

Office:
925 Church Street
Union Grove, WI 53182

Asphalt Contractors, Inc.

Sealing – Paving – Striping – Grading
(262) 878-4678 Fax (262) 878-5411
asphaltinc.com

All Mail to:
710 Vine Street
Union Grove, WI 53182

Date: February 14, 2013

Proposal submitted to:
Paradise Lanes Attn: John
6501 Washington Avenue
Racine WI 53406
Cell: 262-939-2738
PlazaBowl@yahoo.com

Work to be performed at:

We are pleased to quote the following:

20028

Asphalt Patching: \$ 1,595.00

- 10' x 10' Patch around catch basing in North Lot.
- Pothole patching the entire property.

Asphalt Overlay in North Lot approximately 21,644 S.F. \$ 29,418.00

- Mill necessary joints.
- Install Geo-textile paving membrane.
- Place and compact 2" asphalt surface mix.

Asphalt Sealing and Striping North Lot approximately 53,047 S.F. \$ 5,217.00

Asphalt Sealing and Striping West Lot approximately 53,001 S.F. \$ 5,194.00

Asphalt Sealing and Striping South Lot approximately 34,427 S.F. \$ 3,373.00


Note: Because of the severity of the existing cracks, no crack-filler will be applied on this job. Seal-coating will be a 2 coat application and will provide cosmetic improvements only.

Note: This proposal may be withdrawn if not accepted within 30 days.

Terms of Payment: **Due upon completion**, a service charge of 1½% per month will be charged on all accounts 10 days past due.

As Required by the Wisconsin Construction Lien Law, Builder (Contractor) hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. If acceptance of this proposal is made on other than this form, such acceptance shall be subject to terms and conditions herein.

Thank you for the opportunity to quote you on this project. Respectfully submitted.

By: 

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to the work as specified. Payment will be made as outlined above.

Signature: _____

Date: _____

TERMS & CONDITIONS

All permits are owner's responsibility.

Work to be completed within a reasonable time frame.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. If after proper notification, work is unable to be completed due to vehicles or other obstruction; additional trip charges may be incurred.

All labor and material is conclusively accepted as satisfactory unless this contractor is notified in writing within 5 days after the work is performed. Any claim for property damage is conclusively waived unless this contractor is notified within 72 hours of the occurrence. We will not be responsible when existing or proposal grades are 1% or less. Owner understands that water ponding may occur. Any stated dimension, thickness, etc. is an average over the entire area of project as specified.

Soil condition such as the presence of clay and sand as well as temperature and moisture content may result in cracking, it is therefore impossible to guarantee against cracking. The owner understands that this is a risk inherent in this kind of work.

All asphalt surfaces, especially those that are re-surfaced will eventually crack Asphalt Contractors, Inc. does not guarantee their work against cracking, since this is a condition of nature, and beyond the control of the contractor.

Additional material or labor required to complete any portion of this proposal, due to alterations, subnormal soil conditions or mistakes made by other contractors, shall be executed only upon written order and will become an extra charge.

Any additional material (asphalt, stone, crack sealer, sealcoat) requests above contract specifications shall be executed only upon written order and will become an extra charge. Asphalt / Stone thickness is quoted in average thickness.

Asphalt Contractors, Inc. has the right to use subcontractors in the performance of their work.

Asphalt Contractors, Inc. is not responsible for damage to or injuries caused by any privately (not installed by a Public Utility) placed underground wires, pipes, sewers, conduits, obstructions or restrictions. The owner or his agent agrees to indemnify and hold harmless Asphalt Contractors, Inc. from any and all claims, liabilities, costs and expenses whatsoever arising from the above.

The contract does not contemplate the encountering of underlying concrete, wood, paving fabric or other unsuitable materials or unusual conditions during excavation. Should these conditions be encountered, owner may be charged for the extra work incurred.

Asphalt Contractors, Inc. is not responsible for damage to landscaping, trees or shrubs as a result of project preparation or completion. Asphalt Contractors, Inc. is also not responsible for changes needed in landscaping to ensure continuation of drainage flow from project area. It is the owner's responsibility to backfill edges of paved areas. Water ponding occurs in most asphalt pavements, Asphalt Contractors, Inc is not responsible for surface deflection of less than 1/2".

Asphalt Contractors, Inc. is not responsible for damage to paving from weeds due to weed dormant stage.

Asphalt Contractors, Inc. is not responsible for concrete breakage or restoration of surfaces to and from the work area.

All agreements are contingent upon strikes, accidents or delays beyond our control.

Surface cracks and deteriorated (alligatored) areas will not be filled with hot rubberized crack sealant.

Large cracks consist of cracks 1/4" or larger in width.

Areas that contain flaking sealer, standing water or moss may continue to fail after sealcoat application.

Asphalt Contractors, Inc. may invoice a completed portion of this contract if a delay is expected due to proper curing or weather constraints. If this proposal is accepted on any form other than this form, owner agrees to be bound by the terms and conditions contained herein.

Upon contract acceptance, if cancellation notice is not received in writing prior to 3 days after date of acceptance, Asphalt Contractors, Inc. assumes that the owner or agent accepts the work herein described and the terms and conditions of sale contained. Any withdrawal of this contract could result in a partial billing to reimburse Asphalt Contractors, Inc. and/or its subcontractors for planning preparation, and materials already ordered or installed on job site. If acceptance of this proposal is made on other than this form, such acceptance shall be subject to the terms and conditions herein.

Terms of payment: Due upon completion of work unless otherwise specified. A \$15.00 service fee plus 1 1/2% of the outstanding balance will be charged on all accounts 10 days past due, and will continue to added each consecutive month until the entire balance and accumulated service fees plus interest are paid in full (unless otherwise specified). If it becomes necessary for Asphalt Contractors, Inc. to institute collection proceedings, all costs incurred by Asphalt Contractors, Inc. including reasonable and actual attorney's fees, shall be paid by the property owner or owners agency and shall be added tri the amount as described herein.

Any controversy arising from this contract shall be settled by arbitration.

NOTICE OF LIEN RIGHTS

"As required by the Wisconsin Construction Lien Law, Contractor hereby notifies owner that persons or companies furnishing labor or materials for the construction on owners land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned contractor, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Contractor agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid"