

24200 Clawiter Road
P.O. Box 3367
Hayward, CA 94540



Tel: (510) 723-0280
Fax: (510) 723-0288
License No. 439591

Date: 9/3/2020

American Asphalt Repair & Resurfacing Co., Inc.

Estimator: Dale Kunz
Cell: (650) 333-3341
dale@americanasphalt.com

Proposal #: PR-20235

Proposal & Contract

Billing Address: MT. Diablo Unified School District 2326 Bisso Lane Concord, CA 94520 beigartenc@mdusd.org Phone: 925-825-7440 ext 3740 Fax: 925-687-5044 Charlie Beigarten	Property Address: Ygnacio Valley High 755 Oak Street Concord, CA 94520 Project Name: Credit Ygnacio high school
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Sq Ft.	Scope of Work	Unit	Total
	Credit for no install of 200' of fabric Credit for labor		\$3,800.00
	Total Bid		\$3,800.00

PAYMENT TO BE MADE AS FOLLOWS: **NET UPON COMPLETION**

As a California Contractor, work is warranted against failure due to poor workmanship or faulty material, for a period of 1 year. However, we will offer a **THREE-YEAR WARRANTY** provided payment is made per terms. Non-payment per terms voids the extended warranty.

ACCEPTANCE OF PROPOSAL All the terms and conditions set forth on the reverse side of this Proposal and Contract are incorporated herein by reference and have been read and understood by the undersigned. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Prices quoted are valid for 30 days.

Charlie Beigarten 9/9/2020
Authorized Customer Signature Date

American Asphalt Signature Date

CREDIT



AAA FENCE COMPANY, INC.

2746 SCOTT BLVD, SANTA CLARA, CA 95050
PHONE (408) 727-5465 FAX (408) 970-8680

AMERICAN ASPHALT
ATN: DALE KUNZ

August 31, 2020

PROJECT: MDUSD TENNIC COURTS - YGNACIO VALLEY HS

PROPOSED CHANGE ORDER -

1) CREDIT FOR DELETED WORK

- DELETE LABOR TO INSTALL 200' LF OF NEW CHAIN LINK FABRIC AT YGNACIO VALLEY HS SOUTH COURTS. (CHAIN LINK FABRIC 200' LF TO BE DELIVERED TO SCHOOL DISTRICT)
- DELETE LABOR AND WINDSCREEN MATERIALS FOR 200' LF OF 9' HIGH WINDSCREEN INSTALLATION AT YGNACIO VALLEY HS SOUTH COURT

THE CREDIT COST IS \$3,750.00

Thanks.

AAA Fence Company Inc.

Scott Hutchings

Scott Hutchings

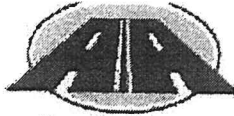
Estimator

Accepted for *American Asphalt*
Customer by *DALE KUNZ*
Title *Chief Estimator*

EXCLUSIONS: Bond Premium, Waiver of Subrogation on Workers Compensation Insurance, Building Permits, Railroad Protective Liability Policy, Special Coverage Insurance Premiums, Penalties for Delays beyond AAA Fence Control, Clearing / Grubbing, Grading, Concrete & Asphalt Patching, Lightning Protection System, Temporary Fences, Surveys and Layout staking, Traffic Control, Painting, Demo / Removal of fences, Embeds for fence posts such as Wield Plates / Post Pockets / Socktube or Sleeves, Core-Drilling and Saw Cutting, Dewatering or Castings for post holes that encounter water during or after post hole drilling, Removal or Disposal of Dirt Spots (Dirt spots will be left near the fence post holes), Removal or Disposal of Hazardous Substances, Padlocks & Locking Hardware, Keying and cores for locks, Knox Boxes and Knox Padlocks, Guards/Js, Handrails, Concrete Mixbenches and Flat Work, Hand Digging post holes, Potholing, Liability For Locating Underground Utilities (except as identified by USA Underground), Liability For Damages To Un-located Underground Utilities, Landscape Restoration - Damages or repairs to landscaping, flower / planter beds, trees, shrubbery, drain lines and pipes, sprinklers and irrigation lines, electrical or phone lines, etc. during installation of this scope of work. Repairs to existing fences as needed, Windscreens, Guards/Js, Railings, Handrails, Signs on fences and gates, Bollards, POWER, FENCE GROUNDING & ELECTRICAL WORK, CONDUITS, TELEPHONE LINE(S), ACCESS CONTROL WIRING, AND ACCESS CONTROLS EXCLUDED UNLESS SPECIFICALLY INCLUDED ABOVE. (CONDUITS BY OTHERS TO BE CLEARLY LABELED, MARKED ON DRAWINGS, AND HAVE PULL STRINGS.), ENGINEERING CALCULATIONS, STAMPED DRAWING, CAD DRAWINGS, 3D DRAWINGS, BIM MODELING, UNDERGROUND UTILITIES BEYOND U.S.A. ARE TO BE LOCATED AND CLEARLY MARKED, OR EXPOSED BY G.C., OWNER, END USER OR THEIR RESPECTIVE REPRESENTATIVE PRIOR TO MOBILIZATION TO BEGIN DIGGING.

Proposal is Valid for 60 Days - Acceptance of this Proposal will require this Proposal and Bid Clarifications to be incorporated into the Contract Documents as an Exhibit and shall include all Exclusions noted above. AAA Fence Company will be provided with two complete sets of plans and specifications free of charge. AAA Fence Company's Bid Clarifications listed below are incorporated into and made part of this Proposal. The Proposal, Bid Clarifications, and Exclusions are Material terms of the bid Proposal and any subcontract agreement. After 60 Days the Proposal & prices shall not be reasonably relied upon.

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Date: 9/3/2020

American Asphalt
 Repair & Resurfacing Co., Inc.

Estimator: Dale Kunz
 Cell: (650) 333-3341
 dale@americanasphalt.com

Proposal #: PR-20232

Proposal & Contract

Billing Address: MT.Diablo Unified School District 2326 Bisso Lane Concord, CA 94520 beigartenc@mdusd.org Phone:925-825-7440 ext 3740 Fax:925-687-5044 Charlie Beigarten	Property Address: Ygnacio Valley HS 755 Oak Grove Concord, CA 94518 Project Name: Ygnacio Valley HS
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Sq Ft.	Scope of Work	Unit	Total
	POTENTIAL CHANGE ORDER Additional cost to provide and install 5 new panic hardware gates at Ygnacio Valley high school south courts to replace the existing gates each gate includes 2 new 4" square gate posts slide over the top of existing 2-7/8" gate posts and welded to secure. Tie in existing rails to to the new gate posts, tie in chain link fabric to new posts install new panic hardware gate with closers to match the new gates at the north court includes 2" square gate pipe frames (including at the other courts) panic hardware and locinox mammoth 180 closers to match the new courts at Ygnacio & Mt Diablo		\$36,000.00
	Total Bid		\$36,000.00

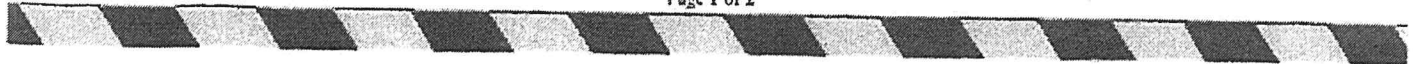
PAYMENT TO BE MADE AS FOLLOWS: **NET UPON COMPLETION**

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ACCEPTANCE OF PROPOSAL All the terms and conditions set forth on the reverse side of this Proposal and Contract are incorporated herein by reference and have been read and understood by the undersigned. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Prices quoted are valid for 30 days.

[Handwritten Signature] 9/3/2020
 Authorized Customer Signature Date

 American Asphalt Signature Date



AAA FENCE COMPANY, INC.

2746 SCOTT BLVD. SANTA CLARA, CA 95050
PHONE (408) 727-5465 FAX (408) 970-8680

AMERICAN ASPHALT
ATN: DALE KUNZ

August 31, 2020

PROJECT: MDUSD TENNIC COURTS - YGNACIO VALLEY HS

PROPOSED CHANGE ORDER -FD #1

1) ADDITIONAL COST TO PROVIDE AND INSTALL 5 NEW PANIC HARDWARE GATES AT YGNACIO VALLEY HS SOUTH COURTS TO REPLACE 5 EACH EXISTING PEDESTRIAN GATES.

- EACH GATE INCLUDES 2 NEW 4" SQ GATE POSTS SLIDE OVER THE TOP OF THE EXISTING 2-7/8"OD GATE POSTS AND WELDED TO SECURE, TIE IN EXISTING RAILS TO THE NEW GATE POSTS, TIE IN CHAIN LINK FABRIC TO NEW GATE POSTS, INSTALL NEW PANIC HARDWARE GATE WITH CLOSERS TO MATCH THE NEW GATES AT THE NORTH COURT.

Includes 2" square gate pipe frames (including at the other courts), panic hardware and locinox mammoth 180 closers to match the new tennis courts gate at the Ygnacio Valley HS North Court & MT Diablo HS.

THE ADDITIONAL COST IS \$33,600.00

Thanks.

AAA Fence Company Inc.

Scott Hutchings

Scott Hutchings
Estimator

Accepted for
Customer by

American Asphalt
DE KURTZ
Title Chief Estimator

EXCLUSIONS: Bond Premium, Waiver of Subrogation on Workers Compensation Insurance, Building Permits, Railroad Protective Liability Policy, Special Coverage Insurance Premiums, Penalties for Delays beyond AAA Fence Control, Clearing / Chubing, Grading, Concrete & Asphalt Patching, Lightning Protection System, Temporary Fences, Surveys and Layout staking, Traffic Control, Painting, Demo / Removal of fences, Embeds for fence posts such as Weld Plates / Post Pockets / Sonitube or Sleeves, Core Drilling and Saw Cutting, Dewatering or Casings for post holes but encounter water during or after post hole drilling, Removal or Disposal of Dirt Spoils (Dirt spoils will be left near the fence post holes), Removal or Disposal of Hazardous Substances, Pickets & Locking Hardware, Keying and cores for locks, Knox Boxes and Knox Pushlocks, Guardrails, Handrails, Concrete Mowbands and Flat Work, Hand Digging post holes, Potholing, Liability For Locating Underground Utilities (except as identified by USA Underground), Liability For Damages To Un-located Underground Utilities, Landscape Restoration - Damages or repairs to landscaping, flower / planter beds, trees, shrubbery, drain lines and pipes, sprinklers and irrigation lines, electrical or phone lines, etc. during installation of this scope of work. Repairs to existing fences as needed, Windscreens, Guardrails, Railings, Handrails, Signs on fences and gates, Bollards, POWER, FENCE GROUNDING & ELECTRICAL WORK, CONDUITS, TELEPHONE LINE(S), ACCESS CONTROL WIRING, AND ACCESS CONTROLS EXCLUDED UNLESS SPECIFICALLY INCLUDED ABOVE. (CONDUITS BY OTHERS TO BE CLEARLY LABELED, MARKED ON DRAWINGS, AND HAVE PULL STRINGS.), ENGINEERING CALCULATIONS, STAMPED DRAWING, CAD DRAWINGS, 3D DRAWINGS, BIM MODELING, UNDERGROUND UTILITIES BEYOND U.S.A. ARE TO BE LOCATED AND CLEARLY MARKED, OR EXPOSED BY G.C., OWNER, END USER OR THEIR RESPECTIVE REPRESENTATIVE PRIOR TO MOBILIZATION TO BEGIN DIGGING.

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License No. 439591

Date: 12/4/2020
Proposal #: PR-20842

American Asphalt
Repair & Resurfacing Co., Inc.

Estimator: Dale Kunz
Cell: (650) 333-3341
dale@americanasphalt.com

Proposal & Contract


<p>Billing Address: MT.Diablo Unified School District 2326 Bisso Lane Concord, CA 94520 beigartenc@mdusd.org Phone:925-825-7440 ext 3740 Fax:925-687-5044 Charlie Beigarten</p>	<p>Property Address: Ygnacio Valley High 755 Oak Grove Road Concord, CA 94518 Project Name: Ygnacio Valley High Bollards</p>
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Sq Ft.	Scope of Work	Unit	Total
4	Based on quantities, scope and details provided by Owner American Asphalt will furnish and install prevailing wage labor, materials, equipment and services as required to complete the following:		
	Excavate 4 areas to a depth of 3 feet, off hauling spoils from site.		
	Furnish and place four 6 inch bollards in a 3' deep concrete bed.		
	Fill all four bollards with concrete.		
	Paint all 4 bollards yellow.	1667	\$6,668.00
Total Bid			\$6,668.00

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Authorized Customer Signature **Date**

American Asphalt Signature **Date**



1. As part of this contract, American Asphalt R&R Co., Inc., is the "Contractor" and the client listed is the "Owner."
2. NOTICE TO OWNER: (Section 7019-Contractors License Law): under the Mechanic's Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. "Under the law you may protect yourself against such claims by filing, before such work or improvement, an original contract for the work or improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract. Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar, Contractor's State License Board, 3132 Bradshaw Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
3. Your attention is directed to sections 3097, 3098 and 3111, California Civil Code which requires us to notify you by way of a California Preliminary Notice "that if bills are not paid in full for labor, services, equipment or materials furnished, or to be furnished, the improved property (which is described hereon) may be subject to liens." This statement is applicable to private work only. This is not a reflection on the integrity of you or any contractor or subcontractor.
4. CHANGES IN WORK SCOPE: Owner may not require Contractor to perform extra or change-order without providing written authorization prior to the commencement of work covered by the new change order. A Change Order, relative to specific change order work, shall be incorporated into the Contract and shall become part of Contract only if it is in writing and signed by the Parties prior to the commencement of any work covered by the Change Order. Each Change Order shall be subject to the terms and provisions of the Contract.
5. HIDDEN CONDITIONS: The Contractor shall not be obligated to perform any work to correct damage caused by any hidden conditions including, but not limited to, unknown subsurface conditions, code upgrades, unforeseen construction deficiencies, etc. unless expressly included in the written specifications of Work.
6. The Contractor, at its own cost and expense, shall procure and maintain during the continuance of this contract, a policy of worker's compensation or employer's liability insurance for protection of the employees, including executive, managerial and supervisory employees, engaged in work on the project.
7. OWNER RESPONSIBILITIES: Owner will point out and warrant the property lines to Contractor; Owner shall take all responsibility for entering and being on Project being worked upon by Contractor during the course of Project: Owner will be responsible for obtaining permission, whenever and wherever necessary during the course of Project, from the appropriate parties or authorities with respect to performing operations on or from adjoining properties.
8. At owner's own cost and expense, shall procure promptly after execution of this contract, and maintain during the continuance of this contract, a policy of fire insurance with course of construction, vandalism, and malicious mischief clauses attached, insuring the project and all materials delivered to the site of the project, for their full insurable value, with loss thereunder payable to owner and Contractor as their interest may appear.
9. LATE PAYMENTS: If Owner fails to make payments to Contractor in accordance with the Contract, Owner agrees to pay Contractor a late charge equal to the rate of 1 ½% per mo. Or 18% per annum on such payments owing until paid.
10. PERMIT FEES, TAXES: Unless otherwise provided in the Contract, Owner shall reimburse Contractor for all sales taxes which are legally enacted on the date of the Contract, any permits, and any inspections necessary for the proper execution and completion of Work.
11. ADA: Contractor is not a certified ADA consultant and makes no representation regarding whether any portion of the Work is in compliance with the ADA. Contractor recommends that Owner engage an ADA consultant to evaluate all planned work for ADA compliance. Owner agrees that Contractor shall have no responsibility for ADA compliance relating to its work.
12. INDEMNIFICATION: To the extent caused by the willful misconduct and active or sole negligence of Contractor, or Contractor's agents or independent contractor. Contractor shall indemnify, defend, release and hold harmless Owner from and against all claims, demands or liabilities for damages, losses or expenses, including but not limited to attorneys' and consultants' fees, costs and expenses, arising out of Contractor's work on the Project and resulting in death or bodily injury, injury to property, tangible or otherwise, including the loss of use resulting therefrom, other than Project itself.

Unless caused by Contractor's active or sole negligence or willful misconduct, Owner shall indemnify, defend, release and hold harmless Contractor, Contractor's employees, agents, and independent contractors who are directly responsible to Contractor from and against all claims, demands or liability for damages, losses or expenses, including but not limited to attorneys' and consultants fees, costs and expenses, arising out of or encountered in connection with the Project to such extent as not in contradiction of the preceding paragraph pertaining to the indemnity obligations of Contractor.

The obligations of Owner and Contractor under this Paragraph entitled "Indemnification" shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Contractor or subcontractors under workers' compensation acts, disability benefit acts or other employee benefits, insurance required under the Paragraph entitled "INSURANCE", or whether the matters as to which the indemnification apply arise during the course of or after completion of Project and shall apply regardless of Contractor's or Owner's breach of the Contract, and nothing shall be deemed to abridge the rights, if any, of Owner and Contractor seek contributions where appropriate and shall extend to matters occurring and/or arising after completion of Project and/or the termination and/or conclusion of the Contract, as well as during the indemnity, hold harmless, defense and release provided to Contractor, in any term or provision of the Contract, is not to the exclusion or prohibition of any other remedy or course of action as all such remedies are cumulative and are separately and individually, as well as jointly enforceable.
13. WARRANTY: For a period of one year following the date of substantial completion of Work, Contractor guarantees the Work against original defects of material and workmanship and agrees to mitigate, at its own cost, any Work which does not conform to the Contract or meet the standards of the industry, and remedy any defects resulting from faulty materials or workmanship which become evident, excluding any changes caused by normal settling and shrinkage. However, we will offer a three year warranty provided payment is made per terms. Non-payment per terms voids the extended warranty.

If set out in the Contract, Contractor agrees to sealcoat the asphalt pavement with the product specified herein. The sealcoat product used will meet or exceed the specification. The intended use of sealcoating materials is to resurface existing asphalt pavements and is not intended to restore badly cracked or broken base pavement nor permanently seal cracks subject to base movement. Cracks sealed or filled may open again.

Contractor is not liable for cracks which will occur in the new pavement surface due to earth movement, soil expansion, soil contraction or tree roots. This applies to all new asphalt and concrete surfaces.
14. VENUE: In the event of the commencement of legal proceedings alleging violations of the terms of the Contract, Alameda County, California shall be deemed the appropriate venue (unless Project is located in another County in which event that County shall be appropriate for the enforcement of mechanic lien rights) for the litigation due to, but not limited to, the fact that payment to Contractor is to be made in Alameda County, California and/or this the Contract is deemed to have been entered into in Alameda County, California.
15. DISPUTES: If either party becomes involved in any litigation arising from or relating to this contract or the performance of it, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including expert witness fees.
16. TIME OF THE ESSENCE: All time limits stated in this contract are of the essence to this contract, and failure to comply with this provision shall be a material breach of this contract. Unless otherwise expressly stated, all references in this contract to days mean calendar days.