



P.O. Box 509 Pendergrass, GA 30567
Phone (706)693-4042 Fax (706)693-4052

PROPOSAL AND CONTRACT

Page 1 of 3

<u>SUBMITTED TO:</u> Hall County Government Blair Reynolds	<u>PROJECT NAME</u> Hall County Fire Station #13	<u>DATE</u> 1/3/2023
	<u>PROJECT LOCATION</u> Hall County	<u>PROPOSAL NO.</u> 10753
	<u>PLANS PREPARED BY</u> N/A	<u>ESTIMATOR</u> Steven DeLong
	<u>DATE OF PLANS</u> N/A	

Allied Paving Contractors, Inc. , subject to the terms and conditions following and hereinafter stated, proposes to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at the above stated project. Description of work and price:

<u>ITEM</u>	<u>APPROXIMATE QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1. Asphalt Patch Mill 2"; 2" 19mm	875 SY	\$ 27.50	\$24,062.50
2. Asphalt Overlay 1.5" 9.5mm	1,650 SY	\$ 15.00	\$24,750.00
3. Edge Mill Mill 1.5"	825 SY	\$ 5.50	\$4,537.50
4. Crack Seal & Restripe	1 LS	\$ 2,100.00	\$2,100.00
 Pricing is based on 1 mobilization			
Total Items 1-4			= \$55,450.00

Unless specified otherwise above, payment in full, less -0- % retainage, for all work performed hereunder during any month shall be made no later than the 10th day of the month next following. Final and complete payment for all work performed hereunder including retainage, if any, shall be made no later than the 10th day of the month following the month during which our work is completed.

Unless a lump sum price is to be paid for the above work and is clearly so stated, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by Allied Paving Contractors, Inc. as determined by actual field measurements upon completion of the work.

This proposal expires 30 days from the date hereof, but may be accepted at any later date at the sole option of Allied Paving Contractors, Inc.

ACCEPTED: _____
Corporation name or Tradename

Allied Paving Contractors, Inc.

By: _____
Name and Title

By:  _____ Title Vice President
Bryan Jones

SUBMITTED TO: Hall County Government	PROJECT NAME Hall County Fire Station #13	DATE 1/3/2023
	PROJECT LOCATION Hall County	PROPOSAL NO. 10753
	PLANS PREPARED BY N/A	ESTIMATOR Steven DeLong
	DATE OF PLANS N/A	

Allied Paving Contractors, Inc. , subject to the terms and conditions following and hereinafter stated, proposes to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at the above stated project. Description of work and price:

- (1) Subgrade to be within +/- 1/10' of planned subgrade elevation, compacted to project specifications and have sufficient stability prior to Allied Paving's fine grading operation beginning.
- (2) Price excludes bond costs, engineering, testing, sealing, stone under curb, sawing, curb backfill, as-built drawings and striping or cleaning.
- (3) Satisfactory evidence of project funding to be submitted prior to mobilization.
- (4) Final measurements to be taken upon completion of project and billed accordingly.
- (5) Price based on one base crew and one asphalt crew move-in, additional move-in(s) Base Crew-\$2,500 each and Paving Crew \$5,000 each.
- (6) All cleaning of the binder course will be the buyer's responsibility.
- (7) Design grade to be a minimum of 1% to insure drainage and a maximum of 12 % to prevent slippage.
- (8) Prime coat is excluded unless specifically listed as included as part of each individual bid item on page one of this proposal.
- (9) Base and paving work will not commence on this project until all concrete work is complete that will effect asphalt grade.
- (10) We will not be responsible for damage to any existing surface due to construction traffic required to complete this project.
- (11) Price is based on the asphalt paving being placed immediately following base course to avoid preparation and contamination.
- (12) Base and binder course used for construction build out will be used at the owner/contractors risk.
- (13) Monthly draws based on work completed. Net due upon completion of job.
- (14) Asphalt prices based on current liquid asphalt price published by the GDOT. Price may be adjusted based on the liquid asphalt price at the time of placement.
- (15) Any third party compaction testing will require notification to Allied Paving and a test strip prior to asphalt placement per GDOT specifications.

Unless specified otherwise above, payment in full, less -0- % retainage, for all work performed hereunder during any month shall be made no later than the 10th day of the month next following. Final and complete payment for all work performed hereunder including retainage, if any, shall be made no later than 10 days after completed work is invoiced.

Unless a lump sum price is to be paid for the above work and is clearly so stated, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by Allied Paving Contractors, Inc. as determined by actual field measurements upon completion of the work.

This proposal expires 30 days from the date hereof, but may be accepted at any later date at the sole option of Allied Paving Contractors, Inc.

ACCEPTED:

Corporation name or Tradename

Allied Paving Contractors, Inc.

By: _____

Name and Title

By: _____

Bryan Jones

Title Vice President

Allied Paving Contractors, Inc., will not become obligated to perform the work called for under this contract until your credit has been approved by Allied Paving Contractors, Inc. If your credit becomes unsatisfactory to Allied Paving Contractors, Inc., at any time prior to Allied Paving Contractors, Inc.'s beginning or completing the work hereunder, or if any payment or payments are not made in accordance with the terms hereof, or if under any other existing contract or contracts between Allied Paving Contractors, Inc. and you payments are not made in accordance with the terms thereof, you will furnish Allied Paving Contractors, Inc. upon request with adequate security which meets Allied Paving Contractors, Inc.'s approval. Any of the above conditions will relieve Allied Paving Contractors, Inc. from any obligation hereunder to complete the uncompleted portion of this contract, and payment for all work completed work will become immediately due.

If authorization to begin work is not given within forty-five (45) days after acceptance of this proposal by you, at the option of Allied Paving Contractors, Inc., this contract may be declared null and void and Allied Paving Contractors, Inc. will no longer be bound by the terms hereof.

All material is guaranteed to be as specified by the manufacturer and all work will be completed in a workman-like manner. EXCEPT FOR THE LIMITED WARRANTY PROVIDED HEREIN, ALLIED PAVING CONTRACTORS, INC. DOES NOT MAKE ANY GUARANTY, REPRESENTATION OR WARRANTY, AND DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY FOR A PARTICULAR PURPOSE. In no event shall Allied Paving Contractors, Inc. be liable for any special, incidental, exemplary, punitive, statutory, or consequential damages irrespective of whether in contract, tort or equity. Any claim or cause of action you may have against Allied Paving Contractors, Inc. based, directly or indirectly, upon an alleged breach of this agreement must be brought within eighteen (18) months of the date of this agreement or else such claim or cause of action shall be waived.

Any deviations from the specifications or modifications of the terms of this contract or reductions in work shall be set forth in writing and signed by both parties prior to the making of such change, and any increase or decrease in the contract price resulting from such change shall be included in such writing. Any work not covered by the terms hereof or by written modification hereof, performed at your request, will be separately billed to you at the reasonable or agreed value thereof.

Interest at the highest legal rate allowable under the laws of the jurisdiction and in which the contract is executed or two percent (2%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. If any unpaid balances due hereunder are collected by or through an Attorney at Law, you, as acceptor of this proposal, agree to pay all costs of collection including fifteen percent (15%) of the unpaid balances and interest thereon as attorney's fees.

Allied Paving Contractors, Inc. shall be provided with suitable access to the work area, and if its work is dependent upon or must be undertaken in conjunction with work of others, you shall be responsible to see that such work shall be so performed and completed as to permit Allied Paving Contractors, Inc. to perform its work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of Allied Paving Contractors, Inc.'s work is specified, Allied Paving Contractors, Inc. shall undertake it in the course of its normal operating schedule. Allied Paving Contractors, Inc. shall not be liable for delays or any failure to undertake or complete the work for causes beyond its control, including but not limited to: fire, flood, labor disputes, other casualties or other operations in which Allied Paving Contractors, Inc. is involved, directly or indirectly.

If for causes beyond Allied Paving Contractors, Inc.'s control its work is not completed within twelve (12) months after the date of your acceptance of this proposal, Allied Paving Contractors, Inc. may cancel this agreement at any time thereafter on ten (10) days notice. In such event, Allied Paving Contractors, Inc. shall be relieved of any further obligation with respect to the balance of the work. Furthermore, Allied Paving Contractors, Inc. shall be entitled to receive final and complete payment for all work performed to the date of cancellation within ten (10) days thereafter.

By acceptance of this proposal you agree Allied Paving Contractors, Inc. shall be not be held liable for damage resulting from damages to utilities or other facilities, or buried objects, or to sidewalks, driveways or other improvements located within its work area or designated area of access. It is further understood that Allied Paving Contractors, Inc. shall not be responsible for any damage to or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond its control including but not limited to failure of subgrade or failure or inadequacy of any labor or material not furnished and installed by Allied Paving Contractors, Inc., whether or not such failure or inadequacy was or could have been known at the time its work was undertaken.

Allied Paving Contractors, Inc. will provide and pay for Workmen's Compensation Insurance covering its employees and public liability and property damage insurance protecting themselves. Allied Paving Contractors, Inc. will also assume responsibility for the collection and payment of social security and state unemployment taxes applicable to its employees.

In the event his document is executed in the name of a corporation, the person signing in behalf of the corporation warrants that he has the authority to execute this instrument in behalf of the corporation and binds the corporation to this contract.

This agreement constitutes the sole contract between the parties, in that no previous negotiations or representations shall be binding unless incorporated herein. Time is of the essence.

Allied Paving Contractors, Inc. is an Equal Opportunity Employer.

Acceptance of proposal: The prices, terms and conditions hereinbefore stated or attached are accepted. You are authorized to do the work as specified and payment will be made as set out herein.

ACCEPTED:

Corporation name or Tradename

By:

Name and Title

Date