full for labor, services, equipment or material furnished, or to be furnished, the improved property (which is described herein) may be subject to liens." This statement is applicable to private work only. This is not a reflection on the integrity of you or any contractor or subcontractor.

Scheduling of work will be considered acceptance of all terms of this contract, and it becomes legal and binding without being signed.

DRYCO Construction, Inc. will be responsible for damage to property or injury to persons caused by or arising out of our work, but only to the extent caused by our negligent acts or omissions.

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.

SPECIAL NOTE: Due to the California soil conditions, DRYCO is not liable for cracks which will occur in your new pavement surface due to earth movement, soil expansion, soil contraction or tree roots. This note applies for new asphalt and concrete surfaces, and may occur during the Warranty period.

The Best Warranty/Guarantee in the Business.

Work is guaranteed against failure due to faulty material or workmanship, for a period of three years.

Non-payment as per terms of contract voids all warranties.