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# PROPOSAL

OPP-22-014336

Jul 18, 2022

Account Information	Contact Information	Rose Paving Information
<b>Account Name:</b> 5380 Studios	<b>Contact Name:</b> Jerome Osborne	<b>Account Executive:</b> Mark Evers
<b>Street Address:</b> 5380 E Mountain St	<b>Contact Email:</b> jerome@5380studios.com	<b>Email:</b> mevers@rosepaving.com
<b>City State Zip:</b> Stone MountainGA30083-3080	<b>Contact Phone:</b> 8774245380	<b>Cell:</b> 770-235-2390

## Notes/Exclusions

Jerome, thank you for meeting with me today. This bid includes asphalt remove/replace of 10 areas (7 are small trip hazards), sealcoating (with 2 coats in a spray/spray application) and a re-stripe. I do recommend changing your ADA location to the spaces directly across from where they are now and then adding an access aisle in the open space nearest the walkway. This upgrade would add \$390 to the lot marking cost. Please call if you have any questions.

## PRICING TABLE

Service Line Name	QTY	U of M	Depth	Subtotal
Asphalt - Remove and Replace @ 3	743	SF	3.00	\$4,857.50
Sealcoat PMCTS - Spray / Spray	18134	SF		\$3,174.05
Lot Marking Restripe - Single Bays	47	Bays		\$1,321.50
				<b>\$9,353.05</b>

Subtotal **\$9,353.05**

Tax **\$0.00**

**Total \$9,353.05**



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## CUSTOMER APPROVAL

Total Dollars Approved: **\$9,353.05**

Name:

Authorized Signature:

## BILLING INSTRUCTIONS:

## Scope Detail

Service Line Name	Service Description
Asphalt - Remove and Replace @ 3	<p>Asphalt – Remove and Replace</p> <ul style="list-style-type: none"> <li>-Saw-cut and excavate damaged asphalt to specified depth.</li> <li>-Remove debris to an approved facility.</li> <li>-Compact base material to unyielding condition.</li> <li>-Apply tack coat material to edges to help adhesion.</li> <li>-Install Hot Mix Asphalt to a specific depth.</li> </ul> <p><b>**Notes and Exclusions:</b></p> <ul style="list-style-type: none"> <li>-If asphalt depth is more than estimated, additional charges may apply.</li> <li>-If undercut is required because of unsuitable base, additional charges may apply.</li> <li>-If new covers or valves are needed, additional charges may apply.</li> <li>-If Petromat is found, additional charges may apply.</li> <li>-These repairs will not fix drainage issues.</li> <li>-See Terms and Conditions for warranty details.</li> </ul>
Sealcoat PMCTS - Spray / Spray	<p>Sealcoat – ALL</p> <ul style="list-style-type: none"> <li>-Clean surface with mechanical blowers and brooms.</li> <li>-Remove debris to an approved facility.</li> <li>-Supply and install commercial-grade sealcoat per manufacturer's specifications.</li> <li>-Application methods and mobilizations are job-specific – please discuss with your AE.</li> </ul> <p><b>**Notes and Exclusions:</b></p> <ul style="list-style-type: none"> <li>-All vehicles must be moved prior to crews arriving.</li> <li>-Towing of vehicles is the responsibility of the customer.</li> <li>-Rose Paving PM's will help coordinate phasing and communication.</li> <li>-Barricades will be provided, but if moved by others, warranty is void.</li> <li>-Sprinklers must be turned off 24 hours prior to work commencement.</li> <li>-Sprinklers must be kept off for at least 48 hours after final application.</li> <li>-Sealcoat requires proper weather conditions for application – please discuss with your AE.</li> <li>-Work area should stay closed to foot and vehicle traffic for at least 24 hours after final application.</li> <li>-Tracking may occur and doormats should be available to minimize this.</li> <li>-This is a preventative maintenance repair and should be budgeted on a recurring basis.</li> <li>-Sealcoat will fade over time – longevity depends on traffic, weather and condition of asphalt.</li> <li>-Sealcoat will not fill cracks or adhere to oil spots.</li> </ul>



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Lot Marking Restripe - Single Bays	Restripe parking lot per existing layout. -47 spaces -2 ADA *Option add 2 ADA signs with access aisle
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## Rose Paving Contract Terms & Conditions

- 1. ESCALATION:** This proposal is based on material costs at current market rates. Due to the current volatile market conditions for liquid asphalt that are beyond Rose Paving's control and in the event of future material price increases the responsible party agrees to pay for the escalation of material costs without a change order. This paragraph applies only to materials.
- 2. TIMING:** Due to fluctuation in the cost of raw materials, including but not limited to liquid asphalt, if the current date is past 15 days from the proposal date, customer should clarify that pricing is still valid.
- 3. CONTRACT DOCUMENTS:** Specification sheets, drawings and other documentation presented in this proposal shall be part of the contract. It is the responsibility of the customer's authorized representative to be aware of the terms and conditions stated herein and of the other contract documentation.
- 4. PAYMENT TERMS:** NET BALANCE DUE 30 DAYS AFTER COMPLETION OF WORK. Unpaid balances will accrue a late fee of 1% per month until paid in full. In the event of your failure to conform to the terms and conditions of this agreement, you hereby agree to pay Rose Paving LLC. all sums earned to date. Price reflects a 4% (four percent) discount for payments by cash or check.
- 5. DEPOSIT:** If contracted amount exceeds \$15,000.00, a deposit of 1/3 of the project price is required to schedule work unless noted otherwise in this agreement.
- 6. PERMITS AND FEES:** Owner is responsible for obtaining and paying for any required PERMITS, BONDS, and LICENSES, or plans required to obtain the aforementioned.
- 7. UNMARKED / UNDOCUMENTED UTILITIES:** The client shall be responsible for repairing any private utility lines damaged by Rose Paving during the course of this project which were unmarked, undocumented or non-conforming to prevailing codes. While Rose Paving shall be responsible for repairing utilities in situations where Rose Paving damaged marked, conforming private utility lines, Rose Paving shall not be held liable for additional costs associated with utility interruption regardless of whether the lines were marked and / or documented properly or not. The customer is responsible to call the utility company.
- 8. WORK ACCESSIBILITY:** The price(s) quoted herein is contingent upon the work area being free of any obstructions (vehicles, dumpsters, etc.) at the scheduled project start date and time. Rose Paving, reserves the right to adjust the agreed upon project price if the job conditions prevent Rose Paving work crews from starting on time and proceeding without interruption
- 9. SOIL CONDITIONS:** The proposed price is contingent on the existing subsoil or base being adequate to support the pavement work. Rose Paving shall not be held liable for failure due to poor subgrade, moisture or other unforeseen circumstances such as underground water springs, contaminated soil, etc. If failure does occur, Rose Paving will notify agent or owner for inspection.
- 10. WATER DRAINAGE:** On projects where the natural fall of the land is less than 2%, Rose Paving cannot guarantee that there will be total water drainage on pavements. After repair and Rose Paving shall not be held liable for ponding or retention in surrounding areas. On projects where the scope of work includes an overlay, the overlay will follow the contour of the existing base surface and Rose Paving cannot guarantee and will not be liable for drainage issues in the work area or surrounding areas.
- 11. CLEANING EXPENSES:** The owner understands that the work called for in this agreement is a messy process. The parties agree that Rose Paving is not responsible for cleaning, repairing, or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than Rose Paving employees.

**12. INDEMNITY:** Rose Paving agrees to complete its work in a safe and workmanlike manner, and to take appropriate safety precautions. However, once installation is complete and customer takes possession of the work area, Owner/Customer understands and agrees that Rose Paving cannot be responsible for materials, area maintenance and safety, and therefore Owner/Customer assumes all responsibility in this regard, including but not limited to any and all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided. To the fullest extent allowed by law, Owner/Customer agrees to indemnify, defend and hold Rose Paving and its agents harmless from any and all loss, expense, liability, or attorneys' fees in connection with any such damages or injuries occurring thereafter. Nothing contained within this paragraph means, or should be construed to mean that Rose Paving or others shall be indemnified for their own negligence.

**13. CHOICE OF LAW & VENUE:** To the fullest extent permitted by law, each provision of this contract shall be interpreted in such manner as to be effective and valid under the laws of the State of Project and corresponding Choice of Law indicated below without regard to that state's conflict of laws principles, and venue and jurisdiction for any dispute under this agreement shall rest in the Venue and Jurisdiction identified:

	State of Project	Choice of Law	Venue and Jurisdiction
A.	Arizona	Arizona	Superior Court of Maricopa County or the United States District Court District of Arizona-Phoenix
B.	California	California	Superior Court of California County of Los Angeles or the United States District Court Central District of California
C.	Florida	Florida	Circuit Court of Hillsborough County Florida or the United States District Court Middle District of Florida
D.	Illinois	Illinois	Circuit Court of Cook County or Northern District of Illinois
E.	Tennessee	Tennessee	Davidson County Circuit Court or the U.S. District Court Middle District of Tennessee Nashville Division
F.	All other states	Illinois	Circuit Court of Cook County or Northern District of Illinois

**14. ATTORNEY FEES & COSTS:** In the event Rose Paving places any amounts owed under this proposal for collection with either a collection firm or attorney, Rose Paving shall be entitled to reasonable collection fees, attorneys fees and costs.

**15. TAXES:** All taxes are included in proposal price unless otherwise specified.

**16. MATERIAL & WORKMANSHIP:** All material is guaranteed to be as specified. Unless otherwise specified within this Proposal, Rose Paving warrants workmanship and materials for a period of 1 year from the date of completion. All work shall be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the amount set forth above. We shall not be responsible for delays caused by strikes, accidents, weather or other contingencies beyond our control. Our workers are fully insured.



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**17. CONSENT TO USE OF PHOTOGRAPHS, IMAGES AND VIDEOS:** Customer consents to Rose Paving using images and videos of jobsite as described in proposal or any work order, for use in Rose Paving promotional, marketing and training materials. Rose Paving shall have right to use the name, logos, trademarks, trade names, service marks or other marks of customer to the extent any of the foregoing appear in photographs, images and videos of the jobsite.

**18. NON-DISCLOSURE:** Customer acknowledges that information in this Proposal, including but not limited to pricing, determination of scope of work, method for evaluating parking lots, and methods of repair, constitute and include Rose Paving's Confidential Information. This Proposal shall not be shared, distributed or disseminated to any other contractor and Customer acknowledges that should it violate this provision monetary damages will not be an adequate remedy and Rose Paving shall be entitled to injunctive relief in addition to any other remedy available in law or equity.

**19. ALTERATIONS TO THIS PROPOSAL:** Alterations or notations on or to this Proposal will not be valid unless accepted in writing by an authorized representative of Rose Paving.

**20. SEVERABILITY OF TERMS:** Should any part of this agreement be deemed unenforceable, the remaining terms shall be severable and separately enforceable and shall remain in full force

**As a duly authorized representative of 5380 Studios, I agree  
to these Terms & Conditions**