

PHL (760) 320-9600 Desert Division
PHL (951) 940-0200
FAX (951) 940-9192

We Handle All Phases of Asphalt
HOA Specialist
"Where Integrity & Quality Counts"



CONTRACT# 21-126

NPG ASPHALT
1354 Jet Way
Perris, CA 92571

Cont. Lic. #664779
www.npgasphalt.com

ESTIMATE TO (Client)
City of Lake Elsinore
521 Langstaff Ave
Lake Elsinore, CA 92530

DATE: 4/2/2021

PROJECT: Asphalt
LOCATION: Third St. between Conard
& Cambern Ave.
Lake Elsinore, CA

Attention: Daniel S.

Phone: 951-226-4864 Fax: 951-471-1251 E-mail: dsavedra@lake-elsinore.org Estimator: LT
NELSON PAVING & SEALING (hereinafter called Contractor) quotes the following estimate to Client for furnishing the materials, labor and performing the work hereinafter specified, subject to the terms and conditions hereinafter set forth on reverse side of estimate.

-REVISED ESTIMATE FROM APRIL 1ST, 2021~

REMOVE & REPLACE

1. Pulverize in place the remaining existing asphalt (+/-) 49,350 sq. ft.
2. Regrade to crown profile, compact & pave 4" asphalt PG64-10 1/2" (+/-) 49,350 sq. ft. in 1 lift (taper from 44' to 40' with straight edges).
3. Adjust 1 manhole to new elevations. (There might be few hidden water valves, if we find them, those can be raised too).
4. Pave 3" asphalt at 7 driveway connectors approximately 250 sq. ft. each or (+/-) 1,750 sq. ft.
5. Stripe approximately 1300' double yellow line in traffic paint with glass beads.

Total Items 1-5:\$160,223.00
***Price is valid through September 30th, 2021

- **Note: Project will be completed in 1 move-in, and pave in 1 lift of 4".
**Note: Street to be completely closed during construction.
**Note: Concrete C&G and SW to be done by others in another phase if required.
**Note: Price includes prevailing wages.
**EXCLUSIONS: Permit, tree removals, survey, utility works, header boards, slurry seal, & signage.

PRICE TO BE DETERMINED BY OWNERS OPTIONS AS INITIALED ABOVE
NOTE: UPON ACCEPTANCE OF THIS CONTRACT ALL TERMS, PROVISIONS, AND CONDITIONS AS SET FORTH ON THE REVERSE SIDE OF THIS CONTRACT SHALL BECOME PART OF THIS CONTRACT.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. You are hereby authorizing NPG Inc. to do the work as specified above with payment in full upon completion of work.

Accepted by: Print Name _____ Title _____ Authorized Signature _____ Date _____

STANDARD TERMS AND CONDITIONS

(These are all part of your contract - PLEASE READ THEM CAREFULLY)

- This proposal is subject to Client's written acceptance and will be delivered to NPG within ten days from date of estimate. If not accepted within such time, this proposal is subject to change or withdrawal until the bid/contract is accepted by Client and approved by NPG. Terms of Client purchase orders, subcontracts, and/or credit approvals must comply with NPG Corp.'s standard terms and conditions and any special terms, conditions or warranties.
- UNLESS OTHERWISE SPECIFIED HEREIN, THE CONTRACT PRICE SHALL BE NET US FUNDS. PAYABLE AT CONTRACTOR'S OFFICE (AS SHOWN ON REVERSE HEREOF) UPON COMPLETION OF WORK. PAID BY CHECK OR ARRANGED FUNDS. Total amount due for unit price bids shall be determined by field measurement upon completion of work. If installment payments are provided for and the Client fails to pay an installment promptly when due, the Contractor, at its option, may declare the whole amount of said contract to be paid immediately and may refuse to continue work until payment in full is received. Alternatively, Contractor may also refuse to continue work until satisfactory security is given to the Contractor to assure future prompt payment of installments.
- Upon acceptance of the proposal by the Client and approval of the Contractor, it will become the entire agreement between the parties, notwithstanding any written or oral communications or negotiations. There are no covenants, agreements, representations, inducements, guarantees or warranties not herein expressly contained. The prices stated do not include any items of work not specified herein, and any additional items of work to be done at the Client's request will be billed as extra work. All material and labor prices are valid for 30 days unless otherwise specified on contract.
- Should Client default hereunder, Client agrees to pay the Contractor an \$1,250.00 item filing fee, or an \$1,250.00 stop notice filing fee as well as any and all costs incurred in collecting any balance owed. This dollar amount will be added to the last billing of the project. Any Mechanic's Lien release will be executed by the Contractor and the Client shall be responsible for recording the action.
- Upon completion, Client agrees to inspect the work immediately and issue an acceptance to the Contractor, providing the work has been completed according to the terms of the contract. If work is not inspected upon completion, it is hereby agreed that the work was approved and payment will be forwarded to NPG. Any corrections must be submitted to NPG by email to nbs@npgashphalt.com.
- The contract resulting from acceptance of this proposal is made in contemplation of latent conditions of the site and of existing economic conditions and not in anticipation of extraordinary inflation, depression, economic change, war or latent conditions of the site unknown to the Contractor. Contractor is not responsible for any delays or interruption of the work or for failure in performance, in whole or in part, by the Contractor caused by impossibility of performance, or by economic or commercial frustration attributable to any circumstance or event of which could not have been reasonably foreseen by the Contractor. Nor are they responsible for any delays or interruption of work on account of transportation difficulties, governmental regulation of materials or labor, priorities of any kind, strikes, lockouts, boycotts, and differences with employees, acts of God or other causes beyond Contractor's control.
- All permit and inspection fees paid by the Contractor to any public body by reason of the work hereunder shall be billed separately and not as a part of any of the prices stated herein. Such items shall be treated as an extra, and as such, will be subject to surcharges of 15% for overhead, plus 15% for profit. All excise, privilege, occupation, sales, personal property and other taxes (whether federal, state, or local) applicable to the sale, purchase, use, installation or ownership of material to be applied by Contractor hereunder, and for the payment or collection of which Contractor is liable, shall be added to the net contract price herein specified and shall be paid by the Client whether specifically set forth in the estimate or not.
- If fills or rough grading of the site are to be made by others, the site must be left for Contractor at an elevation within one-fourth foot plus or minus of finished sub-grade elevation with material that will readily provide a firm and stable sub-grade. NPG is not responsible for water discharge of any area that has less than 2% fall, otherwise ponding is subject to occur.
- Boundary line surveys and civil engineering (including, but not limited to setting lines and grades, and staking) requiring the services of a licensed civil engineer, if necessary, shall be provided by Client or at Client's expense, in addition to the contract price. Contractor assumes no responsibility for the correctness of such survey or civil engineering. Client assumes full responsibility for design of grade, provision for drainage and discharge of waters from the site, and Contractor shall have no liability or responsibility thereof. Should any such responsibility be placed upon Contractor by agreement, circumstances, or operation of law, or if engineering services by Contractor's employees are necessary to proper performance of the work, then the cost plus 15% thereof for overhead and 10% of the cost including overhead for profit of fulfilling such responsibility or performing such engineering services or both shall be chargeable to the Client as an extra.
- Contractor warrants that the materials to be furnished hereunder will be as specified or equal, and that all work shall be done and performed in a good and workmanlike manner. Contractor expressly assumes no responsibility for failures of work caused by the settling of fills placed by others, whether caused by the use of improper fill materials or otherwise. NPG is not responsible for any damages that are caused by others (vehicles driving or people/pets walking through barricaded areas etc.). These will be repaired at owner's expense.

Approved & Submitted by:

NPG Corporation

Authorized Representative:
NPG Corporation
Office (951) 940.0200
www.npgashphalt.com

P.O. Box 1515, Perris, CA 92571
Fax (951) 940.9192

Accepted By Client (Printed Name):

Client Signature	Date
☐ Occupant ☐ Owner ☐ Contractor	Title
☐ Prop Mgr ☐ Occupant	

- Contractor shall not be obligated to perform extra work or supply rental equipment without specific authorization from Client or Client's representative. Client is to have someone of authority on project site at all times. Any questions regarding specifications, scope of work or procedures will be referred to that representative. NPG will not be responsible for extra costs resulting from directions and/or changes made by an inspector and/or resident engineer. All such costs will be the responsibility of the customer. During the course of the contracted work, any existing asphalt damaged by the contractor's equipment due to insufficient support of asphalt structure will be billed as an extra for repairs. Repairs of these areas are in no way to be a part of the base bid. Client is responsible for turning off flowerbed water and/or irrigation systems prior to contractor's arrival and during course of work.
- NPG Corp. will only indemnify client when asked on subcontract for the work being performed on said contract. NPG will not pay attorney fees for others in lawsuits or losses at all. NPG's Certificate of Insurance is for the scope of work being performed under said contract only.
- Special conditions imposed by any permits issued to owner and not noted on the plus or specifications will not be considered in this scope of work. Any and all engineering, construction surveying, testing, and inspection fees are to be paid by client. In the event a section of paving and/ or base changes, new prices will be renegotiated. Any conditions not caused by contractor that may require the shutdown of work or requiring an extra move in will be billed as extra work per our T&M rate sheet online at www.npgashphalt.com. Rates will have a mark up of 10% profit and 100% overhead which will be added in the office billing.

- NPG is not responsible for existing asphalt breaking up due to soft sub-grade; this shall become a negotiated item. Quantities used are approximate and are subject to physical measurement and corrections. If necessary, changes will be made with unit prices applying. Water is to be furnished to on site source by others. Applying water is included. All vehicles and obstacles are to be removed from area prior to contractor's arrival. Contractor is not responsible for scuffing due to power steering and/or hot pavement. Contractor cannot guarantee adhesion of material to heavily oil soaked pavement. Longer dry time may be needed due to cold and/or wet weather. All cracks are subject to re-opening at any time, and there is no guarantee/warranty applying to crack filling. Concrete and asphalt are both subject to expansion and contraction of cracks due to earth movement even in areas that have been previously completed or are new installations. Contractor is not responsible for residual cracking due to expansion and/or contraction of pavement. Contractor is not responsible for damage to any underground lines, cables or plumbing that may be in direct line with the job site. NPG Corporation accepts no responsibility for ADA compliance and will indemnify itself and its officers from any lawsuits arising from any trip and fall hazards etc., as owner shall accept all responsibility.

- ARBITRATION OF DISPUTES: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. CLAIMS WITHIN THE MONETARY LIMIT OF THE SMALL CLAIMS COURT SHALL BE LITIGATED IN SUCH COURT AT THE REQUEST OF EITHER PARTY, SO LONG AS BOTH PARTIES LIMIT THEIR RIGHT TO RECOVERY TO THE JURISDICTION OF THE SMALL CLAIMS COURT. ANY CLAIM FILED IN SMALL CLAIMS COURT SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO ARBITRATE, AND IF A COUNTER CLAIM IN EXCESS OF THE JURISDICTION OF THE SMALL CLAIMS COURT IS FILED IN THE MUNICIPAL OR SUPERIOR COURT, THEN THE PARTY FILING IN SMALL CLAIMS COURT MAY DEMAND ARBITRATION PURSUANT TO THIS PARAGRAPH.

NOTICE: BY INITIATING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL BY INITIATING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

I AGREE TO ARBITRATION.

Customer's Initials

I AGREE TO ARBITRATION.

Contractor's Initials

SPECIAL CONDITIONS

NPG warrants all materials/workmanship for one year from date of installation. Owner/Contractor to accept NPG's insurance limits. Progress billings upon completion of work completed. Payment is due in full upon completion of contract work. No retention to be held. Part due accounts will be charged a finance charge of 1 1/2 %/annual percentage of 18% applied to the previous balance after deducting current payments and credits. If NPG engages a collector or attorney at law to collect the purchase price or any part thereof, purchaser agrees to pay all fees, expenses, attorney's fees, including court costs incurred by NPG Corporation in collection of said debt. Start date to be imputed upon signing of contract. Upon acceptance of proposal, preliminary information must be provided. Bid is based upon one move-in unless otherwise noted; cost of additional moves will be negotiated as they occur. Client terms, purchase order, subcontract, and/or credit approvals must comply with all NPG's terms, conditions, or warranties unless otherwise noted. If client's terms do not comply, contract will be cancelled. Certificate of Insurance will only apply to work that NPG is performing. Excludes engineering, staking, soil testing, permits, construction water, handling/disposal of buried or hazardous materials, handling/disposal of rocks, removal/relocation of utilities/irrigation, replacement of landscaping, backfill of curbs, import/export, home owners notification, erosion control, and dust control, unless noted in bid. All costs associated with the implementation and maintenance of the "Storm Water Pollution Prevention Plan" will be billed on a time and material basis plus 20% overhead, if required. All costs and responsibilities for implementing and maintaining a Fugitive Dust "PM 10" mitigation plan and/or N.P.D.E.S. are to be done by others. All items will be billed at unit cost or contract amount whichever is greater. Price excludes prevailing wage unless otherwise noted. All public works projects, once NPG's scope of work is 100% completed - retention may only be held for a period of 60 days max.

*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice



NPG
ASPHALT

Lou Ton - Project Engineer
ltton@npgasphalt.com

CELL: 951/204-8100

WWW.NPGASPHALT.COM
1354 Jet Way, Perris, CA 92571

Inland Empire: 951.940.6200 Tel
951.940.6192 Fax
Desert Division: 760.320.9500 Tel

1. PULVERIZE EXISTING ASPHALT IN PLACE APPX. 49,350 SF
 2. REGRADE TO CROWN PROFILE, COMPACT & PAVE WITH 4" OF HOT MIX ASPHALT IN 1 LIFT APPX 49,350 SF (TAPER FROM 44' TO 40' WITH STRAIGHT EDGES)
 3. ADJUST 1 MH. TO NEW ELEVATION (& MIGHT BE FEW MORE VALVES, IF FOUND).
 4. PAVE 3" AC @ 7 DRIVE WAY CONNECTORS +/-1,750 SF
 5. STRIPE +/- 1,300' DOUBLE YELLOW LINES IN TRAFFIC PAINT WITH GLASS BEADS.
- NOTES: EXCLUDES PERMIT, TREE REMOVALS, SURVEY, UTILITY WORKS, HEADER BOARDS, SLURRY SEAL & SIGNAGE (PCC CURB & GUTTER & SIDEWALK TO BE DONE BY OTHERS IN ANOTHER PHASE IF REQUIRED.)

CITY OF LAKE ELSINORE
THIRD ST PAVING BETWEEN
CONARD & CAMBERN AVE.
LAKE ELSINORE, CA.

3/23/2021

PHL (760) 320-9600 Desert Division
PHL (951) 940-0200
FAX (951) 940-9192

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CONTRACT# 21-046

NPG ASPHALT
1354 Jet Way
Perris, CA 92571

Cont. Lic. #664779
www.npgasphalt.com

ESTIMATE TO (Client)

City of Lake Elsinore
521 Langstaff Ave
Lake Elsinore, CA 92530

DATE: 2/17/2021

PROJECT: Crack Seal, Seal Coat, Stripe

LOCATION: Plaza Modena I, Plaza Avila 91,
Via De La Valle, Via Del Lago &
Via De
La Luma
Lake Elsinore, CA 92532

Attention: Daniel S.

Phone: 951-226-4864

Fax: 951-471-1251

E-mail: dsaavedra@lake-elsinore.org

Estimator: LT

NELSON PAVING & SEALING (hereinafter called Contractor) quotes the following estimate to Client for furnishing the materials, labor and performing the work hereinafter specified, subject to the terms and conditions hereinafter set forth on reverse side of estimate.

-REVISED ESTIMATE FROM FEBRUARY 15TH, 2021-

CRACK SEAL, SEAL COAT, STRIPE, & MARKERS

1. Apply hot rubberized crack seal to all streets per plan total +/- 21,250'
2. Apply Type II Road slurry seal total +/- 146,000 sq. ft. per plan (only on Plaza Modena I, Plaza Avila 91 & Via De La Valle; streets will be closed to traffic during sealing).
3. Install Striping and marking in thermoplastic 1,625' det. 22, 1 stop and bar.
4. Install blue RPM's at fire hydrant where needed total 13 each.

Total Items 1-4:\$76,725.00
***Price is valid through July 31st, 2021

OPTION 1 - MILL & OVERLAY

1. Mill and overlay top 2" of asphalt per plan +/- 2,324 sq. ft. \$3.52 (sq.ft. per current contract price).
2. Adjust / replace 3 water values as needed (sub total \$480.00).

Total Option 1:\$8,660.48 Initial If Accepted
***Price is valid through July 31st, 2021

OPTION 2 - SLURRY SEAL

1. Second move for slurry seal (phase II).

Total Option 2:\$15,000.00 Initial If Accepted
***Price is valid through July 31st, 2021

- **Note: The existing thermoplastic double yellow line will be removed prior to sealing.
**Note: Project will be completed in 1 move-in weekdays only.
**Note: Not all cracks will be sealed with hot rubber. After cracks are sealed, material may settle due to normal movement to the asphalt.
**Note: Any cracks under a 0.25" will not be filled. All cracks are subject to re-opening at any time, and there is no guarantee or warranty applying to crack seal. Concrete and asphalt are both subject to expansion and contraction of cracks due to earth movement even in areas that have been previously completed or are new installations. NPG will not be held responsible for residual cracking due to expansion and/or contraction of pavement.
**Note: All crack seal to be sprinkled with silica sand for instant vehicular traffic resume.
**Note: Includes street posting / notification 3 days prior to construction day.
**Note: NPG Strongly recommends asphalt repair optional additional bid due to its current severe deteriorated condition. It is impossible to seal and stripe in this zone.
**Note: Price includes prevailing wages.

PRICE TO BE DETERMINED BY OWNERS OPTIONS AS INITIALED ABOVE

NOTE: UPON ACCEPTANCE OF THIS CONTRACT ALL TERMS, PROVISIONS, AND CONDITIONS AS SET FORTH ON THE REVERSE SIDE OF THIS CONTRACT SHALL BECOME PART OF THIS CONTRACT.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. You are hereby authorizing NPG Inc. to do the work as specified above with payment in full upon completion of work.

Accepted by: Print Name _____ Title _____ Authorized Signature _____ Date _____

STANDARD TERMS AND CONDITIONS

(These are all part of your contract - PLEASE READ THEM CAREFULLY)

1. This proposal is subject to Client's written acceptance and will be delivered to NPG within ten days from date of estimate. If not accepted within such time, this proposal is subject to change or withdrawal until the bid/contract is accepted by Client and approved by NPG. Terms of Client purchase orders, subcontracts, and/or credit approvals must comply with NPG Corp.'s standard terms and conditions and any special terms, conditions or warranties.

2. UNLESS OTHERWISE SPECIFIED HEREIN, THE CONTRACT PRICE SHALL BE NET US FUNDS, PAYABLE AT CONTRACTOR'S OFFICE (AS SHOWN ON REVERSE HEREOF) UPON COMPLETION OF WORK PAID BY CHECK OR REARRANGED FUNDS. Total amount due for unit price bids shall be determined by field measurement upon completion of work. If installment payments are provided for and the Client fails to pay an installment promptly when due, the Contractors, at its option, may declare the whole amount of said contract to be paid immediately and may refuse to continue work until payment in full is received. Alternatively, Contractor may also refuse to continue work until satisfactory security is given to the Contractor to ensure future prompt payment of installments.

3. Upon acceptance of the proposal by the Client and approval of the Contractor, it will become the entire agreement between the parties, notwithstanding any written or oral communications or negotiations. There are no covenants, agreements, representations, inducements, guarantees or warranties not herein expressly contained. The prices stated do not include any items of work not specified herein, and any additional items of work to be done at the Client's request will be billed as extra work. All material and labor prices are valid for 30 days unless otherwise specified on contract.

4. Should Client default hereunder, Client agrees to pay the Contractor an \$1,250.00 lien filing fee, or to \$1,250.00 stop notice filing fee as well as any and all costs incurred in collecting any balance owed. This dollar amount will be added to the last billing of the project. Any Mechanic's Lien release will be executed by the Contractor and the Client shall be responsible for recording the action.

5. Upon completion, Client agrees to inspect the work immediately and issue an acceptance to the Contractor, providing the work has been completed according to the terms of the contract. If work is not inspected upon completion, it is hereby agreed that the work was approved and payment will be forwarded to NPG. Any corrections must be submitted to NPG by email to info@npgasphalt.com.

6. The contract resulting from acceptance of this proposal is made in contemplation of latent conditions of the site and of existing economic conditions and not in anticipation of extraordinary inflation, depression, economic change, war or latent conditions of the site unknown to the Contractor. Contractor is not responsible for any delays or interruption of the work or for failure in performance, in whole or in part, by the Contractor caused by impossibility of performance, or by economic or commercial frustration attributable to any circumstance or event of which could not have been reasonably foreseen by the Contractor. Nor are they responsible for any delays or interruption of work on account of transportation difficulties, governmental regulation of materials or labor, priorities of any kind, strikes, lockouts, boycotts, and differences with employees, acts of God or other causes beyond Contractor's control.

7. All permit and inspection fees paid by the Contractor to any public body by reason of the work hereunder shall be billed separately and not as a part of any of the prices stated herein. Such items shall be treated as an extra, and as such, will be subject to surcharges of 15% for overhead, plus 15% for profit. All excise, privileges, occupation, sales, personal property and other taxes (whether federal, state, or local) applicable to the sale, purchase, use, installation or ownership of material to be applied by the Contractor hereunder, and for the payment or collection of which Contractor is liable, shall be added to the net contract price herein specified and shall be paid by the Client whether specifically set forth in the estimate or not.

8. If fills or rough grading of the site are to be made by others, the site must be left for Contractor at an elevation within one-tenth foot plus or minus of finished sub-grade elevation with material that will readily provide a firm and stable sub-grade. NPG is not responsible for water discharge of any area that has less than 2% fall, otherwise ponding is subject to occur.

9. Boundary line surveys and civil engineering (including, but not limited to setting lines and grades, and staking) requiring the services of a licensed civil engineer, if necessary, shall be provided by Client or at Client's expense, in addition to the contract price. Contractor assumes no responsibility for the correctness of such survey or civil engineering. Client assumes full responsibility for design of grade, provision for drainage and discharge of waters from the site, and Contractor shall have no liability or responsibility therefor. Should any such responsibility be placed upon Contractor by agreement, circumstances, or operation of law, or if engineering services by Contractor's employees are necessary to proper performance of the work, then the cost plus 15% therefor for overhead and 10% of the cost including overhead for profit of furnishing such responsibility or performing such engineering services or both shall be chargeable to the Client as an extra.

10. Contractor warrants that the materials to be furnished hereunder will be as specified or equal, and that all work shall be done and performed in a good and workmanlike manner. Contractor expressly assumes no responsibility for failures of work caused by the settling of fills placed by others, whether caused by the use of improper fill materials or otherwise. NPG is not responsible for any damages that are caused by others (vehicles driving or people/beta walking through barricaded areas etc.). These will be repaired at owner's expense.
11. Contractor shall not be obligated to perform extra work or supply rental equipment without specific authorization from Client or Client's representative. Client is to have someone of authority on project site at all times. Any questions regarding specifications, scope of work or procedure will be referred to that representative. NPG will not be responsible for extra costs resulting from directions and/or change made by an inspector and/or resident engineer. All such costs will be the responsibility of the customer. During the course of the contracted work, any existing asphalt damaged by the contractor's equipment due to insufficient support of asphalt structure will be billed as an extra for repairs. Repairs of these areas are in no way to be a part of the base bid. Client is responsible for turning off flowerbed water and/or irrigation systems prior to contractor's arrival and during course of work.

12. NPG Corp. will only indemnify client when asked on subcontract for the work being performed on said contract. NPG will not pay attorney fees for others in lawsuits or losses at all. NPG's Certificate of Insurance is for the scope of work being performed under said contract only.

13. Special conditions imposed by any permits issued to owner and not noted on the plans or specifications will not be considered in this scope of work. Any and all engineering, construction surveying, testing, and inspection fees are to be paid by client. In the event a section of paving and/or base changes, new prices will be renegotiated. Any conditions not caused by contractor that may require the shutdown of work or requiring an extra move in will be billed as extra work per our T&M rate sheet online at www.npgasphalt.com. Rates will have a mark up of 10% profit and 10% overhead which will be added in the office billing.

14. NPG is not responsible for existing asphalt breaking up due to soft sub-grade; this shall become a negotiated item. Quantities noted are approximate and are subject to physical measurement and corrections. If necessary, changes will be made with unit prices applying. Water is to be furnished to on site source by others. Applying water is included. All vehicles and obstacles are to be removed from area prior to contractor's arrival. Contractor is not responsible for settling due to power steering and/or hot weather. Contractor cannot guarantee adhesion of material to heavily oil soaked pavement. Longer dry time may be needed due to cold and/or wet weather. All cracks are subject to re-opening at any time, and there is no guarantee/warranty applying to crack filling. Concrete and asphalt are both subject to expansion and contraction of cracks due to earth movement even in areas that have been previously completed or are new installations. Contractor is not responsible for residual cracking due to expansion and/or contraction of pavement. Contractor is not responsible for damage to any underground lines, cables or plumbing that may be in direct line with the job site. NPG Corporation accepts no responsibility for ADA compliance and will indemnify itself and its officers from any lawsuits arising from any trip and fall hazards etc., as owner shall accept all responsibility.

15. ARBITRATION OF DISPUTES: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. CLAIMS WITHIN THE MONETARY LIMIT OF THE SMALL CLAIMS COURT SHALL BE LITIGATED IN SUCH COURT AT THE REQUEST OF EITHER PARTY, SO LONG AS BOTH PARTIES LIMIT THEIR RIGHT TO RECOVERY TO THE JURISDICTION OF THE SMALL CLAIMS COURT. ANY CLAIM FILED IN SMALL CLAIMS COURT SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO ARBITRATE, AND IF A COUNTER CLAIM IN EXCESS OF THE JURISDICTION OF THE SMALL CLAIMS COURT IS FILED IN THE MUNICIPAL OR SUPERIOR COURT, THEN THE PARTY FILING IN SMALL CLAIMS COURT MAY DEMAND ARBITRATION PURSUANT TO THIS PARAGRAPH.

NOTICE: BY INITIATING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY 'NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIATING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION, IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.
- I AGREE TO ARBITRATION.
- I AGREE TO ARBITRATION.
- Customer's Initials

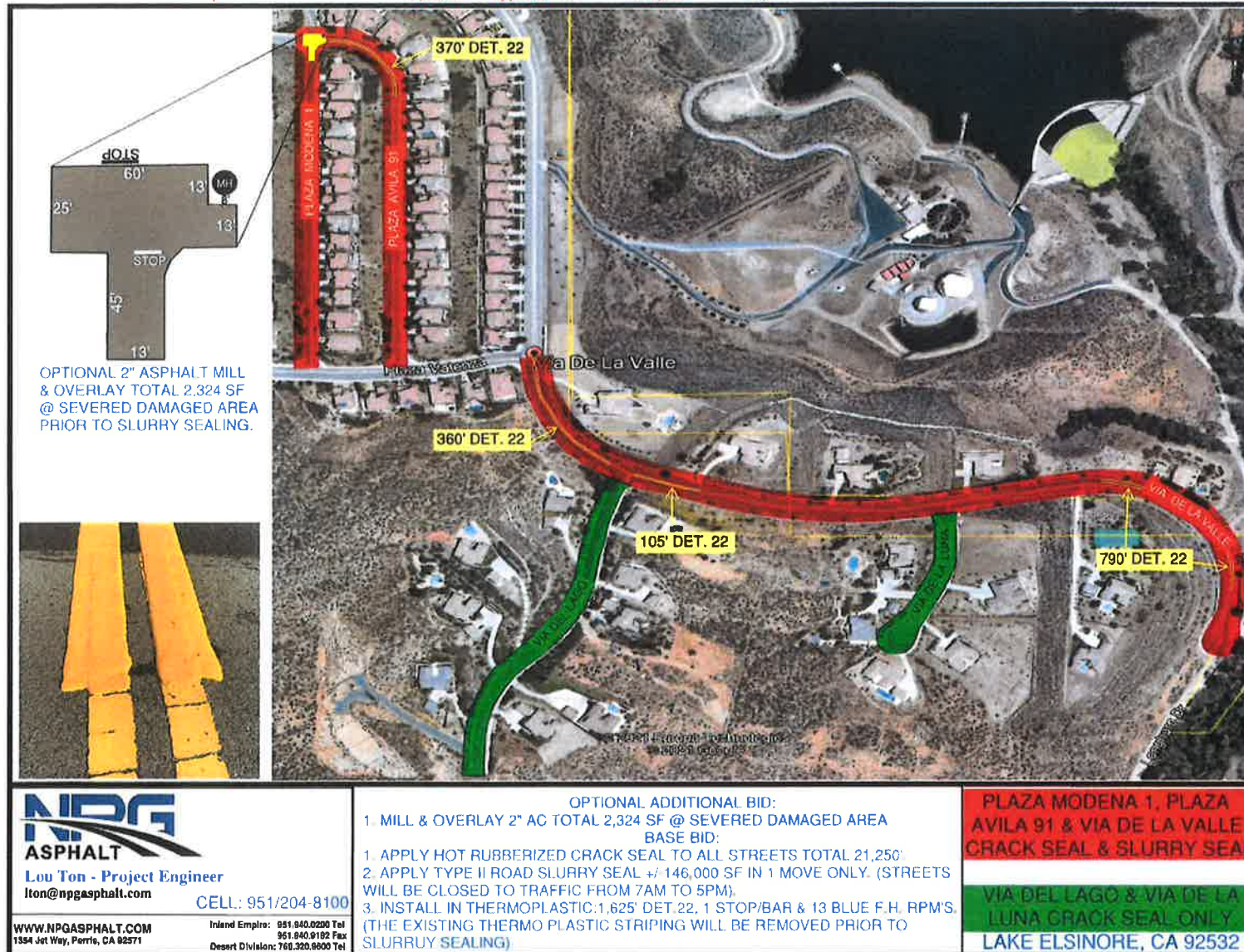
Contractor's Initials
- SPECIAL CONDITIONS
- NPG warrants all materials/workmanship for one year from date of installation. Owner/Contractor to accept NPG's insurance limits. Progress billings upon completion of work completed. Payment is due in full upon completion of contract work. No retention to be held. Past due accounts will be charged a finance charge of 1 1/2% Annual Percentage of 18% applied to the previous balance after deducting current payments and credits. If NPG engages a collector or attorney at law to collect the purchase price or any past due/ret, purchaser agrees to pay all fees, expenses, attorney's fees, including court costs incurred by NPG Corporation in collection of said debt. Start date to be negotiated upon signing of contract. Upon acceptance of proposal, preliminary information must be provided. Bid is based upon one move-in unless otherwise noted; cost of additional moves will be negotiated as they occur. Client terms, purchase order, subcontract, and/or credit approvals must comply with all NPG's terms, conditions, or warranties unless otherwise noted. If client's terms do not comply, contract will be cancelled. Certificate of Insurance will only apply to work that NPG is performing. Excludes engineering, staking, soil testing, permits, construction water, handling/disposal of buried or hazardous materials, handling/disposal of rocks, removal/relocation of utilities, investigation, replacement and maintenance of the "Storm Water Pollution Prevention Plan" will be billed on a time and material basis plus 20% overhead, if required. All costs associated with the implementation and maintenance of the "Storm Water Pollution Prevention Plan" N.P.D.E.S. are to be done by others. All items will be billed at unit cost or contract amount whichever is greater. Price excludes prevailing wage unless otherwise noted. All public works projects, once NPG's scope of work is 100% completed - retention may only be held for a period of 60 days max.
- Approved & Submitted by:
- NPG Corporation
- Accepted By Client (Printed Name):
- Authorized Representative:
NPG Corporation
Office (951) 940.0200
www.npgasphalt.com

P.O. Box 1515, Perris, CA 92571
Fax (951) 940.9192
- Client Signature
Client Status: ☐ Corporation ☐ Partnership
☐ Occupant ☐ Owner ☐ Contractor
☐ Prop Mgr ☐ Occupant

Date

Title

*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.





AUTHORIZATION FOR EXTRA WORK
CHANGE ORDER NO: 1

Date:	March 19, 2021	NPG Job No.	20357	NPG Estimator:	Lou Ton
Customer Name:	City of Lake Elsinore	Customer Job No:		Customer P.O. #:	
Contact Name:	Daniel Saavedra	Cell No.:			
Project Name:	Nichols Rd PCC Median Modifications	Office Phone:	951-226-4864	Office Fax:	951-471-1251
Job Location:	Nichols Road to Bridge, Lake Elsinore, CA 92532				
Furnish and Place Labor, Equipment, and Materials Necessary to Complete the Following scope of work:					
1. Remove 15' PCC curb & 25 SF stamped PCC per plan 2. Remove 550SF AC for new extension median per plan 3. Form & install 123' PCC curb & 300 SF stamped PCC per plan 4. Furnish & install End-Pavement sign/Post, makers as needed for public safety					
This Authorization must be signed prior to		Amount of Contract	\$	107,306.00	
NPG performing services. Upon signing this		Amount of Previous Change Orders	\$	N/A	
change order customer agrees to pay authorized		Amount of This Change Order # 1	\$	12,998.00	
amount in full with no retention to be held.		Subtotal Including All Change Orders	\$	120,304.00	

Mimi Stone

NPG Corporation Representative

Mimi Stone, Production Manager

Customers Owners Representative

Printed Name / Title

March 19, 2021

Printed Name / Title

Date

Date

TERMS, CONDITIONS AND WARRANTIES OF AUTHORIZATION FOR ADDITIONAL WORK TO BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS. GENERAL CONDITIONS: Unless otherwise specified herein NPG Corporation specifically excludes from the performance of the service here quoted all: Traffic Control, any liabilities that may arise from job site conditions outside the direct and exclusive control of NPG Corp., any surveying marking, or layout, any saw cutting, any temporary patches, any job site maintenance once our item of work is completed each workday. Upon completion of the designated section of the work NPG Corp. Shall be relieved of all liability for the work and the contractor shall resume protection of the work, and insurance or indemnification provided by NPG Corp. Shall be limited to this condition. NPG Corp. shall not surrender any portion or percentage of extra work or force account mark-ups. The terms of this quote shall be incorporated into the contract and NPG reserves the right to adjust any clerical or mathematical errors that may be present in the pricing or specifications. Payment Terms: All invoices shall be paid upon completion of contracted work done by NPG Corporation, no retention to be held.

Southern California Address: 1354 Jet Way, Perris, CA 92571
Desert Division Address: 31855 Date Palm Drive, Ste 3-452, Cathedral City, CA 92334
Phone: (951) 940-0200 Fax: (951) 940-9192

.PH. (760) 320-9600 Desert Division
PH. (951) 940-0200
FAX (951) 940-9192

We Handle All Phases of Asphalt
HOA Specialist

"Where Integrity & Quality Counts"

ESTIMATE TO (Client)

City of Lake Elsinore
521 Langstaff Ave
Lake Elsinore, CA 92530



CONTRACT#

20-500

NPG ASPHALT
1354 Jet Way
Perris, CA 92571

Cont. Lic. #664779
www.npgasphalt.com

DATE: 10/8/2020

PROJECT: Asphalt & Concrete Repairs

LOCATION: Nichols Road to Bridge
Lake Elsinore, CA 92532

Attention: Daniel S.

Phone: 951-226-4864

Fax: 951-471-1251

E-mail: dsaaavedra@lake-elsinore.org

Estimator: LT

NELSON PAVING & SEALING (hereinafter called Contractor) quotes the following estimate to Client for furnishing the materials, labor and performing the work hereinafter specified, subject to the terms and conditions hereinafter set forth on reverse side of estimate.

~REVISED ESTIMATE FROM OCTOBER 2ND, 2020~

ASPHALT & CONCRETE REPAIRS

1. Remove existing asphalt curb & dirt island, replace with concrete curb & 4" concrete stamped monolithically approx. 215' x 6" CF to CF - drainage gap locations line & grad to remain unchanged.

Total Item 1:.....\$22,800.00

2. Remove & replace top 3" of existing asphalt in 1 lift, 1 move per plan approx. 32,500 sq. ft.

Total Item 1:.....\$69,376.00

STRIPING

3. Restripe with thermoplastic 3 speed bumps, 730' DY, 3 type I arrows, 3 type IV (L) arrows, 390' of 4" fog line, and 450' of 6" traffic line per plan.

Total Item 3:.....\$10,330.00

TRAFFIC CONTROL

4. Traffic control/Cal-Trans joint permit.

Total Item 4:.....\$4,800.00

Grand Total:.....\$107,306.00
***Price is valid through December 31st, 2020

- **Note: Project will be completed in 1 move-in during the week.
- **Note: The off ramp to be closed during construction.
- **Note: These 3 locations to be done concurrently on same move.
- **Note: Price includes prevailing wages and traffic control per W.A.T.C.H. manual & Cal-Trans joint permit with City of Lake Elsinore.
- **EXCLUSIONS: Testing, survey, delineators monuments re-establishment, and slurry seal.

PRICE TO BE DETERMINED BY OWNERS OPTIONS AS INITIALED ABOVE

NOTE: UPON ACCEPTANCE OF THIS CONTRACT ALL TERMS, PROVISIONS, AND CONDITIONS AS SET FORTH ON THE REVERSE SIDE OF THIS CONTRACT SHALL BECOME PART OF THIS CONTRACT.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. You are hereby authorizing NPG Inc. to do the work as specified above with payment in full upon completion of work.

Accepted by: Print Name

Title

Authorized Signature

Date

PH. (760) 320-9600 Desert Division
PH. (951) 940-0200
FAX (951) 940-9192
We Handle All Phases of Asphalt
HOA Specialist
"Where Integrity & Quality Counts"



CONTRACT# 21-135
NPG ASPHALT
1354 Jet Way
Perris, CA 92571
Cont. Lic. #664779
www.npgasphalt.com

ESTIMATE TO (Client)
City of Lake Elsinore
521 Langstaff Ave
Lake Elsinore, CA 92530

DATE: 4/8/2021
PROJECT: Concrete
LOCATION: 570D & 570J Central Ave
Lake Elsinore, CA 92530

Attention: Daniel S.
Phone: 951-226-4864

Fax: 951-471-1251 E-mail: dsaaavedra@lake-elsinore.org Estimator: JO
NELSON PAVING & SEALING (hereinafter called Contractor) quotes the following estimate to Client for furnishing the materials, labor and performing the work hereinafter specified, subject to the terms and conditions hereinafter set forth on reverse side of estimate.

REMOVE & REPLACE CONCRETE

1. Remove approximately 635 sq. ft. of existing concrete drive approaches.
2. Make grade, compact sub-grade & form prior to pouring concrete.
3. Furnish and place 3250 psi ready mix concrete in approximately 635 sq. ft.
4. Once concrete has cured, Patch back asphalt at new approaches as needed on Central Ave.

Total Bid Items 1-4.....\$25,125.00
***Price is valid through August 31st, 2021

**Note: Project will be completed in 1 move-in.
**Note: Any additional sq. ft./ln. ft. required will be billed at unit pricing
**Note: Price includes prevailing wages.
**EXCLUSIONS: Permits, testing, inspection, striping, and ADA upgrades.

PRICE TO BE DETERMINED BY OWNERS OPTIONS AS INITIALED ABOVE
NOTE: UPON ACCEPTANCE OF THIS CONTRACT ALL TERMS, PROVISIONS, AND CONDITIONS AS SET FORTH ON THE REVERSE SIDE OF THIS CONTRACT SHALL BECOME PART OF THIS CONTRACT.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. You are hereby authorizing NPG Inc. to do the work as specified above with payment in full upon completion of work.

Accepted by: Print Name _____ Title _____ Authorized Signature _____ Date _____

NPG Corporation ("Contractor", made or "NPG") proposes to furnish the material and labor to perform the work specified in the estimate, appearing on the reverse side hereof and incorporated herein by reference, at the site therein designated for and the contract price therein estimated upon the following terms and conditions:

STANDARD TERMS AND CONDITIONS
(These are all part of your contract - PLEASE READ THEM CAREFULLY)

1. This proposal is subject to Client's written acceptance and will be delivered to NPG within ten days from date of estimate. If not accepted within such time, this proposal is subject to change or withdrawal until the bid/contract is accepted by Client, and approved by NPG. Terms of Client purchase orders, subcontracts, and/or credit approvals must comply with NPG Corp.'s standard terms and conditions and any special terms, conditions or warranties.

2. UNLESS OTHERWISE SPECIFIED HEREIN, THE CONTRACT PRICE SHALL BE NET US FUNDS, PAYABLE AT CONTRACTOR'S OFFICE (AS SHOWN ON REVERSE HEREOF) UPON COMPLETION OF WORK PAID BY CHECK OR ARRANGED FUNDS. Total amount due for unit price bids shall be determined by field measurement upon completion of work. If installment payments are provided for and the Client fails to pay an installment promptly when due, the Contractors, at its option, may declare the whole amount of said contract to be paid immediately and may refuse to continue work until payment in full is received. Alternatively, Contractor may also refuse to continue work until satisfactory security is given to the Contractor to ensure future prompt payment of installments.

3. Upon acceptance of the proposal by the Client and approval of the Contractor, it will become the entire agreement between the parties, notwithstanding any written or oral communications or negotiations. There are no covenants, agreements, representations, inducements, guarantees or warranties not herein expressly contained. The prices stated do not include any items of work not specified herein, and any additional items of work to be done at the Client's request will be billed as extra work. All material and labor prices are valid for 30 days unless otherwise specified on contract.

4. Should Client default hereunder, Client agrees to pay the Contractor an \$1,250.00 lien filing fee, or an \$1,250.00 stop notice filing fee as well as any and all costs incurred in collecting any balance owed. This dollar amount will be added to the last billing of the project. Any Mechanic's Lien release will be executed by the Contractor and the Client shall be responsible for recording the action.

5. Upon completion, Client agrees to inspect the work immediately and issue an acceptance to the Contractor, providing the work has been completed according to the terms of the contract. If work is not inspected upon completion, it is hereby agreed that the work was approved and payment will be forwarded to NPG. Any corrections must be submitted to NPG by email to info@npgcorp.com

6. The contract resulting from acceptance of this proposal is made in contemplation of latent conditions of the site and of existing economic conditions and not in anticipation of extraordinary inflation, depression, economic change, war or latent conditions of the site unknown to the Contractor. Contractor is not responsible for any delays or interruption of the work or for failure in performance, in whole or in part, by the Contractor caused by impossibility of performance, or by economic or financial frustration attributable to any circumstance or event of which could not have been reasonably foreseen by the Contractor. Nor are they responsible for any delays or interruption of work on account of transportation difficulties, governmental regulation of materials or labor, priorities of any kind, strikes, lockouts, boycotts, and differences with employees, acts of God or other causes beyond Contractor's control.

7. All permit and inspection fees paid by the Contractor to any public body by reason of the work hereunder shall be billed separately and not as a part of any of the prices stated herein. Such items shall be treated as an extra, and as such, will be subject to surcharges of 15% for overhead plus 15% for profit. All excise, privilege, occupation, sales, personal property, and other taxes (whether federal, state, or local) applicable to the sale, purchase, use, installation or ownership of material to be applied by Contractor hereunder, and for the payment or collection of which Contractor is liable, shall be added to the net contract price herein specified and shall be paid by the Client whether specifically set forth in the estimate or not.

8. If fills or rough grading of the site are to be made by others, the site must be left for Contractor at an elevation within one-tenth foot plus or minus of finished sub-grade elevation with material that will readily provide a firm and stable sub-grade. NPG is not responsible for water discharge of any area that has less than 2% fall, otherwise ponding is subject to occur.

9. Boundary, line surveys and civil engineering (including, but not limited to setting lines and grades, and staking) requiring the services of a licensed civil engineer, if necessary, shall be provided by Client or at Client's expense, in addition to the contract price. Contractor assumes no responsibility for the correctness of such survey or civil engineering. Client assumes full responsibility for design of grade, provision for drainage and discharge of waters from the site, and Contractor shall have no liability or responsibility thereof. Should any such responsibility be placed upon Contractor by agreement, circumstances, or operation of law, or if engineering services by Contractor's employees are necessary to proper performance of the work, then the cost plus 15% thereof for overhead and 10% of the cost including overhead for profit of fulfilling such responsibility or performing such engineering services or both shall be chargeable to the Client as an extra.

10. Contractor warrants that the materials to be furnished hereunder will be as specified or equal, and that all work shall be done and performed in a good and workmanlike manner. Contractor expressly assumes no responsibility for failures of work caused by the settling of fills placed by others, whether caused by the use of improper fill materials or otherwise. NPG is not responsible for any damages that are caused by others (vehicles driving or pedestrians walking through barricaded areas etc.). These will be repaired at owner's expense.

SPECIAL CONDITIONS

NPG warrants all materials/workmanship for one year from date of installation. Owner/Contractor to accept NPG's insurance limits. Progress billings upon completion of work completed. Payment is due in full upon completion of contract work. No retention to be held. Past due accounts will be charged a finance charge of 1 1/2% /annual percentage of 18% applied to the previous balance after deducting current payments and credits. If NPG engages a collector or attorney at law to collect the purchase price or any part thereof, purchaser agrees to pay all fees, expenses, attorney's fees, including court costs incurred by NPG Corporation in collection of said debt. Start date to be negotiated upon signing of contract. Upon acceptance of proposal, preliminary information must be provided. Bid is based upon one move-in unless otherwise noted, cost of additional moves will be negotiated as they occur. Client terms, purchase order, subcontract, and/or credit approvals must comply with all NPG's terms, conditions, or warranties unless otherwise noted. If client's terms do not comply, contract will be cancelled. Certificate of Insurance will only apply to work that NPG is performing. Excludes engineering, staking, soil testing, permits, construction water, handling/disposal of buried or hazardous materials, handling/disposal of rocks, removal/collection of utilities/irrigation, replacement of landscaping, backfill of curbs, import-export, home owners notification, erosion control, and dust control, unless noted in bid. All costs associated with the implementation and maintenance of the "Storm Water Pollution Prevention Plan" will be billed on a time and material basis plus 20% overhead, if required. All costs and responsibilities for implementing and maintaining a Fugitive Dust "PM 10" mitigation plan and/or N.P.D.E.S. are to be done by others. All items will be billed at unit cost or contract amount whichever is greater. Price excludes prevailing wage unless otherwise noted. All public works projects, once NPG's scope of work is 100% completed -- retention may only be held for a period of 60 days.

Approved & Submitted by: NPG Corporation

Accepted By Client (Printed Name):

Authorized Representative:
NPG Corporation
Office (951) 940.0200
www.npgcorp.com

P.O. Box 1515, Perris, CA 92571
Fax (951) 940.9192

Client Signature
Client Status: ☐ Corporation ☐ Partnership
☐ Occupant ☐ Owner ☐ Contractor
☐ Prop. Mgr ☐ Occupant
Date
Title

11. Contractor shall not be obligated to perform extra work or supply rental equipment without specific authorization from Client or Client's representative. Client is to have someone of authority on project site at all times. Any questions regarding specifications, scope of work or procedure will be referred to that representative. NPG will not be responsible for extra costs resulting from directions and/or changes made by an inspector and/or resident engineer. All such costs will be the responsibility of the customer. During the course of the contracted work, any existing asphalt damaged by the contractor's equipment due to insufficient support of asphalt structure will be billed as an extra for repairs. Repairs of these areas are in no way to be a part of the base bid. Client is responsible for turning off flowerbed water and/or irrigation systems prior to contractor's arrival and during course of work.

12. NPG Corp. will only indemnify client when asked on subcontract for the work being performed on said contract. NPG will not pay attorney fees for others in lawsuits or losses at all. NPG's Certificate of Insurance is for the scope of work being performed under said contract only.

13. Special conditions imposed by any permits issued to owner and not noted on the plans or specifications will not be considered in this scope of work. Any and all engineering, construction surveying, testing, and inspection fees are to be paid by client. In the event a section of paving and/or base changes, new prices will be negotiated. Any conditions not caused by contractor that may require the shutdown of work or requiring an extra move in will be billed as extra work per our T&M rate posted online at www.npgcorp.com. Rates will have a mark up of 10% profit and 10% overhead which will be added in the office billing.

14. NPG is not responsible for existing asphalt breaking up due to soft sub-grade, this shall become a negotiated item. Quantities used are approximate and are subject to physical measuring and corrections. If necessary, changes will be made with unit prices applying. Water is to be furnished to on site source by others. Applying water is included. All vehicles and obstacles are to be removed from area prior to contractor's arrival. Contractor is not responsible for stuffing due to power steering and/or hot weather. Contractor cannot guarantee adhesion of material to heavily oil soaked pavement. Longer dry time may be needed due to cold and/or wet weather. All cracks are subject to re-paving at any time and there is no guarantee/warranty applying to crack filling. Cures and fills are both subject to expansion and contraction of cracks due to earth movement from areas that have been previously completed or are new installations. Contractor is not responsible for residual cracking due to expansion and/or contraction of pavers in concrete. Contractor is not responsible for damage to underground lines, cables or plumbing that may be in direct line with the job site. NPG Corporation accepts no responsibility for ADA compliance and will indemnify itself and its officers from any lawsuits arising from any trip and fall hazards etc., as owner shall accept all responsibility.

15. ARBITRATION OF DISPUTES: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR THE BREACH THEREOF SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. CLAIMS WITHIN THE MONETARY LIMIT OF THE SMALL CLAIMS COURT SHALL BE LITIGATED IN SUCH COURT AT THE REQUEST OF EITHER PARTY, SO LONG AS BOTH PARTIES LIMIT THEIR RIGHT TO RECOVERY TO THE JURISDICTION OF THE SMALL CLAIMS COURT. ANY CLAIM FILED IN SMALL CLAIMS COURT SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO ARBITRATE, AND IF A COUNTER CLAIM IN EXCESS OF THE JURISDICTION OF THE SMALL CLAIMS COURT IS FILED IN THE MUNICIPAL OR SUPERIOR COURT, THEN THE PARTY FILING IN SMALL CLAIMS COURT MAY DEMAND ARBITRATION PURSUANT TO THIS PARAGRAPH.

NOTICE: BY INITIATING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL BY INITIATING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

I AGREE TO ARBITRATION.

I AGREE TO ARBITRATION.

Customer's initials
Contractor's initials

PH. (760) 320-9600 Desert Division
PH. (951) 940-0200
FAX (951) 940-9192

**We Handle All Phases of Asphalt
HOA Specialist**

"Where Integrity & Quality Counts"

ESTIMATE TO (Client)

City of Lake Elsinore
521 Langstaff Ave
Lake Elsinore, CA 92530

Attention: Daniel S.

Phone: 951-226-4864

Fax: 951-471-1251

E-mail: dsaavedra@lake-elsinore.org

Estimator: LT

NELSON PAVING & SEALING (hereinafter called Contractor) quotes the following estimate to Client for furnishing the materials, labor and performing the work hereinafter specified, subject to the terms and conditions hereinafter set forth on reverse side of estimate.

CONTRACT#

21-078

NPG ASPHALT
1354 Jet Way
Perris, CA 92570

Cont. Lic. #664777
www.npgasphalt.com

3/9/2021

Asphalt & Concrete

571 D. Bldg Crane St

& 570 D Central Ave.

Lake Elsinore, CA. 92532

MAR 11 REC'D

DATE:

RECEIVED

PROJECT:

LOCATION:

BY:

BID #1 ~ REMOVE & REPLACE ASPHALT

1.Remove & replace top 3" of asphalt approximately 29' x 315' totaling 9,135 sq. ft. includes 4 valves replacement and 1 manhole protect in place (excludes seal and stripe)

**Note: Price based on current contract:

A: \$2.65 sq. ft. for 2" (& 1" additional \$1.325 sq. ft.)

B: 4 valves replacement x \$150.00 each totaling \$600.00

C: Mobil to 1 site \$300.00

Total Asphalt:

\$32,963.88

Initial If Accepted

***Price is valid through September 30th, 2021

BID #2 ~ CONCRETE REPAIRS

1.Remove & replace 8 concrete ramp to ADA standards, including truncated domes. (Includes monolithic back curb if needed).

2.Remove & replace 6' x 235' x 4' concrete includes side walk at 11 locations per plan.

3. Remove & replace 6' concrete approach / spandrel 1,478 sq. ft. at 6 locations per plan.

4. Remove & replace 20' concrete C&G at 2 locations.

5. Asphalt slot patch approximately 6" x 3' x 50' per plan at 1 location.

Total Concrete:

\$74,946.00

Initial If Accepted

***Price is valid through September 30th, 2021

**Note: Project will be completed in 1 move-in for bid #1, and 1 move-in includes max 4 consecutive days for bid #2.

**Note: Includes traffic control per W.A.T.C.H manual for lane closure only as needed.

**Note: Price includes prevailing wages.

**EXCLUSIONS: Permit, traffic control plan, surveyor's benchmark, seal & stripe.

PRICE TO BE DETERMINED BY OWNERS OPTIONS AS INITIALED ABOVE

NOTE: UPON ACCEPTANCE OF THIS CONTRACT ALL TERMS, PROVISIONS, AND CONDITIONS AS SET FORTH ON THE REVERSE SIDE OF THIS CONTRACT SHALL BECOME PART OF THIS CONTRACT.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. You are hereby authorizing NPG Inc. to do the work as specified above with payment in full upon completion of work.

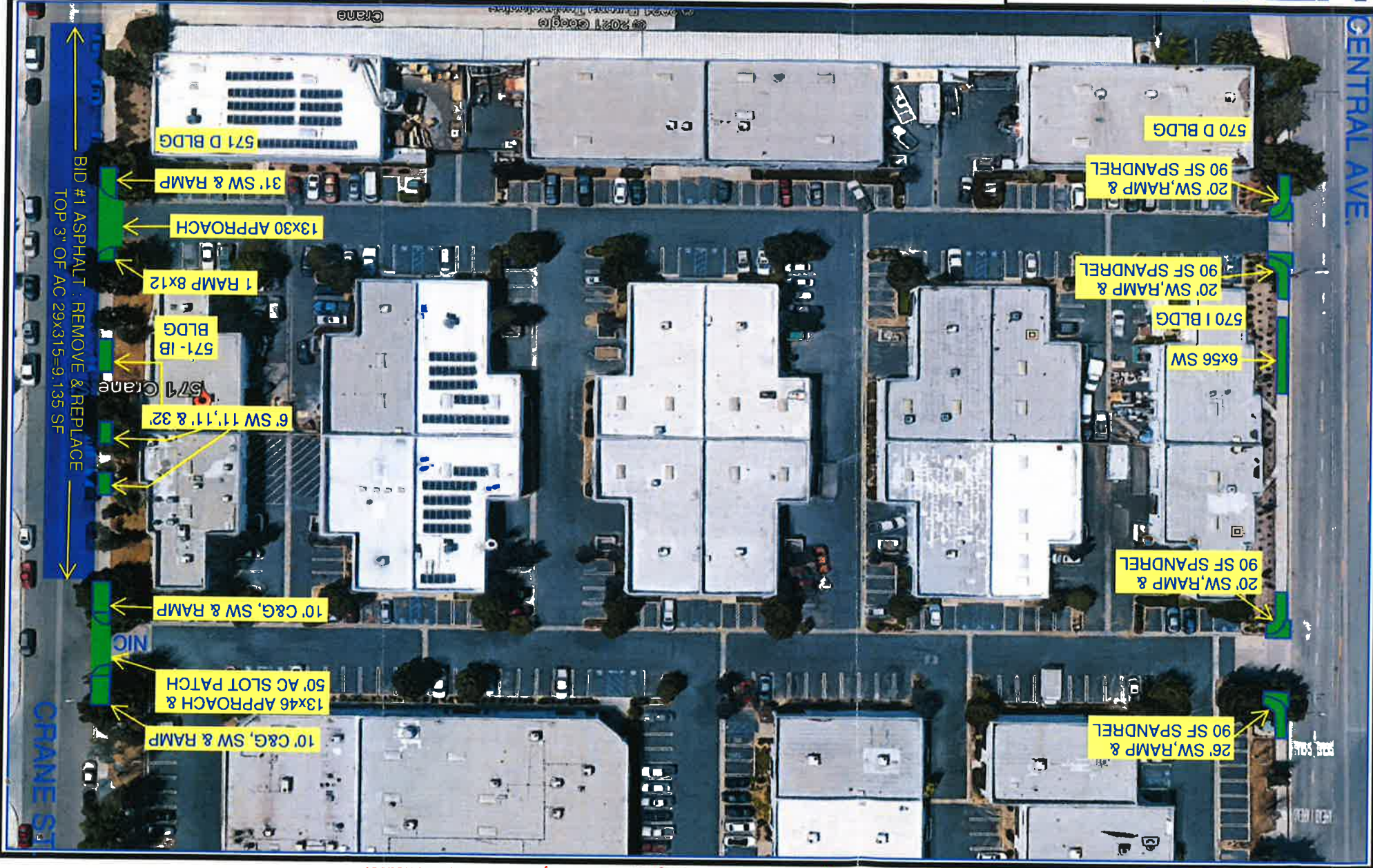
Accepted by: Print Name

Title

Authorized Signature

Date

(Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.



NDG ASPHALT

Lou Ton - Project Engineer
lton@npgasphalt.com

CELL: 951/204-8100

WWW.NPGASPHALT.COM

1354 Jet Way, Perris, CA 92571
Desert Division: 760.320.8600 Tel
951.940.9192 Fax

Inland Empire: 951.940.0200 Tel

BID #1 ASPHALT: R/R TOP 3" AC 29X315=9,135 SF. REPLACE 4 VALVES & PIP 1 M.H.

BID #2 CONCRETE: 1. R/R 8 PCC RAMPS TO ADA STD. W/ TRUNCATED DOMES
2. R/R 6'x235' PCC 4" SW = 1,410 SF @ 11 LOCATIONS
3. R/R PCC 6" APPROACH/SPANDREL 1,478 SF @ 6 LOCATIONS.
4. R/R 20' PCC C&G @ 2 LOCATIONS.
5. SLOT PATCH W/ 6" AC 3x50 @ 1 LOCATION.

EXCLUDES PERMIT, TRAFFIC CONTROL PLAN, SURVEYOR'S BENCHMARK, SEAL & STRIPE.
INCLUDES LANE CLOSURE PER W.A.T.C.H. MANUAL ONLY

571 D BLDG CRANE ST
& 570 D CENTRAL AVE
LAKE ELSINORE, CA.

3/9/2021