W. C. MALONEY, LLC
PO BOX 30326
STOCKTON, CA 95213-0326
(209) 942-1129 Fax: (209) 942-2579

QUOTE

Quote #: 88210
Date entered: 02/09/23
Bid Date: / /

CUSTOMER INFORMATION	JOB SITE INFORMATION
Dan Holman p o box 1414 Oakdale ,CA 95361 (209) 743-0846 Fax: (209) 847-7487 Ordered By: Salesman: Glenn Sweesy	Cust # 003543 Fallen Leaf Lake South Lake Tahoe, CA Foreman:

Details

Item / Desc	Qty	Unit Price	Extended

WE WILL SUPPLY ALL MATERIALS, LABOR AND EQUIPMENT FOR THE FOLLOWING:

Removal, trucking and disposal of
26 - 4' x 20' docks
20 - 5' x 20' docks
2 - 5' x 16' gangways

$32,123.00

INCLUDED
Dump Fees

EXCLUSIONS
Removal of any Hazardous Material
(lead paint, asbestos, waste oil, etc.)
Traffic Control (Auto/Pedestrian)
Relocate/Salvage i.e.Saving or Salvaging for Relocation or Reuse on Project or Owners Reuse

REQUIREMENTS
Access to Work Areas
Work to be Performed During Normal Hours.
No Retention Will Be Held From Progress Payments
W.C. MALONEY'S INDEMNITY OBLIGATIONS AND OTHER PAYMENT OBLIGATIONS UNDER THIS SUBCONTRACT ARE EXPRESSLY LIMITED TO AND SHALL NOT EXCEED OBLIGATIONS, LOSSES, DAMAGES, ETC., COVERED BY AND ACTUALLY PAID BY W.C.MALONEY'S INSURANCE AS REQUIRED IN THIS SUBCONTRACT.
-THIS QUOTE REPRESENTS MY FULL SCOPE OF WORK AND SHALL BE MADE PART OF THE SUBCONTRACT ALONG WITH THE "W.C. MALONEY TERMS AND CONDITIONS".
Contractors License #718243 Class A & C-21
D.I.R. #1000868882
We Are Signatory To The Laborers & Operating Engineers Unions.
Bond Rate 2% Premium Not Included

W.C. Maloney Terms and Conditions

1. W.C. Maloney's indemnity obligations and other payment obligations under this subcontract are expressly limited to and shall not exceed obligations, losses, damages, etc, covered by and actually paid by W.C. Maloney's insurance as required in this subcontract.

2. Subcontractor's proposal and price are expressly conditioned upon the following terms. No modifications to the following are permitted, except by a separate written agreement signed by both parties that expressly negotiates a modification of a term contained herein. These terms supersede and control any general conditions for the project, terms of the contract with the owner, or any other contractual terms with which they may conflict. Prices in this proposal are valid for thirty (30) days. The terms & conditions set forth in this bid proposal and the terms & conditions attached here to, shall control & supercede any and all term and conditions in any proposed subcontract between WC Maloney, Inc. & Owner/Contractor of this bid. This bid proposal shall be attached and incorporated by reference into any subcontract returned to WC Maloney, Inc. or signature.

3. Items not expressly included in this proposal shall deemed excluded from subcontractor's scope of work, including, without limitation: Layout, traffic control; permits; utilities; air quality control and monitoring; erosion control; including without limitation, blocking storm drains, or catch basins; water or dust barriers; patching; shoring; access to work area; safety rails/barriers; protection of open areas resulting from saw cuts, core holes, demolition or excavation work performed by subcontractor and directed by others, or open areas ; protection from water dust damage or staining; water or dust control; and hazardous material conditions, including removal.

4. All payments, including payments for extra work, shall be made in accord with California Civil Code, prompt payment statures, but in no event no later than ten (10) days from the date Contractor receives payment from Owner/Contractor. In addition to any other remedies available, work not paid for in a timely fashion shall be subject to a late charge of 2%.

5. Back charges will not be paid unless Owner/Contractor (a) notifies Subcontractor within seventy-two (72) hours of discovery, (b) and Subcontractor provides written approval before remedial work is performed, and (c) Owner/Contractor provides Subcontractor a reasonable opportunity to cure the defect. Back charges may not be deducted from payments due; back charges instead will be billed.

6. Charge order proposals shall be valid for twenty (20) days unless otherwise noted. All submittals to Owner/Contractor shall be processed and returned (accepted, rejected, or modified. etc.) promptly and within a reasonable time, not to exceed 14 days; if Owner/Contractor allows Subcontractor to commence

work under change order, and Owner/Contractor does not direct Subcontractor in writing to cease work under the proposed change order, the proposed change order shall be deemed accepted and authorized. Substitutions shall not be unreasonably rejected. Time extensions requested by Subcontractor on change order proposals will be considered accepted unless specifically noted otherwise in writing.

7. Subcontractor shall be entitled to equitable adjustment in the subcontract amount for additional costs caused by excessive changes, delays, accelerations, or other items outside Subcontractor's responsibility or control.

8. Subcontractor will carry a comprehensive general liability policy, with a maximum limit of $ 1,000,000 per occurrence. Subcontractor shall only be bound to the schedule for work as stated in bid or proposal or according to a schedule which Subcontractor and Owner/Contractor have expressly approved in writing. Subcontractor shall not be responsible for any delays or defaults if occasioned, in whole or in part, by any cause beyond its control, including, without limitation, delays caused by: (a) others; (b) transportation; (c) shortages; (d) civil disorders; (e) labor difficulties; (f) fires; (g) floods; (h) accidents; and (i) unforeseen or changed conditions and (j) acts of God. In no event, shall Subcontractor be liable for any liquidated damages. Subcontractor is not responsible or liable for costs, liabilities, damages, or losses in connection with (a) concealed or unknown site conditions (including, without limitation, items concealed by concrete or asphalt, or within the cutting, drilling, demolition or excavation depths requested), including, without Limitation, buried conduit, pipe, wood beams or footings, (b) water damage; or (c) hazardous conditions. To the greatest extent permitted by law, Owner/Contractor agrees to defend, indemnify and hold harmless Subcontractor for any claims, demands or liabilities by Owner/Contractor or third parties for any matters for which Subcontractor is not responsible under this Section, notwithstanding any negligence or fault on the part of Subcontractor. However, Owner/Contractor shall not be required to defend, indemnify, or hold harmless Subcontractor for Subcontractor's sole negligence or willful misconduct.

9. Subcontractor shall not be bound by any written notice or written authorization provisions, if Owner/Contractor had actual or constructive knowledge of the item, or if such written notice requirement would be inequitable.

10. All disputes shall be resolved by binding arbitration according to the Construction Industry Rules and the Laws of California. Prior to proceeding with any legal action, the parties shall participate in mediation before a mediator acceptable to both parties. In the event legal action is commenced in connection with the Proposal or work, the prevailing party shall be entitled to attorneys' fees and experts' fees.