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Budget Proposal

Company Name: Lake Owasso Residential-Ramsey County
Billing Address: 210 Owasso Blvd N
Shoreview, MN 55126
Contact Person: Bill Berger

Date: November 1, 2022

Phone: 651-332-0433
Project Address: 210 Owasso Blvd N-Shoreview

Email: william.berger@ramsey.mn.us

We hereby submit specifications and quotations for the following:

Description of Work to be Performed	Unit	Qty.	Price	INT
Overlay (2" Complete Mill & Overlay): (Complete mill) asphalt surface to promote water flow and provide tie ins. Patch and clean the asphalt surface. Apply CQS1H tack material at a rate of .05 gallons per S.Y. Pave an after compaction asphalt mat (Depth specified above).	S.Y.	5,885		
Striping Re-stripe as per existing layout. Curb lines, light poles, bollards, etc. are not included unless otherwise specified.	L.S.	1		

Exclusions: Bonds, permits, fees, surveying, engineering, testing, rail road insurance, special insurance, site specific training for employees, landscaping, irrigation, watering of sod, soil corrections, dewatering, traffic control, utility or structural sheeting, shoring, underpinning, buried debris, rock excavation, class V base materials, drain tile, footing insulation or waterproofing, separation fabrics, vapor barriers, drainage layers, hazardous materials, removal of contaminated soils, haul road construction, erosion control, site restoration, gas, mechanical, or electrical excavation, site fencing, locating private utilities, private utility repairs, winter or cold weather conditions, night or weekend work, winter conditions.

Note: See Allied Inc. Warranty Terms, Qualifications, and Construction Specifications.

Note: Contracted prices are subject to re-pricing if the WTI oil pricing exceeds \$125/Barrel at time of delivery

We propose to furnish material and labor, complete in accordance with the above specifications, for the total lump sum of:

TOTAL ALL:	\$113,027.00
ADD 1% Bonding if Necessary	

Payment terms are net 30 days. Payment terms for chip seal applications are 90% due net 30 days, balance due upon completion of sweeping.

Note: This proposal may be withdrawn if not accepted within 15 days. Any alteration or deviation from the 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, weather or other delays beyond our control.
Allied Inc. to carry proper insurance including Workers Compensation.

Authorized Signature: _____

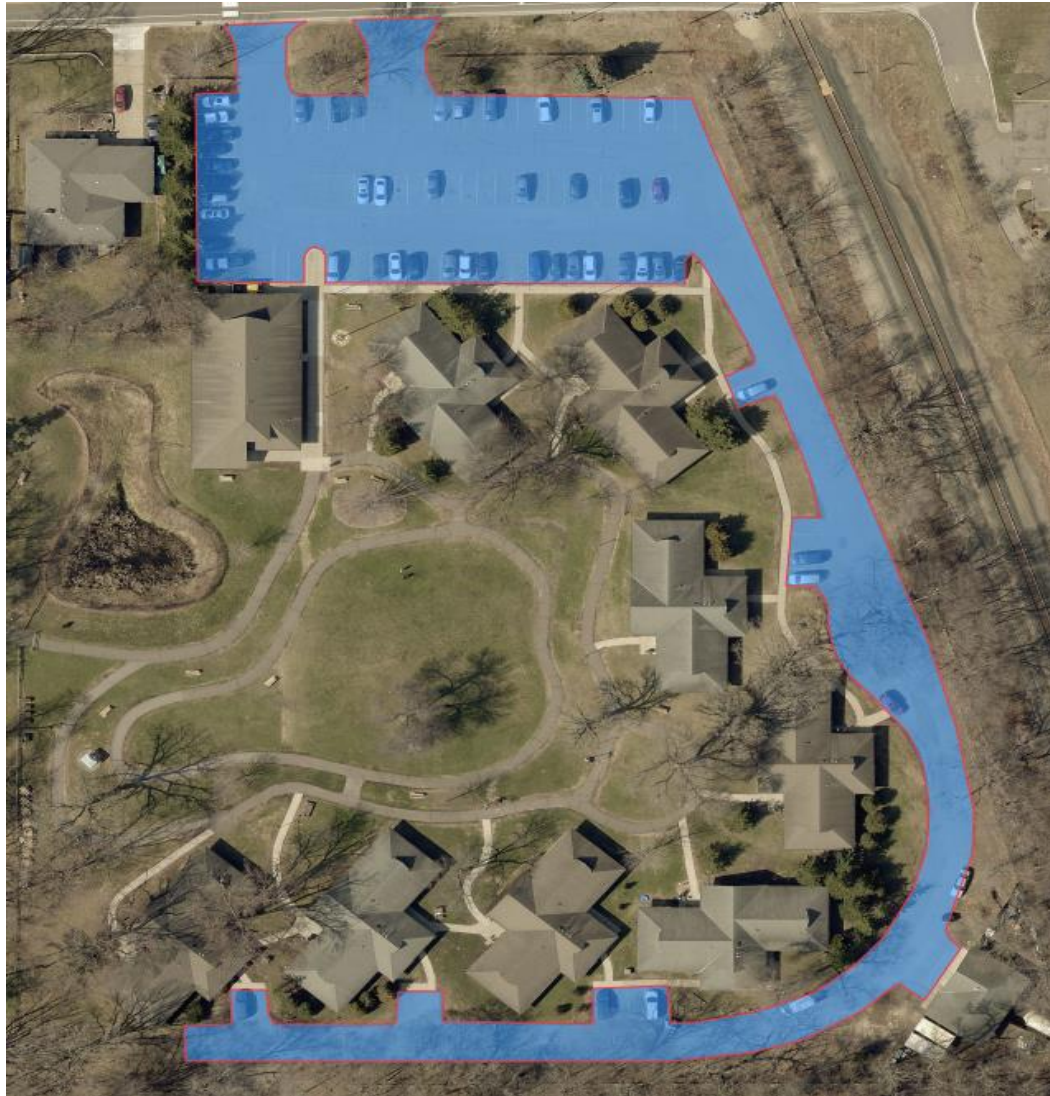
Dave Burke

Dave Burke

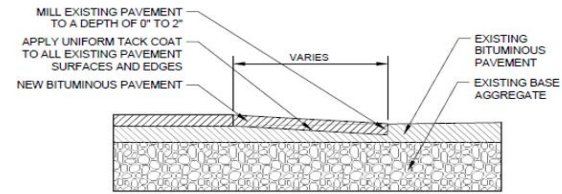
Acceptance of Proposal: The above prices, specifications, conditions, and attached warranty qualifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____



Some asphalt millings to be utilized on site.



PAVEMENT MILLING DETAIL
NOT TO SCALE

2" Complete Mill & Overlay
Total S.Y. 6,055

Re-Stripe Lot

*Allied
Inc.*

210 Owasso Blvd N
Shoreview, MN

By: Dave Burque-651-248-5180
Dave@alliedincmn.com

RAMSEY COUNTY

General Qualifications

Allied Inc. offers a one year guarantee on workmanship and materials on all scopes of work listed below, unless clarified. Please confirm scope of work detailed on site plan to assure accuracy. Allied Inc. will contact customer prior to construction. Work will be done in a continuous fashion to minimize (but not eliminate) customer inconvenience. Allied Inc. encourages an on-site pre construction meeting if traffic and staging issues are a concern. Allied Inc. is not responsible for locating, repairing or replacing the following: Private utilities, Parking lot lights, sprinkler head, sprinkler lines, other non-located items in the construction area. Allied Inc. is not liable for asphalt areas broken by equipment during construction process. Any deviation from original approved scope of work will only be completed with customer approval (written change order). Prior to the start of work, any obstructions in the construction area shall be removed by owner. Any delays may result in additional charges. Construction outside of this contract resulting in damage to project area will not be covered under Allied warranty.

Catch Basin Warranty Information and Qualifications:

While Allied Inc. makes every effort to provide firm pricing on all our projects it is impossible to do so on catch basin reconstructs in that the repair work is under ground and cannot be specifically identified with a surface inspection. No work beyond time and materials pricing will proceed without verification and approval by the owner. Allied Inc. Company will call for locates in advance of construction.

Chip Seal Warranty Information and Qualifications:

Qualifications: The one year guarantee does not include uneven wearing patterns in drive lanes, high traffic areas, exposed aggregate asphalt surfaces, and plow scraping. Excessive silt/dirt areas that are not able to be cleaned by reasonable means, may not adhere properly and result in premature wearing. Heavily shaded areas (ie. overhanging trees, tall buildings, etc.) may not properly cure. Low areas on the existing asphalt surface that hold water will reduce the life expectancy of the seal. Seal coats generally do not adhere well to epoxy striping materials. The Spring following a chip seal application, after the snow has melted, may reveal loosened aggregate in grass or areas where snow has been piled. This is typical of a chip seal application, and a second sweep in the spring should be considered at an additional charge (sweeping does not include landscape areas). Weeds and vegetation removal shall be done by owner at least 1 week prior to construction. Any areas not accessible to chip seal rollers will not be warrantied, and are excluded from the project unless otherwise noted.

Specifications: All chip seals experience oil bleeding and aggregate tracking. The pick-up sweep of excess aggregate is generally done 4 to 8 weeks after application. Actual lot conditions, weather, and other factors will determine actual sweeping time of aggregate. Polymerized oils allow for quicker pick up sweep to minimize aggregate tracking (generally 2 to 4 weeks). Fog seals will minimize the aggregate tracking and oil bleeding. Allied Inc. uses the Standard McLeod formula for gauging application rates. Deviations from the formula at the customer's request may result in a warranty waiver. While the MNDot specifications allow for chip seals to be constructed from May 15 to September 1. Late season chip seals (starting August 15th) may exhibit a higher incidence of aggregate stripping and oil bleeding in subsequent seasons. Chip seals will not add structural integrity or correct water flow issues. Chip seal material may overlap into curb lines, this should be considered incidental to the construction.

Application: Clean the asphalt with a Mechanical Pick-up style street sweeper. Dispose of sweepings offsite. Apply liquid asphalt at a rate specified on proposal with asphalt distributors equipped with computerized rate of control. Apply cover aggregate at a rate specified on proposal with a self-propelled computerized chip spreader. Roll the cover aggregate with eleven wheel pneumatic rubber tire rollers. Pick up sweep excess aggregate as per curing conditions.

Seal Coat & Fog Seal Warranty Information and Qualifications:

Qualifications: The one year guarantee does not include uneven wearing patterns in drive lanes, high traffic areas, exposed aggregate asphalt surfaces, and plow scraping. Excessive silt/dirt areas that are not able to be cleaned by reasonable means, may not adhere properly and result in premature wearing. Heavily shaded areas (ie. overhanging trees, tall buildings, etc.) may not properly cure. Low areas on the existing asphalt surface that hold water will reduce the life expectancy of the seal. Seal coats generally do not adhere well to epoxy striping materials. All qualifications, specifications, and applications listed in this section also apply to fog seals. Traffic on uncured seal coats may result in material tracking (Allied not responsible for cleaning). Weeds and vegetation removal shall be done by owner at least 1 week prior to construction. Water protruding from the asphalt or adjacent areas that run into the seal coat area may affect the performance of the seal coat and will not be warrantied.

Specifications: CS-41 seal coats must be applied during daylight hours to ensure proper application and curing. CS-41 generally dries in one to five hours. It takes several additional hours for proper cure. Allowing traffic on the product prior to proper cure will result in premature wear. While CS-41 is a resurfacing as well as a rejuvenating sealer it will polish off the top of exposed aggregate and in drive lanes. CS-41 can be used over the top of chip seals to enhance aggregate adhesion and minimize aggregate tracking and oil bleeding. Sealcoating done after September 1st may have a high tendency for excessive or premature wearing and will not be warrantied.

Application: Clean asphalt surface to remove dust and loose debris. Apply CS-41 rejuvenating sealer and binder as per manufacturer's specifications.

Crack Seal Warranty Information and Qualifications:

Qualifications: The one year guarantee does not include previously sealed cracks that have failed and cannot be routed. Cracks sealed in parking areas are not warrantied. No warranty on un-routed cracks.

Specifications: Cracks wider than 1" should not/may not be crack sealed. Alligator, hairline and block cracks should not be sealed and will not be unless sealing these cracks is requested by customer in writing. Alligator, hairline and block cracks will not be routed or warrantied. Previously sealed cracks that have failed or recessed will be topped off only (no rout). Weeds in cracks are to be sprayed/removed by customer 2 weeks prior to construction. Cover paper will be used at contractors' discretion.

Application: Rout and seal the longitudinal and transverse "working" cracks that are ¼" wide or wider up to 1". Rout cracks ¾" by ¾". Dry and clean the crack with hot air lance and/or forced air. Seal crack with MNDOT spec hot crack seal material. Material will be heated in a melter equipped with a double jacket boiling system to prevent scorching and overheating of the material. Include over band as per MNDOT specifications. Apply proper cover as necessary per contractors' discretion.

Patching and Paving Warranty Information and Qualifications:

Qualifications: The one year guarantee does not include "frost, working, reflective" cracks or scrapes and other surface damage caused by plows, vehicles and equipment. All overlays will experience frost cracks, working cracks, and reflective cracks. Settling in trench patches due to sub base compaction will not be warrantied. No warranty on drop and roll patching. Late season patching & paving may result in rough mix and cold seams.

Specifications: Please inform an Allied estimator or Office Staff of specific water flow concerns (if any) prior to construction. Water flow issues may not be addressed unless identified by owner prior to bidding and construction. Allied Inc. will shoot elevations upon request or if water flow issues are present and identified prior to construction. No guarantee on 100% water flow unless 1.5% pitch can be established and maintained. Asphalt overlays will mirror existing parking lot. Allied Inc. will call for locates in advance of construction. Allied Inc. will not be responsible for locating, repairing or replacing the following: Private utilities, sprinkler head, sprinkler lines, or other non-located items in the construction area. Allied Inc. is not responsible for any backfilling, seed or sod unless detailed on proposal. Allied Blacktop Company is not responsible for any City, State, County, Federal, Watershed or other permitting unless detailed on proposal. Parking stripes affected by asphalt work will not be re-stripped unless quoted. This contractor is not liable for asphalt areas broken by equipment during construction process. Base replacement is not included in the contract unless noted on the proposal. If base replacement is found to be necessary, replacement cost will be approved by owner prior to continuing the construction process.

Application: Asphalt paving application details to be noted on proposal if not listed in this section. Patch asphalt as specified on proposal by methods of remove and replace, mill and patch, skin patch, drop and roll or infrared patching or other specified method.

Remove and replace: Jackhammer, mill, or sawcut straight edge. Remove existing asphalt and dispose off-site. Stabilize existing base material. Install asphalt as per specified thickness and compact.

Mill and Patch: Mill existing asphalt to a specified depth. Clean milled surface. Apply CSS1H tack material. Install asphalt as per specified thickness and compact.

Skin Patch: Clean existing asphalt surface. Apply CSS1H tack material when applicable. Install asphalt material and compact. (No Warranty)

Drop and Roll: Install asphalt material and compact (No Warranty).

Infrared Patch: Heat existing asphalt surface. Add asphalt sand fines as necessary rake to level and compact.

Concrete Warranty Information and Qualifications:

The one year guarantee does not include "frost or hairline cracking, scrapes and other surface damage caused by plows, vehicles and equipment, or concrete spalling or raveling as a result of improper salting. After October 15th cold weather charges will take effect. Allied is not responsible for concrete parking blocks damaged during the removal process. Parking blocks can be replaced at a price to be specified prior to installation.

Pre-Lien Notice

(A) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions;

(B) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvements unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

1. Warranty. All Work is to be completed in a workmanlike manner, according to standard industry practices in Minnesota. Unless otherwise required by law, Contractor provides a warranty on all labor related to the Work for a period of one year from the date Contractor ceases work on the Property. All materials provided to the Property are covered only by manufacturers' and/or suppliers' warranties, if any. Unless otherwise specified all materials will be standard stock materials and other products and materials may be substituted for equivalent products due to availability. Some variation in color and texture of materials is acceptable. Contractor does not warrant or guarantee any materials or labor that Contractor did not originally provide. Contractor does not warrant labor and materials related to Owner-Direct Work and Owner-Direct Work may void Contractor's warranty. Contractor shall not be responsible for work required as a result of the acts or errors of others or for latent defects in materials or products.

2. Access to Property. The Price is based upon completion of the Work during normal working hours and Owner agrees to provide Contractor clear and continuous access to the Property as required for the Work. Owner will be responsible for Price increases if any failure to provide reasonable access interrupts Contractor's Work. Owner shall make toilet facilities available to all workers or compensate Contractor for the cost of rented units plus 10% for overhead, which shall increase the Price. Owner shall furnish electric, water, and other utilities for the Work at no expense to Contractor. Owner shall arrange for any necessary identification of underground utilities prior to any digging.

3. Hidden or Hazardous Conditions. A "Hidden Condition" shall mean a concealed or unforeseeable condition not readily observable when inspecting the Property for purposes of estimating the Price. A "Hazardous" Condition shall mean hazardous materials, asbestos-containing materials, mold, insect or rodent infestation, or similar conditions. Contractor has no responsibility to determine the presence or absence of any Hidden or Hazardous Conditions affecting the Work. The Price does not include and Contractor shall not be required to remove, protect against, dispose of or remedy Hidden or Hazardous Conditions. Owner acknowledges receipt of a Mold Notice/Waiver and Formaldehyde Disclosure as required by Minnesota law. Any alteration or deviation from the scope of the Work, including hidden damage, additional work required by government inspectors, out of square or out of plumb conditions, or discovery of Hidden or Hazardous Conditions, shall entitle Contractor to immediately stop the Work, require a written Change Order signed by the parties, and may result in extra charges beyond the Price which Owner agrees to pay.

4. Use of Property. Contractor may a) place an advertising yard sign at the Property for promotion and to identify the Property for workers and suppliers and b) store materials and rubbish at the Property. Owner may be charged additional fees for items other than construction debris found in Contractor's dumpsters.

5. Substantial Completion. Substantial Completion shall be the date on which Contractor's Work is substantially finished so that the Work may be used for its intended purpose (as distinguished from the date of Owner's acceptance thereof), or the date of Contractor's last item of work at the Property, whichever is earlier.

6. Delays. Contractor shall not be responsible for delay damages arising from stoppage of the Work due to a) Owner's breach of contract, b) Owner's failure to provide access to the Property, c) as a result of inclement weather, strikes, fires, accidents, labor shortages, delays in delivery of materials, or d) any causes beyond Contractor's reasonable control.

7. Owner-Direct Work. Contractor is not responsible for timely delivery or performance of any labor or materials for which Owner is directly responsible ("Owner-Direct Work"). Owner shall not give instructions to or directly request any work from Contractor's workers. Delays caused by Owner-Direct Work may result in extra charges beyond the Price which Owner agrees to pay and for which a Change Order shall be signed, including but not limited to a \$200 per trip service charge.

8. Payments and Collection. If Owner fails to make payment as required by this Agreement Contractor may stop work on forty-eight (48) hours notice. The Price shall be increased by Contractor's reasonable costs to stop and/or resume Work, and Owner agrees to pay any such costs. Owner agrees to pay a service charge of 8% per annum or the maximum amount permitted by law on all balances 30 days or more past due. Owner shall also pay for all collection costs, including employee time and expense and all attorneys' fees and costs Contractor incurs in collection of and/or protection of its interests in Owners' past due account or other enforcement of this Agreement.

9. Personal Property. Except as specifically called for by this Agreement Contractor shall not be responsible for protection of Owner's vehicles or other personal property ("Personal Property"). Owner shall manage and be responsible for protection of Personal Property and Contractor shall not be responsible for the theft or disappearance of or damage to Personal Property. Contractor shall not be responsible for locking or closing doors or gates.

10. Liquidated Damages. Owner acknowledges that it would be difficult to determine Contractor's precise damages if Owner breaches this Agreement or if Owner terminates this agreement without a legal basis. Therefore, in the event Owner terminates after any applicable cancellation period or otherwise breaches this Agreement, Owner still agrees to pay Contractor: (1) in full on a time and material basis for all services Contractor, its subcontractors and material suppliers have provided to Owner or the Property, and (2) lost profit equal to 25% of the Price, Change Order amounts, and additional services Contractor and its subcontractors and material suppliers have provided to Owner or to the Property as of the date of such termination or breach, which fee represents the industry standard for reasonable profit and overhead. Owner agrees that the described damages in this Section are a reasonable estimate of the damages that Contractor would incur due to Owner's breach of the Agreement.

11. Limitation on Claims. Any civil action alleging Contractor's breach of this Agreement, negligence, fraud, misrepresentation, or any other claim by Owner must be initiated no later than one (1) year after the earlier of (a) the date Contractor ceases work on the Property, or (b) the date Contractor's building permit is finalized or otherwise closed. Contractor shall not be responsible for any damage to the Property related to the weight or delivery of dumpsters, equipment or materials. Owner agrees that Owner's maximum claim for damages against Contractor, and Contractor's maximum liability to Owner, shall be limited to the amount Owner has paid to Contractor.

BILLING & CONTACT CONFIRMATION

Billing Name: _____

Billing Address: _____

Billing Contact Name: _____

Contact Phone: _____

Contact Email: _____

P.O. #: _____

Special Billing Instructions: _____

Project Name: _____

Project Address: _____

Project Schedule Contact: _____