

ATTACHMENT NO. X. – D

ATTACHMENT NO. D: Approval of District Sealcoating

Suggested motion: Move to Approve the Sealcoating of 2 Parking Lots within the District (Capron and Transportation)

Recommended action: Approve as presented.

It is recommended that quote for Norwest Construction, Inc. in the amount of \$30,308.50 for the sealcoating of the Capron and Transportation parking lots. Norwest was the lowest quote of the three that we received.

NORWEST CONSTRUCTION, INC.
82 PRAIRIE HILL ROAD
SOUTH BELOIT, IL. 61080
PHONE: 815-965-7283 FAX: 815-624-6661
NORWESTBLACKTOP.COM
SEAL COAT PROPOSAL

SUBMITTED TO:
North Boone CUSD 200
17641 Poplar Grove Rd.
Poplar Grove, IL 61065

DATE: May 17, 2024
PHONE: 815.543.5942
E-MAIL: jnolen@nbcusd.org
JOB NAME: Seal Coat
JOB LOCATION: Poplar Grove
JOB LOCATION:
PROJECT NUMBER: 167-24

ATTN: Jim Nolen

FOR FURNISHING THE NECESSARY LABOR, MATERIAL AND EQUIPMENT TO COMPLETE THE FOLLOWING:

DESCRIPTION OF WORK

- Clean cracks and parking lot of dirt and debris.
- Blow out cracks and clean out water and soils.
- Hot rubber tar crack seal all major cracks.
- Prime all major oil spots.
- Seal coat parking lot using commercial grade sealer with latex hardeners and abrasive sands.
- Apply 1 coat: spray applied.
- Lay out and stripe parking lot in white or yellow paint (your choice).
- Lay out and stencil handicaps with symbols.
- Lay out and stripe crosswalks and stop bars where applicable.
- Work to be completed by August 1st, 2024.

NORTH BOONE DISTRICT OFFICE & BUS BARN: See attached print for scope of work.

N. BOONE SCHOOL DISTRICT BUS BARN LOT: 40,500 SQ. FT.

APPLY ONE COAT OF SEALER		
5 BOXES 250 LBS. OF HOT RUBBER	COST \$7,826.00	INITIAL _____
APPLY 2 ND COAT OF SEALER.....	COST \$3,065.00	INITIAL _____

DISTRICT OFFICE PARKING LOT AND DRIVE LANE: 14,775 SQ. FT.

5 BOXES 250 LBS. OF HOT RUBBER	COST \$3,225.00	INITIAL _____
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CAPRON ELEMENTERY SCHOOL NORTH BUS DROP OFF LOT, MIDDLE LOT, & PLAYGROUND.
 See attached overhead aerial for scope of work.

NORTH BUS DROP OFF LOT: 28,850 SQ. FT.

APPLY ONE COAT OF SEALER		
3.5 BOXES 175 LBS. OF HOT RUBBER	COST \$5,221.50	INITIAL _____
APPLY 2 ND COAT OF SEALER.....	COST \$2,023.00	INITIAL _____

MIDDLE LOT & PLAYGROUND: 34,025 SQ. FT.

APPLY ONE COAT OF SEALER		
3.5 BOXES 175 LBS. OF HOT RUBBER	COST \$6,498.00	INITIAL _____
APPLY 2 ND COAT OF SEALER.....	COST \$2,450.00	INITIAL _____

TOTAL ACCEPTED CONTRACT AMOUNT..... \$ _____

NOTES:

- *Prices subject to change due to cost increases in fuel and seal coat mix.
- *Quantities additional to proposed amounts are additional cost to contract at same unit price.
- *Additional work to contract priced at additional cost to base price.
- *Additional Square Footage priced at additional cost to base price.
- *This proposal includes 1 mobilization(s) onto the job for each phase of the work (i.e. cleaning & crack fill, sealing, etc.). Additional mobilization(s) per job phase due to the acts or omissions of Owner/Contractor shall be at additional costs.
- *Property owner responsible for all costs accrued to relocate utilities. Norwest Construction will not be responsible for damage to any underground utilities or other hidden conditions if the Owner/Contractor fails to give Norwest Construction advance notice of their existence and location. Owner/Contractor agrees to hold Norwest Construction harmless for any loss, expenses or damage resulting from, arising out of, or in any way related to such condition.

- *Prior to Norwest Construction beginning Work under this agreement, Owner/Contractor shall provide evidence to Norwest Construction that Owner/Contractor has made financial arrangements acceptable to Norwest Construction to fulfill their obligation under this agreement.
- *All additional charges will be set up in signed work change orders. If any other agreement is entered into between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.
- *THIS PROPOSAL MAY BE WITHDRAWN BY NORWEST IF NOT ACCEPTED WITHIN 30 DAYS.
- *CONTRACTED PRICES SUBJECT TO CHANGE 60 DAYS AFTER ACCEPTANCE OF CONTRACT IF WORK HAS NOT BEEN COMPLETED, UNLESS OTHERWISE INDICATED.
- *ALL COMPENSATION DUE IN FULL UPON COMPLETION OF PAVING.
- *NO CONTRACT IS BINDING ON NORWEST CONSTRUCTION, INC. UNTIL SIGNED AND APPROVED BY THE EXECUTIVE OFFICER OR PERSON SO AUTHORIZED.
- *2% MONTHLY SERVICE CHARGES ON ACCOUNT BALANCES AFTER 30 DAYS.
- *ATTORNEY FEES COURT COST AND COSTS INCURRED IN COLLECTION PROCEEDINGS OR NON-COMPLIANCE OF CONTRACT IS ADDITIONAL COST TO BUYER.

- 1) MEMBER NIBCA
- 2) PARTICIPANT OPERATING ENGINEERS LOCAL 150 & LABORERS LOCAL 32
- 3) INSURED AND BONDED
- 4) SMALL BUSINESS QUALIFIED

AUTHORIZED NORWEST AGENT _____ DATE _____
Jeff Parentice
 Senior Estimator, Cell 815.222.8249

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. Norwest Construction, Inc. is authorized by Owner/Contractor to do work as specified. Payment will be made to Norwest Construction by Owner/Contractor as outlined above. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you hereby accept.

OWNER/CONTRACTOR: _____
DATE OF ACCEPTANCE: _____
AUTHORIZED SIGNATURE: _____

ORIGINAL COPY MUST BE MAILED IN.



Estimate

(815) 624-1144 www.premierpavementsolutions.com
P.O. Box 515 Rockton, IL 61072

Est Date 05/03/2024
Salesman
Service Date
Estimate # B5691

Bill To
Jim Nolen
North Boone School District
6248 N.Boone School Rd
Popular Grove, IL 61065

Service Location
Jim Nolen
North Boone School District
6248 N.Boone School Rd
Popular Grove, IL 61065

Total of both locations: \$30,435

DESCRIPTION	QTY	RATE	Total
EDGE GRASS along the sides of the pavement and from cracks. Clean the pavement surface of dirt and debris using forced air blowers. Blowing over 150mph. MINIMUM CHARGES APPLY	57,660	0.0075442	435.00
OIL SPOT PREP - Clean saturated oil spots by burning and scraping the excess oils. Then apply a 100% acrylic oil spot primer, which helps the oil areas from bleeding through the fresh sealer. (No Guarantee)	2	40.00	80.00
HOT CRACK FILL service - SealMaster® Crack Master 6690 is a high quality, hot crack filling material, designed for long lasting adhesion and protection. It's the best material for filling cracks of 1/4" or larger. (Not including alligated areas.) The cracks chosen to be repaired during this service are at the discretion of Premier Pavement Solutions. Crack Fill Service includes 1 - 30 lb box of crack fill material. One (1) box covers approximately 150-200 linear feet of 1/2" by 1/2" cracks. Should extra crack fill material be needed to complete the repairs, it will be charged at a \$ 160.00 per box rate.	1,800	0.85	1,530.00
SEAL COAT parking area using SealMaster® RTU (Ready to Use) commercial grade seal coat product. PREMIER applies sealer at a rate of 50 gpm at 80 psi for a coverage rate of 70-90 sq. ft per gallon.	57,660	0.1700486	9,805.00
RE-STRIPE existing pavement. Stripes are painted on specified areas of pavement using a high quality, 100% acrylic and federally specified traffic paint at a rate of 1.15 gallons per minute with 15 mils of wet paint thickness. (Minimum Charges apply) Doesn't include the Bus parking area	1	1,150.00	1,150.00
** ALL DISCOUNTS ARE INCLUDED **			

A 40% deposit is required before work is started.

ALL WORK WAS QUOTED FOR PREVAILING WAGE

OPTIONAL

Apply a second coat of sealer on the new asphalt ADD \$ 7,500.00

30 DAY PRICE GUARANTEE with 180-day workmanship guarantee on sealer from peeling.



Total \$13,000.00

ACCEPTANCE OF ESTIMATE** By signing or providing verbal approval of the above prices, specifications and conditions, you are authorizing Premier Pavement Solutions, Inc. to proceed with the services as specified above. **Estimates over \$1000 require a 40% deposit to be paid upon signing this contract. **Payment, in full, is required upon completion of the above services, unless otherwise noted. **Late charges of 2% per 7-day period will apply. **Legal fees and court costs incurred in the collection of monies owed according to this contract will be paid by the customer. **This contract may only be cancelled by Premier Pavement Solutions with a fee of \$25 or 25% of the contract total, whichever is greater.**

This estimate is void 30-days after the date listed above.



Credit, debit or electronic payments are charged a 4% processing fee

Date _____ Signature _____

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Date _____ Signature _____

This estimate is void 30-days after the date listed above.



Credit, debit or electronic payments are charged a 4% processing fee



Estimate

(815) 624-1144 www.premierpavementsolutions.com
P.O. Box 515 Rockton, IL 61072

Est Date 05/03/2024
Salesman
Service Date
Estimate # B5692

Bill To
Jim Nolen
North Boone School District
6248 N.Boone School Rd
Popular Grove, IL 61065

Service Location
Jim Nolen
North Boone School District
Capron Elementary
200 N.Wooster St

DESCRIPTION	QTY	RATE	Total
EDGE GRASS along the sides of the pavement and from cracks. Clean the pavement surface of dirt and debris using forced air blowers. Blowing over 150mph. MINIMUM CHARGES APPLY	71,325	0.0077112	550.00
OIL SPOT PREP - Clean saturated oil spots by burning and scraping the excess oils. Then apply a 100% acrylic oil spot primer, which helps the oil areas from bleeding through the fresh sealer. (No Guarantee)	2	40.00	80.00
HOT CRACK FILL service - SealMaster® Crack Master 6690 is a high quality, hot crack filling material, designed for long lasting adhesion and protection. It's the best material for filling cracks of 1/4" or larger. (Not including alligated areas.) The cracks chosen to be repaired during this service are at the discretion of Premier Pavement Solutions. Crack Fill Service includes 1 - 30 lb box of crack fill material. One (1) box covers approximately 150-200 linear feet of 1/2" by 1/2" cracks. Should extra crack fill material be needed to complete the repairs, it will be charged at a \$ 160.00 per box rate.	800	0.85	680.00
SEAL COAT parking area using SealMaster® RTU (Ready to Use) commercial grade seal coat product. PREMIER applies sealer at a rate of 50 gpm at 80 psi for a coverage rate of 70-90 sq. ft per gallon.	71,325	0.1699965	12,125.00
RE-STRIPE existing pavement. Stripes are painted on specified areas of pavement using a high quality, 100% acrylic and federally specified traffic paint at a rate of 1.15 gallons per minute with 15 mils of wet paint thickness. (Minimum Charges apply)	1	4,000.00	4,000.00

** ALL DISCOUNTS ARE INCLUDED **

A 40% deposit is required before work is started.

OPTIONAL

Apply a second coat of sealer add \$ 8,000.00

30 DAY PRICE GUARANTEE with 180-day workmanship guarantee on sealer from peeling.



Total \$17,435.00

ACCEPTANCE OF ESTIMATE** By signing or providing verbal approval of the above prices, specifications and conditions, you are authorizing Premier Pavement Solutions, Inc. to proceed with the services as specified above. **Estimates over \$1000 require a 40% deposit to be paid upon signing this contract. **Payment, in full, is required upon completion of the above services, unless otherwise noted. **Late charges of 2% per 7-day period will apply. **Legal fees and court costs incurred in the collection of monies owed according to this contract will be paid by the customer. **This contract may only be cancelled by Premier Pavement Solutions with a fee of \$25 or 25% of the contract total, whichever is greater.**

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Date _____ Signature _____

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Date _____ Signature _____

This estimate is void 30-days after the date listed above.



Credit, debit or electronic payments are charged a 4% processing fee



5095 Irene Rd. Belvidere, IL. 61008

815•547•5061

belrockinc.com



• Residential / Commercial Asphalt Paving • Sealcoating • Snow Removal

• Asphalt Construction & Maintenance • Demolition • Concrete

Date: Wednesday, May 1, 2024

Proposal # 2024-0889

Submitted To:

Jim Nolan
North Boone School Dist #200
6248 North Boone School Road
Poplar Grove, IL 61065

Contact Information:

Phone: (815) 543-5942
Mobile: (815) 543-5942
E-mail: jnolan@nbcusd.org

Site Description: # S141629

Capron Elem.-S/C Parking Lot
200 N. Wooster St.
Capron, IL 61012

Site Contact:

Site Phone:
Site Email:

Prepared By:

Perry Michaud

Contact Information:

Mobile: (815) 519-0924
Office: (815) 547-5061

E-mail: perry@belrockinc.com

Project Manager:

Mobile:
Email:

Qty	Proposed Service(s) & Description(s)	Depth
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74697 Sq. Ft. Extreme Seal

Service Description

*We will blow off dirt, gravel, and weeds to the best of our ability. We will cover oil and grease spots as needed. We will apply one coat of coal tar emulsion with 2% sand and latex which will meet Federal Specifications R-P-355e and ASTM Specification E 4420-74T. (Also we will be using Tarmax for a quicker dry and longer wear-ability. **Stay off driveway for a minimum of 48 hours after sealer is applied to allow ample dry time. Tire marks are unavoidable, to minimize them avoid sharp/tight turns.***

1 Lump Sum Extreme Striping

Service Description

Stripe paint layout with advanced technology processes. This includes airless paint high pressure paint machines. Paint to be applied will be Sherwin William's high quality street product producing long lasting durability.

Total for both locations
\$32,476.20



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PAYMENT TERMS 0 Down, Balance Net 30

VALIDITY DAYS 30

Project Total \$17,770.16

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Refer to warranty for all maintenance & warrant issues. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Balance of payment for work is expected in-full immediately upon completion of work unless otherwise agreed in advance. In the event of the failure to make payments of any sums due or owing, the undersigned agrees to pay all collection costs incurred as a result of such, including reasonable attorney fees and court costs and does further agree to pay interest on all sums due in the amount of 2% per month, 24% per annum on any outstanding balance. Any action filed by either party regarding the terms and provisions of this Agreement shall be filed in the Seventeenth Judicial Circuit, County of Boone and the State of Illinois.

If the contractor fails to commence or complete work within the contracted time period, the homeowner may cancel and may be entitled to a refund of any down payment or other payments made towards the work upon written demand by certified mail. However, the homeowner must pay the contractor for the work completed.

BelRock Asphalt Paving, Inc. cannot be responsible for damage done to existing asphalt or concrete if job requires equipment to travel over these areas.

By Signing this Proposal I acknowledge:

1.) Acceptance of Proposal 2024-0889- The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

2.) I, the owner, have received from BelRock Asphalt Paving Inc. a copy of the pamphlet entitled "Home Repair: Know Your Consumer Rights." I have also read and understand the attachments "Terms & Conditions" and "How to Care for Your New Asphalt/Concrete Pavement."

Original Copy must be MAILED IN.

Please make checks payable to: BelRock Asphalt Paving Inc. Pavement Consultant Perry Michaud

Accepted Authorized Signature

Date

If proposal not accepted within validity days, then you may be subject to a price increase.



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BelRock Asphalt Paving Inc. Terms & Conditions

BelRock Asphalt Paving Inc will not be responsible for damage to any underground utilities or other hidden conditions if the Owner/Contractor fails to give BelRock Asphalt Paving Inc advance notice of their existence and location. Owner/Contractor agrees to indemnify and hold BelRock Asphalt Paving Inc harmless for any loss, expense or damage resulting from, arising out of, or in any way related to such condition.

This proposal includes 1 mobilization(s) onto the job for each phase of the work (i.e. Grading, paving, etc.). IF BelRock Asphalt Paving Inc is required to mobilize more than 1 time(s) per job phase due to the acts or omissions of Owner/Contractor, the charge for such additional mobilizations shall be \$1,500.00 per mobilization.

Prior to the commencement of the Work, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the Work. If BelRock Asphalt Paving Inc is directed to commence Work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to BelRock Asphalt Paving Inc commencing any of the Work before any others have completed their work.

In order to meet any agreed upon completion date, BelRock Asphalt Paving Inc must receive a 10-day advance notice to proceed plus the total number of working days required to complete the work under normal conditions.

Any changed condition of the job specifications involving extra costs will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay BelRock Asphalt Paving Inc an extra charge over and above the contract price for performance of the requested change order.

Prior to BelRock Asphalt Paving Inc beginning Work under this agreement, Owner/Contractor shall provide evidence to BelRock Asphalt Paving Inc that Owner/Contractor has made financial arrangements acceptable to BelRock Asphalt Paving Inc to fulfill its obligations under this agreement.

Owner/Contractor shall provide BelRock Asphalt Paving Inc. with a signed copy of BelRock Asphalt Paving Inc's credit application once this proposal is accepted. The credit application must be completely filled out. All information gathered in the credit process will be kept in strict confidence.

Owner/Contractor shall provide BelRock Asphalt Paving Inc with a legal description, project address and count of work prior to agreement and processing of contract documents. This information has the sole purpose for use in the event of necessary collection measures and processing of lien documentation.

If any other agreement is entered between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.

BelRock Asphalt Paving Inc reserves the right to refuse to construct a pavement unless minimum grades of 1% are attainable for surface drainage. If Owner/Contractor directs construction with less than a minimum grade of 1%, it is understood that water ponding may occur and that no warranty attaches to the Work as to satisfactory surface drainage. BelRock Asphalt Paving Inc is not responsible for the redesigning of plan grades to establish a minimum of 1% drainage.

No materials will be placed on a wet, unstable, or frozen sub grade. A suitable sub grade shall be furnished to BelRock Asphalt Paving Inc as a condition precedent to any performance of any Work required under this agreement. All sub grade must be rough graded by Owner/Contractor to within +/- 0.10.

When resurfacing concrete, brick or asphalt pavements BelRock Asphalt Paving Inc is not responsible for the reproduction of cracks or expansion joints which may occur.

If during the course of construction activities, BelRock Asphalt Paving Inc is required to travel across existing concrete or asphalt pavements, BelRock Asphalt Paving Inc is not liable for damage done with trucks delivering or removing materials or equipment to or from the project location to the existing pavements.

Owner/Contractor, at its sole expense, shall comply and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders or regulations of any governmental body having jurisdiction over the site, the Work, or the Owner/Contractor shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same.

If any amount due under this contract is not paid when due, referred to any attorney for collection (whether or not litigation is commenced), or if any legal advice, services or actions shall be necessary, Owner/Contractor agrees to pay for all attorney's fees, costs and expenses incurred by BelRock Asphalt Paving Inc in connection with collection that month. Any legal action with respect to this Proposal shall be brought in the Circuit court of Boone County, Illinois and the parties agree to submit to venue in Boone County, Illinois.

BelRock Asphalt Paving Inc proposes to furnish material and labor – complete in accordance with above specifications and prices. BelRock Asphalt Paving Inc is entitled to final payment upon substantial completion of the Work required herein. Terms of payment shall be net 30 days from date of invoice. A 1.5% per month service charge shall be charged for all outstanding balances.

If for any reason beyond BelRock Asphalt Paving Inc's control, the Work cannot be completed by scheduled completion date, BelRock Asphalt Paving Inc reserves the right to adjust the terms of this agreement.

Prior to commencement of work, BelRock Asphalt Paving Inc project management staff will communicate with owner's agent or management and agree to project schedule for each phase. This will include joint project communication with respect to safety, traffic control, anticipated schedule, pre-construction meetings via direct contact, phone communication and written documentation.

Prior to acceptance of working agreement, due to rising material costs, any additional increase in material pricing between date of proposal and the starting date of construction is subject to an escalation clause. This escalation clause obligates the owner/general contractor to pay for any cost increases including taxes and 10% markup on material.

Acceptance: _____



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• Residential / Commercial Asphalt Paving • Sealcoating • Snow Removal

• Asphalt Construction & Maintenance • Demolition • Concrete

Date: Wednesday, May 1, 2024

Proposal # 2024-0890

Submitted To: Jim Nolan, North Boone School Dist #200, 6248 North Boone School Road, Poplar Grove, IL 61065. Contact Information: Phone: (815) 543-5942, Mobile: (815) 543-5942, E-mail: jnolan@nbcusd.org

Site Description: # S141630, North Boone Bus Barn-S/C PL, 6248 North Boone School Rd., Poplar Grove, IL 61065. Site Contact: Site Phone: Site Email:

Prepared By: Perry Michaud. Contact Information: Mobile: (815) 519-0924, Office: (815) 547-5061, E-mail: perry@belrockinc.com. Project Manager: Mobile: Email:

Table with 3 columns: Qty, Proposed Service(s) & Description(s), Depth. Includes items like Extreme Seal, Hot Crackfilling, and Extreme Striping with detailed service descriptions.



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PAYMENT TERMS 0 Down, Balance Net 30

VALIDITY DAYS 30

Project Total \$14,706.04

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Refer to warranty for all maintenance & warrant issues. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Balance of payment for work is expected in-full immediately upon completion of work unless otherwise agreed in advance. In the event of the failure to make payments of any sums due or owing, the undersigned agrees to pay all collection costs incurred as a result of such, including reasonable attorney fees and court costs and does further agree to pay interest on all sums due in the amount of 2% per month, 24% per annum on any outstanding balance. Any action filed by either party regarding the terms and provisions of this Agreement shall be filed in the Seventeenth Judicial Circuit, County of Boone and the State of Illinois.

If the contractor fails to commence or complete work within the contracted time period, the homeowner may cancel and may be entitled to a refund of any down payment or other payments made towards the work upon written demand by certified mail. However, the homeowner must pay the contractor for the work completed.

BelRock Asphalt Paving, Inc. cannot be responsible for damage done to existing asphalt or concrete if job requires equipment to travel over these areas.

By Signing this Proposal I acknowledge:

1.) Acceptance of Proposal 2024-0890- The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

2.) I, the owner, have received from BelRock Asphalt Paving Inc. a copy of the pamphlet entitled "Home Repair: Know Your Consumer Rights." I have also read and understand the attachments "Terms & Conditions" and "How to Care for Your New Asphalt/Concrete Pavement."

Original Copy must be MAILED IN.

Please make checks payable to: BelRock Asphalt Paving Inc. Pavement Consultant Perry Michaud

Accepted Authorized Signature

Date

If proposal not accepted within validity days, then you may be subject to a price increase.



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• Residential / Commercial Asphalt Paving • Sealcoating • Snow Removal

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BelRock Asphalt Paving Inc. Terms & Conditions

BelRock Asphalt Paving Inc will not be responsible for damage to any underground utilities or other hidden conditions if the Owner/Contractor fails to give BelRock Asphalt Paving Inc advance notice of their existence and location. Owner/Contractor agrees to indemnify and hold BelRock Asphalt Paving Inc harmless for any loss, expense or damage resulting from, arising out of, or in any way related to such condition.

This proposal includes 1 mobilization(s) onto the job for each phase of the work (i.e. Grading, paving, etc.). IF BelRock Asphalt Paving Inc is required to mobilize more than 1 time(s) per job phase due to the acts or omissions of Owner/Contractor, the charge for such additional mobilizations shall be \$1,500.00 per mobilization.

Prior to the commencement of the Work, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the Work. If BelRock Asphalt Paving Inc is directed to commence Work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to BelRock Asphalt Paving Inc commencing any of the Work before any others have completed their work.

In order to meet any agreed upon completion date, BelRock Asphalt Paving Inc must receive a 10-day advance notice to proceed plus the total number of working days required to complete the work under normal conditions.

Any changed condition of the job specifications involving extra costs will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay BelRock Asphalt Paving Inc an extra charge over and above the contract price for performance of the requested change order.

Prior to BelRock Asphalt Paving Inc beginning Work under this agreement, Owner/Contractor shall provide evidence to BelRock Asphalt Paving Inc that Owner/Contractor has made financial arrangements acceptable to BelRock Asphalt Paving Inc to fulfill its obligations under this agreement.

Owner/Contractor shall provide BelRock Asphalt Paving Inc. with a signed copy of BelRock Asphalt Paving Inc's credit application once this proposal is accepted. The credit application must be completely filled out. All information gathered in the credit process will be kept in strict confidence.

Owner/Contractor shall provide BelRock Asphalt Paving Inc with a legal description, project address and count of work prior to agreement and processing of contract documents. This information has the sole purpose for use in the event of necessary collection measures and processing of lien documentation.

If any other agreement is entered between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.

BelRock Asphalt Paving Inc reserves the right to refuse to construct a pavement unless minimum grades of 1% are attainable for surface drainage. If Owner/Contractor directs construction with less than a minimum grade of 1%, it is understood that water ponding may occur and that no warranty attaches to the Work as to satisfactory surface drainage. BelRock Asphalt Paving Inc is not responsible for the redesigning of plan grades to establish a minimum of 1% drainage.

No materials will be placed on a wet, unstable, or frozen sub grade. A suitable sub grade shall be furnished to BelRock Asphalt Paving Inc as a condition precedent to any performance of any Work required under this agreement. All sub grade must be rough graded by Owner/Contractor to within +/- 0.10.

When resurfacing concrete, brick or asphalt pavements BelRock Asphalt Paving Inc is not responsible for the reproduction of cracks or expansion joints which may occur.

If during the course of construction activities, BelRock Asphalt Paving Inc is required to travel across existing concrete or asphalt pavements, BelRock Asphalt Paving Inc is not liable for damage done with trucks delivering or removing materials or equipment to or from the project location to the existing pavements.

Owner/Contractor, at its sole expense, shall comply and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders or regulations of any governmental body having jurisdiction over the site, the Work, or the Owner/Contractor shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same.

If any amount due under this contract is not paid when due, referred to any attorney for collection (whether or not litigation is commenced), or if any legal advice, services or actions shall be necessary, Owner/Contractor agrees to pay for all attorney's fees, costs and expenses incurred by BelRock Asphalt Paving Inc in connection with collection that month. Any legal action with respect to this Proposal shall be brought in the Circuit court of Boone County, Illinois and the parties agree to submit to venue in Boone County, Illinois.

BelRock Asphalt Paving Inc proposes to furnish material and labor – complete in accordance with above specifications and prices. BelRock Asphalt Paving Inc is entitled to final payment upon substantial completion of the Work required herein. Terms of payment shall be net 30 days from date of invoice. A 1.5% per month service charge shall be charged for all outstanding balances.

If for any reason beyond BelRock Asphalt Paving Inc's control, the Work cannot be completed by scheduled completion date, BelRock Asphalt Paving Inc reserves the right to adjust the terms of this agreement.

Prior to commencement of work, BelRock Asphalt Paving Inc project management staff will communicate with owner's agent or management and agree to project schedule for each phase. This will include joint project communication with respect to safety, traffic control, anticipated schedule, pre-construction meetings via direct contact, phone communication and written documentation.

Prior to acceptance of working agreement, due to rising material costs, any additional increase in material pricing between date of proposal and the starting date of construction is subject to an escalation clause. This escalation clause obligates the owner/general contractor to pay for any cost increases including taxes and 10% markup on material.

Acceptance: _____