



A Property Services Company

Point of Contact:
Fernando Rosales
Dunns Branch Dr North
Jacksonville, Fl.
Email: offers@mrbuyer.com
Phone: 407.871.3748

Project Estimated By:

Tyler Holland, Project Manager
tyler.holland@prosealedasphalt.com
Phone: 904-718-2625

Date: September 23, 2022

1.5" Install-SP-9.5 Asphalt
Base Install at 4"-Asphalt Install at 1.5" (Approx. 620 SY)
- Tack Coat & Pave +/- 620 square yards

Project is proposed to be completed in 3 Mobilizations, (2) for dirt/limerock installation and paving; approximately 60 tons of asphalt & 100 tons of limerock base.

Project is proposed to be completed in 3 days.

Asphalt Paving-

- 1.) Remove up to 6 in of dirt, approx. 145 tons, and move to location off site.
- 2.) Install approx. 620 SY (100 tons) of limerock base
- 3.) Base install is proposed at a (2) day mobilization cost. If additional days are required, they are subject to a change order and additional fees.
- 4.) Apply RS-1H trackless tack coat to base material prior to asphalt paving.
- 5.) Install SP-9.5 surface course at 1.5" depth, (approximately 620 SY) with paving machine.
- 6.) Compact newly installed asphalt with Split Drum Roller.

****Base/Asphalt Install is priced for 3-day mobilization cost. Additional Mobilizations will be billed at \$7,000.00 per mobilization. This project will require approximately 100 tons limerock base & 60 tons of asphalt. Any additional material required due to settling of sub-base, leveling, or increased Scope of Work, will be billed at \$180.00 per ton. This project calls for up to 5 trucks delivering base material for 1 day and 3 trucks delivering asphalt material for 1 day. Additional trucking requirements due to additional material as started above, will be billed at \$800.00 per truck.**

Note: Pro Sealed Asphalt, Inc. is not responsible for any permits, fees, testing, or engineering that may be needed. If Quality Control testing is required, this service can be provided through our company by AE Engineering, Inc., at \$175 per hour for not less than 8 hours per day. PSA is not responsible for any required traffic control or providing stabilized subgrade. Our proposed price does not include any night or weekend work. Pricing excludes removal of any base material (limerock, crush crete, asphalt millings, dirt etc) SP-9.5 takes 20-30 days to fully cure. The customer may see some light peeling during this time.

Bid Total: \$39,618.40

****PLEASE NOTE: WE CANNOT GUARANTEE MATERIAL PRICING (i.e. asphalt, sealant, paint, fuel, etc) AT THIS TIME DUE TO MATERIAL SHORTAGES AND DECREASED MATERIAL AVAILABILITY. MATERIAL PRICE SUBJECT TO CHANGE AT TIME OF CONTRACT, UP UNTIL THE TIME THAT WORK BEGINS. MATERIAL PRICING CONFIRMATION WILL TAKE PLACE PRIOR TO PROJECT START DATE.****

****Please allow 2-4 weeks after initial deposit is received for scheduling. Could be longer depending on weather and previously scheduled projects.****



A Property Services Company

Authorization to Proceed

Payment Terms:

Payment terms are as follows: (PLUS ANY ADD ONS) 50% of Contract Amount TO BE PAID one (1) week prior to first mobilization or scheduling. 50% due immediately after paving is complete: If balance exceeds 15 days past completion a 2.5% finance fee will apply to final payment invoice.

Terms: Invoices not paid in full when due will be subject to surcharge of 1.5% per month (18% per annum). If the account is delinquent and sent to an attorney or agency for collection, the customer shall be liable for all costs of collection; including, but not limited to reasonable attorney fees or collection agency fees.

100% OF CONTRACT AMOUNT AND ANY CHANGE ORDERS MUST BE PAID PRIOR TO COMPLETION OF ANY PUNCHOUT AND/OR WARRANTY WORK. INVOICES NOT PAID IN FULL WILL BE SUBJECT TO LATE FEES OUTLINED ABOVE.

If there is a change order at any point during this contract, a change order form will be submitted for approval and signature. Once executed, payment for the specified change order will be due to PSA, Inc. prior to commencement of work outlined in the change order.

Should the customer cancel or reschedule this project before work has started, within 24 hours of projected start date, a \$5,000.00 charge will be paid to Pro Sealed Asphalt, Inc. as liquidated damages (not as penalty) representing reasonable administrative expenses and interruption to PSA, Inc.'s work schedule. If PSA, Inc. is required to employ an attorney to enforce any provision of this contract or invoice to follow, or to defend action brought by the customer, its agents, or employees against PSA, Inc. or to collect any payment due to PSA, Inc. from Customer, whether or not suit is instituted, PSA, Inc. will be entitled to recover from customer all costs and expenses incurred, including all reasonable attorney's fees.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from the above-mentioned specifications involving extra costs over approved estimate, must be submitted in writing, and executed by an authorized representative of both parties. Neither party will be liable for performance delays nor for non-performance due to causes beyond our reasonable control, except for payment obligations. Owner shall carry fire, tornado, and other necessary insurance. All employees on site are fully covered by Workers Compensation Insurance.

The above prices, specifications and conditions are hereby accepted. You hereby authorize Pro Sealed Asphalt, Inc and any of its subcontractors to do the work as specified. Payment will be made as outlined above. When signed, this document becomes a binding contract. Any additional work required that is different from the scope of work described in this contract must be communicated and agreed upon in writing by authorized representatives of both parties. Please see all attachments for special conditions that may pertain to aspects of this project.

This proposal must be signed & returned by email to schedule this project. Notice to Owner Information must be received two weeks prior to commencement of work on the project.

PSA, Inc. Signature

Authorized Customer Signature:

Date of Acceptance

Date of Acceptance



A Property Services Company

Terms and Conditions:

1. Quarantine Construction Area: It is essential that all vehicles are removed from the area included in the Scope of Work no later than 7:00 am, unless otherwise agreed. Project costs are based on the property being clear of all vehicles, people, and objects. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any vehicles or objects are left in the area included in the Scope of Work, PSA, Inc will not be held responsible for any damage to the vehicles or objects remaining in the area. There will be additional costs if our personnel are unable to access the area included in the Scope of Work. A mobilization fee of \$5,000.00 will be applied if the area included in the Scope of Work is not cleared, or if we are required to mobilize on a day other than agreed upon start date. Prior to mobilization, PSA, Inc requires 50% of the bid total to cover material costs. A minimum of 2 weeks is requested for scheduling. Faster scheduling may be accommodated, at the sole discretion of PSA, Inc., and only as the current workload allows. PSA and any of its sub-contractors have no obligation to perform in increments, quantities, or portions of the work that we plan to perform in a single operation; nor shall PSA or its subcontractors have any obligation to perform work in a different sequence than planned by us.

2. Force Majeure Delays: PSA, Inc. will not mobilize on the scheduled date of construction if inclement weather is either occurring or forecast as imminent. PSA, Inc. will contact the client to reschedule as soon as possible. If inclement weather occurs within 24 hours of construction completion, please contact your representative. Force Majeure Event means an event, or a series of related events, that are outside the reasonable control of the party affected (including inclement weather, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars). Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under this Agreement (other than payment obligations), those obligations will be suspended for the duration of the Force Majeure Event. A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will: (a) forthwith notify the other; and (b) inform the other of the period for which it is estimated that such failure or delay will continue.

3. Contractor shall be notified of any additional construction work occurring simultaneously with scheduled mobilization date. PSA, Inc. has the right to modify the installation schedule accordingly. Additional mobilization fees may apply if touch-ups are required due to construction work occurring simultaneous with installation of asphalt or sealcoat. A water source is to be provided by the owner.

4. Owner/Management shall make tenants aware of possible dusting/damage to vehicles due to mixing, cutting, and/or grinding of asphalt/concrete. Due diligence will be taken to blow any dust/debris away from vehicles. PSA, Inc. is not responsible for damage to vehicles due to cutting, grinding, and/or removal of asphalt/concrete areas.

5. Reflective Cracking: Due to paving on existing surfaces Pro Sealed Asphalt, Inc. and its subcontractors do not accept responsibility for water ponding or reflective cracking of new asphalt. We will also not be responsible for tire tears and the breaking of asphalt at existing transitions and different elevations. This also includes cracking of milled areas reflecting through residual asphalt or base. Drainage is not guaranteed on asphalt patching or asphalt overlays. Saw cutting is not included unless otherwise specifically stated in Scope of Work. PSA, Inc. and its subcontractors are not responsible for failure of final products due to yielding, uneven base or irregularities in the base. Milling of the asphalt in many cases will not fully cure existing water ponding and may even create new areas of ponding. We will attempt to alleviate as reasonably as possible however, cannot guarantee unless base conditions and additional drainage areas are considered. No guarantee of drainage can be given. Mobilization & installation are conditional upon review and acceptance by PSA and its subcontractors of base at the area included in the Scope of Work. Proposed work will be performed & accepted according to industry standards. Client is advised that without a storm water drainage system, water could potentially collect against grass edges. PSA and its subcontractors will reasonably attempt to blend all seams and eliminate standing water as best as possible however, this cannot be guaranteed due to differences in asphalt mix, material laydown, and environmental factors and is considered aesthetic and is not a warrantable item.

6. De-mucking and removal of unsuitable materials is not included. Work is subject to delay, pending vendor availability, material availability; these items will be explained to customer at Pre-construction meeting. Spraying of herbicide or weed killer is not included in this proposal and should be done by others if required.

7. Pre-construction meeting will be required at a minimum of one (1) week prior to scheduled mobilization. The purpose of this meeting is to discuss any of the following: issues we may foresee, any changes to site since date of proposal, Customer issues, possible schedule delays, time frames of closures, etc. Customer shall allow at least two (2) weeks for mobilization. Mobilization is subject to change based on weather and material availability.

8. Asphalt and Sealcoat material take 20-30 days to fully cure. Asphalt is flexible payment, please note that minor scuffing may occur on fresh asphalt. Pro Sealed Asphalt cannot guarantee there will not be any water ponding or reflective cracking. Material takes 20-30 days to fully cure out. You may see some light peeling during this time. Crack sealing is not included prior to paving.

9. Down time due to customer responsibilities will be an additional charge. Area to be cleared prior to work commencing, customer is responsible for moving items/vehicles. Owner/Authorized Agent is responsible for having a tow truck company on stand-by a minimum of 72 hours prior to work commencing. If items/vehicles not moved once PSA is on site an additional mobilization fee will be applied. If PSA has to come back on a day other than agreed upon commencement date or if there is a delay in start time due to items/vehicles still being in place once PSA is on site a mobilization fee will be applied. A fee of \$250/hour wait time to be charged to customer if site is not cleared of vehicles upon the start time of the project. Any additional days due to vehicles being left unattended, irrigation systems on, tenant's not cooperating, dumpsters, roll off cans, etc will be photo documented and sent to management. If additional days are required to complete the project or other reasons for mobilization fees to be applied as outlined in this contract.



A Property Services Company

10. Pro Sealed Asphalt, Inc. and any of its subcontractors are not responsible for damage to buried lines, cables, wiring, pipes, utilities, or other underground obstructions. It is the responsibility of the Customer to ensure that the areas included in the Scope of Work are surveyed and clearly marked prior to commencement of work. This proposal further assumes there are no buried slabs or other obstacles that may interfere with excavation. If such items are encountered, additional charges may apply. Pricing excludes any testing, as-builts, surveying, staking, utility location and adjustment or relocation, asphalt leveling, saw cutting, asphalt milling, asphalt removal, maintenance or traffic, temporary/permanent striping, unless otherwise written in the proposal line item description.

11. No landscaping or sod is included in this proposal. Trucks and equipment will have to enter Project Site through grass/landscaping. Pro Sealed Asphalt and any of its sub-contractors are NOT responsible for repair of these areas or any landscaping effected.

12. This proposal assumes that concrete/ramps installed by others are strong enough to support heavy equipment. Repair of concrete is not included in this proposal. If trucks or equipment must cross over concrete sidewalk or asphalt roadway with or without curbing, repair of these areas is NOT included in this proposal. Customer shall note that although PSA, Inc. and our subcontractors will take all reasonable precautions if access points, whether concrete, asphalt, or any other material that is used for entrance or exit points, are present it cannot be guaranteed that damage will not occur. Broken areas of concrete will be a minimum charge of \$100 per S.F. to repair but we have no obligation top contract or perform such repairs. PSA, Inc. is not responsible for damage to construction entrance or exits. We are also not responsible for any cleaning of any concrete surfaces while performing our portion of the proposed work. Curb repair is not included in this proposal.

13. All areas to be agreed upon and identified prior to commencement of work. PSA, Inc. may ask the customer to walk area included in the Scope of Work at Pre-construction meeting and again prior to commencement of work to verify scope of work.

14. All pricing is based on all work being completed within our proposed and scheduled time frame and set mobilizations. Any additions to the Scope of Work requested by the Customer that are over and/or beyond our proposed/discussed scheduled mobilizations, will be billed at \$5,000.00 per mobilization/occurrence in addition to specified contract pricing. This fee is not added on at our leisure, or without being discussed prior to billing. This fee is to keep our project on time and cost effective, along with keeping consumer cost affordable. Pricing based on performing work during daytime operational hours and in accordance with out normal operational schedule.

15. Line striping may appear to be light or translucent on newly installed asphalt. PSA, Inc. will mobilize after the additional cure time of 30 days for a mobilization fee of \$2,500.00. This cost is in addition to the bid price included in this proposal. 4 inches of striped lines (white or yellow) per your specifications, and handicap emblems. Pavement markings are to be painted according to existing parking lot layout. Contractor makes no claim that pavement markings will meet local, state, and federal ADA compliance. If ADA compliance is a concern, a civil engineer will need to review. Engineering is quoted on a case by case basis and an ADA Consultation with a State Certified Civil Since Pro Sealed Asphalt, Inc was not the company that provided initial new striping layout we cannot warranty against peeling/product failure that results from previously used oil based or other non-compatible paint. If Pro Sealed Asphalt, Inc is called out as a result of this additional charges will occur. Line striping is not included in this proposal unless notated in the proposal line item descriptions.

16. ALL REQUIRED ENGINEERING, PERMITS, INSPECTIONS, AND FEES ARE THE RESPONSIBILITY OF THE OWNER/GENERAL CONTRACTOR PRIOR TO PRO SEALED ASPHALT, INC. OR ANY OF ITS SUBCONTRACTORS STARTING OR PERFORMING ANY SAID CONSTRUCTION. PRO SEALED ASPHALT, INC IS NOT RESPONSIBLE FOR ANY PERMITS THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION.

The parties agree that in the event that payment is not made as provided herein, Contractor may terminate this contract, refuse to complete any work remaining pursuant to the contract, and any alternate proposals, amendments, changes, or modifications thereto, and sue for the payment due, plus any work performed by contractor up until the date of termination, including a reasonable profit overhead, court costs, attorney's fees (including attorney's fees incurred in arbitration and administrative proceedings and all state and federal actions and appeals), and interest at the rate of 1 ½% per month, 18% per year. In the event of litigation of this contract, venue of same shall lie in Duval County, Florida and the prevailing party shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party. Insurance Certificates and Licenses Provided upon request *any changes or additions to standard coverage at additional cost. Pro Sealed Asphalt, Inc. and its material suppliers follows Florida Lien procedures as set forth by Florida Statutes Sections 713.001-713.37. A Notice to Owner (NTO) will be filed to ownership within 40 days after first day on job. A lien will be filed if payment is not received after work is completed, excluding any warranty work (if applicable).

Acceptance of these terms/conditions above constitutes a binding contract and do hereby release and forever discharge Pro Sealed Asphalt, Inc. of 1909 Parental Home Rd. Ste 1 Jacksonville, Fl. 32216, their agents, employees, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, from any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever, whether known or unknown, fixed or contingent, which I now have or may hereafter have or claim to have, as a result of or in any way relating to this contract and Pro Sealed Asphalt, Inc will not be responsible for any damages or loss and will be indemnified and held harmless for if owner/auth agent directs Pro Sealed Asphalt, Inc. to deviate from the recommended work scope. Any requested deviations to original work scope must be made in writing as or when they happen.

Authorized Signature

Date of Acceptance