# Covered Bridge Cart Path Patching

<table>
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<tr>
<th>Qty</th>
<th>Proposed Service(s) &amp; Description(s)</th>
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<tbody>
<tr>
<td>332.2 Sq. Yds.</td>
<td><strong>STRIP AND PAVE IN (2) MOBILIZATIONS</strong></td>
<td>$22,925.00</td>
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<td>* Set up proper Maintenance of Traffic (cones, barricades, etc.).</td>
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<td>* Excavate and remove existing asphalt.</td>
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<td>* Haul excavated asphalt to local asphalt plant for recycling.</td>
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<td>* Install limerock base @ area to be widened 1' x 110'</td>
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<td>* Apply primer coat to existing base rock in preparation of new asphalt.</td>
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<td>* Install 1.5&quot; of new hot plant mixed asphalt, Type S-III.</td>
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<td>* Roll and compact new asphalt to a 1.5&quot; average, matching elevations of new asphalt to existing surfaces.</td>
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<td>* Not responsible for damage to landscape / irrigation * Due care will be given.</td>
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**PAYMENT TERMS**: 1/3 Deposit, 1/3 Due at Mobilization, Due Upon Completion

**Project Total**: $22,925.00

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This proposal may be withdrawn at our option if not accepted within 30 days of Oct 2, 2020

Pavement Consultant  Scottie Mittelstaedt

Accepted Authorized Signature
TERMS AND CONDITIONS

Shannon Kourse, 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 working 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 a 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 initiated 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 pay 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 monies 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 ___________
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-built, 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-striped 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. Milling or overlay does not guarantee the elimination of pre-existing standing water or drainage 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. Any items not specified in our proposal will be an extra to the contract.
30. Driving over the edge of new asphalt during curing process may damage the edge.
31. Bonding is not included.
32. The Paving Lady is not responsible for any gate or traffic light loop wires and or sensors damaged during our scope of construction, due care will be given.

Customer Initial __________ Date ___________________
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-striped 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 ________________
Date: September 18th, 2020

To: Seacrest Services, Inc.
2101 Centre Park W. Dr. Suite #110
West Palm Beach, FL 33409

Attn: Bob Wiggins
561-697-4990
bwiggins@seacrestservices.com

Re: Coverbridge – Walking Paths

- Sawcut and remove Approx. 2,590 sq. ft. of asphalt walkway in four locations.

- Remove all asphalt and tree roots in area.

- Dispose of excavated material.

- Furnish, grade and compact lime rock as needed.

- Apply prime coat, F.D.O.T. approved.

- Furnish and install 1.5” of asphalt Type S-3 compacted to 1”.

- Compact newly installed asphalt with 5-7-ton roller.

Total: $15,540.00

Note: Unless stated otherwise, we exclude permits, permit fees, survey, layout, testing, expediting, M.O.T., engineering as-builts and LBR-40.

BL / JF

Customer Initial: _____
Sunshine Services Unlimited Inc will not be responsible:

- Any markings from any vehicle tires during or after project from tenants, service vehicles, and pedestrians are not Sunshine Services’ responsibility. New asphalt and sealer will scuff and track until fully cured.
- If any sealer splattered by rain, sprinkler water, or any fine mist of sealer on any part of property.
- For any hairline cracking in concrete or reflective cracking in asphalt.
- Any grass that grows through asphalt. Any Gasoline/oil spills will soften and dissolve the asphalt.
- If anyone other than Sunshine Services Unlimited Employees enters and damage is done to area, you will be charged for any said repairs.
- Always keep the area worked on closed for at least 1 day after work is completed.
- For any damage to underground utilities or irrigation systems when not properly marked by client.
- Any removal of construction debris other than debris related directly to the scope of work.
- When paving, we make every reasonable attempt to accommodate proper drainage, however, we cannot guarantee that 100% of all standing water will be eliminated.
- If the applicable Building Department requires additional work other than described, those costs are not included.

Terms and Conditions:

- Work area will be barricaded.
- All cars must be removed prior to arrival. Any delay or downtime due to blocked access of any area where work is to be performed; there will be a charge of $150.00/hour.
- All sprinklers must be turned off 24 hours prior and 48 hours after commencement of work.
- This contract/proposal is subject to review if not accepted within thirty calendar days. If contract is not executed within 60 days of acceptance, contract pricing will be subject to review for possible material price increases.
- Excessive cleaning, dirt or debris removal will result in additional costs to contract total.
- **NOTE - Due to deficiencies in asphalt grades and ADA Compliance there will be additional fees of $145.00 a ton on place over the theoretical yield.**
- **Price Includes:** All labour, machinery and materials.
- Final measurement prevails. Note: 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. (final field measurements upon completions)
- **Price Does Not Include:** Additional work beyond the scope of work listed above, survey fees, permit fees and execution, densities, compaction tests, engineering fees, concrete ramps, bonds, rpm’s, ADA FDOT detectable tiles, signage etc.
- All testing, engineering, inspections, layouts, surveying, and fees to be supplied by others.
• **Payments Must Be Made As Follows:** 30% Deposit, 30% Due at Commencement, 30% Due at Completion, and 10% Due at Close Out.

• **Owner Representation:** Person signing contract represents and warrants that they are the record or have the authority to bind the record owner to the contract. Such representation is made with the intent that Sunshine Services Unlimited, Inc., relies on it. No work will be scheduled without a signed proposal and a deposit.

• **Legal Dispute:** In the event of legal dispute, the venue shall be Palm Beach County and prevailing party shall get court costs and legal expenses.

• **Warranty:** Warranty does not include reflective cracking from existing asphalt or pre-existing sub-surface conditions. Materials and workmanship guaranteed one year from date of completion of work. No warranties will be honoured unless payment is paid in full.

_________________________________________  __________________________
Authorized By: Seacrest Services, Inc.        Date:

__________________________
Print Name: