



A CRH COMPANY

HK CONTRACTORS, INC.

The Preferred Source

6350 S Yellowstone Hwy • P.O. Box 51450 • Idaho Falls, ID 83405
Phone 208-523-6600 • Fax 208-524-1426

Sand & Rock Products • Asphalt • Paving • Construction • Earthwork • Hauling

To:	Town Of Alpine	Contact:	
Address:	P. O. Box 3070	Phone:	(307) 654-7757
	Alpine, WY 83128 LINCOLN	Fax:	(307) 654-7454
Project Name:	Waste Facility Approach	Bid Number:	TH25086
Project Location:	Buffalo Dr, Alpine, WY	Bid Date:	8/29/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0010-	Mobilization For Crew & Equipment	1.00	EACH	\$1,450.00	\$1,450.00
0020-	Reshape & Pave 4"	56.00	SY	\$129.00	\$7,224.00
Total Price for above Items:					\$8,674.00

Total Bid Price: \$8,674.00

Notes:

- PRICES GOOD FOR 10 DAYS FROM THE DATE QUOTED. OWNER/PRIME CONTRACTOR TO ACKNOWLEDGE & SIGN HK's SPECIAL TERMS AND CONDITIONS UPON ACCEPTANCE OF PROPOSAL. TO BE MEASURED AND BILLED UPON COMPLETION AT UNIT PRICES ABOVE. RESHAPE, PLACE, AND COMPACT 3/4" ROADBASE FOR PROPER DRAINAGE. STERILIZE, PLACE, AND COMPACT 4" OF HOT ASPHALT MIX. HK IS NOT LIABLE FOR INCIDENTAL DAMAGE TO CONCRETE OR STRUCTURES CAUSED BY TRUCKS OR EQUIPMENT.

OWNER / PRIME CONTRACTOR contracts with H-K to perform the work on the terms and conditions herein set forth and agree to pay H-K for faithful performance of the work.

Work to be paid by unit price. The total of the unit prices determined by multiplying the quoted unit prices by the total units utilized in the project.

Payment Terms: Unless otherwise specified, Owner shall pay contract price on the completion of the project or if the project takes more than one month, then upon invoice for work completed during the prior billing period. A late fee of 1.5% per month will be paid on any balance remaining unpaid for more than 30 days from the date of the invoice. In addition to all other charges, Owner agrees to pay all attorneys' fees and court costs incurred in collecting and account placed with an attorney for collection, whether or not suit is filed.

Special Provisions: AS PER ITEMS STATED ABOVE. ALL ENGINEERING, STAKING, TESTING, FEES, PERMITS BY OWNER / PRIME CONTRACTOR. ANY OTHER ITEM NOT SPECIFICALLY MENTIONED ABOVE IS NOT PART OF THIS PROPOSAL.

Special Terms: This estimate shall become a contract only after it is accepted and signed by a duly authorized agent of H-K and thereafter may be modified only by written agreement signed by duly authorized agents of both parties.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

HK Contractors, Inc.

Authorized Signature: _____

Estimator: Trevor Hill
trevor.hill@hkcontractors.com

STANDARD TERMS & CONDITIONS

1. **Applicability.** These terms and conditions are incorporated into Seller's Quotation & Contract (collectively, 'Contract'). With the exception of the Terms & Conditions contained in any Application for Business Credit, the Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations, and warranties. The Contract prevails over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer may have submitted a purchase order or contract.

2. **Payment.** Seller's agreement to perform any work hereunder is conditioned upon Buyer's satisfaction of Seller's credit terms, as determined in Seller's sole discretion. Payment terms are net 30 days from date of Seller's invoice or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one percent (1%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Buyer's failure to make all payments due under this Contract in a timely manner.

3. **Taxes.** Buyer is responsible for payment of all taxes and duties not specifically assumed in writing by Seller in the Contract. Buyer agrees to defend, indemnify, and hold Seller harmless from any damages and expenses related to any levy or attempted levy of any other taxes on Seller.

4. **Suspension; Termination.** In addition to any other remedies available to Seller, Seller may suspend or terminate this Contract with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Contract (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.

5. **Shipment/Delivery Conditions.** Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller's plant sourcing the Contract. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Buyer Contracts delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge. Buyer also agrees to provide a safe, suitable work area for Seller and its employees.

6. **Title and Risk of Loss.** Title and risk of loss passes to Buyer at the time any materials are loaded into Buyer's, or Buyer's agents', vehicles, barges, or other modes of transport, in the case of FOB Plant sales, or in the case of Seller's delivery, upon delivery of the Materials.

7. **Warranty.** Seller warrants that the goods and services herein will conform to the approved shop drawings. If there is no approved shop drawings, Seller warrants that the goods and services herein will conform to specifications provided to Seller prior to manufacture of the goods and/or Seller's performance of the services. Seller's obligation to meet the applicable specifications supersedes any and all other warranties. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Buyer shall verify that Seller's materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Contract.

8. **Time.** Seller shall make reasonable efforts to provide the equipment, labor, materials and/or services by the specified delivery date and provide notice to Buyer of any expected delays. Seller is not responsible for any delays due to labor disputes, repairs to machinery, fire, flood, pandemic, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.

9. **Modification.** No amendment or modification of this Contract shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Contract.

10. **No Waiver.** The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller's privilege of exercising such right to any subsequent time or times.

11. **Damages.** Seller's liability for any damages related to this Contract shall be limited to (a) replacement of defective materials and work or, at Seller's option, (b) a refund of any payments made by Buyer. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT.** It is further understood that Seller shall not be responsible for any damage to or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond its reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by Seller, whether or not such failure or inadequacy was or could have been known at the time its work was undertaken, or for any work performed under adverse weather conditions.

12. **Indemnity.** To the maximum extent permitted by applicable law, Buyer shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Buyer's breach of this Agreement; or (ii) any act or omission by or on behalf of Buyer, its employees, contractors and/or agents.

13. **Applicable Law.** This Contract, and the rights, duties, obligations, and remedies of the parties shall be governed by or construed in accordance with the laws of the state where the Project is located.

14. **Work Conditions:** If Seller's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit Seller to perform its work in a normal uninterrupted single shift operation. Unless a time for the performance of Seller's work is specified, Seller shall undertake the work in the course of its normal operating schedule. Seller shall not be liable for any failure to undertake or complete the work for causes beyond its control, and Seller may suspend the work for causes beyond its control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in Seller's opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which Seller is involved, directly or indirectly. If for causes beyond Seller's control, Seller's work is not completed within twelve (12) months after the date of Buyer's acceptance of the Contract, Seller may cancel this Contract. In such event: (i) Seller shall be relieved of any further obligation with respect to the balance of the work; and (ii) Seller shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

15. **Inspection.** Seller shall provide materials which comply with the approved submittals and the materials are subject to industry tolerances. Buyer shall inspect all materials prior to installing the materials in order to confirm that the materials comply with Buyer's specifications.

16. **Safety.** Safety Data Sheets and product information are available at Seller's office and Seller's website. Buyer agrees to notify all persons handling or using the materials of the warnings contained in the Safety Data Sheets, labels, literature, and packaging relating to the materials.

17. **Storage.** Unless otherwise agreed to in writing, Buyer shall take delivery of all materials within 30 calendar days of being notified that the materials are ready for delivery. A storage fee of \$50.00 per day shall be charged for any materials left at Seller's facility for more than 30 calendar days. Seller shall have the right to dispose of any materials left at Seller's facility for more than 180 calendar days.

18. **MANDATORY BINDING ARBITRATION:** ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS CONTRACT SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED. THE AMERICAN ARBITRATION ASSOCIATION SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES.