

2023 Proposal / Contract



DATE: 8/3/23

JOB NAME: 179 Remsen St Parking Improvements

JOB LOCATION: 179 Remsen Street Cohoes NY 12047

FIRM NAME: City of Cohoes

PH#: 518-233-2122

EMAIL: aprimeau@ci.cohoes.ny.us

TYPE OF WORK CONTRACTED FOR (LABOR/MATERIAL/EQUIPMENT): This quote is good for 30 Days.

SCOPE OF WORK:

2" Resurface – 12,400 SF

Sawcut And Mill Keyways At Areas Where New Asphalt Is To Meet Existing For Smooth Transition

Sweep Clean Existing Asphalt Surface By Means Of Mechanical Sweeper

Furnish And Install (1) Layer Of Shim Course As Needed To Permit Positive Drainage

Furnish And Install 2" Of NYS Approved Type 6 Top Course After Compaction

Reinstall Pavement Markings Per The Existing Layout

For The Price Of: \$32,470.00

Replace Existing Damaged Concrete Post

Sawcut And Remove Existing Damaged Concrete Post And Dispose Of Site

Repour 12" Concrete Column For Guiderail To Be Reinstalled

For The Price Of: \$3,800.00

Remove & Replace Existing Guiderail – 1 LS

Remove And Replace Existing Guiderail Located At Center Of Parking Lot

For The Price Of: \$4,800.00

Exclusions And Clarifications

**Pricing is based on NYS Asphalt Index Of \$645.00 per liquid ton. Prices subject to change based on the index.*

**Sales tax on material is not included. Valid tax exempt certificate is required prior to the commencement of work.*

**Prevailing wage rates are included with all pricing options listed above.*

PERMITTING: The OWNER must obtain and pay for any permits or licenses necessary for the execution of the scope of work, as may be required by any townships, HOA's, and government entities. Failure to obtain permits at least 48 hours prior to the project start date will result in rescheduling the work to be performed. We will not be responsible for any typing errors on the square footage and dollar amounts. All square footage and dollar amount of contract must be reviewed by United Asphalt Company, LLC "AND" The Customer before a contract agreement is signed. If square footages become more than quoted there will be an additional charge which must be agreed upon and signed for "BEFORE" we do the additional work. In the event of "Unsuitable Sub Soils" such as concrete, wood, or cobblestone, additional pricing will apply at an agreed upon rate.

PAYMENT TERMS: IN FULL UPON COMPLETION. Down payment of thirty percent (30%) of project values exceeding \$50,000 to be provided prior to the commencement of work. A 4.0% processing fee will be charged on ALL Credit Card payments. Prices quoted are subject to change if contract is NOT signed within 30 days from date of proposal. If this project was quoted as a "Capital Improvement" or "Tax Exempt" project and we do not receive the proper forms, all applicable taxes will be added to the total balance. Balances carried shall result in a 10% late fee and accrue a per month finance charge of 18% on the unpaid balance. A fee of \$75.00 will be charged for any returned checks. Owner agrees to bare the entire cost of collection action should that become necessary, including but not limited to all costs, expenses, filing fees, attorney fees, interest, court costs, collection agency fees, and or other legal expenses incurred by United Asphalt Company for pursuing payment.

SCHEDULING/CANCELLATION: Due to the nature of the work to be performed, United Asphalt Company will provide the customer with a tentative date of service, but this date is NOT guaranteed. Owner must notify us in writing or by phone in the event of cancellation at the number or email listed above. This contract may NOT be canceled once work has begun. United Asphalt Company reserves the right to cancel this contract at any time upon notice to Owner.

OWNER RESPONSIBILITY: Owner agrees to have project area prepared by 7:00 am on the day the project is to start. This is identified as having the project area clean of debris, cars removed from garage, sprinkler system off and heads marked, and any invisible fences marked. Clearance of the area is defined as removing impediments including but not limited to, vehicles, firewood, mulch, garbage cans/dumpsters, portable basketball hoops. Any delay in the commencement of work due to Owner's failure to properly prepare the area will result in a \$400.00 per hour fee. Landscape restoration is Not included. We require a minimum of 12" of clearance along edges of the work area and may move or remove anything within that boundary. We also require a minimum overhead clearance of 16' to allow for dump truck access. United Asphalt is NOT responsible for damage caused to tree limbs or branches that are within the scope of these boundaries.

WARRANTY TERMS: Warranty is covered for one year. Warranty will not cover any damage caused by plows, heavy vehicles/machinery, or oil/grease products.

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Cohoes, NY 12047

EXCLUSIONS: SURVEY AND STAKE OUT, PROOF ROLLING OF THE SUBBASE, SAW CUTTING ALL TESTING COSTS, TRAFFIC CONTROL, PERMIT FEES, ANY HAZARDOUS MATERIAL, COMPACTION TESTING AND/OR ANYTHING NOT SPECIFICALLY LISTED IN ABOVE PROPOSAL.



ACCEPTANCE:

The above price, specification and conditions are satisfactory and approved by the Owner.
I have read and agree to the terms of this contract.

DATE: _____ SIGNED: _____ TITLE: _____