



Piedmont Paving, Inc.

1226 Highway 16 East, Newnan, Georgia 30263
 Phone: 678-423-0586 Fax: 678-423-0588

PROPOSAL AND CONTRACT

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| <u>Submitted To:</u> City of Senoia Attn.: Curtis Hindman | <u>Project Name:</u> Senoia Loading Zones <u>Project Location:</u> Senoia, Georgia | <u>Date:</u> 6/23/21 <u>Proposal No.:</u> 7518 <u>Estimator:</u> Andrew Trammell |
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Piedmont Paving, Inc., hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with the above referenced project:

| <u>ITEM</u> | <u>APPROX. QUANTITY</u> | <u>UNIT</u> | <u>PRICE</u> | <u>AMOUNT</u> |
|--|-----------------------------|-------------|---------------------|---------------------|
| <u>1. Widening at Radii</u> | 150 | SY | \$220.00 | \$33,000.00 |
| Includes: Class B Concrete 2" Asphalt Topping | | | | |
| <u>2. Paving At Loading Zones</u> | 500 | SY | \$99.00 | \$49,500.00 |
| Includes: 6" GAB 2" Binder 1.5" Asphalt Topping | | | | |
| <u>3. Baggarly Mill and Pave</u> | 400 | SY | \$42.00 | \$16,800.00 |
| Includes: 2" Milling 2" F-Mix | | | | |
| <u>4. Baggarly and Seavy</u> | 1 | LS | \$13,000.00 | \$13,000.00 |
| Includes: Relocate Fire Hydrant Alter Catch Basin Demo/Replace Curb and Pavers | | | | |
| <u>5. Striping at Loading Zones</u> | 1 | LS | \$12,000.00 | \$12,000.00 |
| Includes: Striping & Signage | | | | |
| | | | Total Amount | \$124,300.00 |
| <u>6. Dumpster Enclosures</u> | 3 | EA | \$20,000.00 | \$60,000.00 |

General Notes:

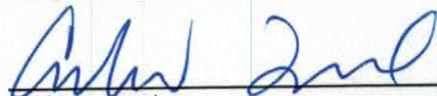
1. One mobilization is included. Add \$2,200 for each additional move in.
2. Layout, testing, bonds, sawcutting, demolition, grading, sealcoating, rumble strips, utility coordination and adjustment of existing structures are excluded.
3. Traffic control is excluded.
4. Erosion control, sediment control and associated "Best Management Practices" are excluded and shall be the responsibility of others.
5. Subgrade to be compacted, pass a proof roll and be left +/- .10' by others prior to mobilization.
6. Pricing is based upon current material costs which are subject to change. Although we do not anticipate a significant change, Piedmont Paving has no control over the cost of asphaltic concrete paving material. In the event material unit costs change (up or down) from what is included in the estimate for this work, Piedmont Paving, Inc. will provide documentation to prove the difference in cost and adjust the invoice for that difference.
7. Drainage of the pavement surface is not guaranteed where the design slope is less than one percent.
8. Pavement lift thicknesses are based on a tolerance of 1/4" for each lift of asphalt.
9. Price includes broom cleaning of the binder or existing surface before topping only. Excessive clean-up of construction debris and/or mud shall be charged at \$1.50/SY.
10. Bituminous Prime Coat is excluded unless specifically quoted above.
11. GAB under curb is excluded.

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

If the foregoing meets with your acceptance, kindly sign below and return this proposal. Upon its receipt it is understood that the foregoing, including the terms and conditions set forth on the following page(s), will constitute the full and complete agreement between us.

This proposal expires thirty (30) days from the date hereof, but may be accepted at any later date at the sole option of the Company.

Respectfully submitted,



(Signature)

Andrew Trammell- Estimator

(Printed Name and Title)

CONTRACT ACCEPTANCE:

(Firm Name)

(Signature)

(Printed Name and Title)

(Date)

Piedmont Paving, Inc.

Signature

(Printed Name and Title)

(Date)

TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made not later than the tenth day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the jurisdiction in which the contract is executed, or one and one half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

Any deviations from the specifications or modifications of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of the work, and if, in our sole judgment, such change will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Workmen's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and the State Unemployment Taxes applicable to our employees. You agree to carry Public Liability and Property Damage Insurance sufficient to protect yourself against any and all claims arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under the final paragraph of this Proposal and Contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood, or other casualty; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of this work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of our breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Coweta County, Georgia and you waive any right to jurisdiction and venue in any other place.