



PROPOSAL / CONTRACT AGREEMENT

Ranger Construction Industries, Inc

Central Division Offices

1200 Elboc Way
Winter Garden, FL 34787
(407) 656-9255

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Fort Pierce, FL 34981
(772) 464-6460

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(954) 275-4513

Contact: Bill Yoder

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Proposal # 210131

Quote To: City of Port St. Lucie

Bid Date: 01/14/2021

Address: 121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Project Name: The Estates at Sawgrass Lakes

Phone No: 772-871-5187

Project Number:

Contact:

Addendum:

E-Mail Address:

Plans Eng. /Date:

Client #	Description	Quantity	Unit	Unit Price	Ext Price
	BRICK PAVER PROTECTION	1.000	LS	\$3,910.00	\$3,910.00
	1" ASPHALT REPAIRS	176.000	SY	\$ 60.45	\$10,639.20
	3/4" AVG SP-9.5 ASPHALT OVERLAY	8,049.000	SY	\$ 7.50	\$60,367.50
				Grand Total:	\$74,916.70

General Conditions:

- Ranger's proposal including all notes, terms and conditions mentioned here-in must be signed where stated. Should the Owner or Contractor require a form other than Ranger's Contract Agreement, Ranger's full proposal must be referenced as an attachment in the contract and must be signed by an authorized representative of both companies.
- Unless otherwise indicated in writing, this quotation expires 30 days from date of proposal. This proposal may be extended for additional periods of time, at the sole discretion of Ranger.
- This proposal was based upon Rangers work to be completed by **03/31/2021** regardless of any delays. Should the project fail to be completed by that date, Ranger reserves the right to renegotiate an adjustment to the prices quoted.
- Ranger's bid was based on up to **1** mobilization for the Asphalt paving operations. Each additional mobilization to be billed at \$7,000 each. A mobilization is defined as any time Ranger moves onto the project or is required to move equipment to a different location on the project. If transports are required, a mobilization will be charged.
- If the project includes any milling, the number of mobilizations for the milling was based on **(NA)** mobilization. Each additional Mobilization to be billed at \$2,500 each.
- If leveling is required which is not indicated in the plans and requires to be performed in a separate operation, will be billed at a rate of \$200 per ton. Asphalt overruns will be billed at a rate of \$130.00 per ton.
- Prices were based on using recycled Asphalt products (RAP) unless otherwise specified. The asphalt thickness is based on average thickness (Not Minimum) unless otherwise specified.
- Ranger is not an engineering firm. Ranger will not be responsible for any pavement failures which may occur by performing work specified by owner or suggested by Ranger to meet owner's budget.
- As the original base was designed and previously installed by others, Ranger cannot guarantee this asphalt surfacing against possible future cracking, settlement, drainage problems, minor birdbaths or root heave by adjacent plant material. We do, however, guarantee our own work against all defects in materials and workmanship for a period of one year.
- If the project consists of multiple lifts of asphalt, retainage shall be released upon completion of first lift of asphalt, if the final lift will not be completed within 30 days or less from completion of previous lift.
- Cracks in the existing asphalt will reflect through the new asphalt over time
- New asphalt pavement is subject to scuffing, marking and tire tracks. Ranger is not responsible for these issues.
- Ranger will not be responsible for "Bird Baths "or Water flow on the project when the design grade is less than 1.0 percent fall.
- Unless the item is bid as a Lump Sum (LS) item, all prices are per unit and final payment to be based on the actual units of work performed on the project. All monies not paid when due shall bear interest at maximum rate allowed by law.
- Ranger shall not be responsible for any pre-existing environmental or hazardous conditions.
- If this project requires special or prevailing wages, unit price may be affected, and this proposal shall be subject to revision.
- Ranger will not be responsible for any damage caused by vibratory rollers required to achieve the required densities on the project. (i.e. broken windows, cracked foundations, structures etc.)

18. Proposal based upon all quoted items being awarded as a package.
19. This quotation and agreement shall be governed by the laws of the State of Florida, without regard to principles of conflicts of laws. Venue of all proceedings shall be in Palm Beach County, Florida and Client waives its rights in selection of venue and hereby consents to jurisdiction.
20. No back charges or claims of the client shall be considered by Ranger, unless presented in writing. Client shall allow Ranger a reasonable opportunity to correct any defect. Failure to do so shall relieve Ranger of any cost obligations thereto.
21. Any changes to this proposal without prior approval from Ranger shall void this proposal. All changes must be initiated by both parties.
22. Ranger will require approximately **3** shifts to complete our work. A shift is defined by working the maximum hours allowed per plan. Any day which Ranger is unable to perform a complete shift, will not count towards the total working shifts needed by Ranger.
23. Any Punch List items must be submitted in writing. No repairs will be made until 90% of the invoice amount has been paid.
24. If quantities are provided by client, pricing may be revised if the work is deemed different than represented at the sole discretion of Ranger. If quantities provided by Client vary by more than 10% from plan, Ranger reserves the right to adjust its unit prices.
25. Ranger shall be provided with suitable access to the work area. If Ranger'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 Ranger to perform its work in an uninterrupted single shift operation. Delays to Ranger shall be paid at a rate of \$800.00 per hour.
26. Only light sweeping included, no removal of lime rock wedges or heavy sweeping included.
27. Ranger shall not be held responsible for pavement damage due to hydrostatic pressure, solvent/fuel/oil damage, subgrade or base failure, or any other cause not clearly indicating Ranger's negligence.
28. Ranger assumes when contacted by contractor that base/subbase are within specification tolerance, design elevation & cross slope. Ranger will be compensated per unit rate for any overruns due to elevation/ cross slope corrections of no fault of Ranger.
29. If new asphalt is to be laid directly onto existing pavement that has previously been seal coated, Ranger shall not be responsible for peeling/raveling/sliding/delaminating/deterioration of the new asphalt overlay.
30. If an agent and/or attorney is employed by Ranger for collection of any delinquent payment, client agrees to pay in addition to the service charges, all fees for the services of such agent and/or attorney (including but not limited to all fees and cost incident to any appeals) together with all costs, charges and expenses, regardless of whether or not suit is brought.
31. This proposal specifically excludes the acceptance of a "Pay when Paid" payment clause.
32. This proposal specifically excludes acceptance of "flow down" clauses.
33. This proposal specifically excludes acceptance of "off-set" clauses.
34. Ranger will require a minimum of 3 days production for paving operations per mobilization. If areas provided are not conducive to meeting this requirement Ranger reserves the right for additional compensation.

Inclusions:

1. Quality Control Asphalt testing at the Plant is included in the bid.

Exclusions:

- Survey / Asbuilts
- All CQC sampling and testing
- Does not included paving tie-in entrance to Parr Dr. because that already has the final lift.
- Any Permits and fees, utility locations or adjustments, asphalt patching, trench cut repairs, temporary or permanent pavement markings or removal of existing or conflicting pavement markings and RPMs, unless specifically listed as a bid item.
- The above stated exclusions may not list all items. Unless Ranger's quotation specifically states bid item, it is not included in Ranger's scope of work.

The Estates at Sawgrass Lakes / 210131

Signature Sheet

Note: This proposal may be withdrawn by Ranger Construction Industries, Inc. if not signed and received in our offices within 30 days of date of quote.

Submitted By: Bill Yoder Date: 01/14/2021
Bill Yoder

PLEASE SIGN AND RETURN UPON ACCEPTANCE

- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified.
- Payment will be made within 10 days of completion and monthly progress payments will be made by the 10th of the month for work performed the previous month.
- In the event that the amount herein shown is not paid when due, interest at the prime rate plus 10% per annum shall accumulate on the total due.
- All costs of collection shall be paid by the customer, including reasonable attorney fees.

Accepted by Client

Authorized Signature: _____ Title: _____
Date Signed: _____

Accepted by Ranger Construction Industries, Inc.

Upon execution of this proposal by Ranger Construction Industries, Inc's, authorized agent below, this document becomes a contract.

Authorized Signature: _____ Title: _____
Date Signed: _____