



**PROPOSAL /
AGREEMENT**

194 Main Street, P.O. Box 110, Port Monmouth, NJ 07758
Phone (732) 495-3715
Email: info@whirlconstruction.net
www.whirlconstruction.net

Hillside BOE

Ph: 908-351-7664 x 6452
ddefluri@hillsidek12.org

3-18-20

<i>PROPOSAL SUBMITTED TO</i>	<i>PHONE</i>	<i>DATE</i>
195 Virginia Street	Hillside, NJ 07205	034620
<i>STREET</i>	<i>CITY STATE ZIP</i>	<i>QUOTE#</i>
Dave DeFluri	Hurden Looker School	Hillside
<i>ATTN</i>	<i>JOB NAME</i>	<i>LOCATION</i>

We hereby submit specifications and estimates for:

Install only: 4,400 sq. ft. of rubber mulch @ 3" depth.....\$2,800.00

THIS FORM MUST BE SIGNED AND RETURNED TO SCHEDULE INSTALLATION

Notes: Unless otherwise stated, Whirl is not responsible for accepting delivery or storage of equipment, or site preparation. Permit(s) and permit fees, if required, are the responsibility of the customer . Site security for rubber safety surface installation by others. Sharp objects (i.e., sports spikes, heeled shoes, etc.) will damage rubber surface and void surface warranties. Unforeseen subsurface obstructions may incur additional charges. The owner or general contractor shall hold Whirl harmless in the event of injury due to lack of, or insufficient, resilient surface. Customer is responsible for disposal of packing material. All excavated material is to remain on site. Unless otherwise stated, it is assumed that we are working on a flat, dirt surface. Owner is responsible for direct access to site for large trucks. All work is to be done in one move. Customer is responsible for locating any privately owned utilities. Any unmarked utilities damaged during contracted work will be the responsibility of the owner or his representative. **ALL** Equipment Installed Per Manufacturers' Specifications. Finance charge of 1.5% will be added where applicable on payments rec'd after net 30 days. Add tax where applicable.

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

Two Thousand Eight Hundred Dollars..... DOLLAR \$2,800.00

Payment to be made as follows:

Purchase order due with signed proposal, balance due upon completion.

All material is guaranteed specified. All work is to be completed in a workmanlike manner according to standard practice. Any alteration or division from above specifications involving extra costs will be executed 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 to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: *Jim Davis* Note: This proposal maybe withdrawn by
Jim Davis
us if not accepted within 30 days.

Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

WARRANTY OF AUTHORITY- Each person who executes this contract on behalf of any entity represents and warrants that he or she has the authority of the shareholders, and/or members, and/ or officers, to execute on behalf of said entity, and agrees to indemnify and hold harmless each other party from any claim that such authority did not exist.

APPLICABLE LAW- All parties to this contract hereby agree that this contract is to be deemed accepted, executed and delivered in the Township of Middletown, County of Monmouth, State of New Jersey and that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

AMENDMENTS- Any amendments to this contract shall be in writing and signed by both parties.

CAPTIONS- The captions, headings, and arrangements used in this contract are for the convenience only and do not in any way effect, limit, amplify, or modify the terms and provisions hereof.

NOTICES- Any notice required or desired to be given pursuant to this contract shall be in writing and mailed certified mail to the respective parties.

BINDING EFFECT- This contract shall be in binding on all parties hereto, and shall insure to the benefit of the successors and assigns of the parties hereto.

CONSTRUCTION- Each party to this contract has reviewed this contract prior to execution. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party and shall not be employed in the interpretation of this contract.

EFFECT OF BREACH OF CONTRACT- In the event either party breaches this contract, either party may avail itself of all remedies provided by law or equity.

ATTORNEY’S FEES- In the event of a breach of this contract, the prevailing party shall be entitled to reasonable attorney’s fees in connection with the enforcement, and/or defense of this contract.

ENTIRE CONTRACT- This contract constitutes the parties complete and exclusive statement of their contract on the subject matter covered by this contract, and it supersedes all previous contracts, promises, and/or representations regarding the subject matter.

Date of acceptance: _____

Signature: _____

Title: _____

Print name: _____