



# The Paving Lady

## ASPHALT SERVICES PROPOSAL

Prepared for:

City of Margate

SOUTH FLORIDA'S TOP PAVING COMPANY SINCE 1985

ROAD SOLUTIONS  
CUSTOM MADE  
FOR YOU





# PROJECT SCOPE & PRICING TABLE

<b>TO:</b> City of Margate <b>ADDRESS:</b> 901 Northwest 66th Avenue Margate, FL 33063	<b>Contact:</b> Anthony Colvert <b>Email:</b> acolvert@margatefl.com <b>Phone:</b> 954-770-2580
<b>PROJECT NAME:</b> Calypso Cove <b>PROJECT LOCATION:</b> 6200 Royal Palm Boulevard Margate, FL 33063	<b>BID NUMBER:</b> 24 - 1998 <b>BID DATE:</b> 2024-12-13

Name	Subtotal
<b>MILL AND PAVE CALYPSO PARK</b> Project: Calypso Cove – Mill and Pave, approximately 5,841 square yards. Set up proper Maintenance of Traffic (cones, barricades, etc.). Remove and stockpile existing concrete car stops. Mill asphalt area up to 1” deep. Haul milled asphalt to local asphalt plant for recycling. Apply tack coat to milled area in preparation of new asphalt. Install 1” of new hot plant mixed asphalt, Type SP-9.5. Roll and compact new asphalt to 1” average, matching elevations of new asphalt to existing surfaces. Place and pin stockpiled concrete car stops with new rebar. Restripe to existing layout including: (116) double square white stall lines, (5) ADA stalls, and (2) stop bars using DOT approved latex paint. Pricing is based on City of Aventura Bid No. 22-08-11-3.	\$88,697.55

**Total** **\$88,697.55**

Payment Terms
Net 30





# TERMS & CONDITIONS

1. **THE CONTRACT.** The Proposal/Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification
2. **OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS.** The Owner shall ensure that its own forces shall coordinate and cooperate with the Contractor and its subcontractors. Costs caused by delays or by improperly timed activities or defective construction relating to the Owner's own forces shall be borne by the Owner.
3. **WARRANTY.** The materials and labor which make up the Work are warranted by Contractor from workmanship and materials defect for a period of one (1) year from the date of completion. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. Without limiting the generality of the foregoing, the warranty set forth herein shall not in any way apply to any damage or defect caused by fire or damages caused by acts of God, nor shall it apply to improper building and/or maintenance of the subject Property's signs, or any other structures/components, unless installed as part of this Contract. Any work done or attempted to be done upon the subject site by anyone other than Contractor or by Contractor's subcontractor or by anyone directly or indirectly employed by any of them shall void the warranty provided for herein and Contractor shall be released from any of its obligations hereunder. The warranty provided hereunder is made expressly for the benefit of the Owner and is thus not transferable to any other individual or entity. The warranty obligation hereunder shall not exist or apply until Owner has paid Contractor in full for every invoice submitted to Owner, including the final invoice, and the Contract sum is thus paid in full.
4. **NO INTERFERENCE.** Owner agrees not to interfere with any of Contractor's workmen on the job site and further agrees that all matters pertaining to Work will be taken up by Owner directly with Contractor. It is mutually agreed that no verbal request will be honored or accepted by Contractor and further agreed that oral representation cannot be relied upon as completely stating the representation of Contractor.
5. **CONTRACTORS'S RIGHT TO PHOTOGRAPH WORK.** Owner shall permit Contractor or person(s) employed or engaged by Contractor, without compensation or consideration to Owner, to take photographs at the project site of both completed work and work in progress, for purposes including, but not limited to, publication in newspapers, magazines, and other print media, use in broadcast media, publication via the Internet, and use in marketing materials used by Contractor. Such photographs and any accompanying descriptions shall not identify Owner or the property address of the project without the express written consent of Owner.
6. **CHANGES IN THE WORK.** All change orders and adjustments or modifications to the Contract shall be in writing, signed by both Owner and Contractor and subject to the terms and conditions of this Contract. Any written, signed change order shall be a modification of this Contract and thus become incorporated into this Contract as if originally attached hereto. Otherwise, no changes (except emergency work necessary to protect life or property) shall be made without a written change order which shall include Owner's agreement to any extra charges and extensions of time. In the event that Contractor makes any change to protect life or property, and no written change order has been executed, Owner shall compensate Contractor for all expenses in connection with said change at cost plus 20% overhead and profit. All approved change orders will be paid at the completion of said change order and shall not delay the payment of the original contract sum.
7. **TIME.** If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.
8. **PROGRESS PAYMENTS.** Within \_\_\_\_ days after the Contractor has submitted its invoice or Application for Payment, the Owner shall make payment in the manner provided in the Contract Documents. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall constitute acceptance of Work in accordance with the requirements of the Contract Documents.
9. **SUBSTANTIAL COMPLETION.** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. When the Contractor determines that the Work is substantially complete, in its sole discretion, the Contractor shall so notify the Owner. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work. Within 5 days of Contractor's achieving substantial completion of the Work, the Owner or its architect shall prepare and submit to Contractor a single "punch list" of corrective and completion work for Contractor to complete. In the event that Owner fails to list an item in the punch list, Owner waives its right to demand Contractor perform any repair or correction as to such omitted item. Owner shall not be entitled to withhold final payment due to incomplete punch list work.
10. **FINAL COMPLETION AND FINAL PAYMENT.** Within \_\_\_\_days of receipt of Contractor's notice of substantial completion, Owner shall deliver final payment to Contractor.



# TERMS & CONDITIONS

11. **DISPUTES.** The Contract shall be governed by the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be the county in which the project site is located. In the event of any dispute in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, whether suit be instituted or not, including "fees for fee," incurred in connection with proving the amount of fees to which the prevailing party is entitled.
12. **TERMINATION OF THE CONTRACT** If the Owner fails to make payment as provided herein or otherwise violates or breaches the terms of this Contract, the Contractor may terminate the Contract and recover all resulting damages from the Owner, including, but not limited to payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.
13. This proposal is based on work being completed during the hours of 7:00 am and 5:00 pm, Monday through Friday (excluding holiday and weekends) unless otherwise stated in contract.
14. Any punch list items must be submitted in writing. No repairs or changes, including those requested by the city or municipality will be made until 90% of the contract amount has been paid.
15. 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.**
16. 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.
17. All deposits are non-refundable upon cancellation of contract by client for any reason.
18. Any vehicles not removed from designated work areas will be towed at owner's expense. Contractor is not responsible for any damage to vehicles or personal property left in designated work areas.
19. Permit fees are not included in this proposal. All permit fees will be billed at actual cost. Permit fees to be invoiced immediately upon accrual. Project will not be scheduled until all permit fees are paid in full.
20. Permit procurement fees will be billed as follows. Dade County \$750.00, Broward, Palm Beach and Martin Counties \$500.00.

## **ASPHALT PAVING AND PATCHING CONDITIONS**

1. Contract contingent upon property representative meeting with sales representative to agree on scope of work.
2. Contractor not responsible for the existing conditions of car stops and adhesion of new paint. We suggest you scrape and/or pressure clean them prior to start of asphalt work.
3. **Patching-** Price is based on the specified thickness in the scope section of the proposal. If existing asphalt is thicker than proposed thickness additional material and labor cost will be incurred. Owner agrees to pay patching over-runs at \$350.00 per ton. TPL will provide photo documentation and asphalt plant tickets as verification.
4. **Paving** - Owner agrees to pay asphalt over-runs at \$165.00 per ton.
5. **Leveling** – Prior to overlay and/or after milling, leveling may be required and is not included in this proposal. Owner agrees to pay leveling at \$190.00 per ton.
6. Contractor not responsible for pre-existing water problems. Milling, overlay or patching will not guarantee the elimination of pre-existing standing water or drainage problems.
7. Contractor not responsible for pre-existing sub-surface conditions.
8. Due to the condition of existing asphalt, we cannot warranty against reflective cracking.
9. New asphalt pavement is subject to scuffing and marking until cured.
10. Contractor not responsible for damage to landscaping, irrigation, utilities, or the condition of trees, after the saw cutting and patching process when repairing root damage. TPL is responsible only for the removal of roots within the asphalt area. Owner is responsible for root removal and continuous pruning outside the asphalt area.
11. Surveying, testing, as-builts, layout, landscaping, irrigation, electrical, de mucking, demolition, clearing, grubbing and tree removal are not included.
12. Additional paving mobilization charge of \$4,500.00 will be billed to the owner for the following:
  - a. Parked Vehicles in the designated work area.
  - b. Changes to approved schedule without written consent of contractor
  - c. Excess water due to irrigation not being turned off prior to our arrival
  - d. Delays caused by other contractors hired by owner or other residents.
13. Hourly costs for delays caused by the customer will be incurred at a rate of \$300/hour for Patching services. Delays include, but are not limited to, vehicles obstructing the work area, active sprinklers, other subcontractors hired by the customer, and changes to the schedule that are not communicated prior to The Paving Lady being on site.



14. Hourly costs for delays caused by the customer will be incurred at a minimum rate of \$700/hour for Paving services, with final rates based on materials and trucking contracted per job. Delays include, but are not limited to, vehicles obstructing the work area, active sprinklers, other subcontractors hired by the customer, and changes to the schedule that are not communicated prior to The Paving Lady being on site.





# TERMS & CONDITIONS

## SEALCOATING CONDITIONS

1. Contract contingent upon property representative meeting with sales representative to agree on scope of work.
2. Contractor not responsible for the existing conditions of car stops and adhesion of new paint. We suggest you scrape and/or pressure clean them prior to start of asphalt work.
3. 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.
4. Contractor is not responsible for premature wearing of sealer in areas that hold water. Water from irrigation may cause staining of sealer but this will fade with time.
5. Contractor cannot warranty sealer in areas of heavy oil damaged asphalt.
6. Sealcoating will not eliminate cracking in the asphalt. Existing cracks will be visible after sealcoating is completed.
7. During the initial curing period, sealcoat is susceptible to power steering and traffic scuff marks. These will fade with time.
8. Owner agrees to have sod or other landscaping on the edge of pavement trimmed prior to our arrival. Contractor cannot be held responsible for sealer on sod or other landscaping directly adjacent to our work. Due care will be given.
9. Owner agrees to have irrigation turned off 24hrs prior to our arrival. Irrigation should be turned off during the entire duration of the project and a minimum of 48 hrs. after completion.
10. Additional sealcoating mobilization charge of \$1,750 will be billed to the owner for the following:
  - a. Parked vehicles in the designated work area.
  - b. Changes to approved schedule without written consent of contractor.
  - c. Excess water due to irrigation not being turned off prior to our arrival.
  - d. Delays caused by other contractors hired by owner or other residents.
11. Hourly costs for delays caused by the customer will be incurred at a rate of \$250/hour for Sealcoat services. Delays include, but are not limited to, vehicles obstructing the work area, active sprinklers, other subcontractors hired by the customer, and changes to the schedule that are not communicated prior to The Paving Lady being on site.

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.	<b>CONFIRMED:</b>
<b>Buyer:</b> Anthony Colvert <b>Signature:</b>          <b>Date of Acceptance:</b>	<b>The Paving Lady</b> <b>Authorized Signature:</b>          <b>President:</b> <i>Mauro Comuzzi</i>