

PROPOSAL



New England Sealcoating Co., Inc.

~Specialists in pavement maintenance, tennis courts and recreational surfaces~



"Quality Since 1945"

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11 South Angell St., PMB 364
Providence, RI 02906
(401) 621-3770

T
O Stephanie Cartabona
Dover, NH; City of: DPW
271 Mast Rd
Dover, NH 03820

J
O
B PHONE: (508) 534-0367
FAX:

September 10, 2019

Garrison Elementary School
50 Garrison Rd
Dover, NH

Furnish all labor, material and equipment to perform the following work: **Layout and stripe lines:**

I. **One half Basketball Court 50'x44'**

a. To line stripe the playing lines only \$560.00 ☐ YES ☐ NO
b. To colorcoat and line stripe playing lines \$3,433.00 ☐ YES ☐ NO

II. To stripe an arch with horse stations \$275.00 ☐ YES ☐ NO

Notes:

1. This quote is good for 30 days.

~~Furnish~~

We propose to furnish material and labor — complete in accordance with above specifications, for the sum of : \$

4,268.00

TERMS: 30% DEPOSIT REQUIRED, BALANCE DUE UPON COMPLETION.

NOTE: Please sign white copy and return with deposit to Hingham, MA.
Submit tax exempt certificate if applicable.

Authorized
Signature

Craig Swain

Acceptance of Proposal—The above prices, specifications and conditions 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: _____

TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made not later than the tenth day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest legal rate allowable under the laws of the jurisdiction in which the contract is executed or 1-1/2% per month, whichever is less, shall be charged and paid on all balances from the due date to the date we receive payment.

We shall not become obligated to perform the work called for under this contract until your credit has been checked and approved by our Credit Department. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. Any increase or decrease in the contract price resulting from such change shall be included in such writing.

We will provide and pay for Workmen's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State unemployment Taxes applicable to our employees.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder and in a normal uninterrupted single-shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood or other casualty; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of this proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to hold us harmless from any liability resulting from, damages to utilities or other facilities or objects buried beneath, or to sidewalks, driveways or other improvements located within, our work area or designated areas of access. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, including but not limited to failure of subgrade or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.

You agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract.

The contractor shall mark off the work area by the appropriate use of barriers, cones, ropes and/or signs. The contractor is not responsible for the unauthorized removal of these items, and further, the owner agrees to hold harmless and indemnify the contractor from any and all claims arising out of such removal, subsequent personal injury or property damage resulting therefrom.

Owner responsible for removal of all cars from the work area. Vehicles not removed from the work area by 8:00 AM on the day work is to be performed will be towed by the Owner at his expense.

Owner responsible for winter sand removal.