

Proposal for Extra Work at Town of Atherton Town Center

Property Name	Town of Atherton Town Center	Contact	Robert Ovadia
Property Address	Holbrook-Palmer Park 80 Fair Oaks Lane Ahterton, CA 94027	To	Town of Atherton Town Center
		Billing Address	Holbrook Palmer Park 80 Fair Oaks Ln Atherton, CA 94027

Project Name DG Pathway Renovation

Project Description Conversion from Asphalt to New DG. Proposal does not include demolition and off haul of asphalt.

Scope of Work

QTY	UoM/Size	Material/Description	Total
Edging Installation and Base Prep			\$47,280.90
16.00	HOURL	Enhancement Crew	
1,216.00	LINEAR FEET	1/8x6 black steel edging installed with stakes	
3,650.00	SQUARE FEET	Filter Fabric - Fabric and Netting Installed	
75.00	TON	Base Rock - 3/4" Recycled - installed at 4" depth and compacted.	
DG installation, Compaction, and Finishing			\$20,954.04
30.00	TON	Gold D.G. Installed and Compacted (with stabilizer)	
16.00	HOURL	Enhancement Crew hand watering new DG to activate stabilizer	
Equipment and Staging for Bulk Material			\$10,745.10
16.00	HOURL	Enhancement Crew - Jobsite Clean up and organizing staging area for off haul and staging debris	
2.00	DAY	6,000# Construction Forklift - Daily Equipment Rate	
6.00	DAY	Standard Skid Steer - Daily Equipment Rate	
3.00	DAY	1 Ton Roller - Daily Equipment Rate	
Demolition and Off Haul of Existing Asphalt Pathway			\$16,308.55
32.00	HOURL	Equipment Operator	
48.00	HOURL	Enhancement Crew	
1.00	LUMP SUM	Greg's Trucking - San Mateo Off Haul Service	

For internal use only

SO# 8056685
JOB# 310700616
Service Line 130

Total Price \$95,288.59

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
825 Mahler Rd, Burlingame, CA 94010 ph. (650) 289-9324 fax (650) 298-0290

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager	
Signature _____	Title _____
Robert Ovadia	March 03, 2023
Printed Name _____	Date _____

BrightView Landscape Services, Inc. "Contractor"

Enhancement Manager	
Signature _____	Title _____
Kevin Thomas Capehart	March 03, 2023
Printed Name _____	Date _____

Job #:	310700616		
SO #:	8056685	Proposed Price:	\$95,288.59



PROPOSAL & CONTRACT

Proposal Number

Revision

230203

CLIENT City of Atherton		DATE March 03,23	DATE OF PLANS N/A	
STREET		JOB NAME DG Path, Holmbrook Park		
		JOB LOCATION Atherton		
CONTACT Sally Bentz	PHONE	FAX	ESTIMATOR Bob Krummen	PHONE FAX

We hereby submit specifications and estimates for:

This quote is to install 607 LF of 6' wide DG path broke into 2 sections at Holmbrook Park in Atherton

Section # 1 remove 536 LF of asphalt 6ft wide excavate to a depth of 6" and compact sub base
Install steel Header on both sides of path total of 1,072 Lf of header
Install 3" of compacted base rock in path, And 3" of compacted gold DG with binder added
Base Bid for Section # 1 = 90,087.12

Section # 2 Remove 3" of existing DG
Reset steel header that has lifted and is unsafe
Recompact existing base rock, add 3" of compacted gold DG with binder to match new path

Base Bid for Section # 2 = 8,307.00

Base Bid for Sections 1 & 2 = \$ 98,394.12

Thank you for the opportunity to provide this proposal.

We hereby agree to furnish all labor, materials and equipment for the completion, in a good and workmanlike manner, of the work described above for the sum of:

MCE Corporation
Contractors License No. 439295

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE (By Owner, Agent, or General Contractor)

I/We accept the within proposal. You are authorized to perform the work comprehended hereunder and I/we agree to pay the said amount in accordance with the terms set forth.
All of the terms on the reverse side are incorporated herein and made a part hereof.

Date of Acceptance: _____

Company

Signature

Title

Please Sign and Return Original Copy