

**PROPOSAL AND CONTRACT
C AND E PAVING & GRADING L.L.C.**

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TO: GARY LOVING
5070 N. WEATHERFORD ROAD
FLAGSTAFF, ARIZONA 86001
ATTENTION: GARY
E-MAIL ADDRESS gloving@npgcable.com

DATE: 08/19/2019
PROPOSAL NO: 219-20
PHONE: (928) 607-5224
CELL:
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PROJECT: LOVING RESIDENCE
5070 WEATHERFORD ROAD
FLAGSTAFF, ARIZONA

SCOPE OF WORK: ASPHALT PAVEMENT OVERLAY ON DRIVEWAY

ITEM A: ASPHALT OVERLAY

- 1: MILL TAPER TIE-INS WHERE EXISTING ASPHALT TIES TO EXISTING CONCRETE.
- 2: SWEEP AND INSTALL APPROX. 7,652 +/- SQUARE FEET OF EMULSION TACK OIL ON EXISTING ASPHALT PRIOR TO ASPHALT PAVEMENT OVERLAY.
- 3: FURNISH AND INSTALL APPROX. 7,652 +/- SQUARE FEET OF ONE AND ONE HALF INCH DEPTH D1/2 ASPHALTIC CONCRETE PAVEMENT.
- 4: ADJUST ONE EACH SEWER MANHOLE AFTER COMPLETION OF ASPHALT OVERLAY.

ITEM A: ASPHALT PAVEMENT OVERLAY: \$19,843.00
TAX: \$ 890.00
TOTAL: \$20,733.00

EXCLUDES: BONDS, PERMITS, TESTING, ENGINEERING, QUALITY CONTROL, QUALITY CONTROL TESTING, ADJUSTMENTS OF MANHOLES, VALVES AND STRUCTURES, STRIPING AND RETENTION ON PAYMENT.

NOTE: C AND E PAVING & GRADING L.L.C. RESERVES THE RIGHT TO ADJUST THIS PROPOSAL PRICE IF THERE SHOULD BE ANY ESCALATION PRICE BY OUR SUPPLIERS PRIOR TO CONSTRUCTION. PROPOSAL IS BASED ON THE BITUMINOUS PRODUCT PRICE POSTED ON THE ADOT BITUMINOUS INDEX AT TIME OF PROPOSAL. THE MEASUREMENT AND PAYMENT PROVISIONS IN DIVISION IV OF THE ADOT SPECS ARE APPLICABLE TO THE ASPHALT CONCRETE ITEMS. ASPHALT PRICE INCLUDES IN-PLANT TESTING ONLY. TESTING ON GRADE IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. THE PRICE FOR ASPHALT WILL BE ADJUSTED IN ACCORDANCE WITH ADOT PRICE ADJUSTMENT FOR BITUMINOUS MATERIAL INDEX AT THE TIME OF SHIPMENT.

PRICE: FOR TOTAL SUM OF SEE ABOVE \$ SEE ABOVE

CONDITIONS:

IT IS UNDERSTOOD AND AGREED THAT WE SHALL NOT BE HELD LIABLE FOR ANY LOSS, DAMAGE OR DELAYS OCCASIONED BY FIRE, STRIKES, OR MATERIAL STOLEN AFTER DELIVERY UPON PREMISES, LOCKOUTS, ACTS OF GOD, OR THE PUBLIC ENEMY, ACCIDENTS, BOYCOTTS, MATERIAL SHORTAGES, DISTURBED LABOR CONDITIONS, DELAYED DELIVERY OF MATERIALS FROM SELLER'S SUPPLIERS, FORCE MAJEURE, INCLEMENT WEATHER, FLOODS, FREIGHT EMBARGOES, CAUSES INCIDENT TO NATIONAL EMERGENCIES, WAR, OR OTHER CAUSES BEYOND THE REASONABLE CONTROL OF SELLER, WHETHER OF LIKE OF DIFFERENT CHARACTER OR OTHER CAUSES BEYOND HIS CONTROL PRICES QUOTED IN THIS CONTRACT ARE BASED UPON PRESENT PRICES AND CONDITION THAT THE PROPOSAL WILL BE ACCEPTED WITHIN THIRTY DAYS. ALSO GENERAL CONDITIONS WHICH ARE STANDARD FOR SPECIALTY CONTRACTORS IN THE CONSTRUCTION INDUSTRY.

TERMS: NO RETENTION HELD ON PAYMENT.
THE ENTIRE AMOUNT OF CONTRACT TO BE PAID WITHIN 15 DAYS AFTER COMPLETION.

THIS PROPOSAL IS SUBMITTED IN DUPLICATE. THE RETURN TO US OF ONE COPY WITH YOUR SIGNATURE SHALL CONSTITUTE A CONTRACT. THIS CONTRACT IS SUBJECT TO A FINANCE CHARGE FOR LATE PAYMENT, AT AN ANNUAL PERCENTAGE OF 18% (PERIODIC MONTHLY RATE OF 1 1/2%) ON THE TOTAL PAST DUE BALANCE OVER 30 DAYS.

C AND E PAVING & GRADING L.L.C.

BY: HARVEY K. HECKETHORN (CORKEY)

DATE: 08/19/2019

ACCEPTED BY:

DATE: