

**A & Y COMPANY**  
GENERAL ENGINEERING CONTRACTORS  
1613 INDUSTRIAL AVENUE  
NORCO, CA 92860-2948  
(951) 340-4190 / (951) 340-4196 FAX

ASPHALT PAVING, GRADING AND  
MAINTENANCE SPECIALISTS

State Contractors Lic. #494782

Date: May 25, 2023

Proposal # 2023-042-A-T

To: City of Corona, Utilities Department

Address: 755 Public Safety Way

City: Corona

State: CA

Zip: 92878

Phone: 951-903-9760 Email: [raul.arevalo@coronaca.gov](mailto:raul.arevalo@coronaca.gov) & [yarasharabi@coronaca.gov](mailto:yarasharabi@coronaca.gov)

Job Address: Railroad & Violet Corona Ca

Attention: Raul Arevalo

We propose to do the following scope of work: Asphalt Repair @ Railroad & Violet, Corona Ca:  
**Asphalt Repair @ Railroad & Violet, Corona Ca.**

- I. Remove & reconstruct approximately 9,557 SF. of existing asphalt pavement estimated thickness 6". Fine grade and compact existing subgrade soils in preparation to receive 6" thick new Hot Mix asphalt pavement.  
\* Soft or unsuitable subgrade soils or undermined areas are unknown therefore excluded in this proposal.
- II. After subgrade is compacted, graded and ready for placement of Hot Mix asphalt, apply SS1H tack coat to all vertical edges followed by placing a machine laid 4" base course of Type III C-2-PG64-10 rolled and compacted to proper density followed by placing a machine laid 2" thick Hot Mix asphalt wearing course compacted to proper 95% density. A 12" wide 2" grind along all asphalt transitions is included.  
\* Adjusting manholes/utility covers are not included.
- III. After pavement has properly cooled, layout and restripe with thermoplastic striping all affected arrows, lines, stop & stop bars and crosswalks.
- IV. Provide traffic control as indicated on Plan and WATCH Manual, including 4 message boards for 3 days.
- V. Work to be performed on a Saturday in June 2023. (June 6<sup>th</sup> was used in invitation to bid and was not clarified at the time of bid).
- VI. Provide Bonds for the project as required.
- VII. Work to be performed in one move in. Work hours 7:00 a.m. Till completed.

**Total Cost ..... \$117,777.00**

Due to the volatile nature of the current oil market, material prices are firm for 30 days

Exclusions: Permits, testing, subgrade stabilization of soft, unsuitable undermined, unclaimed pavements, damage, repair or adjusting to underground pipes, wires, etc. not properly installed, compacted or identified. Items not specifically listed here in.

Terms: Net upon completion, unless arrangements are made prior to start.

I/We have read the Terms and Conditions as outlined on the reverse side of this contract and agree that the above prices, specifications and terms are acceptable. I hereby authorize you to proceed with the work as described.

ACCEPTED: DATE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

COMPANY: A & Y Company

BY: \_\_\_\_\_

BY: 

TITLE: \_\_\_\_\_

TITLE: Allen Giese, President

Owner will pay A & Y Company the sum of upon completion and acceptance. However, should more than 30 consecutive calendar days be required to complete the above items, owner will make progressive payments upon the receipt of invoice(s) covering work completed to the date of invoice. Terms: Net upon completion, unless arrangements are made prior to start.

If payments are to be made from a construction loan, owner represents that the construction loan fund is sufficient to pay the contract price and for all extra work authorized or ordered by owner will do everything possible to expedite payments.

Owner hereby irrevocably authorizes and directs the construction lender to make all payments directly to A & Y Company when due. If this project is financed by owner, owner represents that there are sufficient funds set aside to pay the contract price and for all extra work authorized or ordered by and owner hereby irrevocably assigns funds to A & Y Company and authorized bank or ordered by and owner hereby irrevocably assigns A & Y Company and authorized bank or other custodian, trustee or escrow holder of said funds to pay same over to A & Y Company upon receipt of proper invoice(s) for work performed pursuant to this contract.

If owner is a corporation, the individual(s) who sign this contract/proposal on behalf of owner guarantee that owner will perform its obligations under this contract. This proposal, with terms and conditions as outlined on the reverse side hereof, when signed below, becomes a firm and binding contract.

### Terms and Conditions

1. The project will be constructed according to plans and specifications which have been examined by the owner and are made a part hereof by reference as if fully set forth herein. In the event of conflict, the plans shall control over the specifications and the provisions of this contract shall control both.
2. Owner will pay for all fees and in required by any public agency or utility.
3. This proposal shall expire at the end of 15 days from date of proposal unless accepted within such time or unless an extension in time is granted by A & Y Company. If after acceptance, this contract cannot be performed because the job site is not ready or for some other reason the owner fails to order commencement of work covered herein. A & Y Company may consider this contract void after six months from date of contract.
4. Owner agrees to hold A & Y Company harmless for any injury or damage to automobiles or other property, real or personal, resulting from spraying or paving operations. Contractor shall exercise reasonable care in performing its work but does not assume liability for damages occasioned as the result of the actions of the owner, or any agent, employee, or licensee of the owner not under the direction and control of contractor.
5. A & Y Company shall not be responsible for engineering or staking, not for damage to underground utilities or lines unless such utilities or lines shall have been properly staked in advance of operations.
6. Owner agrees to hold A & Y Company harmless for any unsatisfactory results in the event that owner shall require contractor to lay pavement on sub-grade, which in the opinion of contractor is not satisfactory.
7. Owner agrees to hold A & Y Company harmless for failure to obtain proper drainage in the event that owner shall require contractor to pave an area having less than 1% fall.
8. Should the owner, construction lender, or any other public agency direct any modification or addition to the work covered by this contract, cost shall be added to the contract price. For the purpose of this paragraph "cost" is defined as the cost of extra subcontracts, labor and materials plus 10% for overhead plus 10% profit. Requests for extra work should be made in writing, but A & Y Company is entitled to be paid for extra work whether or not reduced to writing. Expense incurred because of unusual or unanticipated ground conditions shall be paid for by owner.
9. Wherever the quantities and/or areas shown on the reverse side hereof are given as "approximate" the contract price shall be determined by the actual quantities required and areas covered as determined by final measurements and any increase or decrease in quantities or areas shall be in accordance with unit prices stated. A & Y Company may, at its option, revise this proposal in the event that areas to be improved are reduced by an amount greater than 10% of the amount of the area upon which this proposal was originally based.
10. A & Y Company shall be excused for any delay in completing this contract caused by acts of God, acts of the owner or owner's agent, inclement weather, labor trouble, acts of public utilities, public bodies and inspectors, extra work, failure of the owner to make progress payments promptly, or other contingencies unforeseen by and beyond the reasonable control of A & Y Company.
11. Contractor shall have the right to stop work if any payment not be made to contractor under this agreement. Contractor may keep the job idle until all payments due have been received. Such action by contractor shall not, in any manner, be deemed a breach of this contract by the contractor.
12. If either party becomes involved in litigation arising out of this agreement, or the performance thereof, the court in such litigation or any separate suit shall award reasonable cost expenses, including attorney fees, to the party justly entitled thereto.
13. In awarding attorney fees, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorney fees, to the party justly entitled thereto.
14. Owner agrees to pay a service charge of 1½% per month (18% per annum) for all past due invoices.