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Proposal and Contract

Pavement Recycling Systems, Inc

CA License# 569352
 OR License# 185556

DIR# 1000003363
 UT License# 6982390-5501
 ID License# 015231-AA-2

NV License# 0036228
 AZ License# 183900
 WA License# 602-840-640

10240 San Sevaire Way, Jurupa Valley, CA 91752

Phone: (951) 682-1091 Fax: (951) 682-1094

From: Mike Akins

Email: makins@pavementrecycling.com

To: Jack Kapp
 HART HIGH SCHOOL DISTRICT
 21380 Centre Pointe Parkway
 Santa Clarita, CA 91350
 jkapp@hartdistrict.org

Quote No: 1752704
 Phone: () -
 Fax: () -
 Bid Date: 9/17/2019

We propose to furnish you with labor and material per your representation of job requirements as follows:

SAUGUS HIGH SCHOOL PULVERIZING

Item No	Description	Quantity	UOM	Unit Price	Total Price
Schedule 1					
1	Pulverizer Rental Day Rate	1	DY	4,200.000	\$4,200.00
2	Mobilization	1	EA	560.000	\$560.00

Pulverizing Rental Rate Special Conditions

- Item #1 includes: One (1) High Capacity Pulverizer, operated and maintained at lump sum price based on 8 hours per shift. Additional hours after 8 to be billed \$700/hour. More than 10 hours a day, or weekends, premium rates will apply. Material to be left in place. Minimum width of cut is 8'.
- Item #2 includes: One (1) Mobilization for the move on and off the project site.
- All pulverizing equipment rental rate work is customers work and will be performed as directed and under supervision of customer. Customer accepts all liability for claims arising from work performed as directed. GRADATION GUARANTEE IS SPECIFICALLY EXCLUDED.
- Contractor to locate and mark any utilities/obstructions in and under the mixing area, and remove as necessary. PRS not responsible for damage to underground utilities in or under mixing area. Damage to our equipment to be billed at time and materials.
- Excludes: Pulverizing AC pavement on PCC, CTB, rock larger than 3" or any asphalt thicker than 6" depth. Pavement to be ground must be scraped clean of all debris by the contractor. Traffic loops to be sawcut in 2 foot intervals prior to pulverization.
- Excludes: Barricades, traffic control, flagging, loading/hauling of material, cleanup, handwork, dust control, layout of work, pulling out areas inaccessible to equipment, SWPP, USA notification, marking or location of utilities - see "GENERAL CONDITIONS"

General Conditions

ACCEPTANCE of this bid/proposal/quotation (Bid) from PAVEMENT RECYCLING SYSTEMS, INC. (PRS) requires that the PRICING, SPECIAL CONDITIONS and the GENERAL CONDITIONS of this Bid be included in any subcontract or purchase order agreement (Contract) and the Bid terms and conditions take precedence over any conflicting terms. PRS will not surrender any portion of extra work or force account mark-ups except those reserved by the owner for the General Contractor.

California prompt pay statutes shall be enforced.

Unless otherwise defined in the SPECIAL CONDITIONS of this bid PRS excludes from the services quoted her all: MAINTENANCE AND PROTECTION OF THE COMPLETED PULVERIZED/TREATED SECTIONS, TRAFFIC CONTROL, SURVEYING, LAYOUT, SAWCUTTING AND DUST CONTROL. Upon completion of each segment of the designated work by PRS the work shall be deemed accepted and approved and the Customer shall assume maintenance and protection of the work. All utilities, obstructions, and foreign objects in the work zone must be marked and located by the Customer prior to PRS's work. PRS excludes any damage to unmarked or improperly located obstructions in the zone of work. PRS excludes notification to any underground alert service, marking or location of underground utilities. By accepting the Bid the Customer accepts sole responsibility for, and all subsequent liabilities coincident with the following requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the California Government Code.

Any indemnity and defense obligation required from PRS shall be proportional and limited to the extent PRS's acts, omissions, fault or negligence contribute to any alleged or actual claims or damages. Insurance included in this Bid: Commercial Liability \$1MM per occurrence / \$2MM aggregate; \$2MM Products and Completed Operations Aggregate; \$1MM Personal and Advertising Injury; \$1MM Commercial Auto; Worker's Compensation coverage per statute.

Date:

Accepted By: