



To:
Munster Public Works Department
508 Fisher St
Munster IN 46321

Job:
Munster Town Hall
1005 Ridge Rd
Munster IN 46321

Product Name	Description	Price
Crack Repair	Clean existing crack debris, hot rubber fill approx. 2,740 ln. ft.	\$1,600.00
Sealcoating	One layer, approx. 54,800 sq. ft.	\$5,480.00
Line Striping	Yellow, matching existing layout and markings.	\$1,420.00

This quote is valid for 15 days due to fluctuations with petroleum products used for paving. Everest Paving Company will honor pricing until the end of the season if contract is signed within 15 days of when the quote is delivered.

TOTAL \$8,500.00



Important information to understand about Sealcoating:

Sealcoating, while extending the life of your asphalt, does not give you new asphalt. The primary reason to sealcoat asphalt, is to protect the pavement from the deteriorating effects of sun, water penetration, and corrosives, such as salt and vehicular fluids. Sealcoating does not mask cracks, depressions, repairs, divots and other surface blemishes in the asphalt. Some lots, due to conditions beyond our control, may have brush marks and imperfections that may become visible. Sealcoating, like paint, mirrors the surface underneath. Everest applies crack sealing rubber prior to sealcoating. Cracks less than 1/8" in thickness are not included in crack sealing. Utilizing the hot rubber product does not fill the cracks nor make them invisible. Only paving accomplishes this. The hot rubber application leaves a 3" stripe that is visible. Once cracks appear in your asphalt, they will remain for the life of your asphalt and will open regardless of your crack fill option. Any warranty work is at the discretion of the contractor and whatever method Everest chooses.

Sealcoating Commercial Owners Responsibilities & Conditions:

1. Rain: If it's raining the day of scheduled service, it should be assumed that work will not be started that day. Our project manager will contact you to reschedule as soon as possible. If it rains immediately after our installation, please contact Everest immediately. We monitor weather conditions closely and will do our best to keep you informed as to if we can get to your project on the day(s) it was scheduled. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
2. Sprinklers: Sprinkler systems should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be completed dry prior to our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
3. Site Services: The CLIENT is responsible to notify all landscapers and garbage companies to cancel their services in the area of work on the day(s) that are scheduled for service. In the event of a reschedule due to unforeseen conditions, the CLIENT is required to let all service providers know about the change.
4. Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed upon. Our project costs are based on the property having all cars, people and objects removed from the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left within the area of work, we cannot be held responsible for any damage to the vehicles.
5. Pavement Sealer: The Sealcoated area will take a minimum of 30 days to fully cure and is sensitive to animal droppings, tree droppings; water stains from irrigation systems, ponding water & tire markings during this time. This is normal and there is no reason to be concerned because these will fade over time. Shaded areas of the parking lot will take longer to dry and cure than areas in direct sunlight.
6. Driving on Surface: Once you start driving on the sealed surface, please avoid turning your wheels unless your car is moving. Everest Paving is not responsible for damage caused by wheel turning or abusive driving.
7. White Chalk Residue in Crack Areas: When sealcoating a parking lot there may be a white residue that looks like salt may appear in the areas of cracks throughout the parking lot. This is a condition where the base material of limestone or other surface is drawn to the top of the surface. Since the surface is a dark black, this limestone residue will be far more evident for a period of time. This will fade and eventually disappear.
8. Overspray on Grass: where grass meets your pavement, you may expect a small "drift spray" of pavement sealer. This is normal and will disappear generally after the next mowing.
9. Weeds: It is important to note that we have proposed all work at the time of the assessment. If approval is given well after the initial assessment, and your parking area has developed excessive weeds in cracked areas and edge lines for any reason, there may be additional costs for treatment & removal.

Contract Terms

1. PAYMENT

- 1.1 Fifty Percent (50%) of the estimated contract cost, upon approval of the Estimated Project Cost.

2. FINAL PAYMENT

Final Payment will be due at the time of completion of the project and CLIENT's receipt of Completion Certificate. Payment terms are available upon request.

3. PROPERTY BOUNDARIES

Prior to the commencement of the Work the CLIENT will provide Everest Paving with information as to the location of property lines Everest Paving may rely on the accuracy and completeness of all such information and shall not be liable for damages or costs resulting from any errors or omissions in that regard. Unless otherwise provided for herein, Everest Paving will be responsible for obtaining any permits required in relation to the performance of the work.

4. SCHEDULE OF WORK

Everest Paving shall submit to the CLIENT, prior to its commencement, a schedule for the performance of the Work. If Everest Paving is delayed in the performance of the Work by an action or omission of the CLIENT or by circumstances beyond the control of Everest Paving, then the schedule shall be extended for such reasonable period as is required to accommodate for the delay. Rain can cause major problems while sealcoating. If there is the possibility of adverse weather the work will be delayed until rain is not in the forecast. As in any other act of god rain is not controllable and Everest will not be held responsible for unforeseen weather conditions. **Start and completion date:** The contractor agrees to start and complete the work described in this contract under "Scope of work" within 60 days of the acceptance of this contract, unless prohibited from doing so by the buyer or unsuitable weather conditions.

5. SITE MONITORING

After Everest leaves the premises the CLIENT is solely responsible for monitoring the site that has been sealcoated. The fresh sealer must remain blocked and allowed to cure for at least 48 hours before vehicle traffic can take place. If CLIENT decides to open lot any sooner, Everest will not be held liable for any damages. Please be advised that on days with high humidity and days with cooler conditions the time frame to allow traffic could be longer than 48 hours, Everest will not be responsible for any damage caused to the sealcoated surface when the above mentioned is not followed.

6. COMPLIANCE

Should Everest Paving fail to comply with the requirements of the Agreement to a substantial degree, the CLIENT may notify Everest Paving in writing that Everest Paving is in default of its contractual obligations and instruct Everest Paving to correct the default within five (5) business days. If Everest Paving fails to correct the default in the time specified or subsequently agreed upon, the CLIENT may correct the default and deduct the cost thereof from any payment due to Everest Paving or terminate the Agreement. If the CLIENT so terminates the Agreement, Everest Paving shall be entitled to be paid for the value of all Work performed to the date of the termination.

7. LIABILITY INSURANCE

Everest Paving shall maintain at its own expense Comprehensive General Liability Insurance in the minimum amount of \$500,000 per occurrence for bodily injury, death and property damage and Automobile insurance with respect to all licensed vehicles owned or leased by Everest Paving and used by Everest Paving in the performance of the Work. Evidence of this insurance shall be provided to the CLIENT upon the request.

8. CHANGES IN THE WORK

Changes in the Work must be requested by the CLIENT in writing. The price for a change in the Work must also be agreed to in writing. If the CLIENT and Everest Paving cannot agree to a price for the change in the Work the parties may agree in writing that the proposed change in the Work be performed on a time and materials basis where all required labor will be charged.

9. PAYMENT FOR CHANGE(S) WORK

Payment for change/s in the Work will be made separately, following Everest Paving's completion of the change and within five (5) days of Everest Paving providing an invoice for same. If because of climatic or other conditions reasonably beyond the control of Everest Paving the Work cannot be completed, payment in full for that portion of the Work which has been performed shall be made by the CLIENT and the CLIENT may withhold, until the remaining portion of the Work is completed such an amount sufficient and reasonable to cover the cost of performing such remaining work.

10. PAYMENT METHOD

10.1 Payment by Credit Card will be subject to a service charge of five percent (5%) per the amount of transaction.

10.2 If paid by check, please make checks payable to Everest Paving.

11. CLIENT'S INSOLVENCY

Should the CLIENT be insolvent, be adjudged bankrupt or default in any payment described in Articles 1, 2 or 11, above, Everest Paving may give notice of said default to the CLIENT and should said default remain uncorrected for a period of five (5) days thereafter Everest Paving without further notice to the CLIENT may stop performance of the Work or terminate this Agreement such that Everest Paving's obligations hereunder will be suspended or terminated without limitation, the CLIENT will have the sole responsibility to monitor and manage the safety and condition of the Premises and Everest Paving shall be entitled to be paid for the value of all Work performed to the date of the termination.

12. ACCESS FOR PROMOTION

Everest Paving shall have the right to access the site for the purposes of taking photographs in relation to the Work both prior to and after completion of the Work and shall have and retain all copyright in said photographs which may be used by Everest Paving at its sole discretion in reference and promotional materials, portfolios and/or publications.

13. ENTIRE AGREEMENT

This Agreement constitutes the whole of the agreement between the parties and supersedes all prior negotiations, representations or agreements. Neither party shall assign any part of this Agreement without the written consent of the other. No act or failure to act shall constitute a waiver of any right or duty under this Agreement nor constitute an approval of or acquiescence in any breach of this Agreement unless expressly agreed to in writing by the Parties.

14. UNLAWFUL ACTIVITIES

The Everest Paving will comply with all the laws of the United States of America and the State of Illinois, all municipal ordinances and all lawful orders of police and fire departments, and will not do anything on the premises in violation of any laws, ordinances, rules or orders. If any unlawful activities by the CLIENT should occur on the premises, and the Work is cancelled, there will be no refund of any kind from Everest Paving to CLIENT.

15. AMENDMENT AND SUPPLEMENT

Any amendment and supplement to this Agreement shall come into force only after a written agreement is signed by both parties seven (7) days before the start of Work. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

16. GOVERNING LAW

This agreement shall be governed by the laws of the State of Illinois and in the event that any provision(s) of this contract is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision(s) of this contract.

Notice of right to lien: Illinois law permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed any time after the work is commenced or the material is furnished, but not later than 120 days from the day in which the lienor last performed work or furnished materials or 120 days from the time the construction, removal, repair or improvement is terminated.

Right to Rescission: If after the customer signs this contract and 3 business days have passed without cancellation, the customer attempts to cancel this contract, hires someone other than the contractor to do the work or prevents the contractor from doing the work for more than 30 days, the customer shall pay the contractor an amount equal to 50% of the total bid, hereby agreed to be paid as fixed liquidated and ascertained damages without proof of loss or damage.

In the event that Everest institutes legal proceedings to collect any unpaid sums due hereunder, then it shall be entitled to receive as part of any award, judgment or decree in its favor and against the defaulting party, its reasonable costs of collection, including without limitation, reasonable attorney's fees and court costs.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by their duly authorized representative as of the date first set forth above.

My signature indicates I have read, understood, and accepted this contract and terms.

CLIENT:

Printed Name _____

Signature _____ Date _____

Title _____

EVEREST PAVING, LLC:

Printed Name _____

Signature _____ Date _____

Title _____



To:
Munster Public Works Department
508 Fisher St
Munster IN 46321

Job:
Munster Public Work Des.
508 Fisher St
Munster IN 46321

Product Name	Description	Price
Crack Repair	Clean existing crack debris, hot rubber fill approx. 1,140 ln. ft.	\$900.00
Sealcoating	One layer, approx. 22,800 sq. ft.	\$2,280.00
Line Striping	Yellow, matching existing layout and markings	\$920.00

This quote is valid for 15 days due to fluctuations with petroleum products used for paving. Everest Paving Company will honor pricing until the end of the season if contract is signed within 15 days of when the quote is delivered

TOTAL \$4,100.00



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14. UNLAWFUL ACTIVITIES:

The Everest Paving will comply with all the laws of the United States of America and the State of Illinois, all municipal ordinances and all lawful orders of police and fire departments, and will not do anything on the premises in violation of any laws, ordinances, rules or orders. If any unlawful activities by the CLIENT should occur on the premises, and the Work is cancelled, there will be no refund of any kind from Everest Paving to CLIENT.

15. AMENDMENT AND SUPPLEMENT

Any amendment and supplement to this Agreement shall come into force only after a written agreement is signed by both parties seven (7) days before the start of Work. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

16. GOVERNING LAW

This agreement shall be governed by the laws of the State of Illinois and in the event that any provision(s) of this contract is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision(s) of this contract.

Notice of right to lien: Illinois law permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed any time after the work is commenced or the material is furnished, but not later than 120 days from the day in which the lienor last performed work or furnished materials or 120 days from the time the construction, removal, repair or improvement is terminated.

Right to Rescission: If after the customer signs this contract and 3 business days have passed without cancellation, the customer attempts to cancel this contract, hires someone other than the contractor to do the work or prevents the contractor from doing the work for more than 30 days, the customer shall pay the contractor an amount equal to 50% of the total bid, hereby agreed to be paid as fixed liquidated and ascertained damages without proof of loss or damage.

In the event that Everest institutes legal proceedings to collect any unpaid sums due hereunder, then it shall be entitled to receive as part of any award, judgment or decree in its favor and against the defaulting party, its reasonable costs of collection, including without limitation, reasonable attorney's fees and court costs.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by their duly authorized representative as of the date first set forth above.

My signature indicates I have read, understood, and accepted this contract and terms:

CLIENT:

EVEREST PAVING, LLC:

Printed Name _____

Printed Name _____

Signature _____

Date _____

Signature _____

Date _____

Title _____

Title _____