



APAC-KANSAS, INC., SHEARS DIVISION

A CRH COMPANY  
3511 S WEST ST | WICHITA, KS 67217  
P (316) 524 5200 | F (316) 524 3651

## PROPOSAL

**TO** City of Bel Aire  
**PROJECT** Street Repair  
**LOCATION** Bel Aire, Kansas

**DATE** 11/29/2023  
**ESTIMATE** 6965053  
**ADDENDUM(S)**

APAC-Kansas, Inc., Shears Division – Wichita Branch (“APAC”) offers to furnish all labor, materials and equipment required for the performance of the following:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXT PRICE
1	WEBB RD. REPAIR	80.000	SY	\$ 425.00	\$34,000.00
2	39TH STREET REPAIR	45.000	SY	\$ 450.00	\$20,250.00
				<b>Bid Total:</b>	<b>\$54,250.00</b>

Notes:

1. City of Bel Aire will need to clearly mark the work areas.
2. Asphalt Mix and Concrete (High Early) are quoted with City of Wichita Specifications.
3. Traffic control is provided in accordance with MUTCD standards for lane closure on Webb Rd.
4. Traffic control on 39th Street will be limited to the work area.
5. All quantities are approximate should quantities increase APAC will be paid at above unit prices.
6. Exclusions:
  - a. Sales Tax
  - b. Bond not included if needed add .4%
  - c. Seeding and erosion control
  - d. Staking and Engineering
  - e. Striping and Pavement Markings

If you have any questions or need any additional information, please call me at (316) 524-5200.

This Proposal expires thirty (30) days from the executed date of bid opening.

By signing below you are agreeing to the terms and conditions on page two.

Sincerely,

Daniel Young  
Estimator  
daniel.young@apac.com

Accepted By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



## **TERMS AND CONDITIONS - Proposal and Contract**

Payment in full for all work performed hereunder during any month shall be made not later than the tenth (10th) day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the in state which the work is done, or one and one half percent (1½%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by APAC in collecting the amounts owed by you under the Agreement, including any and all court costs and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by APAC in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request. To the extent you fail to provide adequate security, we may stop work.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Workers' Compensation covering our employees, as well as General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

We shall be provided with suitable access to the work area. If our 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 us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, and we may suspend the work for causes beyond our 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 our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation (together "subsurface conditions"); labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we 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.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our 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 us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Sedgwick County, Kansas, and you waive any right to jurisdiction and venue in any other place.