

Z & R Properties
6015 Lehman Drive, Suite 205
Colorado Springs, CO 80918
ATTN: Hector Combest

Ph 594-0506
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E-Mail hector@zandrmgmt.com

PROPOSAL # 13139

Date 7/13/2022
Estimator Mike Murdock

Seal Coat Specialties, Inc.

P.O. Box 5726, Colorado Springs, CO 80931

Ph 719-391-0650

Fax 719-391-2846

E-Mail sealcoat489@msn.com

Job Address 3755 Hartsock Lane

Item	Description	Total
Seal Coat	Hartsock Village Clean approximately 3,212 SY of existing asphalt pavement with air blowers to remove loose dust and debris. Apply FEDERAL SPECIFICATION R-P-355e PROTECTAR emulsion asphalt sealer.	8,030.00
Crack Filling	To clean all major cracks 1/4" and wider and fill with FEDERAL SPECIFICATION 3405 HOT RUBBERIZED crack filling material. Approximately 2,983 LF of major cracks. THIS LINE ITEM DOES NOT INCLUDE FILLING THE ASPHALT TO CONCRETE JOINTS.	3,431.00
Concrete Joints	Fill approximately 70 LF of cracks between concrete and asphalt.	81.00
Asphalt Repairs R-R 5"	Remove approximately 274 SF of asphalt and replace with five inches of HOT MIX ASPHALT.	1,918.00
Striping	Restripe as exists WHITE with 46 stencils, new lay-out per parking lay-out diagram.	2,175.00
This proposal and prices are good for 30 days.		\$15,635.00

Thank you for the opportunity to submit this proposal for your review.
I will be happy to meet with you on site for further clarification.

Please understand our minimum charge is \$800.00. (Not including striping.)



Contractor/Owner Acceptance of Proposal/Contract

By signing below this proposal/contract together with the terms and conditions is therefore acknowledged and accepted authorizing Seal Coat Specialties, Inc. to perform the work as soon as scheduling shall permit.

Notes:

- Material prices proposed are guaranteed for thirty (30) days from the date of this proposal/contract. After thirty (30) days from the date of this proposal/contract, material prices may be subject to change. If Seal Coat Specialties, Inc. incurs an increase in the cost of any of the materials necessary to complete the scope of work for the proposal/contract, then the customer agrees to pay such increase in prices as it exists as of the date Seal Coat Specialties, Inc. states to provide the services and materials required under this proposal/contract.
- This proposal/contract reflects current fuel prices as of date of proposal/contract. If fuel prices continue to rise, a surcharge may need to be added to cover additional costs of fuel.
- Includes a one year guarantee against defects in workmanship and materials as stated below. We do not guarantee against cracking due to heaving or settlement of ground.
- Price does not include permits, surveying, testing, or engineering.
- Price shown does not include Performance and Payment Bond.

TERMS AND CONDITIONS

- 1) **SCOPE OF WORK:** Seal Coat Specialties, Inc. will furnish all necessary labor, material, and equipment to complete the work herein specified unless otherwise specified in this proposal/contract.
- 2) **QUOTATION EXPIRES:** This proposal/contract expires automatically thirty (30) days from the date above unless accepted within the 30 day time period. In addition, if the work is not performed during Seal Coat Specialties' current season, the price may be increased by Seal Coat Specialties, Inc. to reflect price increases in the following season when the work is completed.
- 3) **PAYMENT TERMS:** Per terms expressed in this proposal/contract, not defect in, or unfitness of, the work shall relieve the customer or owner of their obligation to make such payments on time in full. If the balance shown on any invoice is not paid with our terms, a late payment charge, not a finance charge, shall be charged at the rate of 5% per month, on the previous unpaid balances. In addition, if payment is not made when due; Seal Coat Specialties, Inc. may employ an attorney to file a lien or take any other action to enforce collection of the payment due. Seal Coat Specialties Inc. shall be entitled to recover any and all costs of such actions, including, but not limited to reasonable attorney's fees. It is understood and agreed that all sums and payments due herein, including the late payment charge and the attorney fees, are for materials furnished and for services rendered and labor done, at the instance of the owner and/or customer, and if a lien is filed against the property, all such sums will be claimed against the property and the lien will be valid and enforceable for the total amount due including, but not limited to any late payment charge, interest and attorney's fees. The parties further understand and agree that if payments are not made in full as due, Seal Coat Specialties, Inc. at its option may refuse to proceed with the remaining work and refuse to make deliveries. If Seal Coat Specialties, Inc. abandons the work for non-payment, Seal Coat Specialties, Inc may, at its option, be compensated for the materials supplied and work done on a time and material basis or pursue other available remedies, in either event, the late payment charge interest and the attorney's fees shall be paid to Seal Coat Specialties, Inc. in addition to all other sums owed.
- 4) **ACCEPTANCE OF PROPOSAL/CONTRACT:** The person or persons accepting this proposal/contract represent that they are either the owner of the premises on which the work is to be done, or that they are the authorized representative of the owner, and permission and authority is hereby granted to Seal Coat Specialties, Inc. to perform such work on those premises. If Seal Coat Specialties, Inc. is to provide construction stakes and or perform engineering services of any kind, then the person or persons and or the company accepting this proposal/contract hereby covenant and agree to save and hold harmless Seal Coat Specialties, Inc. from and against all damages, claims, costs or expenses whatsoever arising from or growing out of this service as performed including, but not limited to, drainage of water at to direction and amount during construction and thereafter.
- 5) **PERFORMANCE:** Seal Coat Specialties, Inc. cannot assure a completion date since all work is subject to weather conditions, prior commitments at Seal Coat Specialties, Inc. to third parties, mechanical failures, labor difficulties, fuel or material shortages,



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Seal Coat Specialties, Inc.



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fire, governmental authority or regulation, act of God, and any cause beyond the control of Seal Coat Specialties, Inc. In addition, Seal Coat Specialties, Inc. will not be liable for any damage to underground utilities, sprinklers, wiring, or to manholes or valves which are not exposed to view unless we have been notified in writing prior to construction or unless we have been furnished plans which indicate their locations and elevations, and Seal Coat Specialties, Inc. will not be held liable for any damage to underground utilities which were improperly installed or back filled, including but not limited to damage to transit water pipe lines when riser tees have not been adequately and properly supported and poured concrete kick blocks.

- 6) **GUARANTEE:** All work completed by Seal Coat Specialties, Inc. under this proposal/contract is guaranteed against defects in workmanship or materials for a period of one (1) year from the date of installation, unless specifically waived elsewhere in this proposal/contract or in separate written agreement signed by the person or persons (or duly authorized agent) accepting this proposal/contract. Seal Coat Specialties, Inc. is not responsible for settlement or cracking of the pavement due to expansive soils or improperly compacted utility trenches, and also settlement or failures of the pavement due to inadequate compaction of the paving sub-grade when third parties or the owner are responsible for the preparation of the sub-grade.

EXCEPTION: Crack Fill and Pot Hole repairs are guaranteed for 90 days only, due to freeze and thaw cycles.

- 7) **TAXES:** Proposal/contract includes sales or use taxes as applicable on job related materials.
- 8) **CHANGES TO PROPOSAL:** No changes in or additions to the work specified in this proposal/contract shall be performed without a written change order. Such written change order shall specify the additional or changed work to be done, shall specify any additional costs agreed for such work, and shall be signed by Seal Coat Specialties, Inc. and the owner or customer.

ACCEPTED

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Owner/Contractor _____

Signature _____

Date of Acceptance _____

CONFIRMED

Seal Coat Specialties, Inc.

Authorized Signature

Mile M. M. M.

Barbara A. Dull
President

Please advise date of commencement G.S.P.

Robert C. Baker 8-5-22
TREASURER