

AMERICAN ASPHALT & TRUCKING LLC

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Newark NJ 07104

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PROPOSAL AND CONTRACT

Proposal#2024-01WO

Date: 01/16/24

To: Township Of West Orange
Address: 66 Main Street
City State: West Orange NJ 07052

Attn: Joe Pelose
Phone: 973-325-4100
Fax:

We are pleased to submit proposal to furnish all material, labor, and equipment to do the following work hereinafter identified as: **Rock Salt**

Item #	Description	Qty.	Unit	Price	Amount
1	Import and delivery rock salt to 25 Lakeside Ave West Orange NJ . Price includes purchasing and delivery fee.	300	Tons	118.00	\$ 35,400.00
	Note : Final invoice to be based on weight tickets				
				Total=	35,400.00

Notes:

1.- Price is based on current fuel index of and may be subject to fuel index escalation after

2.- Price is based on Open Shop Wages

Exclusions:					
1		Permits, Bonds	7		Repairs after milling
2		Survey, Layout, Testing and Engineering	8		Dewatering
3		Grading, Excavation, Saw cutting	9		

4	Repair of soft areas in sub base	10	
5	Police, Traffic Control	11	
6	Adjustment of Utilities	12	

TERMS AND CONDITIONS

1. Quantities stated above are approximate only; payment will be based on actual field measurements.
2. If rock is encountered which cannot be removed by on site machinery, and blasting services are required, then the cost of blasting shall be the owner's responsibility.
3. If soft areas are encountered during proof rolling of the sub base; the excavation, backfill, and compaction will be charged as an extra.
4. Cold Weather Paving- Paving done under cold weather conditions can cause asphalt imperfections. Cold, frost, rain, winds, snow and moisture can cause defects. Paving work done under these conditions will be completed at owner's responsibility and repair work will be done at the owner's expense.
5. The prices listed in this proposal shall be valid for thirty days.
6. A reduction in quantities may result in an increase in prices.
7. Price above does not include sales tax. Sales tax will be charged on all invoices for all work, unless a valid Sales Tax Exemption Certificate is received.
8. This proposal becomes effective as a **CONTRACT**, after the purchaser has executes its acceptance. Conditions, which are not specifically incorporated in this contract, will not be recognized. No modification or transfer of this contract after acceptance shall be binding upon Seller, unless made in writing and signed by one of the Seller's Officers.
9. All prices are based on the current refinery price for liquid AC20 and are subject to change without written notification. The oil index can be viewed on the NJDOT web site at [www. State.nj.us/transportation](http://www.State.nj.us/transportation).
10. This proposal may be withdrawn pending the results of a credit investigation or it may be necessary to post a bond or establish an escrow account with sufficient funds and a guarantee of payment upon completion of our work.
11. Invoices will be rendered monthly, or at completion of work, whichever comes first and payment are expected on any portion of the work performed and/or materials furnish during that 30 day period. Payment not received within 30 days of invoice date, will be subject to 1 ½% monthly and 18% yearly interest charge.
12. **FINAL PAYMENT** in full is required within 30 days. A service charge of 1 ½% per month will be added to any unpaid portion of our invoice, which is annual percentage rate of 18%. **No retainage on milling.**
13. Contractor shall be liable for, indemnify Subcontractor against, and reimburse Subcontractor for all costs, charges, expenses, and any and all other sums incurred or advanced by Subcontractor, including, but not limited to, attorneys' fees costs and expenses, to collect any amounts due from Contractor to Subcontractor hereunder or to enforce the rights of Subcontractor hereunder against Contractor.

If you have any questions feel free to call. If the proposal is satisfactory, please sign, date, and return one copy at your earliest convenience.

Very truly yours,

Mike Ortiz, Partner

Accepted by
Company: _____

Name: _____

Title: _____

Date: _____