



PROPOSAL & CONTRACT

1700 E. MAIN STREET
GRIFFITH, IN 46319
(219) 924-5900
(219) 924-8768 (FAX)

To: Town of Munster

Date: August 15, 2020

Attn: Stephen Guntz sguntz@munster.org

Estimate No.: 20-7-90

Phone: 219-836-6975

Project: Calumet Ave. – 45th to Fran Lin Pkwy

Estimator: Keith Gardina

Area: 9,840 SY

Cell: 219-746-4356

Description of Work:

Calumet Ave.

- Mill existing asphalt 2"
- Sweep and Tack for Surface
- Place and compact 2" HMA Surface
- Place Joint Adhesive on Longitudinal Joints
- Traffic control as necessary
- Includes temporary skips(stripes)
- Permanent Striping By Others
- Does not include paving in winter weather conditions.
- Paving to be done in 2020.

Lump Sum\$127,126.00

Walsh & Kelly, Inc. appreciates the opportunity of submitting this proposal and looks forward to working with you on this project.

ATTACHED CONDITIONS APPLY TO ALL WORK

MECHANIC'S LIEN RIGHTS WILL BE ENFORCED IF PAYMENT TERMS ARE NOT MET.

Payment due upon 30 days of intermediate paving if surface to be applied at a later date.

Payment due upon 30 days of completion of work.

All amounts due and unpaid under this contract shall draw interest at the rate of 18% per annum compounded monthly from date until fully paid.

Proposal and Contract includes terms and conditions on reverse side.

MECHANIC'S LIEN RIGHTS WILL BE ENFORCED IF PAYMENT TERMS ARE NOT MET.

Keith A Gardina

kgardina@walshkelly.com

Acceptance Of Proposal

The price, specifications and conditions as set out above and attached are satisfactory and are hereby accepted. You are authorized to do this work as specified. Payment will be made as outlined above.

Accepted:

Date: _____

Signature: _____

WALSH & KELLY, INC.

CONDITIONS TO PROPOSAL

1. **Full Execution Required.** This proposal is not binding on the Contractor unless accepted by the Buyer and countersigned by an authorized representative of the Contractor. After such acceptance and countersigning, the terms and conditions hereof shall inure to and be binding upon both Buyer and Contractor, and their respective heirs, executors, administrators, successors, and assigns.
2. **Force Majeure.** Contractor shall not be liable for failure or delay in commencement or completion of work due to weather, acts of God, differences with workmen, local labor shortages, fire, flood or other casualty, governmental regulations or requirements, shortages or failure of raw materials, supplies, fuel, power or transportation, breakdown of equipment, or any other causes beyond Contractor's reasonable control whether of similar or dissimilar nature than those enumerated. In no event shall Contractor be liable for any special or consequential damages or claims resulting from failure or delay in construction.
3. **Plans and Specifications.** Construction methods and techniques unless otherwise specified, shall be in accordance with plans and specifications prepared either by or for Buyer. If no plans or specifications have been prepared or are applicable, construction shall be in accordance with standard, well accepted construction methods and procedures.
4. **Permits and Bonds.** Buyer will secure and pay for any building permits, and for any other permits, licenses, easements, bonds, etc. required for completion of work unless otherwise noted.
5. **Contractor Default Remedies.** If, in the opinion of the Contractor, the buyer's credit becomes unsatisfactory or impaired or if the Buyer shall fail to comply with any provision of this contract, or if any other contract between Buyer and Contractor, Contractor may at its opinion defer further work or without waiving any other rights it may have, terminate this contract.
6. **Actual Quantities Control.** The quantities of material shown, unless otherwise provided, are estimates only and as such may not represent the actual quantities required and installed under this contract. The contract price shall be the contract unit price for actual quantities installed, unless specifically provided otherwise.
7. **Cancellation Fee.** Cancellation of this contract may be accepted by Contractor but only upon terms that will indemnify the Contractor against loss and in no event upon payment of less than 10% of the contract price.
8. **Winter Work Exclusion.** This proposal with the prices indicated, excludes winter work and placing of asphalt from November 1st to May 1st. If the work is completed after November 1st, there is no warranty of workmanship and/or appearance due to cold weather. Contractor will be held harmless for work completed after November 1st due to poor weather and/or cold temperatures.
9. **Buyer Maintenance Responsibilities.** The cost of maintenance and/or repair of any base or intermediate construction shall be borne by the Buyer if immediate surfacing of the base is delayed or deferred by any acts or omissions of the Buyer.
10. **Limited Pricing.** Unless otherwise stated, prices quoted are for the current construction season only (April 1st * November 1st); any uncompleted work carried over into a subsequent construction season shall be subject to price adjustment.
11. **Acceptance of Work.** The construction work shall be considered accepted by the Buyer ten days after completion of the said work unless the Buyer advises the Contractor to the contrary in writing before such time. Contractor's final invoice shall constitute notice of completion.
12. **Modification of Design.** The Contractor may, but is not obligated to, incorporate in this contract any changes in design, construction, quantities, etc. of the work which may be proposed by the Buyer.
13. **Entire Agreement.** There are no verbal agreements altering or modifying any provisions hereof. Only the provisions herein constitute the contract between the parties.
14. **Incorporation of Terms by Law.** Any provision required to be included in a contract of this type by any applicable and valid Federal, State, or Local Law, ordinance, rule or regulation shall be deemed to be incorporated herein.
15. **Deficient Base.** If, in the opinion of the Contractor, the base on which the customer requires paving is unsatisfactory, the owner will be notified and the Contractor will not be held liable for any failures due to inadequate sub-grades.
16. **Attorney Fees.** If Contractor files an action to collect any sums due under the terms of this Proposal and Contract, Contractor shall be entitled to attorney fees and costs of collection.