



Milestone Contractors, L.P.
3301 CR 460 East
Lafayette, IN 47905
Phone: (765) 935-4231
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PROPOSAL
(Contract When Accepted)

Date: July 13, 2016

To: Nate Netzhammer
Cube & Company, Inc.

Project: Cumberland Park Parking Lot
Improvements – Revised

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 We may, without notice, deem this Proposal to have been withdrawn if not accepted within 14 days following the date hereof.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.

A. Concrete Curb Islands

Over an area of approximately 186 square yards, we will:

- 1) Remove and palletize the bumper blocks
- 2) Saw cut and remove the asphalt pavement
- 3) Form and pour concrete curb and gutter
- 4) Lay an average 2" course of asphalt surface at curb
- 5) Back fill new curb medians with topsoil

B. Concrete at Canopy

Over an area of approximately 27 square yards, we will:

- 1) Saw cut and remove the concrete
- 2) Pour back concrete slab after electrical work*

C. Concrete Sidewalk

Over an area of approximately 14 square yards, we will:

- 1) Prep the area for the sidewalk
- 2) Lay an average 6" course of #53 stone base
- 3) Pour a 4" concrete sidewalk, 5' wide

The price for the work above is \$48,825.00

*Electrical work by others.

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: Shawn Walker
Shawn Walker

Title: Estimator – Lafayette

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. Proposed pricing is based upon material costs through September 31, 2016. Any cost increases incurred by us thereafter shall, at our option, be grounds for a corresponding increase in pricing payable by customer for the work, with a reasonable allowance for overhead and profit.
3. 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;
 - d) Construction engineering or layout;
 - e) Electrical work;
 - f) Removal of shrubs and/or any other form of vegetation;
 - g) Landscaping.
4. Our price includes one mobilization. Please add an additional \$3,500.00/each additional mobilization.
5. Our price is based on no retainage being withheld.
6. If Milestone is directed to install any item of work not within specifications, a standard waiver of warranty will need to be signed.
7. The above prices are a package quote, please do not remove any items without calling for a revised quote.
8. We shall be provided with suitable access to our work area. If our work is dependent upon or must be under taken 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)
9. If additional materials, including bituminous material is required due to faulty/unsuitable subgrade or subbase, billing will be based on actual material used.
10. We cannot guarantee proper pavement drainage on slopes less than one percent.

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 is 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.