



ANDALE CONSTRUCTION

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|---|---------------------|--|-----------------|-------------------------|----------------------|
| PROPOSAL | | Date: | 5/24/2021 | Estimate: | PF-002 |
| Partner in Pavement Preservation | | Project Description | | Project Location | |
| Plugerville Public Works Department 15500 Sun Light Near Way B, 78660 Texas | | High Density Mineral Bond - HA5 Installation | | | |
| P.O. Number | Terms | Advisor | Region | State License # | |
| | Due upon completion | Travis Dickson | Texas | | |
| Description | | | Quantity | U/M | Rate |
| HA5 HIGH DENSITY MINERAL BOND: -- Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. -- No guarantee surface treatments will adhere to areas saturated with motor oil. -- HA5 meets demands of APWA (American Public Works Association) specification (Section 32 01 13.68 High Density Mineral Bond). | | | 107,030 | SY | \$ 3.19 |
| Traffic Control | | | 1 | LS | \$ 6,338.00 |
| Mobilization | | | 1 | LS | \$14,219.00 |
| Citizen Notification | | | 1 | LS | \$ 954.00 |
| PPE & Safety Equipment | | | 1 | LS | \$ 364.00 |
| *Actual SY applied will be billed at the Unit Price Rate. This is not a Lump Sum Bid. *Pricing is based upon one mobilization for the project. *Projects that are broken up to be done over different time periods requiring multiple mobilizations would result in the project being priced based upon the tier of the square yardage for each scheduled project. *Excessively dirty roads will require separate cleaning fees. *Crews will follow mandates regarding COVID-19 and all equipment/shuttles will be properly sanitized throughout the project. *Tax will be charged unless Exemption Certificate is provided. | | | | | |
| TAX | | | n/a | | n/a |
| Total: | | | | | \$ 363,300.70 |

PROPOSAL: Void 30 days from date listed on proposal. By signing this proposal (contract), I agree that Andale Construction Inc. may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply. Andale Construction Inc. is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval.

PAYMENT TERMS: Due Upon Completion (Completion by line item 'Progress Billing' and/or completion of project core) There may be concerns from Client following completion. Upon request, post-project walk-throughs may be scheduled to review concerns. Payment will still remain due upon invoice. Andale Construction Inc. is committed to client satisfaction and resolving concerns, though at times, this may be delayed.

CLIENT: As the Client I agree to not withhold payment due to walk-through requests, cleaning, touch-up, or warranty concerns. I agree that I demand to retain payment until warranty work or touch up is completed, the retainer will be a fixed amount of 5% of invoice, up to \$750.00. I agree that I may be billed as each line item is completed and each item may become their own respective invoice. I understand that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fee's of up to 40%, and Client agrees to pay all fees accrued by collection efforts. These terms apply to all amount(s) incurred by me and for whom I have committed management responsibility, regardless of timing. Total Proposal price includes one mobilization. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include Certified Payroll unless stated otherwise.

INSURANCE: These insurance limits are listed by Andale Construction to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Andale Construction agrees to differing limits. Certificates available upon request.

GENERAL LIABILITY: \$1m (inc.), \$2m (agg.) AUTO: \$1m UMBRELLA: \$2m (inc.), \$2m (agg.) PERSONAL INJ: \$1m WORKERS COMP: \$1m

GUARANTEE: Five year guarantee, towards each years project on workmanship and product liability.

Signature: _____ Print: _____ Date: _____ Andale Construction Inc. _____