



PAVEMENT MANAGEMENT SOLUTIONS

1180 SW 10th St.,
Delray Beach, FL 33444
Office: (561) 588-0949
Fax: (561) 588-2140

6648 Old Cheney Hwy Unit D,
Orlando, FL 32807
Office: (407) 610-8069
Fax: (407) 380-2001

M&M Asphalt Maintenance Inc. d/b/a ALL COUNTY PAVING

PROPOSAL

2018.08.30.01 AM

August 31, 2018

Customer Information

Attn: Patricia Strayer
Town of Palm Beach
Engineering Department
951 Okeechobee Road Ste A
West Palm Beach, FL 33401
T: 561-838-5440 C: 561-339-7309
pstrayer@townofpalmbeach.com

Project Information

Town of Palm Beach Resurfacing
Phase 1
Palm Beach, FL

SCOPE OF WORK

As per directions to perform the following work:

	Description	QUANTITY	UNIT	UNIT PRICE	TOTAL
Item	Group 3 PAVING (All Work shall be in accordance with Latest FDOT Standards)				
JJ.	Milling 1" Average Depth	31,180	SY	\$ 3.75	\$ 116,925.00
	Group 4 RESURFACING (Includes broom sweep/surface prep and disposal)				
A.	Type II, Compacted 1"	31,180	SY	\$ 7.75	\$ 241,645.00
	Group 12 MISCELLANEOUS ITEMS				
H.	12" White Striping (Paint)	24	LF	\$ 0.75	\$ 18.00
K.	12" White Striping (Thermoplastic)	24	LF	\$ 2.90	\$ 69.60
M.	6" Colored (any) Striping (Paint)	3,400	LF	\$ 0.60	\$ 2,040.00
O.	6" Colored (any) Striping (Thermoplastic)	3,400	LF	\$ 1.90	\$ 6,460.00
NO Item	RPM's Colored (any)	300	EA	\$ 6.00	\$ 1,800.00
TOTAL					\$ 368,957.60

NOTES:

- This specific proposal does not include any task or work item that is not specifically noted, valued, and described in this proposal.





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AUTHORIZATION TO PROCEED AND CONTRACT

Propose to furnish the material and perform the labor necessary for the completion of project in accordance to specifications, and subject to conditions stated herein for the sum of:

THREE HUNDRED SIXTY-EIGHT THOUSAND NINE HUNDRED FIFTY-SEVEN DOLLARS AND SIXTY CENTS
\$368,957.60

ACCEPTED: Prices, specifications, terms, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined below.

PAYMENT TERMS

We agree to pay the total sum or balance in full upon completion of this project.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

PAYMENTS TO BE MADE AS FOLLOWS: **Net due upon completion**

Signature of Approval by Client

*Printed Name
Title/Position*

Date

Sales Representative

Tony Grout

Office: 561-819-3391

Email: tgrout@allcountypaving.com

Project Coordinator

Ashleigh McFarlane

Office: 561-819-3881

Email: amcfarlane@allcountypaving.com





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CONTRACT TERMS AND CONDITIONS

1. This proposal/contract including all terms and conditions shall become a legally binding attachment to any contract entered into between All County Paving and the financially responsible company for which the work will be performed.
2. In the event that any work is done under this agreement as amended, or any side agreement, by All County which work is on public property, the (Client/Owner) agrees and understands that the project property which it owns shall be charged with all indebtedness hereunder.
3. In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorneys' fees and all costs of litigation from the other party, including appellate attorneys' fees.
4. Job site will be barricaded during work. The contractor will not be responsible for persons breaking through barricades, tracking of materials or paint, damages to cars or persons trespassing in designated areas.
5. This contractor recommends a civil engineer be retained for ADA upgrades. As such this contractor makes no claim that ADA upgrades will meet any/all local, state and federal guidelines on ADA compliance.
6. All work is to be completed in a workmanlike manner according to standard practices.
7. Our workers are covered by Workmen's Compensation Insurance.
8. A certificate of Insurance will be issued upon request prior to commencement of work.
9. All agreements contingent upon strikes, accidents or delays beyond our control.
10. Owner to carry fire tornado and other necessary insurance upon above work.
11. All County reserves the right to revisit the site if time has elapsed from the original proposal to acceptance.
12. All material is guaranteed to be as specified.
13. Material Costs Increase: Our prices may change with no warning based on US world oil prices. We base our price when we bid the project based on the price of asphalt at that time. In the event that a price increase happens, you will have a new fee to you as well unless stated in the specifications a guaranteed material price is included.
14. Due to the fluctuations in the petroleum markets, All County reserves the right to impose a fuel surcharge.
15. Due to price fluctuations on material costs, this contractor reserves the right to withdraw the proposal at any time prior to the commencement of work.
16. This proposal specifically excludes the acceptance of a "Pay when Paid Clause" payment clause.
17. Actual Permit Cost, Procurement Fee of \$495.00 per permit and any additional work required by the permit(s) will be extra to the contract amount.
18. Any punch list items must be submitted in writing. No repairs will be made until 90% of the invoice amount has been paid.
19. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.
20. Any additional mobilizations for Paving will be billed at a rate of \$4,500.00 each.
21. Any additional mobilizations for Sealcoating will be billed at a rate of \$1,750.00 each.
22. Delays to All County shall be paid at rate of \$200.00 per half hour.
23. Any broken car stops will be replaced at an additional cost of \$45.00 each.
24. There will be a charge of \$47.50 above the Contract amount to dispose of used materials at an approved environmentally compliant waste facility.
25. Reflective Pavement Markers are excluded from the warranty. Any additional reflective pavement markers that are required by the city code will be an additional charge of \$10.00 each to the contract amount.
26. Rain: If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
27. All County shall be provided with suitable access to the work area. If All County's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be performed and completed so as to permit All County to perform its work hereunder in an uninterrupted single shift operation.
28. All County cannot work around vehicles. Management is responsible for towing when owners fail to comply with paving and or sealcoating schedule.
29. Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. 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 cars are left on the area of work, we cannot be held responsible for any damage to the vehicle.
30. Site Services: The property is responsible to notify all landscapers and garbage companies to not provide service on our scheduled work day. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
31. Not responsible for any damage to underground utilities.
32. Existing Cracks with vegetation growing should be prepared with a weed killer such as 'Round Up' for several treatments before we arrive on the job.
33. Lawn Fertilization: should not be installed seven days before or after service.
34. New pavement is susceptible to scuffing and marks until it has properly cured. As asphalt is a petroleum-based product the prices are subject to change if oil prices increase dramatically.
35. Large cracks in the existing asphalt may reflect through the new asphalt in time.
36. There will be a tire 'tracking'-this cannot be avoided, but the tracking marks will disappear in time.
37. Standing Water: This contractor cannot guarantee elimination of standing water.
38. The asphalt surface that will be placed on this project will not have the finish and look of a sealcoat application. If sealcoat is desired at a later date, we will be happy to quote you separately.
39. Pavement Sealer: will take several days to fully cure and is sensitive to animal droppings, tree droppings; water stains from irrigation systems, ponding water & tire markings during this time. This is normal and no reason to be concerned, it will fade over time. Areas of shade will take longer to dry and cure then areas in the direct sunlight.
40. Sealcoating is not a crack filler. All existing cracks in the pavement will still be visible for sealcoating.
41. White Chalk Residue in Crack Areas: When sealcoating a parking lot with significant underwater issues a white residue that looks like salt may appear in the areas of cracks through the parking lot. This is a condition where the base material of limestone or another surface is drawn to the top of the surface. Since the surface is a dark black, this will be far more evident for a period of time.
42. Overspray on Grass: where grass meets your pavement, you may expect a small "drift spray" of pavement sealer. This is normal and will disappear generally after the next mowing.
43. Sprinklers: should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
44. Please make sure street sweepers are cancelled during the sealcoating projects and should not be used on freshly seal coated properties.
45. If there are any dumpsters in the scheduled area to be Seal coated please have them removed or moved to another area so we can seal under it. If they're not moved, there will be an additional mobilization fee to remobilize.
46. All County guarantees the sealer against peeling or flaking off of stable asphalt for a period of (1) year, excluding normal wear & tear. All County guarantees all workmanship and materials for up to (1) year, excluding normal wear & tear. Warranty starts at conclusion of work and is not valid until payment has been made in full.
47. Driving on Surface: Once you start driving on paved/sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident.
48. Concrete Repairs: This contractor will not be responsible for damage to grass, sod, irrigation or any other underground utilities. Excavated materials will be left in the islands/landscaped areas.
49. Concrete Grinding: Customer is aware that after grinding of the sidewalks, the concrete will be rough and not uniform in appearance. Customer is also aware that grinding of concrete will not eliminate the potential of a liability issue.

