



1000 W. Industrial Ave., Boynton Beach, FL 33426 Tel. 561-572-2600 Fax 561-572-2601

CGC1524317

Date: Monday, October 17, 2022

Proposal # 2022-1768

<b>Submitted To:</b> Bryce Tawil Trident Property Management 1000 Holland Dr Boca Raton, FL 33487 <b>Contact Information:</b> Phone: (561) 994-5850 Mobile: E-mail:	<b>Site Description:</b> # S130571 Regal Palm Condo 3500 Springdale Blvd Palm Springs, FL 33461	<b>Prepared By:</b> Felix Hernandez <b>Contact Information:</b> Mobile: 561-460-0433 Office: (561) 572-2600 E-mail: felix@pavinglady.com
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Please note: Due to the volatility of the oil market, material costs are subject to change up to and including the day of commencement of work on your project.

Qty	Proposed Service(s) & Description(s)
145 Sq. Ft.	<b>PATCHWORK IN (3) AREAS</b> <i>Set up proper Maintenance of Traffic (cones, barricades, etc.).            Sawcut/mill damaged asphalt and remove.            Haul milled asphalt to local asphalt plant for recycling.            Install and compact base material, as needed.            Apply tack coat to area in preparation of new asphalt.            Install up to 1.5" of new hot plant mixed asphalt, Type SP-9.5. Any variance in thickness of asphalt will be priced accordingly.            Roll and compact new asphalt, matching elevations of new asphalt to existing surfaces.</i>
1 Lump Sum	<b>RESTRIPE - DOT TRAFFIC PAINT</b> <i>Restripe to match existing layout using DOT traffic paint.            Includes: 2 Parking stall lines and 40LF of 6" yellow line.            20 Car stops with pins delivered. Customer will install.</i>

PAYMENT TERMS 50% On Signing remainder due upon completion

Project Total: \$3,550.00

This proposal may be withdrawn at our option if not accepted within 7 days of Oct 17, 2022

Pavement Consultant Felix Hernandez

Accepted Authorized Signature

# TERMS AND CONDITIONS

*The Paving Lady, hereafter referred to as "TPL"*

Asphaltic concrete is a practical, clean, long-life pavement. Relatively soft when laid, it hardens with age. It usually "tire marks" for several months and there is a noticeable porosity at first, but rubber tire traffic will smooth these areas, sealcoating is also recommended to protect the asphalt and produce a smooth beautiful finish. Gasoline and oil spills will soften and dissolve the asphalt.

We cannot be responsible for the following:

- \* Cracks in asphalt that may appear.
- \* Grass that grows through new asphalt. It can be killed by a commercial weed killer.
- \* Puddles under 1/4" where grade is less than 1" in 10 feet.
- \* Puddles when patchwork is done.
- \* Damage to sidewalks when it is necessary to cross them with our equipment to complete the job.
- \* Damage to underground water, electric or utility lines.
- \* Excessive cleaning, dirt or debris removal will result in additional costs to contract total.
- \* Any damage caused by rain or sprinkler water.
- \* If closed off area of construction is entered by anyone other than The Paving Lady staff and damage is done to this area or other areas, you will be charged for all repairs to said area.
- \* New asphalt edges being damaged by weed eaters or lawn mowers.

This proposal is based on work being completed during the hours of 7:00 am and 5:00 pm, Monday through Friday (excluding holidays and weekends) unless otherwise stated in contract.

Any punch list items must be submitted in writing. No repairs will be made until 90% of the invoice amount has been paid.

If quantities are provided by client and plans are not available for review prior to submitting quote, final payment to be based upon actual quantities installed as determined by field measurements upon completion.

Any changes to this proposal without prior approval from The Paving Lady will void this proposal. All changes must be initialed by both parties. If The Paving Lady does not initial changes, original prices will be stated in proposal. **No work will be scheduled without a signed proposal and a deposit.**

When this form is signed by Customer and an officer of The Paving Lady it becomes a contract and customer agrees to pay for work completed, at the contract terms. Should a dispute arise between contractor and client, it will be negotiated in arbitration and mediation. Customer agrees to pay interest at a rate of 1.5% per month from date of completion on the unpaid balance. In addition, client shall [ay all legal costs and expenses including reasonable attorney's fees, if not resolved in mediation.

Materials and workmanship guaranteed one year from date of completion of work. No warranties will be honored unless payment is paid in full.

\*All deposits are non-refundable upon cancellation of contract by client for any reason.

\*The Paving Lady shall not be responsible for "Bird Baths" on parking lots when the design grade is less than 1% fall. In the event that any work is done under this agreement as amended, or any side agreement, by The Paving Lady, Inc., which work is on public property, the customer agrees and understands that the project property which it owns shall be charged with all indebtedness hereunder.

\*It is expressly agreed that there are no promises, agreements, or understandings not set out in this contract. Any subsequent cancellations or modifications must be mutually agreed upon in writing. Unless otherwise agreed, any additional expense not covered by this quotation which is incurred by The Paving Lady as a result of utility conflicts, adverse weather or interruptions, delays or damages caused by other contractors will be borne by customer.

Unless a time for the performance of The Paving Lady's work is specified, The Paving Lady shall undertake its work in the course of its normal schedule. The Paving Lady shall not be liable for any failure to undertake or complete work due to causes beyond its control, including but not limited to fire, flow, or other casualty, labor disputes, accidents or acts of God, whether directly or indirectly affecting this work or other operation in which The Paving Lady is involved.

Unless otherwise agreed herein, payment terms are net cash, upon receipt of The Paving Lady's invoice. All moneys not paid when due shall bear interest at the maximum rate allowed by law at the project. Progress payments will be made on a monthly basis.

**Notice Of Lien: 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.**

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

## PATCHWORK CONDITIONS

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1. Contract contingent upon property representative meeting with estimator to agree on scope of work.
2. Contractor not responsible for the existing conditions of car stops. We suggest you scrape and/or pressure clean them prior to start of asphalt work.
3. Price based on existing asphalt being 1" thick, if existing asphalt is more than 1" thick, there will be additional disposal fees.
4. New asphalt pavement is subject to scuffing and marking until cured.
5. Contractor cannot guarantee against future settling or elevations because the backfill work was done by others.
6. Subgrade to be + or - 1/10th to grade. By others.
7. BY OTHERS: Stake-out, elevations, densities, as-builts layout, landscaping, irrigation, electrical, demucking, demolition, clearing, grubbing and tree removal.
8. If existing rock base is not sufficient per governing code, you will be billed for additional material and machine time.
9. Contractor not responsible for damage to landscaping, irrigation, or the condition of trees, after the saw cutting and patching process when repairing root damage. Due care will be given.
10. Buried utility lines and irrigation to be relocated or repaired by client.
11. Handicap stalls are being re-stripped per existing format, liability will not be assumed, and we make no claim that they are in current compliance with local, county, state or federal ADA codes.
12. Traffic control and/or MOT by others.
13. Price contingent upon all work being awarded and done at the same time.
14. Contractor not responsible for damages caused to or by the vehicles or persons trespassing in designated work areas. areas will be barricaded.
15. Any drainage problems of existing lot requiring a change in elevations requires engineered drawings.
16. Contractor not responsible for pre-existing sub-surface conditions.
17. Permits to be obtained by this contractor, permit fees, processing fees and any additional work required by permit will be extra.
18. If a permit is required in Broward or Palm Beach County there will be a \$500.00 expediting fee. In Dade County, there will be a \$750.00 expediting fee.
19. If owner/agent directs work to be completed without required permitting, all costs permit fees, procurement fines will be the sole responsibility of client.
20. Upon final inspection, City Inspector may require additional changes to site, which are not included in this proposal.
21. Contractor not responsible for pre-existing water problems.
22. All new construction requires survey and/or engineered drawings with proposed and existing elevations.
23. No offsite improvements included unless specifically noted and/or priced.
24. If flagmen are required there will be an additional charge.
25. Due to condition of existing asphalt we cannot warranty reflective cracking.
26. All pre-existing vegetation growing in asphalt to be treated with herbicide by landscaper prior to overlay.
27. Tracking on roadways will occur from heavy trucks with tack on their wheels hauling asphalt.
28. Install traffic barrier cones, string and ribbon at work areas as necessary included.
29. Patchwork does not address drainage or may hold water after repair.
30. Any items not specified in our proposal will be an extra to the contract.

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

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