



PO BOX 150 MECHANICVILLE, NY 12118 | PHONE: (518)664-9435 | FAX: (518)664-1601  
FEDERAL ID: 14-1771716  
please visit us at [www.donnellyconstruction.net](http://www.donnellyconstruction.net)

## QUOTATION

PROJECT: Q9787 Cemetery Rd Mill & Pave, Halfmoon

BID DATE: 2/2/24

SUBMITTED BY: Mason Hamilton

ITEM #	DESCRIPTION	AMOUNT
61901000.06	4 Person Flagging	\$4,675.00
TOTAL BID AMOUNT:		1 Day @ \$4,675.00 \$4,675.00

### NOTES:

- A. PRICE INCLUDES 4 PERSON CREW, 2 RACK TRUCKS, SIGNS, STANDS AND CONES TO PERFORM FLAGGING PER NYSDOT SPEC.
- B. PRICE IS FOR SINGLE LANE CLOSURE (FLAGGING) ONLY.
- C. PRICE IS FOR MONDAY-FRIDAY, DAYTIME LANE CLOSURE. 8 HRS ON SITE.
- D. OVERTIME WILL BE BILLED SEPARATELY AT \$580.00 PER CREW HOUR.
- E. CANCELLATIONS NOT RECEIVED BEFORE END OF BUSINESS THE DAY PRIOR TO SCHEDULED WORK ARE SUBJECT TO CANCELATION FEE.
- F. ABOVE PRICE IS THE DAILY MINIMUM. NO DEDUCTION FOR PARTIAL DAY.
- G. ADDITIONAL FLAGGERS (IF NEEDED) WILL BE BILLED AT \$865.00 PER 8 HR DAY.

**\*\*PRICE IS BASED ON PREVAILING WAGE RATES\*\***

### Additional Items

### THIS QUOTE IS GOOD FOR 30 DAYS

Donnelly Construction, Inc. will provide the quoted items for the above prices, per Donnelly Construction, Inc.'s Standard Terms and Conditions, which are set forth below. All terms and conditions thereof are to be incorporated into any contract between both parties. If these requirements are not met, then prices are subject to change or will be respectfully withdrawn. If the Customer wishes to award the work described herein to Donnelly Construction, Inc., it may use this proposal as a letter of intent until a formal agreement can be executed, which incorporates this Proposal and the attached Terms and Conditions, by signing and dating where indicated below.

Donnelly Construction, Inc.

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

Title: \_\_\_\_\_

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

Customer: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

The above prices, specifications and referenced terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Upon acceptance, please sign a copy of this proposal and return it to our office prior to date of work.

IF YOU HAVE ANY QUESTIONS PLEASE CALL (518) 644-9435 X 4  
QUOTE IS GOOD FOR 30 DAYS

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**1. CONTRACT:** Terms are net 30 days. Late payment will result in a finance charge of 1.5% per month. This Proposal is expressly limited to and made conditional on the Customer's acceptance of and assent to the terms and conditions set forth herein. Upon acceptance of and assent to the Proposal's, the terms and conditions set forth therein and these printed terms and conditions, shall become the "Contract." In the event of conflict of terms written in this Proposal and these printed terms and conditions, the terms written on in this Contract shall prevail. If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, the legality, validity and enforceability of the remaining provisions of this Contract shall not be affected thereby. This Contract, and any further contracts accepted by Customer hereunder, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements between the parties, whether written or oral, relating to the same subject matter. No modification, amendments or supplements to this Contract shall be effective for any purpose unless in writing, signed by each party, approvals or consents hereunder of a party shall also be in writing. It is agreed that no course of dealing or usage of trade not expressly set forth in this Contract shall be admissible to explain, modify, or contradict this Contract in any way. THIS CONTRACT SIGNED BY BOTH PARTIES CONSTITUTES A FINAL WRITTEN EXPRESSION OF ALL THE TERMS OF THIS AGREEMENT AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS.

**2. LIMITATION OF LIABILITY:** IN NO EVENT SHALL CUSTOMER BE ENTITLED TO RECOVER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCONVENIENCE, RENTAL OF REPLACEMENT EQUIPMENT, LOSS OF PROFITS, OR OTHER COMMERCIAL LOSS. Customer assumes all risk and liability for loss, damage or injury to persons or property of the Customer, and/or Project Owner or others arising out of the use or possession of any goods sold hereunder. IT IS UNDERSTOOD AND AGREED THAT DONNELLY CONSTRUCTION'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY CUSTOMER AND UNDER NO CIRCUMSTANCES SHALL DONNELLY CONSTRUCTION, INC. BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE PRODUCTS AND SERVICES IS A CONSIDERATION IN LIMITING DONNELLY CONSTRUCTION'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS OF THIS PROPOSAL MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. The remedies provided to Customer in this Contract shall constitute the exclusive remedies available to Customer and all other remedies that might otherwise be available to Customer under the law of any jurisdiction are hereby waived by Customer. If Customer's limited remedies provided in this Contract fail of their essential purpose, the parties agree that, notwithstanding that failure, the exclusion of Customer's consequential damages shall remain in full force and effect as though Customer's remedies had not failed of their essential purpose. Nothing contained herein shall prohibit Donnelly Construction, however, from recovering incidental, indirect, or consequential damages from Customer. In addition to other damages and equitable relief to which Donnelly Construction may be entitled under applicable law, and, without limitation, Donnelly Construction may commence an action against Customer arising out of the transactions of this Contract within such periods as may be prescribed by applicable statute(s) of limitations.

**3. WAIVER:** To the extent permitted by applicable law, Customer hereby waives any and all rights and remedies conferred upon a buyer by such applicable law (including but not limited to Article 2 of the UCC) to: (i) cancel this Contract; (ii) repudiate this Contract; (iii) reject the goods sold under this Proposal; (iv) revoke acceptance of the sold under this Contract; (v) recover damages from Donnelly Construction for any breaches of warranty or for any other reason; (vi) a security interest in the sold under this Contract in the Customer's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Donnelly Construction's default, if any, under this Contract; (viii) accept partial delivery of the sold under this Contract; (ix) "Cover" by making any purchase of, or contract to purchase, goods in substitution for those due from Donnelly Construction; (x) recovery any general, special, incidental or consequential damages, for any reason whatsoever; and (xi) obtain specific performance, replevin, detinue, sequestration, claim and delivery or the like for any sold under this Contract; as well as Customer's rights, if any, under Parts 5, 6, and 7 of the UCC. To the extent permitted by applicable law, Customer also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Donnelly Construction to sell, lease or otherwise use any Equipment in mitigation of Donnelly Construction's damages or which may otherwise limit or modify any of Donnelly Construction's rights or remedies.

**4. ATTORNEYS' FEES:** Should any proceeding, arbitration, or litigation be commenced by Donnelly Construction to enforce the terms of this Contract, Donnelly Construction shall be entitled, in addition to such other relief as may be granted, to attorneys' fees and litigation costs, including but not limited to expert witness fees.

**5. GOVERNING LAW:** This Contract and the rights and obligation of the parties hereunder shall in all respects be governed by and construed in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law, including all matters of construction, validity and performance, regardless of the location of the products and/or materials or the State of incorporation or principal place of business of Customer. The parties expressly agree that the transaction described in this Contract bears a reasonable relationship to the State of New York, that this Contract should be governed by the laws of the State of New York, and that this choice of law provision is a negotiated item that forms part of the bargained-for consideration to the parties. Customer (i) consents to the exclusive jurisdiction and venue of the state courts situated in Saratoga County, New York, or, if they can acquire jurisdiction, the federal courts, situated in Saratoga County, New York, and (ii) waives any objection to improper venue and forum non convenience. If any provision of this Contract shall contravene or be invalid under applicable law or regulation, such contravention or invalidity shall not affect the entire Contract, the provisions held to be invalid to be deemed deleted or modified and this Contract interpreted and construed as though such invalid provision or provisions were not part hereof or conformed thereto.

**6. COUNTERPARTS:** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that facsimile or electronic signatures of this Contract shall be deemed a valid and binding execution of this Contract.

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