

4301 Walnut Ridge Drive, McDonald, PA 15057 - (412) 519-6111 (412) 279-4477 Fax (724) 693-0919

info@hilltoppaving.com - www.hilltoppaving.com

Bill To:

07/01/2024

Client:

Chartiers Valley School District Attn: Pete Celender 50 Thoms Run Road Bridgeville, Pennsylvania. 15017 (412) 737-5146 pcelender@cvsd.net Chartiers Valley School District Attn: Pete Celender 50 Thoms Run Road Bridgeville, Pennsylvania. 15017 (412) 737-5146 pcelender@cvsd.net



## BID PROPOSAL #16465

4 Inch Mill
Installation of asphalt to include approximately 1,494 square yards:

-Mill area 4 inches and remove debris from job site.

-Install 2.5 inches of 25 mm superpave binder roll and compact

-Install 1.5 inches of superpave wearing course 9.5 mm, roll and compact.
Installation of pavement markings to include:

-Lay out and line stripe to match existing plan.

Regrade

\$15,900.00 \_\_\_Initial\*

Installation of asphalt to include approximately square yards approximately 288 square yards:

- -Regrade lot and remove excess debris from job site.
- -Install 2.5 inches of 25mm superpave binder, roll and compact.
- -Install 1.5 inches of superpave wearing course 9.5 mm, roll and compact.

4 Inch Mill - Hand Work \$13,400.00 \_\_\_Initial\*

Installation of asphalt to include approximately 1036 linear feet x 1

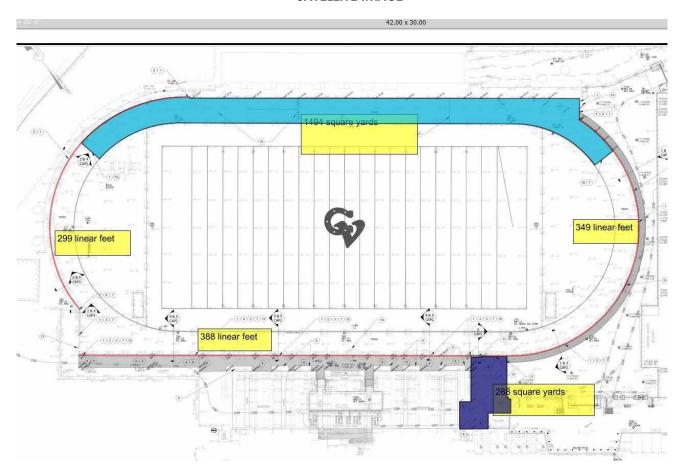
- -Mill area as mapped 4 inches and remove debris from job site.
- -Install 2.5 inches of 25 mm superpave binder roll and compact
- -Install 1.5 inches of superpave wearing course 9.5 mm, roll and compact.

50% RETAINER DUE UPON SIGNING, REMAINDER DUE UPON COMPLETION. 1.5% INTEREST ADDED ON BALANCE OVER 30 DAYS. CREDIT CARDS ARE ACCEPTED, WITH AND ADDITIONAL 3.8% SURCHARGE

ALL PRICING HEREIN IS BASED UPON CURRENT COST, CONSTRUCTION METHODS AND THE CURRENT MONTHLY ASPHALT CEMENT INDEX OF \$568.00 PER TON AS PUBLISHED BY PENN DOT FOR ZONE 3 AS OF THE DATE OF THIS PROPOSAL. THIS PROPOSAL IS VALID FOR 10 DAYS. PRICING FOR BITUMINOUS MATERIALS ARE SUBJECT TO SUDDEN AND SOMETIMES DRASTIC CHANGES, COST ADJUSTMENTS BITUMINOUS MATERIALS INCLUDING APPLICABLE MATERIALS AND FUEL CHARGES WILL BE PASSED ON ACCORDINGLY.

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## **SATELLITE IMAGE**



## CONDITIONS OF BID PROPOSAL

- •These Terms and Conditions are by and between Hilltop Paving Sealer Divisions, LLC, (hereinafter the "Contractor"), and the front-side "Purchaser", (hereinafter the "Purchaser") of the work.
- •All stone, asphalt, and concrete depths indicated on the Bid Proposal are at average depths. Actual Asphalt Repair depth regardless of depth specified on the Bid Proposal will only go to the stone base or specified depth whichever is less.
- Drainage is not guaranteed on areas having less than 2% grade.
- •Contractor will protect surface of concrete but will not be responsible for its structural integrity, i.e., cracking, crazing, collapsing, or movement. In the event contractor is required to cross over concrete or concrete sidewalk, contractor will NOT be liable for any resulting structural damage.

Asphalt Appearance Disclaimer. • Purchaser hereby acknowledges that Contractor cannot guarantee or warrant the appearance of the finished product because of variations in raw material, which are beyond the Contractor's control. Purchaser further acknowledges that they have read and understand this disclaimer.

- Cancellation by Purchaser before work begins results in Purchaser paying Contractor twenty percent (20%) of total contract price as liquidated damages.
- •Unit prices, if specified, shall apply to all extra work performed beyond the original scope of the Bid Proposal, if such work can be performed at the same time Contractor is working at the site on original items of work. Contractor reserves the right to renegotiate the terms and conditions, including price, if it must move any equipment back to the site to perform additional work. Contractor will be under no obligation to perform any extra work.
- •All bid proposals are based on the existence of workable sub-base layer of at least four (4) inches. It shall not be Contractors responsibility to check sub-base investigation, unless it is specified and paid for in the contract. Contractor shall not be responsible for consequences of sub-base deficiency or failures, including but not limited to damages or inability to perform work due to poor compaction, underground springs, buried materials, grade failures, or any other site factors present.
- •Each phase of work will be billed (or credited against retainage) upon completion of that phase. Purchaser agrees to pay all invoices upon completion of that phase. All amounts unpaid by the due date shall bear interest at the rate of 1.5% per month until paid. If full payment (including aforementioned late charges) has not been received by Contractor within 45 days of substantial completion, all of Purchasers warranty rights, if any stated in the Bid Proposal hereunder, will be forfeited and automatically become void and Contractor shall be excused from further performance of work under this proposal, or any other contract with Purchaser and all amounts then outstanding, including any unpaid retainage, shall become immediately due and owing.
- •The pricing contained in the bid proposal are based on all work being complete within 30 days of the start date indicated in the bid proposal unless otherwise agreed in writing. The terms for doing any work after this date may, at Contractor's option, be renegotiated between Contractor and Purchaser. To the extent Contractor has performed any work within 30 days of the start date of this proposal, Contractor shall be compensated for all such work under these terms and conditions at the prices as set forth in this proposal, including retainage, together with any costs incurred as a result of Purchaser's delay in completion of the work.
- Purchaser shall not prematurely subject the work to any type of traffic; loads in excess of the design capacity before proper cure, or in a manner which may damage the work. Contractor is not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete/asphalt. The Purchaser will only go onto to the work when cleared by Contractor.
- •Contractor will endeavor to complete the work as quickly as possible; however, it reserves the right to delay the start of work until the entire area of the job is ready to be poured, paved and/or sealed. Unless otherwise noted, total price is based on one move-in and complete access to work areas at mobilization. Purchaser agrees to pay Contractor \$2,500.00 for each additional mobilization. The removal of private or municipal vehicles from the work site is the sole responsibility of the Purchaser; and any and all damage to vehicles left on the work site is the responsibility of the Purchaser. Contractor is not responsible for crack sealant that adheres to tires; or for over spay on vehicles, curb and gutter, and any structures within 50 feet of edge of parking lot and or area being sealed or treated.
- Contractor shall not be bound to any construction schedules unless agreed to in writing by Contractor. If no schedule is established, Contractor will undertake the work in the course of its normal operating schedule.
- Purchaser to ensure all existing surfaces shall be in a condition suitable to receive any work to be performed by Contractor. Purchaser shall provide potable water and electrical source at no expense to Contractor. Contractor is not responsible for tire marks on asphalt and or concrete, damage to landscaping and sidewalks due to required access by trucks and or equipment, damage to existing asphalt pavement due to weak, unstable, non-compacted or wet sub-base materials, damage to surrounding concrete due to vibration of jackhammers and any other required equipment.
- •To the extent that the work is dependent upon work of other contractors or subcontractors, Contractor shall not assume responsibility for any defect, deficiency, or non-compliance in such other work.
- •Purchaser is responsible for getting all "private" (non-public) utilities, including wells and septic system elements, sprinkler systems, electrical wiring, etc. marked by an independent utility locator prior to commencement of work. All specifications and the work estimate are conditioned on all private utilities not being disturbed or changed by modifications needed to accommodate private utilities not disclosed to Contractor in advance of the date of the bid proposal. Any damage caused to private lines during construction is the sole responsibility of Purchaser, unless previously marked by independent utility locator. Purchaser is responsible for all damage to existing structures and facilities, including underground facilities, caused by equipment necessary to carry out the work.
- •Contractor will not be responsible for construction or material failures or delays in construction caused by any factor beyond its control, including, but not limited to, delays or failures caused by weather, acts of God, delays in transportation, acts of suppliers and subcontractors, acts of the Purchaser, owner or its separate contractors, fuel or raw material shortages, plant failures, or any other cause beyond its control, including governmental.
- •Unless stated in writing on this proposal, all engineering and testing, subgrade stabilization (undercut), excavation, utilities, adjustment of underground facilities, manholes, water valves, or underground structures, striping, landscaping, permits, bonds, government approvals, damage to existing asphalt and concrete and landscaping shall be Purchaser's sole responsibility.
- •Unless stated in writing on the bid proposal, there shall be no warranties, express or implied, in connection with any material or service furnished. Any and all consequential damages arising out of are excluded and waived by Purchaser.
- •In the event that Contractor retains an attorney to recover any amount due under this agreement, the Purchaser agrees to pay all attorney fees, court costs and costs of collection incurred by Contractor. Purchaser agrees to indemnify, protect, and hold Contractor harmless from any and all damages, expenses and Attorney's fees suffered or incurred on account of Purchaser's breach of any obligation or covenant of this proposal.
- Purchaser will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of the Purchaser to inspect completed Contractor work in the company of a Contractor representative. Purchaser's failure to inspect job site will signify acceptance of work performed by Contractor and agreement to pay balance of bill due in full within seven (7) days.

Accepted by Purchaser:	_DATE:	HILLTOP PAVING SEALER DIVISIONS, LLC - HIC # PA09156
		4301 Walnut Ridge Drive, McDonald, PA 15057
Accepted by Contractor's Rep:	DATE:	(412) 519-6111 - (412) 279-4477 - F (724) 693-0919

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Asphalt \$78,960.00Initial* Asphalt \$15,900.00Initial* Asphalt \$13,400.00Initial*
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Date:

## **Certified Applicators and Distributers of:**



Ask about pavement preservation using asphalt rejuvenation

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