



Date: Thursday, May 4, 2017

Proposal # 2017-0532

Submitted To: David Fernkopf, Santa Fe Trail School District, 202 W 7th Street, Overbrook, KS 66524. Contact Information: Phone: (785) 665-7135, Mobile: E-mail: dfernkopf@usd434.us

Site Description: # S122173, Overbrook School, 202 W 7th Street, Overbrook, KS 66524

Site Contact: Site Phone: Site Email:

Prepared By: Nick Palmer. Contact Information: Mobile: 816-783-7151, Office: (816) 924-7800, E-mail: nickp@paradiseasphalt.com. Project Manager: Mobile: Email:

Table with 2 columns: Qty, Proposed Solution. Rows include Full-Surface Mill, Asphalt Overlay, and Striping with detailed descriptions of work to be performed.

**PAYMENT TERMS** 30% Down, Balance "Upon Completion"

Project Total: **\$53,705.00**

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This proposal may be withdrawn at our option if not accepted within **30** days of May 4, 2017

Pavement Consultant Nick Palmer

Accepted Authorized Signature

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**ADDITIONAL TERMS AND EXCLUSIONS:**

1. Expiration of this Proposal - The offer to perform the work for the price and terms set forth in this Proposal and Contract is valid for thirty (30) days and may be contingent upon a satisfactory credit report. Proposals and Contracts accepted by the Owner and not performed, at the Owner's request, within ninety (90) days of acceptance, may be subject to price changes, by means of a change order, to cover fluctuations in material and/or other contract costs.
2. Permits and Fees - This quotation excludes any permits, fees, bonds, engineering, soils or compaction testing, inspections and off haul of hazardous materials.
3. Limitations - The parties agree that Paradise Asphalt is not responsible for, and may not be held liable for, any loss, expenses, delays, or consequential damages resulting from natural disasters, inclement weather, strikes, lockouts, boycotts, material shortages, material stolen from the work site, national emergency, civil unrest, or other factors and causes reasonably beyond the control of Paradise Asphalt.
4. Access to Area of Work - The party accepting this proposal agrees to ensure that the area of work is free of vehicles, garbage bins, storage bins or other blocking items, or irrigation water which would prevent the work called for in this Agreement. Should Paradise Asphalt be prevented from commencing work because of vehicles, garbage bins, storage bins or other blocking items, or a wet or damp surface caused by sprinklers, landscape runoff or other customer related activity, the accepting party agrees to pay Paradise Asphalt the sum of \$2,500.00, which the parties agree is a fair and reasonable calculation of Paradise Asphalt's costs for coming to the work site.
5. Additional Cost for Certain Conditions - If Paradise Asphalt encounters subsoil or base that is unstable or saturated with water, pavement depth greater than specified, presence of fabric interlayer, or excessive sand or debris from snow removal or other activities, additional charges may apply in order to continue with the contracted work. The additional cost of such work will be based on Paradise Asphalt's incurred costs. If a rock base is required, it will be charged at a rate of \$80.00/ton.
6. Incidental Damage - The extent or nature of underlying conditions that lead to pavement failures may not be fully comprehensible, and therefore may exist beyond the areas contracted for repair. Traveling to the repair areas, or working adjacent to them, may result in incidental damage beyond the agreed scope of work, and repairing this incidental damage is not covered under this contract, nor the responsibility of Paradise Asphalt Maintenance.
7. Earth Movement - Due to earth movement and/or hillside slipping conditions, cracks may appear in the new pavement section which is no reflection on the quality of workmanship. Paradise Asphalt is not responsible for cracking in the pavement due to these conditions.
8. Undisclosed Utility Lines, Etc. - The parties agree that Paradise Asphalt is not responsible for any expense, loss, or repair costs resulting from damage to or relocation of underground utility lines, pipes, irrigation lines, or any other structure, which is not shown on plans or clearly marked out by owner.
9. Drainage and Slope - Paradise Asphalt is not responsible for birdbaths or puddles that appear in the new asphalt surface unless they exceed 1/4" in depth; all drainage to conform to existing unless otherwise noted.
10. Cleaning Expenses - The Owner understands that the work called for in this agreement is a messy process. The parties agree that Paradise Asphalt is not responsible for cleaning, repairing, or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than Paradise Asphalt employees.
11. Deposits - All projects in excess of \$20,000.00 (Twenty Thousand and no/100 Dollars) require a 30% deposit prior to commencement of work.
12. Failure to Make Timely Payments - Full payment on invoices is due thirty (30) days after completion of each item. Unpaid balances may accrue interest at the rate of one and one-half percent (1.5%) per month until paid.
13. Complete Agreement - This Agreement comprises the entire agreement and understanding between the parties. Any changes or modifications to this Agreement must be in writing and signed by both parties.
14. Arbitration of Disputes and Payment of Attorneys' Fees and Costs - All disputes related to this Agreement shall be submitted to binding arbitration under the rules of the American Arbitration Association. One arbitrator shall be used in the arbitration process. The prevailing party in such arbitration, or in any other legal action related to this contract, shall recover all costs, expenses, and attorneys' fees from the non-prevailing party.
15. Ambiguities - This Agreement is not a "standard form contract." Each party has participated in the negotiations leading to this document. Any presumption that an ambiguity in this Agreement should be construed against the drafting party is hereby waived. These "additional terms" supersede any conflicting terms in any other documentation.
16. Subcontract and Assignment - All, or portions of, the work described herein may require subcontracted services to complete. Paradise Asphalt reserves the right to assign all, or portions of, this contract as necessary in order to meet the obligations of this agreement.
17. Warranty - One-year warranty on materials and workmanship.

Customer Initial \_\_\_\_\_ Date \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Paradise Asphalt Maintenance, LLC</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>S</b> Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) <b>P.O. Box 300527</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>Kansas City, MO 64130</b>		
	7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
			-		-				
OR									
Employer identification number									
1	1	-	3	8	3	1	8	1	3

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
  - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
  - I am a U.S. citizen or other U.S. person (defined below); and
  - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Erin L. Bounty</i>	Date ▶ 1/3/17
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

- An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
- Form 1099-INT (interest earned or paid)
  - Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
  - Certify that you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.