

Pavement Maintenance Proposal

City Of Cartersville Public Works

Wade Wilson

Project:

Carter Grove Boulevard and Sam Smith Park

1155 Douthit Ferry Road
Cartersville, GA 30120



Service Provider Information

Company Info



The Surface Masters
1393 Cobb Industrial Way
Marietta, Georgia 30066

P: 770-250-6392
F: 770-674-6086

<http://www.thesurfacemasters.com>

Contact Person

Jordan Roberts
Director of Sales and Estimating
Jordan.Roberts@thesurfacemasters.com
Cell: 678-378-7624
Office 770-250-6392 Ext 1701

About Us

We Solve Problems & Make Pavement Maintenance Simple!

The Surface Masters (SMI) provides pavement maintenance & construction services to the commercial, recreational and industrial markets throughout the Southeastern United States!

Our mission is to enhance our company, community, and lives one parking lot at a time by achieving complete client satisfaction resulting from constant delivery of high quality, cost effective, and timely resurfacing projects.

We are committed to complete client satisfaction and being the most responsive asphalt maintenance contractor in the industry. We appreciate the opportunity to provide these services and look forward to serving you as a client.

Asphalt Milling Repair | Carter Grove Boulevard

1. The area under consideration comprises approx. **56 square yards**.
2. **Trips:** The work described herein will be completed in up to **1** trips.
3. **Barricading:** All areas will be barricaded during and after the paving process. It is the owner's responsibility to make sure all barricades remain effective after our crews leave the jobsite.
4. **Number of Milling Areas:** There exists **1** milling area/s throughout project area.
5. **Pre-Pave Milling:** Prior to paving, mill pavement to a depth of **5 Inches**. After milling is completed, saw cut edges of pavement to establish a clean joint to tie into. Repair area/s will be shaped symmetrically where possible. Asphalt millings and debris will be removed from job site and hauled off and properly disposed of. Work area will then be swept and blown clean in order to receive the pre-pave tack coat. To have a better understanding of the Milling process, please view our video: [The Surface Masters Pavement Milling Process](#)
6. **Cleaning:** The repair area/s to be paved will be cleaned of all loose materials with power sweepers, blowers, asphalt brooms, etc. At job completion all work areas will be left clean and all construction debris will be removed from job site.
7. **Pre-Pave Qualification:** The existing surface should be able to sustain the weight of our loads of new asphalt as well as equipment. Our firm will conduct a "Proof-Roll" of the existing surface. We will have an 18-ton (approx.) loaded dump truck slowly drive over existing sub-base to test and make certain that the sub-base can sustain the load. To get a better understanding of the process, please view our video: [The Surface Masters Proof Roll Process](#). If it is deemed necessary by contractor and owner's representative to repair base, additional charges could apply and will be treated as a change order.
8. **Pre-Pave Tack Coat:** If milling to base, then our firm will apply the tack coat to all vertical edges of the asphalt. If we do not mill to base, then we will apply the tack coat to the existing asphalt surface left behind after milling is completed. Applying tack coat promotes adhesion between existing asphalt surface and the new pavement surface we are installing. To get a better understanding of the process, please view our video: [The Surface Masters Vertical Edge Tacking Process](#).
9. **Asphalt Base:** Area will be paved with **3 inches** (compacted thickness) of Asphalt Binder and properly compact.
10. **Surface Asphalt:** Area will be paved with **2 inches** (compacted thickness) of Surface Asphalt and properly compact. Please reference our compaction video here to have a better understanding of the compaction process: [The Surface Masters Asphalt Compaction Video](#)
11. **Client/Purchaser Conditions:** It is the Client/Purchaser's responsibility to have all material, cars, equipment, obstructions, etc. removed from the area where the work will take place. **Please see the attached Client/Purchaser's Responsibility & Conditions page.**
12. **Price does not include Traffic Control, Thermoplastic, and/or Striping.**

 See Below Images

Asphalt Overlay | Sam Smith Park

1. The area under consideration for new asphalt surface comprises approx. **220 square yards**.
2. **Trips:** The work described herein will be completed in up to 1 trips.
3. **Barricading:** All areas will be barricaded during and after the project. It is the owner's responsibility to make sure all barricades remain effective after our crews leave the jobsite.
4. **Cleaning:** All surfaces to be paved will be cleaned of all loose materials with power sweepers, blowers, asphalt brooms, etc. If scope area requires heavy cleaning such as, but not limited to, pressure washing or commercial sweeping services then additional charges may apply. At job completion all work areas will be left clean and all construction debris will be removed from job site.
5. **Pre-Pave Qualification:** The existing surface should be able to sustain the weight of our loads of new asphalt as well as equipment. Our firm will conduct a "Proof-Roll" of the existing surface. We will have an 18-ton loaded dump truck slowly drive over existing sub-base to test and make certain that the sub-base can sustain the load. To get a better understanding of the process, please view our video: [The Surface Masters Proof Roll Process](#). If it is deemed necessary by contractor and owner's representative to repair base, additional charges could apply and will be treated as a change order.
6. **Paving:** Area will be paved with **2 inches** (compacted thickness) of Surface Asphalt and properly compacted. To have a better understanding of the Overlay process, please view our video: [The Surface Masters Asphalt Overlay Process](#) ****Vital to note that all work we specify is the final depth, not the depth prior to compaction.***
7. **Client/Purchaser Conditions:** It is the Client/Purchaser's responsibility to have all material, cars, equipment, obstructions, etc. removed from the area where the work will take place. **Please see the attached Client/Purchaser's Responsibility & Conditions page.**

 See Below Images

Asphalt Milling Repair | Carter Grove Boulevard

Site Map



Asphalt Overlay | Sam Smith Park

Site Map



Price Breakdown: Carter Grove Boulevard and Sam Sr



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on August 30, 2024.

Item	Description	Map Area	Cost
1.	Asphalt Milling Repair Carter Grove Boulevard		Included
2.	Asphalt Overlay Sam Smith Park	Red	Included
Total:			\$19,500.00

Authorization to Proceed & Contract

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in the this proposal, it must be in a new contract or added to this contract as a change order.

Please see all attachments for special conditions that may pertain to aspects of this project.

Acceptance

We agree to pay the total sum or balance in full 30 days after the completion of work.

I am authorized to approve and sign for this project as described in this proposal as well as the identified payment terms and options stated in this contract.

****A signed proposal is required prior to the scheduling of the work.****

****This proposal is valid for 15 days from proposal date. Notwithstanding the preceding or anything herein below, this proposal is based on the current price of liquid asphalt. Any price increase in liquid asphalt through the course of this project will result in an additional charge.****

Date: _____

Wade Wilson | Public Works Director
City Of Cartersville Public Works
330 S Erwin St
Cartersville, GA 30120
wwilson@cityofcartersville.org
O: 770-383-7432

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Contract Terms & Conditions

1. This proposal becomes effective as a contract after the Client/Purchaser and The Surface Masters ("SMI") have both executed the Acceptance. Terms and Conditions not included in this contract will not be recognized as part of this agreement unless the Parties execute a supplement to this agreement in writing executed by both Parties.
2. SMI reserves the right to withdraw and/or terminate this agreement in its sole discretion pending the results of a credit investigation. Client/Purchaser agrees to post a bond, establish an escrow account with sufficient funds, guarantee payment upon completion of the work, and/or establish contract payment terms, all at the request of SMI.
3. The Surface Masters will not be responsible for failure to complete the work covered in this contract or by project deadline when prevented by strikes, labor troubles, accidents, necessary repairs to equipment, fire, flood, weather conditions or any other contingencies beyond SMI's control.
4. All work will be completed in a neat and workmanlike manner. Industry standard materials will be used unless otherwise specified by architect, engineer, or Client/Purchaser. In the event materials other than industry standard materials are used, Client/Purchaser agrees SMI is not responsible for the performance of those materials.
5. Final payment, in full, is required upon contract completion invoice unless detailed previously above.
6. Unless otherwise stated herein, Client/Purchaser agrees to pay all invoices no later than thirty (30) days from the date of invoice.
7. Quantities stated above in the proposal are approximate only. Pricing will be based on actual field measurements and materials used. Client/Purchaser agrees to pay necessary material overages. Unless otherwise stated herein, the proposal will be valid for 15 days from date of proposal.
8. Payments not received within 30 days of invoice date will be subject to a 1.5% monthly and 18% annual interest charge which will be added to monthly statements. Full payment for principal and interest is personally guaranteed by the individual signatory purchaser of this contract, as well as the company they represent and the financially responsible company for which the work is being performed.
9. Withholding of a retainer of invoiced work will constitute a breach of contract unless retainer is specifically detailed in the payment terms listed above.
10. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes to the work required by owners/managers, cities or municipalities.
11. In the event of non or late payment of Client/Purchaser, the contract shall be considered by the Client/Purchaser, and any and all legal means will be pursued to the fullest extent of GA law to recover any uncollected funds, additionally the signatory party of this proposal and contract agrees that by signing and authorizing this contract they will be responsible for and reimburse any legal, or collection agency fees incurred by SMI, as per GA law or any other applicable state laws if work is performed in a different state other than GA.
12. Client/Purchaser shall in good faith: a) secure and pay for all notifications, bonds, permits, fees, licenses, police details, and inspections necessary for proper execution and completion of the work unless otherwise specified; b) provide all lines, grades, stakes, traffic control, engineering, and layout necessary for proper execution and completion of the work; c) provide proper marking of all utility lines, manholes, gas lines, poles, and other work impediments which are not listed by Dig Safe or any other utility-based organization; d) provide a convenient water supply for use by SMI during this project; and e) assume the sole risk responsibility, and liability for damages arising from or related to the work performed and indemnify, defend, and hold harmless SMI from any and all such claims for damages, including but not limited to attorney's fees, and/or losses resulting directly or indirectly from this installation. If, in the opinion of SMI, the Client/Purchaser has failed to perform in accordance with this paragraph, SMI may refuse to perform work until Client/Purchaser makes the conditions suitable for commencement, continuation, and/or completion of the work.
13. If a specific time for completion is stated in the contract documents or in the Proposal/Contract, the time for completion will be extended to allow for any delays beyond the control of SMI including, but not limited to, delays due to weather, the presence of hazardous materials and wastes, and the acts of other contractors. SMI is not liable for any damages or delays in completion of the work.
14. It is understood and agreed upon that all work is performed and scheduled "weather permitting."
15. Should The Surface Masters be unable to work due to rain, snow, or other weather events, SMI shall be entitled to extend any completion deadline by the same number of days SMI was prevented from working.
16. SMI reserves the right to withdraw this proposal for any reason at any time prior to approval. The PRICE is based on acceptance and approval as a contract by CLIENT/PURCHASER within a maximum of fifteen (15) calendar days,

however; due to the current volatility of the market, prices may adjust anytime. Additionally, SMI may terminate this contract/agreement for any reason whatsoever, or for no reason. SMI shall give written notice of such termination to the Client/Purchaser specifying when termination becomes effective.

17. The Client/Purchaser will be responsible for towing. A tow truck service should be available at Client/Purchaser's expense to relocate, in a timely fashion, any vehicles, trailers, equip., etc. that prevent the scheduled work from being completed in a timely fashion. If there is a shut down and/or halt of operations due to a failure to notice and/or a lack of expeditious movement of obstructions hindering the scheduled work, additional charges may apply. In the event SMI incur towing fees, they will be billed as a change order to Client/Purchaser/Authorized Agent. The change order will include processing fees in addition to the actual towing charge.
18. The Client/Purchaser is responsible to notify all landscapers, garbage companies, and/or any other routinely scheduled work/services to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
19. This proposal does not include cost of permit fees, inspection fees, impact fees, or survey fees, unless specified in above scope, which may be required from the various agencies or municipalities having jurisdiction. If Client/Purchaser/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Client/Purchaser/Authorized Agent.
20. Change Orders, additions or extras requested by Client/Purchaser, Contractor, or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by Client/Purchaser/Authorized Agent.
21. All underground utilities including, but not limited to, electrical, cable, internet, plumbing and irrigation lines if damaged or broken are the responsibility of the Client/Purchaser and not SMI. If The Surface Masters needs to repair damages, the costs will be billed to the Client/Purchaser as a Change Order.
22. SMI will not be responsible for traffic control, unless specified otherwise in proposal, paint/product tracking, or other damages due to vehicles, equipment or persons trespassing in designated work areas.
23. Plans, engineering, layout, testing, bonds and as-builts by others.
24. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
25. In the event of a dispute regarding this contract, the prevailing party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
26. Unless specified in the scope, this proposal is based on work being completed during the hours of 8:00AM and 5:00PM, Monday through Friday, excluding holidays and weekends.
27. No warranties are honored unless payment is made in full. Unless otherwise stated herein, SMI will provide a one (1) year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered under this warranty.
28. Client/Purchaser waives claims against SMI for consequential damages arising out of or relating to this contract. This waiver includes damages incurred by the Client/Purchaser for rental expenses, losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons.
29. To the fullest extent permitted by law, the Client/Purchaser shall indemnify and hold harmless SMI from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work contemplated by this contract, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or for injury to or destruction of tangible property other than the work itself, but only to the extent caused by the negligent acts or omissions of the Client/Purchaser or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.
30. To the extent that The Surface Masters is held liable for any claims arising from this contract, the Parties agree that SMI's liability shall be limited to and in no event exceed the amount of the contract.
31. The headings contained in this Agreement are for convenience of reference only, and they shall not be used in the interpretation of this Agreement.

Attachments



Please click any of the links below to view and print all documents.

Company Attachments

[Certificate of Insurance](#)

[Gemseal SS-1 Tack Coat MSDS Sheet](#)

[Gemseal SS-1 Tack Coat Spec Sheet](#)

[The Surface Masters W-9](#)