



**PAVING AND CONCRETE**

Asphalt Paving · Seal Coating · Crack Filling · Infrared Repair · Commercial Snow Removal · Striping · Excavating · Concrete

<b>To:</b>	Deerfield Properties	<b>Contact:</b>	Dan Rahfaldt
<b>Address:</b>	110 S 4th Street Watertown, WI 53094	<b>Phone:</b>	(920) 279-8300
<b>Project Name:</b>	Deerfield Properties - Water Street	<b>Fax:</b>	
<b>Project Location:</b>	114 / 118 N Water Street, Watertown, WI	<b>Bid Number:</b>	234362
		<b>Bid Date:</b>	8/1/2023

**Parking Lot Maintenance is proud to provide a proposal for the improvements to your property as outlined in the procedure(s):**

<b>Item Description</b>
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**SHAPE, GRADE AND ASPHALT SECTION OF PARKING LOT WITH 4" ( RED & GREEN ) - 12,200 Sq Ft**

- > Scarify stone base and remove any spoils from site.
- > Any stone needed will be charged at \$30.00 ton
- > Shape, Grade and Compact stone base.
- > Construct a two (2) layer, 4.0" (after compaction) asphalt pavement consisting of 2.5" of 19.0mm binder and 1.5" of 9.5mm surface course mixture.
- > Layout and paint pavement markings.

**Total Bid Price: \$47,800**

**OPTION A:**

**NOTE: IF WE HAVE TO EXCAVATE ANY UNSTABLE BASE AND INSTALL 8" OF STONE.  
ADDITIONAL COST IF \$2.75 Sq Ft. I WOULD EXPECT 4 - 6 LOADS**

**OPTION B:**

**SHAPE, GRADE AND ASPHALT SECTION OF PARKING LOT WITH 4" - 70 x 30 ( BLUE ) - TOTAL COST \$8,500.00**

**NOTE: IF WE HAVE TO EXCAVATE AND INSTALL 8" OF STONE - \$5,775.00**

**NOTE: SAW CUT AT ROAD EDGE - ADDITIONAL \$400.00**

**OPTION C:**

**SHAPE, GRADE AND ASPHALT DRIVEWAY WITH 3" - 2,500 Sq Ft - TOTAL COST \$7,400.00**

**NOTE: IF WE HAVE TO EXCAVATE AND INSTALL 8" OF STONE - \$6,500.00**

**NOTE: SAW CUT AT ROAD EDGE??**

115 N WASHINGTON STREET

**Notes:**

- **Parties:** Parking Lot Maintenance, LLC. ("PLM") and the Customer hereby mutually agree to be bound by these General Terms and Conditions ("Terms"), which are made part of and incorporated into the foregoing Proposal. These Terms and the Proposal including all attached pages are collectively referenced below as "the Agreement".
- **Terms and Conditions:**
  - Upon Owner's written acceptance of this proposal, the Owner accepts the project specifications and materials set forth herein. No other terms and conditions, or amendment to these terms and conditions, shall be enforceable unless set forth in writing and signed by all parties. Any refusal by the Owner to proceed with the project after acceptance of the proposal shall be deemed a material breach of this contract and Owner agrees to the recovery of damages incurred by Parking Lot Maintenance, LLC ("PLM") and/or its subcontractors for all lost profit and costs, including all planning, design, preparation, and materials identifiable to the contract.
  - All permits are the Owner's responsibility prior to the commencement of the project unless PLM has specified otherwise in writing. If PLM is unable to start or complete the proposed project due to obstructions (e.g., vehicles) or other actions of the Owner, the Owner shall be responsible for all costs associated with removing the obstruction (e.g. towing) or correcting the cause plus 30% over and above direct costs (labor, equipment) to cover PLM's overhead and profit.
  - **Due to the uncertainty of material pricing, for example, but not limited to: asphalt, fuel and concrete; PLM reserves the right to modify the contract price in the event the documented cost of the products increase from the date of the proposal compared to the price at the time of contract execution.**
  - This proposal is valid for fifteen (15) days from date of proposal.



- **Exclusions:** Customer acknowledges and shall be solely responsible for the following:
  - Due to uncertainty with the soil conditions, if additional excavation is required due to unsuitable or unstable soils, any materials requiring to be removed at \$30/ton and replaced at \$30/ton. Final invoicing will be based on as-built quantities measured in the field and verified by load tickets.
  - Unless otherwise noted in this proposal, PLM is not responsible for any damage to private electrical lines, private utilities, or anything not marked by Diggers Hotline
  - PLM is not responsible for any landscape restoration related to construction activities.
  - PLM is not responsible for any damage to existing asphalt or concrete pavement from construction traffic requiring trucks and equipment to travel to perform the work outlined above.
  - PLM is not responsible for property line delineation.
  - All permits, engineering and architectural drawings are by others including all fees associated unless otherwise agreed and noted in the above scope of work.
- **Site Drainage / Site Conditions:**

In the event underlying concrete, wood, other materials or unusual, unsuitable, unstable or contaminated sub-surface conditions are discovered during excavation on the job.

PLM reserves the right to refuse to perform the paving work unless minimum grades (slope) of 1.5% are attainable for surface drainage. If Customer/Owner directs construction with less than minimum of grade of 1.5% or the Specifications or Drawings provided by Owner do not provide for 1.5% drainage in all directions, it is understood and agreed that water ponding may occur and that no warranty will attach to the paving work. Unless specifically stated in the description of the work to be performed, PLM is not responsible for modifying or changing the elevations of the existing asphalt or concrete to meet or exceed ADA standards or Compliance.

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- **Materials and Workmanship:**
  - All materials will be as specified. All work will be performed in a workmanlike manner in accordance with industry standards. PLM does not guarantee or warrant the project from cracking, whether original installation or resurfacing, and Owner understands that cracking is likely to occur. PLM is not responsible for filling cracks in existing deteriorated (alligator) areas unless otherwise specified in writing. PLM shall not be responsible for any damages based on abuse, misuse or Owner's failure to backfill edges of paved areas. All labor performed and material provided is conclusively accepted and satisfactory unless PLM is notified in writing within 5 days after project is completed.
  - Customer agrees that this proposal is subject to PLM standard one (1) year warranty, a copy of which Customer acknowledges receiving with this proposal on all materials and labor based on industry standards and reserves the sole right to determine the means and methods to complete any mutually agreed repairs.
  - Warranty is voided in the event of non-payment for any payment due based on original Proposal and any subsequent Change Orders until payment is received in full.
- **EXCLUSION OF CONSEQUENTIAL DAMAGES AND DISCLAIMER OF OTHER LIABILITY**

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  - PLM's liability with respect to any breach of this Contract or any breach of any warranty that would be found to exist shall not exceed the contract price. PLM shall not be subject to and disclaims:
  - (1) Any other obligations or liabilities arising out of breach of contract or warranty, including any implied warranty of merchantability or fitness for a particular purpose
  - (2) Any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to products sold or services rendered by PLM, or any undertakings, acts or omissions relating thereto, and (3) All consequential, incidental special and/or contingent damages whatsoever. Owner agrees to indemnify and hold harmless PLM from any and all claims, liabilities, costs and expenses of any nature arising from injuries to third parties at the job site or the interruption or destruction of Owner/private underground cable, pipes or installations.
- **Work of Others:**
  - PLM shall not be liable for any damage because of any delay due to any cause beyond PLM's complete control, including but not limited to any act of God, act of Owner, embargo or other governmental act, regulation or request, fire, accident, strike, slow-down, war, riot, delay in transportation, delayed delivery by suppliers or Owner's or PLM's inability to obtain the necessary permits or licenses or comply with any other governmental regulations concerning the installation or performance.
  - In the event of any such delay, the date of completion shall be extended for a period equal to the time lost by reason of the delay. Claims by Owner against PLM must be made in writing to PLM within five (5) days of knowledge of the alleged claim and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Owner.
- **Severability:**

If any of these Terms and Conditions shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any legal and enforceable provisions hereof which shall be construed as if such illegal and unenforceable provision or provisions had not been inserted herein, unless such illegality or unenforceability shall destroy the underlying business purpose of these Terms and Conditions.
- **Price and Payment:**
  - The prices in this proposal are PLM's prices for the goods and/or services with the Exclusion of Consequential Damages and Disclaimer of Other Liabilities, set forth above, including the disclaimer of strict liability and other tort liability, enforceable against the Owner. If Owner desires for PLM to provide a greater or additional warranty and/or to be liable for some or all of the matters disclaimed herein, then the Owner must notify PLM in writing and a new contract will be prepared which excludes this language, but which reflects higher sales prices reasonably compensating PLM for assuming that additional exposure.

- **NOTICE OF LIEN RIGHTS:** "AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, YOU ARE HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON YOUR PROPERTY MAY HAVE LIEN RIGHTS ON YOUR LAND AND BUILDING(S) IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED PRIME CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH YOU OR THOSE WHO GIVE YOU IDENTIFICATION NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION. YOU PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION. YOU SHOULD GIVE A COPY OF EACH NOTICE YOU RECEIVE TO YOUR MORTGAGE LENDER, IF ANY. THE UNDERSIGNED PRIME CONTRACTOR AGREES TO COOPERATE WITH YOU AND YOUR LENDER, IF ANY, TO SEE THAT ALL POTENTIAL CLAIMANTS ARE DULY PAID.
- **PLM IS NOT RESPONSIBLE FOR PAVEMENT BREAKAGE DUE TO NORMAL CONSTRUCTION TRAFFIC. PLM IS NOT RESPONSIBLE FOR DAMAGE TO OR INJURIES CAUSED BY ANY OWNER/PRIVATE INSTALLED UTILITIES, GAS, ELECTRIC, WATER, SEWER, CABLE, TELEPHONE, PIPES, LINES, CONDUITS, OR OTHER UNDERGROUND OBSTRUCTIONS, (herein "UNDERGROUND INSTALLATIONS").**

**Payment Terms:**

<p><b>ACCEPTED:</b></p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b></p> <p><b>Parking Lot Maintenance, LLC</b></p> <p><b>Authorized Signature:</b> </p> <p><b>Estimator:</b> Tom O'Malley (414) 801-8398 omalley@plmpaving.com</p>
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