

McClain Road Extension
152910 - Engineer's Estimate
CONSTRUCTION COST ESTIMATE

2/10/2017

Itemized Pricing

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Engineering/Surveying	1	LS	\$25,300.00	\$25,300.00
2	Mobilization & Demobilization	1	LS	\$8,000.00	\$8,000.00
3	Construction Staking	1	LS	\$8,000.00	\$8,000.00
4	Excavation	1000	CY	\$6.00	\$6,000.00
5	Erosion Control	1	LS	\$7,500.00	\$7,500.00
	Asphalt Drive & Cul-de-sac				
6	1" HMA Surface Type B, 9.5mm	130	TONS	\$100.00	\$13,000.00
7	2" HMA Binder Type B, 19mm	250	TONS	\$90.00	\$22,500.00
8	4" HMA Base Type B, 19mm	490	TONS	\$75.00	\$36,750.00
9	8" Aggregate Base Compacted #53 stone (2 lifts)	910	TONS	\$20.00	\$18,200.00
	2' Concrete Roll Curb				
10	Concrete Curb	1065	LFT	\$25.00	\$26,625.00
	Storm Sewer				
11	Underdrain, 6"	110	LFT	\$8.00	\$880.00
12	12" RCP	64	LFT	\$34.00	\$2,176.00
13	15" RCP	158	LFT	\$37.00	\$5,846.00
14	18" RCP	285	LFT	\$40.00	\$11,400.00
15	Standard Manhole	2	EA	\$3,000.00	\$6,000.00
16	Manhole with Model 24R Snout	1	EA	\$5,000.00	\$5,000.00
17	Curb Inlet	4	EA	\$2,000.00	\$8,000.00
18	18" Concrete End Section	1	EA	\$1,000.00	\$1,000.00

Banning Engineering, P.C. created this Engineer's Estimate. The purpose of this document is to give the Owner an estimated cost of construction. The prices presented in this estimate are from previous Banning Engineering projects or other sources and may not be representative of a current construction bid.

SUB TOTAL	\$212,177.00
Contingencies 15%	\$31,826.55
TOTAL	\$244,003.55

BANNING



Milestone Contractors, L.P.
 3410 S. 650 E. / P.O. Box 3004
 Columbus, IN 47203 / 47202
 Phone: (812) 579-5248
 Fax: (812) 579-4284
 Watts: (800) 854-1830

PROPOSAL

(Contract When Accepted)

Date: Feb. 16, 2017

To: Overton Industries
 2155 McClain Drive
 Franklin, IN 46131
 Attn: Steve Overton

Project: McClain Road Extension
 Franklin, IN 46131

Estimate # C15120

We propose to furnish only the material(s), labor, equipment and/or services (collectively "Work") for the above Project at the Price(s) and in accordance with terms stated below. We may, without notice, deem this Proposal to have been withdrawn if not accepted within 14 days following the date hereof. Upon timely acceptance, this Proposal shall become a binding contract. Our obligations concerning the Work will, in all cases, be subject to our initial and ongoing credit approvals.

We propose to perform the following of items of work per plans prepared by Banning Engineering with the attached conditions and clarifications.

- Perform clearing operations as needed to construct the new road extension and storm sewer systems. All cleared vegetation will be remove from the site.
- Install erosion control measures.
- Perform mass earthwork to meet proposed grades and contours.
- install new storm sewer system, including manholes, inlets, casting, concrete pipe, pipe end sections, and subsurface drainage.
- install new concrete curbs
- install new pavement consisting of 8" stone base and 7" of asphalt.
- Finish grade site and install mulched seeding over all disturbed areas.

All of the above notes work for a total lump sum price of \$179,880.00

See Conditions and Clarifications on next page

Terms and conditions include those on reverse side and/or continuation sheet(s)

SUBMITTED as of the Date stated above on behalf of Milestone Contractors, L.P.

By: _____

Phillip L. Tapp

Title: Senior Estimator
 (812) 579-5316

CUSTOMER ACCEPTANCE: This Proposal including description(s) of Work and all other terms and conditions herein stated, are hereby accepted and authorization is hereby given to commence the Work accordingly.

Signature

Title

Date

Conditions and Clarifications / Special Provisions

1. Our price includes Indiana State Sales Tax.
2. Our calculations indicate that this project will generate excess dirt. Our bid is based on disposing of this excess dirt on site at the location depicted on plan sheet C400. Dirt will be placed in a neat stockpile, protected by silt fence, and seeded upon completion.
3. Our price is based on performing the work under dry conditions and suitable weather.
4. Soft, yielding, or otherwise unsuitable subgrades, if found, will be brought to the Owner's or Engineer's attention. Any work required to remedy unsuitable subgrades will be considered as extra work.
5. Our price does not include:
 - a) Permits, testing or inspection fees;
 - b) Bonds; such as performance bonds, maintenance bonds, warranty bonds, etc.
 - c) Fees or assessment of any type;
6. Our price is based on plans and specifications prepared by Banning Engineering, undated, with the conditions herein.
7. Our price includes 1 mobilization. Entire site to be made available to us at one time.
8. Our price is based on no retainage being withheld.
9. If Milestone is directed to install any item of work not within specifications, a standard waiver of warranty will need to be signed.
10. We shall be provided with suitable access to our work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such other work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single-shift operation on a Monday thru Friday. (Holidays excluded)
11. Any stone base that may be lost due to construction traffic of others will be repaired at a negotiated additional price.
12. If additional materials, including bituminous material is required due to faulty/unsuitable subgrade or subbase, billing will be based on actual material used.
13. Additional stone base, if required, to insure proper drainage and stabilize existing subbase will be furnished, delivered and spread complete in place @ \$20.00/ton
14. We cannot guarantee proper pavement drainage on slopes less than one percent.
15. **Milestone Contractors, L.P. Proposal (Contract) is to be included as an attachment to any Contract or Subcontract entered into with the Prime Contractor or Owner.**

General Terms and Conditions

These terms shall supersede any different terms stated in any other documents that have been or may hereafter be issued or executed for the above Project or Work. Customer's acceptance of this Proposal may occur by signature below, or by any act or expression manifesting Customer's intention to proceed hereunder, including but not limited to Customer's approval, directive or authorization for us to commence Work. We shall not be bound by any additional or different terms stated by Customer in any prior or future expression concerning the Project, or by any modifications or additions to terms stated herein, unless separately agreed to by us in writing.

1. Customer shall (a) not cause, create or allow others to cause or create any conflict, delay or hindrance in our performance of Work; (b) provide and expedite responses to submittals and inquiries, and provide sufficient and timely information, permits and approvals; (c) assure access to and make all provisions for our entry upon lands, including easements and rights of way; (d) assure and guarantee that products of our Work remain free of damage, deterioration or other adverse or detrimental conditions due to deficiencies or inadequacies in design, inspections or other work undertaken by or for Customer or others; (e) take such other action and manage the Project in other respects to enable us to perform Work in an uninterrupted, expedited and single-shift operation; and (f) indemnify us and hold us harmless as to any losses, costs and damages arising from third party claims and caused in whole or part by the Customer or others for whose acts Customer is responsible.
2. We shall not be held responsible for or otherwise become obligated with respect to any of the following:
 - a) Conforming to any original or updated scheduling that has not been expressly approved by us beforehand in writing;
 - b) Delays, hindrances or other adverse and unavoidable conditions and circumstances (including adverse weather) not exclusively caused by us and within our control, or which render our performance impossible, impracticable or unduly burdensome or costly;
 - c) Damages to or conflicts with utilities or other physical structures or conditions (or the removal or relocation thereof), the existence or location of which were omitted or misstated by plans, surveys, reports, markings or other information relied upon by us in the course of planning or executing Work;
 - d) Providing any services, labor, materials or equipment that is not specifically included in the description of Work contained in this Proposal or duly signed change order or other written modification of these terms; provided, we may elect to perform additional or extra work or services pursuant to any request or directive from Customer without mutual written agreement specifying the basis for payment for same, and in such case we will be compensated based on our standard rates and charges in effect when such work or services are rendered, and we shall also be entitled to an appropriate scheduling extension if and as needed.
 - e) Errors, inconsistencies or deviations shown by or inherent in plans, drawings, surveys or other information furnished to us by Customer or others and relied upon by us in performance of the Work;
 - f) Utilizing means, methods, techniques or procedures which would result in added costs, delays, inefficiencies or other unplanned adverse impacts upon our Work;
 - g) Performing any Work in an area affected by asbestos, polychlorinated biphenyl (PCB) or other hazardous material or toxic condition or substance (as those terms are defined by law or common trade practices) which has not been rendered harmless;
 - h) Damage to or deterioration or diminished performance characteristics of our Work or other property resulting from any cause or condition beyond our exclusive and direct control, including, but not limited to those caused by (i) failures, discrepancies, deficiencies or other inadequacies in construction performed or undertaken by Customer or others, whether or not the existence of such failure or inadequacy was known or discoverable by us at or prior to the time our Work was undertaken by us, and (ii) deferral or postponement of any part of the Work due to weather or seasonal conditions, or for Customer's convenience.
 - i) Any special, incidental, consequential or liquidated damages.
3. If we encounter any condition or circumstance in performing Work that differs materially from that described herein or indicated in applicable plans or specifications or other Project information that has been provided to us as of this date, or is not of the type generally encountered in performing the type and nature

of Work described herein, then we shall be entitled to an equitable adjustment in price and/or allotted time for performance of the Work. If Work is delayed or accelerated for any reason beyond our control, compensation shall be equitably adjusted and time for performance shall be extended to account for such delay or acceleration.

4. Subject to conditions and limitations stated elsewhere in this Proposal, our Work will be of good quality in accordance with generally accepted trade standards and free from material defects not inherent in the quality specified or permitted to be performed or installed. Such warranty excludes any remedy for damage or defect caused by or resulting from abuse, modifications not executed by Subcontractor, errors or deficiencies inherent in the selection of products, methods or procedures specified or permitted by the Subcontract Documents, improper or insufficient maintenance, improper operations, or normal wear and tear under normal usage, or inadequacies caused or aggravated by deficient work or inspections performed by others. This warranty shall be in force for a limited period of one (1) year following the last day when significant construction activities for the affected Work were last performed by us, or one (1) year after substantial completion of the entire Work, whichever occurs first. This warranty shall be in lieu of any other express or implied warranty in respect of the Work. No claim arising from any actual or alleged defects or deficiencies in our Work shall be valid unless (i) we substantially neglect or refuse to address the circumstance(s) giving rise thereto within fourteen (14) days after receipt of written notice from Customer describing the defect or deficiency and requesting correction of same, and (ii) expiration of seven days (7) following our receipt of an additional written notice from Customer stating the claim or other action intended to be taken by Customer. Failure of Contractor or any other party to give such notices to us shall conclusively be deemed a release and waiver of any claim in respect of any actual or alleged defect, deficiency or other inadequacy in our Work.
5. Except as otherwise specifically provided herein, Customer shall make payments for Work based upon monthly invoices for Work rendered and within thirty (30) days following receipt of invoice. Failure to provide written notice objecting to any invoiced charges within ten (10) days following receipt of invoice shall be deemed an acceptance and approval of same. No retainage shall be withheld from any interim or final payment. Past due payments shall bear interest at the rate of two percent (2%) per month. Customer's obligation to make payment shall not be conditioned upon Customer's receipt of payment from any third party.
6. We may cease performing work and terminate further contractual obligations concerning our Work upon (i) any substantial failure of the Customer to perform in accordance with the terms hereof, or (ii) nonpayment of amounts remaining unpaid for 10 days or longer after such amounts first become due. In such case, we shall be entitled to payment for all Work executed and for all loss and damages pertaining to Work remaining to be performed, including reasonable allowances for overhead and profit.
7. Any controversy or claim arising out of or related to this Proposal or rendering of Work shall, at our sole discretion, be settled by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Such arbitration, if implemented, shall not impair any mechanics' lien or bond claim rights or similar remedies. We shall not be bound by any award, judgment or other form of decision or adjudication in connection with any claim or dispute in any proceeding in which we are not lawfully joined as a party.
8. In any action, claim or defense asserted by us to enforce any obligation of Customer hereunder, including but not limited to payment obligation(s), we shall be entitled to recover attorney fees and other expenses of arbitration or litigation.



9790 OLD STATE ROAD 37 NORTH
P.O. BOX 1432
MARTINSVILLE, IN. 46151

PHONE (317) 422-5356
FAX (317) 422-5296

February 17, 2017

Overton Industries
2155 McLain Dr.
Franklin IN 46131

Attn: Steve Overton

Phone: 317-736-7700
Email: steve@overtonind.com

RE: McClain Road Extension

We are pleased to submit the following scope of work and price for the above referenced project. Wallace Construction will furnish all tools, labor, material, and equipment to perform the work listed below.

Scope. Area 2,333 square yards

1. Excavate area and haul away spoil to the south end of property.
2. Fine grade and compact area.
3. Furnish and install storm sewer system.
4. Furnish and install concrete curbs.
5. Furnish and install 8 inches of compacted #53 stone.
6. Furnish and install 4 inches of #19mm base.
7. Furnish and install 2 inches of 19mm binder.
8. Furnish and install 1 inch of 9.5mm top.
9. Fine grade and seed disturbed areas.

Total Price: \$186,989.00

Note: All work is to be installed according to plans received to date. Drawings are marked not for construction.

Note:

- This proposal may be withdrawn by us if not accepted within 30 days.
- Escalation, De escalation will apply to this proposal-contract.
- We cannot guarantee prices 30 days beyond the date of this proposal-contract with out proper execution in this time frame.
- Price excludes construction, testing, bonds, or permits.
- Price excludes maintenance of traffic other than flagman for our work only.
- Price excludes state sales tax.
- Price for work to be completed in the year 2017 construction season.
- Acceptance of Proposal-Contract and General Conditions are included on page 2 of this Proposal-Contract.



Proposal-Contract

Page 2

Overton Industries

January 11, 2017

Respectfully,

Wallace Construction Inc.

Dave Bradford

Sales Manager

Cell 317-557-4239

ACCEPTANCE OF PROPOSAL --- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorizing Wallace Construction Inc. to proceed with the work as specified. You agree that payment will be made as stated in the general conditions.

Authorized Signature: _____ Date of acceptance: _____

General Conditions

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is responsible for fire, tornado and other necessary insurances. Workman's Compensation Insurance covers our employees