



# TRINITY CONSTRUCTION

LICENSE NO. 462758

(209) 532-6263

20865 Heavenly Dr., Sonora, CA 95370



DATE: September 10, 1996

TO: Odd Fellows Sierra Park  
P.O. Box 116  
Long Barn, CA 95335  
(209) 586-3098

PROJECT: Pavement Overlay.

We hereby propose to furnish all labor, materials and equipment to complete the following work:

BID #1. Clean the surface of the pavement, place Petro-Mat paving fabric and 2" compacted thickness asphaltic concrete overlay. Approximate area is 20,740 square feet.

TOTAL LUMP SUM \$ 16,178.00

BID #2. Clean the surface of the pavement, place Petro-Mat paving fabric and 2" compacted thickness asphaltic concrete overlay. Approximate area is 12,140 square feet.

TOTAL LUMP SUM \$ 10,715.00

BID #3. Combination of Bid #1 and Bid #2 together with 1 move in. Approximate area is 32,880 square feet.

TOTAL LUMP SUM \$ 24,207.00

PLEASE CIRCLE THE BID NUMBER YOU WOULD LIKE, SIGN AND RETURN A COPY TO TRINITY CONSTRUCTION.

This proposal is quoted for acceptance within 10 days, applies only to the project specified and is limited to the work being performed during the 1996 paving season.

**PAYMENT TERMS:** Cost of material as a down payment, balance upon completion. When accepted by the Purchaser, this proposal constitutes a binding contract between the parties hereto, incorporating each and every one of the provisions on the reverse hereof and any attachment hereto. To accept this proposal return one signed, dated copy to us, keeping the other for your records.

Purchaser:

Contractor: Trinity Construction

By:

By: *Wayne Winfield*

Date:

Wayne Winfield, Owner

## General Provisions

- 1) Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board, whose address is: Contractors' State License Board, P. O. Box 26000, Sacramento, CA 95826.
- 2) The performance and/or delivery shall commence not later than specified on the front page. In the event of delays caused by Purchaser beyond this date, cost increases (if any) shall be charged to the Purchaser's account.
- 3) Contractor shall not be liable for failure of performance or failure or delay in delivery by reason of any contingency beyond Contractor's reasonable control.
- 4) Unless expressly agreed in writing, Contractor shall not responsible for the operation and results of any technical advice in connection With the design, installation or use of the product sold hereunder.
- 5) No promises, agreements or understandings have been made other than contained herein. No agent has any authority to obligate Contractor to any terms or conditions not herein expressed unless approved in writing.
- 6) All payments are to be made by Purchaser to Contractor's address shown on the front page. Accounts are due and payable in accordance with the terms shown on the front page. When applicable, Contractor will submit progress pay estimates for work actually completed at the end of each month, and Purchaser will pay 90% of the invoice amount due within ten (10) days after receipt of such billing. The amounts so paid shall be deducted from the final billing alter completion of all work.
- 7) The bases for payment are:
  - a) LUMP SUM CONTRACT: The contract amount, plus or minus any changes mutually agree upon in writing.
  - b) ITEM-PRICED CONTRACT: Calculated quantities based on measurements of completed work in place, or substantiated by weight slips and/or scale sheets for materials delivered and incorporated into the work, multiplied by applicable Item Prices.
- 8) The Finance Charge on past due accounts is a fixed amount of 1.5% per month on the principal balance due, which is equal to an annual percentage rate of 18%. In the event of nonpayment of past due accounts, the entire amount of both principal and interest accrued at such time shall become due, payable and collectible without notice at the option of Contractor. Purchaser agrees to pay reasonable attorney's fees incurred, with or without legal action, as well as any court costs in collecting the past due account.
- 9) Failure of Contractor to enforce any of These conditions or to exercise any right shall in no way affect such rights and no failure shall be construed as a waiver in respect to other or future occurrences.

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*To our Valued Customer,*

*We are pleased to enclose two (2) copies of our proposed contract for property improvements you would like to have made. To accept our proposal, sign and return one (1) copy to us, keeping the other for your records.*

*Along with your signed contract ..... please complete and return the lower portion of this letter. In addition to securing accurate billing information, we are complying with standard California construction law which obliges us to obtain Preliminary Notice information for every contract we enter.*

*We thank you in advance for your cooperation and assistance with this preliminary paperwork. It is our aim to provide each customer with courteous service and superior workmanship. We hope your experience with our company is a good one.*

*X*

Billing Account Name

Mailing Address

Phone and/or FAX

Project Physical Address

Property Owner (if different from above)

Mailing Address

Lender, if project is being financed

Mailing Address

Prime Contractor (if any)

Mailing Address