

## QUOTATION

QUOTATION TO:  
T/O Primrose

Date: April 2, 2021  
Project Name: T/O Primrose - 2021  
Project Location: T/O Primrose

Description	Bid Quantity	Unit	Bid Price	Bid Total
ASPHALT WEDGING - PEERLESS ROAD (STH 92 - RIDGE DRIVE)	350	TN	\$ 76.00	\$ 26,600.00
2' AGGREGATE SHOULDERING AT WEDGING LOCATIONS	175	TN	\$ 30.00	\$ 5,250.00
ASPHALT WEDGING - RIDGE DRIVE (PEERLESS - STH 92)	400	TN	\$ 76.00	\$ 30,400.00
ASPHLT WEDGING - RIDGE DRIVE (PEERLESS - CTH U)	325	TN	\$ 76.00	\$ 24,700.00
				<b>\$ 86,950.00</b>

**Job Specific Notes:**

- BOND IS NOT INCLUDED IN PRICING.
- Above quantities are estimates only. Estimated quantities were based on areas identified during march site visit with Mike.
- Final pricing will be determined based on actual quantities installed.
- Aggregate shouldering item may be removed from this quotation if desired.
- The above pricing includes application of tack on wedging areas.
- This quote includes up to (1) paving mobilization(s) and (1) phase.
- Quotation does not include: sawing, shaping aggregate shoulders, flumes, driveways, etc. unless noted otherwise.
- Unless stated otherwise, base proposal of quotation is contingent upon all items being contracted.
- Quotation does not include winter conditions related to crew or plant costs required for constructing work outside of conventional operating dates of May 1 to October 15.
- Quotation does not include the installation or removal of temporary asphalt ramps that may be required to accommodate phasing of traffic.
- Quotation does not include any inlet protection or erosion control.
- Quotation does not include the following work to be provided by others:
  - Traffic control (flagging for Payne & Dolan operations is included).
  - Preparation of foundation including but not limited to: grading, base course, sweeping and cleaning of lower pavement layers.
  - Notice and enforcement for no parking or restricted access for public.
  - Truck and equipment access to work area and maintenance of haul roads.
- All bases or pavements constructed on wet, frozen or otherwise compromised subbase, or below freezing temperatures will be at the owner's direction and without warranty. If unstable subgrade or base course conditions are encountered during construction, the above pricing does not include the undercut or stabilization of the unstable material which must take place prior to completion of the asphalt paving.
- Lower layer pavements require 40 degrees or higher and surface pavements require 50 degrees or higher. Pavements placed in lower temperatures will be at the owner/contractors written direction and without warranty.

*If you have any questions on this Quotation, please call me at the contact information listed above.  
Thank you!*

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IF THIS QUOTATION IS NOT ACCEPTED AND RETURNED WITHIN 10 DAYS FROM THE DATE OF THIS QUOTATION OR IF THE WORK IS NOT COMPLETED BY September 1, 2021, PAYNE & DOLAN, INC. RESERVES THE RIGHT TO WITHDRAW THE QUOTATION OR MODIFY THE TERMS OF THE QUOTATION/CONTRACT.

#### **STANDARD TERMS AND CONDITIONS**

Changed Conditions: Any changed condition of the job specifications involving extra costs will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay to Payne & Dolan, Inc. an extra charge over and above the original contract price for performance of the requested change order.

Subgrade/Aggregate Base: The Owner/Contractor is responsible to furnish Payne & Dolan, Inc. a suitable subgrade/aggregate base having the ability to support the maximum axle loads transmitted from the heaviest construction and/or vehicle traffic anticipated as not to cause any deformation to the subgrade/aggregate base. All subgrade must be rough graded by Owner/Contractor to within  $\pm 0.1'$  of the proposed plan subgrade elevations.

Cold Weather Paving: Per section 450.3.2.1.1 and 450.3.2.1.2 in the Wisconsin DOT Standard Specifications, if Payne & Dolan, Inc. is directed to place any asphaltic mixtures outside of WDOT specified date range, Payne & Dolan, Inc., will not be responsible for damage or defects attributed to temperature or other weather conditions. Replacement or repairs will be done on a time and material basis.

Liquidated Damages: It is understood and agreed that the Owner/Contractor will not assess liquidated damages against Payne & Dolan, Inc. prior to meeting with and providing Payne & Dolan, Inc. with documentation demonstrating that Payne & Dolan, Inc. failed to complete their portion of work within the time agreed upon in the contract or within such extra time as may have been allowed by extensions. Any arbitrary assessment will be subject to a 1.5% per month service charge.

Insurance/Indemnification: This Quotation is contingent upon the express agreement that indemnification, defense, additional insured status and waivers of subrogation, if required by the Owner/Contractor, shall be provided by Payne & Dolan, Inc., but only to the extent of Payne & Dolan, Inc.'s negligent acts or omissions in the performance of its work. Owner/Contractor to carry any necessary property insurance on the Work. Payne & Dolan, Inc.'s workers are fully covered by Workers' Compensation Insurance. Payne & Dolan, Inc. will meet insurance limits of liability by using a combination of primary insurance policies and umbrella/excess policies.

Incorporation: If any other agreement is entered into between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.