

G. Bortolotto & Company, Inc.



QUOTATION

Attachment A

582 Bragato Road

San Carlos, CA 94070

P: 650.595.2591 F: 650.595.0718

DIR No. 1000002795 Exp. 6-30-20

License No. 397341A Exp. 1-31-21

February 27, 2020

City of Cupertino
Attn: Jo Anne Johnson
(408) 777-3245

RE: 2019 Pavement Maintenance Phase I – Extra Work on Stevens Canyon Road

G. Bortolotto & Company proposes to perform all of the work and provide materials for the completion of the work described below for the process indicated:

Scope of Work: On Stevens Canyon Road from McClellan to City Limit, remove approximately 19,000SF of failed roadway at a depth of 9-inches and replace with 6-inches of $\frac{3}{4}$ " asphalt concrete and 3-inches of $\frac{1}{2}$ " AC in 3 lifts. All work to be performed on 3 consecutive Saturdays.

Price Calculation: 19,000SF @ \$10.90/SF = \$207,100

Inclusions: Equipment, Trucking, Labor, Materials, Mobilization, Advance Posting of No Parking Signs, and Traffic Control.

Exclusions: Weekend or Night Work, AC Testing, Permits, Bonds, Fees, TCP, CMS Boards.

Notation: Billing will be based on unit cost per field measurement.

TERM AND CONDITIONS

The foregoing proposal made by G. Bortolotto & Company, hereinafter referred to as the contractor, will expire (at the option of the contractor) within 15 days from the date hereof, unless accepted within said time. The customer agrees to pay the charges for the above described work, plus any charge for extras, in full at the office of the contractor upon completion. (Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.) Progress payments for work in progress shall be made on the 10th day of the month following the date of billing. No adjustments or allowance will be made unless a claim in writing is filed with the contractor at his office within ten (10) days from the completion of work. No credit or adjustment will be allowed by the contractor unless made in writing by an authorized agent of the contractor. The customer shall not be allowed any offset or credit for personal injuries sustained or for property damage claimed against the contractor since the contractor maintains public liability insurance. In the event payment is not made in accordance with the term and conditions set forth herein, the unpaid balance shall bear a delinquency charge of 1 1/2 % per month and in the event an action be commenced for the collection of the unpaid balance, the customer agrees to pay a reasonable attorney's fee. It is understood that the contractor will not be responsible for any damage caused to any underground services in connection with the above-mentioned construction. Said damage will be the sole responsibility of the customer.

ACCEPTANCE: We hereby accept the foregoing proposal and do hereby authorize you to proceed with the work.

NOTE: Please complete Signature, Company Name and Date in Blue Ink and return.
NO work will commence until signed acceptance is received.

Signature: _____ Company Name: _____ Date: _____

Under the MECHANIC'S LIEN LAW (California Civil Code, Section 3109 etseq.), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by a court officer and proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer or supplier remains unpaid.

G. Bortolotto & Company

By: 