

PROPOSAL / CONTRACT

Job. No. _____



Date: June 11, 2024

CORPORATE OFFICE

2800 Mecca Drive • Plover, WI 54467
phone 715.341.2868 • toll-free 800.332.3360
fax 715.341.1054

751 N Bluemound Drive • Appleton, WI 54914
phone 920.759.1008 • fax 920.759.1019

6615 US Highway 12 W • Eau Claire, WI 54703
phone 715.874.6070 • fax 715.874.6717

Pavement Maintenance Contractors

EOE, including disability / vets

914 Commercial Court • Onalaska, WI 54650
phone 608.779.6641 • fax 608.779.6813

316 Raemisch Road • Waunakee, WI 53597
phone 608.849.6466 • fax 608.849.6470

111 Anderson Road • Iron River, MI 49935
phone 906.265.6770 • fax 906.265.5719

2224 Veterans Memorial Pkwy • Saginaw, MI 48601
phone 989.752.9200 • fax 989.752.9205

Contact Name: Leaha Jackson	Contract Price	T.B.D.
PURCHASER: City of Hinckley	TELEPHONE:	(320) 384-7491
ADDRESS: 106 1st St. SE Hinckley, MN 55037	DESCRIPTION OF PROPERTY:	2024 Microsurfacing Multiple Locations Hinckley, MN 55037

1. FAHRNER Asphalt Sealers, L.L.C. (CONTRACTOR) and PURCHASER agree that, CONTRACTOR shall furnish the labor and materials to complete certain construction in accordance with the following specifications:

Areas Included:

- 3rd St SW (from the Railroad Tracks to Sullivan Ave S)
- Root Ave S (from 3rd St SW to 2nd St SW)
- 2nd St SW (from Root Ave S to Dunn Ave S)
- S Poplar Ln (from 2nd St SE to Main St E)
- Carriage Hill Dr (from where the road widens to the Dead End)

Pricing:

- Microsurfacing: \$46,748
- Spray Patching: \$14,160

Specifications:

-Microsurfacing:

Microsurfacing shall consist of a TYPEII mixture containing a mixture of polymer-modified emulsified asphalt, mineral aggregate, water, and specified additives, proportioned, mixed and uniformly applied at a rate of 16 to 20 LBS/SY, spread over a properly prepared asphalt surface.

-Spray Patching:

Clean areas with compressed air. (Approx. 260 cu ft of air / min) Apply tack coat of heated emulsion oil. Inject oil coated 3/8"-1/4" fractured spray stone.

This proposal may be withdrawn if not accepted and received by CONTRACTOR within 30 days of the date above and/ or at any time before performance of the work hereunder upon CONTRACTOR'S determination that the PURCHASER is not creditworthy.

- If proposal is accepted please sign, retain one copy and forward a copy to our office.
- The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of T.B.D. and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all the terms and conditions on back.

CONTRACTOR:

Fahrner Asphalt Sealers, LLC:763-482-9640
lucas.chapman@fahrnerasphalt.com

Lucas Chapman

(PRINT OR TYPE NAME)

By: _____

(CONTRACTOR REPRESENTATIVE)

Date: June 11, 2024

PURCHASER:

I have read and understand the terms and conditions on both sides of this contract.

(PRINT OR TYPE NAME)

By: _____

(PURCHASER AUTHORIZED REPRESENTATIVE)

Date of acceptance: _____

TERMS AND CONDITIONS

NOTICE OF LIEN RIGHTS

PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENT OF REAL PROPERTY MAY ENFORCE A LIEN UPON THE IMPROVED LAND IF THEY ARE NOT PAID FOR THEIR CONTRIBUTIONS, EVEN IF THE PARTIES HAVE NO DIRECT CONTRACTUAL RELATIONSHIP WITH THE OWNER. MINNESOTA LAW PERMITS THE OWNER TO WITHHOLD FROM THE OWNER'S CONTRACTOR AS MUCH OF THE CONTRACT PRICE AS MAY BE NECESSARY TO MEET THE DEMANDS OF ALL OTHER LIEN CLAIMANTS, PAY DIRECTLY THE LIENS AND DEDUCT THE COST OF THEM FROM THE CONTRACT PRICE, OR WITHHOLD AMOUNTS FROM THE OWNER'S CONTRACTOR UNTIL THE EXPIRATION OF ONE HUNDRED TWENTY (120) DAYS FROM THE COMPLETION OF THE IMPROVEMENT UNLESS THE CONTRACTOR FURNISHES TO THE OWNER WAIVERS OF CLAIMS FOR MECHANICS' LIENS SIGNED BY PERSONS WHO FURNISHED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO PROVIDED THE OWNER WITH TIMELY NOTICE.

ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless excepted to in writing within seven (7) days of performance.

EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with the performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface to eliminate potential cracking. PURCHASER assumes all liability for any damages done to underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utilities/structures.

Unless exempt, in accepting this Proposal/Contract, PURCHASER acknowledges that it shall comply with the requirements of all applicable federal, state, and local employment laws, executive orders, codes and regulations (the "Requirements") effective where the work and/or services are being performed including, but not limited to, 41 CFR §§ 60-1.4(a)(1)-(8), 60-1.4(b), 60-1.4(c) or their successors effective where this Proposal/Contract is performed. To the extent required by law, all provisions of the Requirements are hereby incorporated into and made a part of this Agreement and any applicable agreements of CONTRACTOR. To the extent applicable, the Requirements include, but are not limited to, (1) prohibition of discrimination because of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity, national origin and because of inquiry or discussion about or disclosure of compensation, (2) affirmative action to employ and advance in employment individuals without regard to race, sex, disability, or protected veteran status, (3) compliance with the Employee Notice clause contained in 29 C.F.R. part 471, Appendix A to Subpart A, or its successors, (4) compliance with the EEO-1 and VETS-4212 reports filing requirements in 41 C.F.R. §§ 60-1.7 and 41 C.F.R. §61-300.10, or their successors, (5) compliance with paycheck transparency obligations of 48 C.F.R. § 22.2005, including the contract clause found at 48 C.F.R. § 52.222-60, which is incorporated by reference as if fully set forth herein, (6) other affirmative action in employment, (7) required/certified payrolls, (8) social security acts, (9) unemployment compensation acts, (10) worker's compensation acts, (11) equal employment opportunity acts and (12) the required contract provisions for Federal-Aid Construction Contracts, Form FHWA-1273, if applicable.

When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

INCLEMENT WEATHER

Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.

WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. Due to Minnesota winters and expansion and contraction of the ground, some cracking of the pavement may be experienced. There are no express or implied warranties of merchantability, quality, quantity or of fitness for any particular purpose, which extend beyond those specifically set out in this document.

All warranties are void if payment is not made as stipulated.

DELINQUENCY CHARGE

Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. The Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Minnesota or a court of the United States located in the State of Minnesota.

INDIVIDUAL LIABILITY

The undersigned PURCHASER agrees to be individually liable for all terms of the Agreement, regardless of whether he or she signs individually or as an agent for the owner of the property upon which the work is being performed or for any other individual, partnership or corporation.

PRODUCT INFORMATION AND MAINTENANCE

Since the asphalt in blacktop needs time to harden and cure, usually 6-12 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not unusual to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. If you decide to seal coat your pavement, wait until the summer following installation. We recommend a good quality coal tar emulsion sealer as they are impervious to gasoline and petroleum product spills.

BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

This written Proposal/Contract consisting of two (2) sides contains the entire Agreement and understanding between the parties, and no provision, terms, warranties, representations or promises, either expressed or implied, other than those set forth herein are binding on either party.