



Palm Beach County: U-21491
Broward County: 13-3A-17799-R
Collier County: LCC20110001485
Martin County: MCP5910
General Contractor: CGC1509532

PROPOSAL/CONTRACT

November 8, 2016

Customer Name/Address:

Attn: Art Brode
City of Boynton Beach
100 E Boynton Beach Blvd
Boynton Beach, FL 33425
T. 561.742.6585
E. brodea@bbfl.us

Property Location:

NE 1st Court
Gateway Blvd. to NE 26th Ave.
Boynton Beach, FL 33435

As per the directions to perform the following work:

Item No.	Item Description	Unit Cost	Units	Quantity	Total
GENERAL					
1	Mobilization	\$3,750.00	LS	1	\$3,750.00
2	Maintenance of Traffic	\$5,500.00	LS	1	\$5,500.00
3	Bonding	\$1,500.00	LS	1	\$1,500.00
4	Insurance	\$1,000.00	LS	1	\$1,000.00
ROADWAY					
19	Type SP-9.5 Asphaltic Concrete	\$110.00	Ton	425	\$46,750.00
STRIPING & SIGNAGE					
69	24" Solid White Thermoplastic Striping	\$3.30	LF	40	\$132.00
70	Special Pavement Message: ARROW (single and double) Thermoplastic	\$99.00	EA	18	\$1,782.00
74	6" White Temporary Striping Paint	\$0.33	LF	140	\$46.20
78	Retro-Reflective Pavement Markers (RPMs) All colors	\$4.40	EA	2	\$8.80
TOTAL:					\$60,469.00

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M&M Asphalt Maintenance Inc., d/b/a All County Paving
Office 561-588-0949 | Fax 561-588-2140 | 1180 SW 10th Street, Delray Beach, FL 33444
Office 407-610-8069 | Fax 407-380-2001 | 4800 Patch Road, Orlando, FL 32822

info@allcountypaving.com

Members of ICSC, CAI, SEFAA, IREM, CREW, AAGO, BBB, FTBA, FHEA, UCA, ABC, NAIOP, BOMAA, FHBA, APWA, PRISM, NEYRA



FDOT CERTIFIED CONTRACTORS



Note: All County cannot work around vehicles. Management is responsible for towing when owners fail to comply with paving and/or seal coat schedule.

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- *Car stops break during handling.
- *Any broken car stops will be replaced at an additional cost of \$35.00 Each.
- *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.
- *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.
- *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.
- *Large cracks in the existing asphalt may reflect through the new asphalt in time.
- *There will be a tire 'tracking'-this cannot be avoided, but the tracking marks will disappear in time.
- *This proposal specifically excludes the acceptance of a "Pay when Paid Clause" payment clause.
- *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.
- Delays to All County shall be paid at a rate of \$200.00 per half hour.
- *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.
- *Any punch list items must be submitted in writing. No repairs will be made until 90% of the invoice amount has been paid.
- *This contractor cannot guarantee elimination of standing water.
- *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.
- * Permit, Procurement fees and any additional work required by the permit will be extra to the contract amount.
- *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.
- *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.

PROPOSE to furnish labor and material – complete in accordance with above specifications, and subject to conditions stated herein, for the sum of:

SIXTY THOUSAND FOUR HUNDRED SIXTY-NINE DOLLARS

WITH PAYMENTS TO BE MADE AS FOLLOWS: Net due upon completion.

Not responsible for any damage to underground utilities. A certificate of Insurance will be issued upon request prior to commencement of work. All County reserves the right to revisit the site if time has elapsed from the original proposal to acceptance. 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. Any additional mobilizations for Sealcoating will be billed at a rate of \$1,295.00 each. Any additional mobilizations for Paving will be billed at a rate of \$2,450.00 each. All material is guaranteed to be as specified. 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. All work is to be completed in a workmanlike manner according to standard practices. 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. All agreements contingent upon strikes, accidents or delays beyond our control. Due to the fluctuations in the petroleum markets, All County reserves the right to impose a fuel surcharge. Owner to carry fire tornado and other necessary insurance upon above work. Our workers are covered by Workmen's Compensation Insurance. "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. 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.

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

ACCEPTANCE OF PROPOSAL:

Signature of Approval by Client

Jeffery Cohen
Project Manager

Printed Name and Title and Date

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