

Approx 2,300' ↗ 2





PROPOSAL

3494 SHEARWATER STREET
NAPLES, FL 34117-8414
(239) 435-7200
FAX (239) 435-7202

IWSD
PROPOSAL SUBMITTED TO:

April 17, 2017
DATE

PROPOSAL #

STREET

Larry Benjamin
SALES REPRESENTATIVE

CITY, STATE, ZIP

Asphalt Repair
JOB NAME

Joann Ramey
ATTN.:

1003 1st St.
JOB LOCATION

PHONE NO. FAX NO.

WE PROPOSE hereby to furnish all labor, materials, equipment and services necessary to complete the following:

FLOWABLE FILL 6' X 3' X 5', MILL AND RESURFACE 50' X 15' 8", AND WHITE STRIPE

Project total = \$37,500.00

CUSTOMER - SIGNATURE & DATE

QUALITY ENTERPRISES USA, INC. - SIGNATURE & DATE

CONDITIONS

1. PURCHASE ORDER TERMS, CONDITIONS OR PROVISIONS INCONSISTENT WITH THESE CONDITIONS AND THE WRITTEN PROPOSAL ATTACHED HERETO ARE INEFFECTIVE. THESE CONDITIONS AND THE PROPOSAL ATTACHED HERETO ARE REFERRED TO HEREAFTER AS THE "AGREEMENT". THIS AGREEMENT CONSTITUTES THE ENTIRE CONTRACT OF THE PARTIES. ALL PRIOR DISCUSSIONS AND AGREEMENTS ARE MERGED HEREIN. THIS AGREEMENT, ANY CHANGE ORDERS, WAIVER, OR MODIFICATION OF THIS AGREEMENT SHALL NOT BE BINDING UNLESS IN WRITING AND SIGNED BY A CORPORATE OFFICER OF QUALITY ENTERPRISES USA, INC. ("CONTRACTOR"). ALL CHANGE ORDERS SHALL BE SUBJECT TO THESE CONDITIONS.
2. "MATERIALS" SHALL INCLUDE ALL EQUIPMENT, MATERIALS, PRODUCTS, AND PARTS SUPPLIED PURSUANT TO THIS AGREEMENT. NO WARRANTY OF MERCHANTABILITY, FITNESS, OR OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY SHALL APPLY TO MATERIALS PROVIDED BY CONTRACTOR. Contractor's liability with regard to defective labor shall be limited to repairs to or replacement of property improperly installed, serviced or directly damaged by Contractor. In no event shall Contractor be liable for consequential or special damages, such as lost profits, or for transportation, installation, adjustment, remediation of environmental contamination, cleanup of spillage of hazardous materials as hereinafter defined, or other expenses which may arise in connection with the materials, installation or other service provided pursuant to this Agreement. Further, in no event shall Contractor's liability arising out of the work, installation, service and materials described in this Agreement exceed \$10,000.00. Notwithstanding the foregoing, Contractor assigns to Customer the right to enforce against any manufacturer of materials any warranty provided by the manufacturer of the materials.
3. Once signed by a corporate officer of Contractor and by Customer, this Agreement shall constitute a legally binding agreement. Due to the uncertainty of prices of materials and equipment, prices quoted are those currently in effect. Prices may be significantly higher at time of delivery and, if so, such increase shall be added to the contract price. If such increases are unacceptable to Customer, Customer may elect to cancel this Agreement.
4. Contractor's review of any specifications, drawing, or take-offs is for the convenience of the Customer, and Contractor gives no warranty of fitness for particular purpose and shall not be liable or responsible (i) for any errors or inconsistencies contained in said specifications, drawings, or take-offs, (ii) for failure to accurately interpret said specifications, drawings, or take-offs, or (iii) to provide proper materials pursuant to said specifications, drawings, or take-offs. Customer is solely responsible for determining if the materials proposed herein meet Customer's requirements.
5. Contractor shall not be responsible for loss or damage to materials while in transit on any carrier not owned by Contractor.
6. On underground tank installation, Customer shall supply water for hold-down product (at least 98% of tank's capacity) at job site at time tank is set in excavation.
7. This Agreement does NOT include: (1) Removal and/or replacement of underground objects encountered during excavation, including but not limited to rock and utilities. Any unforeseen underground conditions, e.g. water, rock, electric, telephone, water lines, or other utilities, disposal of contaminated soils or materials, running sands, and/or other obstacles will be handled at an additional cost to the Customer on a time and material basis (2) Removal and disposal of any liquids in tanks: assume price of \$0.75/gallon or \$450.00, whichever is greater, assuming the liquid contains no hazardous or contaminated materials as defined herein. (3) Removal and disposal of contaminated soil or material. (a) If contaminated soil, material or free product is encountered, Contractor will discuss a plan of action with Customer. Customer should be present during excavation. (b) Customer is responsible for all contamination encountered during the removal of underground tanks, as well as spillage which normally occurs during the excavation and tank removal process. (c) Contaminated soil will be disposed of and additional clean fill material supplied, at additional cost and only at the direction of the Customer. Disposal cannot begin until additional lab results are received. (4) Removal and/or disposal of any sludge from tanks. If Customer authorizes, Contractor will dispose at additional cost. (5) Disposal of tanks lined with epoxy or fiberglass. (6) Working with hazardous materials. Disposal is based on all soil and materials not being hazardous or contaminated, the latter terms describing substances or conditions that (i) are subject to regulation by federal, state or local authority, including without limitation regulation in their handling or storage; or (ii) have been deemed to be harmful to human health by any federal, state or local authority; these terms include without limitation petroleum products and other hydrocarbons. (7) Engineering and/or surveying-layout. (8) Permits: An additional charge of the cost of the permit(s) plus 20% will be charged. (9) Plans, site check, site assessment, corrective action or other response activities required by federal, state or local regulation, other than the physical removal of the tank. Customer shall be responsible for all plans, response or remediation reports, studies and actions. (10) Bonds of any kind or nature - the cost of the bond(s) plus 20% will be charged. (11) Sales, use, or other taxes imposed on the service and materials provided hereunder, and/or Contractor's equipment. Customer shall pay all such taxes. (12) Cost to Contractor of disposing well point water off-site.

CUSTOMER - SIGNATURE & DATE

QUALITY ENTERPRISES USA, INC. - SIGNATURE & DATE

8. If Contractor determines that soil or other material is contaminated, Contractor may stop work, and Customer shall be responsible for 100% of the costs attributable to the work performed until such stoppage, including without limitation labor performed, materials purchased, equipment rented, and reasonable overhead and profit. Any further work performed by Contractor shall be performed on terms acceptable to Customer and Contractor.

9. It is the Customer's responsibility to submit an Underground/Above Ground Storage Tank notification form to the proper government authorities and to conduct all other site check, site assessment, or corrective action. Contractor will assist Customer if requested.

10. Customer grants to Contractor a first priority security interest in all materials delivered hereunder to secure payment in full. Customer shall execute such documents as Contractor may request to perfect its security interest. Contractor shall have the right, in addition to all others it may have, at any time Contractor deems itself insecure for payment or Customer defaults, to withhold shipments in whole or in part, to stop work (without further obligation to Customer, and to recover Contractor's costs to date, reasonable overhead, and profit), recall materials in transit, retake same and repossess all materials which may be stored with Contractor or stored or installed with Customer, without notice or court proceeding. Customer consents that all materials so recalled, retaken or repossessed shall become the absolute property of Contractor. Customer shall receive ten days' notice of sale (which may be public or private) of such materials and credit for the resale price, less costs of sale. This does not release the Customer from full liability under this Agreement.

11. Forbearance or failure of Contractor to enforce any of these Conditions or to exercise any right accruing on any default by Customer shall not waive or impair Contractor's rights hereunder, nor shall such forbearance or failure be deemed a waiver of Contractor's rights in case of other or future defaults by Customer.

12. Deliveries are subject to availability of materials at the time specified for delivery. Contractor shall have no liability for delays caused by unavailability of materials, strikes, fire or other events beyond the control of Contractor.

13. All claims against Contractor based on this Agreement the labor or service performed, or materials supplied hereunder, must be made by the Customer to Contractor in writing within 10 days after the breach or claim was or should have been discovered, whichever is earlier. Failure to give such notice within such time shall constitute a waiver of such claim, and Contractor shall not be liable therefore. Any suit brought based on this Agreement, the labor or service performed, or materials supplied hereunder shall be brought within one year of substantial completion of the work provided for herein, or such claim shall be forever barred.

14. Terms: Net 15 days upon completion with progress payment due net 15 days following invoice date; interest: 18% annual percentage charged following 15 days from date of invoice. Customer shall pay all of Contractor's reasonable costs and/or attorney fees incurred as a result of any breach by Customer.

15. This Agreement shall be governed and construed according to the laws of Florida without regard to its choice of law provisions. In the event of any dispute hereunder other than collection by Contractor, the parties shall first mediate the dispute through a mutually acceptable mediation service, or if none, then through Public Adjudication Center of Duke University Law School, and then, if necessary, arbitrated in accordance with the rules of the American Arbitration Association. Such mediation and arbitration shall take place in Naples, Florida.

WHEN EXECUTED BY THE CUSTOMER AND QUALITY ENTERPRISES USA, INC.'S CORPORATE OFFICER, THIS PROPOSAL WILL CONSTITUTE A BONAFIDE CONTRACT BETWEEN THE PARTIES, SUBJECT TO ALL TERMS AND CONDITIONS ON ALL PAGES INCLUDED IN THIS PROPOSAL AND ANY WRITTEN ADDITION THERETO.



1900 Seward Avenue
Naples, Florida 34109
(239) 587-6221 • (239) 587-7410 Fax
www.bonnessinc.com

Proposal 4/13/2017

Submitted To: Immokalee Water & Sewer District

Estimate Number: 128802017

Address: 1020 Sanitation Road
Immokalee, FL 34112

Bid Title: Immokalee Water And Sewer -
Roadway Repair

Project Location: CR 846 @ Bethune Rd.

Contact: Jo Ann Ramey

Project City, State: Naples, FL

Phone: (239) 658-3630 Fax: (239) 658-3634

Engineer/Architect: N/A

Item #	Item Description
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CR 846 Roadway Repair

01	Mobilization
02	Maintenance Of Traffic
03	Mill Pavement
04	Limerock Base Repair
05	1-1/2" SP-12.5 W/ Poly
06	Thermoplastic Pavement Markings (FDOT Spec.) 90 Mil (Includes 30 Day Temp. Striping.)
07	Sod - Bahia

Total Bid Price: \$31,929.42

- Notes:**
- * Subject to prompt acceptance within 30 days and to all conditions stipulated on the reverse side, we agree to furnish materials and labor at the price(s) set forth above.
 - * The above scope of work is approximately 106 SY.
 - * Asphalt placed by hand will have a different texture than asphalt that is mechanically laid.
 - * Permits and/or fees (if necessary) by others.
 - * Due to existing grades and conditions Bonness Inc. can not guarantee 100% drainage of surface water following resurfacing.
 - * New asphalt will scar with wheel steering, this scarring is an industry wide occurrence and is normal. This will dissipate with the curing process.
 - * Bonness Inc. is not responsible for unknown utility conflicts.
 - * Lane closure fee's by others.
 - * Any deviation of contracted work will require a signed change order. No work related to any change order item will commence until executed by all parties.
 - * Watering of sod by others.

Payment Terms: Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.



1900 Seward Avenue
Naples, Florida 34109
(833) 587-6221 • (938) 587-2410 Fax
www.bonnessinc.com

ACCEPTED:

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

Buyer _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Bonness Inc.

Authorized Signature: _____

Estimator: Joe Nagy

CONDITIONS OF BID/PROPOSAL

1. Acceptance of this proposal by the party to whom it is submitted, ("Owner"), shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing BORNESS INC. to commence work or preparation for work will constitute acceptance by Owner of this Proposal and all its terms and conditions. Quotations herein, unless otherwise stated, are for immediate acceptance and subject to change.
2. Contractor shall be paid monthly progress payments on or before the tenth (10th) of each month for the value of work completed plus the amount of materials and equipment suitable stored applied to the contract sum less the aggregate of previous payments to contractor. Final payment shall be due when the work described in this Proposal is substantially completed. Sales of materials are payable in cash on delivery of the goods.
3. No back charges or claim of the Owner for services shall be valid except by the agreement in writing by Contractor before work is performed.
4. All sums not paid when due shall bear interest at the rate of 1 ½% per month from due date until paid or the maximum legal rate permitted by law whichever is less, and all costs of collection, including a reasonable attorney's fee, shall be paid by Owner.
5. If the Owner fails to make payment to Contractor as herein provided, then Contractor may stop work without prejudice to any other remedy it may have.
6. Owner is to prepare all work areas so they are acceptable for Contractor's work under the contract. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work until job completion. The Owner represents and warrants that it shall coordinate the work and performance of its own forces and any other contract on the site or related to Contractor's work so as not to delay, hinder or interfere with Contractor's performance thereof, and so as not to create additional costs to Contractor. If the work of Contractor is delayed, interfered, suspended or otherwise interrupted by Owner, Owner's architect or by any person or act within the power of Owner to control, then Owner shall be liable to Contractor for any increased or extended costs.
7. After acceptance of this Proposal as provided, Contractor shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. Contractor shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delays caused by the owner, architect, or engineers; armed conflict or economic dislocation, resulting therefrom; embargoes, shortages of labor, equipment or materials production facilities or transportation; labor difficulties, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations, fires, floods, accidents and acts of God.
8. All workmanship and materials are guaranteed against defects for a period of one year from the date of installation, except those items carrying a manufacturer's warranty which are warranted to the extent of the manufacturer's warranty. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Contractor will not be responsible for special, incidental, or consequential damages. Contractor shall not be responsible for damage to its work by other parties. Any repair work necessitated by caused damage with be considered as an order for extra work.
9. Owner or Owner's architect shall advise Contractor in writing of any defect or deficiency in the work at the same time are observed. After completion of the work called for by this contract, Owner shall provide a written list of any construction defects or deficiencies to Contractor within fifteen (15) days of receipt of notice of completion from Contractor. Contractor shall remedy those deficiencies within fifteen (15) days unless a longer time is reasonably necessary.
10. Work called for herein is to be performed during Contractor's regular working hours. Overtime rates will be charged for all work performed outside such hours at extra costs when requested or required by Owner.
11. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.
12. Notwithstanding any provision contained in this Proposal or any of the contract documents for this construction project, Contractor may file a lien or claim on its behalf in the event that any payment to contractor is not made as and when provided for by the agreement.
13. The owner shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be specifically named in this Proposal and no liquidated damages may be assessed against Contractor for delays or causes attributed to other contractors or arising outside of the scope of this Proposal.