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# PROPOSAL

Date	Estimate
7/07/2020	PH - 002

[www.andaleconstruction.com](http://www.andaleconstruction.com)

Partner in Pavement Preservation		Project Description		Project Location
Pflugerville, Texas Public Works Department		Apply HA5 (High Density Mineral Bond) to city streets in Pflugerville city limits		See Attached Map for Specific Locations
P.O. Number	Terms	Advisor	Region	State License #
	Due upon completion	Travis Dickson	Texas	

Description	Quantity	U/M	Rate	Total
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).	85,242	SY	3.15	268,512.30
TRAFFIC CONTROL	1	LS	7,470.00	7,470.00
CITIZEN NOTIFICATION	1	LS	1,483.00	1,483.00
MOBILIZATION	1	LS	12,791.00	12,791.00
<b>Total</b>				\$ 290,256.30

Proposal is based off of estimated number of units. Amount invoiced will be based off of actual units installed.  
 \* 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.  
 Message boards will be separately priced items.  
 Excessively dirty roadways will require separate cleaning fees.  
 Price quote expires 7-17-2020, unless otherwise agreed upon in writing.  
 Tax will be charged unless Exemption Certificate is provided.

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 cancellation 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.

As the Client, I agree to not withhold payment due to walk-through requests, cleaning, touch-up, or warranty concerns. I understand and agree that I will be billed for towing as incurred and will be due on receipt. I agree that if 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

Five year guarantee on workmanship and product liability.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_ Andale Construction Inc. \_\_\_\_\_