



# All States Asphalt, Inc.

PO Box 91, Sunderland, MA 01375 • 413.665.7021

## PROPOSAL-CONTRACT

<b>Buyer</b>	Company	<b>City of Hallowell</b>	Contact	<b>Chris Buck</b>
	Address	<b>1 Winthrop Street</b>	Telephone	<b>207-462-7007</b>
	City	<b>Hallowell</b> State <b>ME</b> Zip <b>04347</b>	Facsimile	
			Email	

<b>Project</b>	Description	<b>HMA Shim &amp; Overlay</b>	Proposal No	Contract No
	Location	<b>Blaine Road</b>	Date	<b>6/18/2020</b> May be withdrawn after _____ Days

We are pleased to propose the following:

Description/Materials	Estimated Quantity	Unit	Price	Estimated Total
<b>Blaine Road (2150 x 21) 5,017 SY Place a 3/4" shim full width using 9.5mm Hot Mix Asphalt and then place a 1" overlay using 9.5mm Hot Mix Asphalt</b>				
<b>Place a 3/4" Hot Mix Asphalt Shim</b>	<b>207</b>	<b>Ton</b>	<b>\$78.10</b>	<b>\$16,166.70</b>
<b>Place a 1" Hot Mix Asphalt Overlay</b>	<b>276</b>	<b>Ton</b>	<b>\$78.10</b>	<b>\$21,555.60</b>
<b>Total Tons</b>	<b>483</b>	<b>Ton</b>	<b>\$78.10</b>	<b>\$37,722.30</b>
<b>Total Estimated Cost</b>				

**Note** - Prices are based upon current liquid asphalt costs, which are not guaranteed by suppliers, therefore, subject to sudden adjustment during the term of this agreement. The base cost (index) of asphalt for this quote is **\$510.00** per ton.

**MOBILIZATIONS:** Prices are based on 1 Mobilization. Additional mobilizations which become necessary will be subject to a charge of \$1,500.00 each.

**BUYER-PROVIDED SERVICES:** The services marked below are to be provided by Buyer:

Dig Permit	Remove Excess Material	Trucking	Covers/Masking	Addition of Material	Sweeping	Dust Control	Traffic Control	Fine Grading	Engineering	Grades/Layouts	Adjust Structures	Saw cutting	Roll/Compact

**STANDARD CONDITIONS:**

- All fees, permits, and engineering will be the responsibility of the Buyer unless otherwise noted above. No bonds will be supplied.
- Above quantities are estimates only and are subject to adjustment determined by Field Measure unless otherwise noted above.
- Contractor will commence and complete its work within a mutually agreed schedule and will not be responsible for delays caused by weather, or by force majeure, work strikes or stoppages, or other causes beyond its direct control. Buyer will pay for work completed based upon Field Measure at the above prices.
- Buyer agrees to indemnify and hold harmless Contractor from and against any claims, demands, actions or suits arising out of Buyer's handling, use, or misuse of goods purchased under this Contract, or any third-party claims arising from this sale of goods. Buyer shall not be entitled to recover incidental, special, punitive, or consequential damages arising out of Contractor's performance under this Contract.
- Waiver of, or failure to enforce, any rights under this Contract by Contractor or Buyer shall not be considered a continuing waiver or a waiver of other rights. If any portion of this Contract is determined to be unenforceable, the remainder of the Contract shall remain in full force and effect.
- Payment terms are net 30 days, without retainage permitted, unless otherwise stated above, and subject to Contractor's credit approval. Contractor may set off past due balances against any amount due or which becomes due to the Buyer by Contractor or any of its affiliates or subsidiaries. Balances not paid within terms are subject to default interest at 1.5% monthly percentage rate. In the event the account is overdue, or Buyer is otherwise in breach, placed for collection, Buyer agrees to reimburse Contractor all collection costs including reasonable attorney's fees, disbursements, default interest and court costs. Contractor reserves all rights to file lawfully permitted liens and other remedies.
- To the extent allowed by law, title to goods sold and all risks pass to the Buyer when goods are tendered to it. Contractor warrants good title prior to the sale and that its goods and services conform to industry standards, but **expressly disclaims all implied warranties of merchantability or fitness for a particular use.**

This Contract constitutes the entire agreement between the Contractor and Buyer and may only be modified by a written amendment executed by both parties. This Proposal may become a binding Contract only upon signing by both parties, and Contractor's credit approval of Buyer. **ALL PARTIES WAIVE TRIAL BY JURY.** Massachusetts laws shall apply, and Massachusetts courts shall have exclusive jurisdiction over any disputes.

**BUYER**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

**CONTRACTOR**

Signature Jerry Douglass  
 Name Jerry Douglass  
 Phone 504-2234  
 Date \_\_\_\_\_