



**RIVERWALK
HOMEOWNERS'
ASSOCIATION, INC.**

BOARD OF DIRECTORS' MEETING

**6285 Riverwalk Lane, Jupiter, FL 33458
at Pool #2**

Thursday, July 3, 2025, at 7:00 p.m.

AGENDA

- I. Determination of Board Quorum**
- II. Call to Order**
- III. Approval of Agenda**
- IV. Board of Directors Meeting Procedures**
- V. Approval of previous Board Meeting Minutes**

- VI. New Business**
 - Brothers Gutters-Installation of Gutter Guards
 - All County Walking Path Proposal
 - Roof Cleaning

Adjournment

Posted July 1, 2025



Brothers Gutters of Jupiter/West Palm Beach, FL
317 Rudder Cay Way
Jupiter, FL 33458
Web <https://www.brothersgutters.com/jupiter-west-palm-beach-fl>

Estimate
#EST 9344

Service Address

Riverwalk Condos
6285 Riverwalk Ln
Jupiter, FL 33458

Work Date:

6/1/2025

Tech Phone:

Contact:

Dave Huggins

Technician(s):

Summary

community gutter cleaning vs gutter guards

Scope:

SCOPE OF WORK - PLEASE READ ALL OF THIS

Unfortunately our very dry winter has caused the trees drop much more debris than usual and your gutters are under heavy stress again from tree debris. With the oncoming rainy/hurricane season, this has been a problem because the debris is causing the gutters to hold water, get heavy, and break seams. This is not caused by bad installation, but by stress from heavy wet debris overwhelming the gutter system. This was a problem with your previous gutter system as well, but the hope was that the larger gutters and the possibility to install larger downspouts in many places would help manage the debris better. Unfortunately, on many of the units with screen enclosures, we had to install 2x3 downspouts (instead of 3x4) because the cage frames only fit that size downspout. This was discussed with and approved by the property manger because the only other option would be having the enclosure frames adjusted.

Attached to this estimate is a breakdown of what I saw when I walked your full community. It lists the four sides individually of each building in your community and what they could possibly need for gutter guards. I measured "at risk" sections and described what sort of debris will be gathering in the gutters. When the debris was considered "large leaf" debris, it was listed as OAK. When the debris was considered a finer/pine needle debris, it was listed as PINE. I also listed sections that might not be directly under a tree as VALLEY because multiple rooflines come together and direct leaf/pine debris into the gutters. Unfortunately, many of the "valley" sections are also gutters over screen enclosures that required the 2x3 downspouts.

My suggestion is this... either the community needs to get on a regular gutter cleaning schedule (full community twice a year with some of the more at risk gutters possibly 3 times a year) or you need to consider the installation of gutter guard debris protection.

PARTIAL INSTALLATION (as listed on attached building breakdown):

To install the appropriate gutter guard protection on the 2,252 feet of gutter measured as OAK would cost \$13,500. This price is quoted at a discount of \$4,500

To install the appropriate fine debris gutter guard on the 207 feet of gutter measured and listed as PINE would cost \$1,775. This is quoted at a discount of \$415

To install the appropriate gutter guard protection on the suggested 917 feet of VALLEY roofline would cost \$5,500. This is quoted at a discount of \$1,835.

FULL COMMUNITY INSTALLATION (all gutters on all buildings):

To install the appropriate gutter guard protection on the approx 7,000 feet of gutter measured as OAK would cost \$42,000. This price is quoted at a discount of \$14,000.

To install the appropriate fine debris gutter guard on the 800 feet of gutter measured and listed as PINE would cost \$6,800 This is quoted at a discount of \$1,600

The cost to install gutter guards includes a FREE thorough internal cleaning of any gutter to have gutter guards installed. When my crew is on up on each roofline, they will see if MORE guards are needed.

The total cost for gutter guards on the full community is \$48,800. This is cost would be paid for within 3 full community cleanings (it is suggested that you have these gutters cleaned a MINIMUM twice a year). Gutter guard installation helps prevent a gutter's worst problem (debris collection/weight) from negatively impacting gutter drainage pitch and breaking seams.

>Description of the Work:

THIS estimate is for the internal cleaning of the rain gutters on 49 buildings (6166 has no gutters). This estimate will include any needed adjustments or possible repairs/caulking to the rain gutters where we see there is an issue. My experienced gutter techs will inspect all gutters and if repairs are needed to the system, take care of them while we are up cleaning gutters.

A couple notes:

>Our typical STARTING price for a cleaning on a house is \$350... This cost includes the time and labor to ladder up and safely work on upper level gutters. Buildings with roofs as high and steep as your usually is a \$450 minimum, but since we have a strong history with your community and really appreciate the relationship, I priced each building at the minimum \$350 price level. This is AT LEAST a savings of \$4900 from what I would typically quote a job this size.

>About us: The Brothers that just do Gutters are a community minded, client-focused gutter contractor who understands the importance of investing in our employees, and providing our clients with a 5-star experience. We believe in the importance of honesty, integrity, and transparency.

>Training and Installation: All of our installers are directly employed and trained by The Brothers that just do Gutters. We do not use day labor/subcontractors like many of our competitors do and we do not use low quality materials to keep our price down. We DON'T CHEAT. Please understand that we will probably not be the lowest quote you get for the gutters on this project... but you will not find a company that cares more about their customers or one that strives for better customer service before, during, and most importantly, after the installation.

>Insurance: The Brothers that just do Gutters are fully covered by a General Liability policy and all of our installers are covered by a Workman's Compensation policy.


>Warranties: We guarantee against any defects in workmanship/labor for a period of five (5) years from the date of its completion and a twenty (20) year material warranty subject to terms laid out in the annexed Limited Warranty. This warranty for installation/labor can be extended for an additional five (5) years, for a total of ten (10) years, upon the purchase and installation of an approved gutter guard system. The gutter guard system must be purchased through and installed by The Brothers that just do Gutters.

>5 Star Service: We aim to ensure every interaction is a 5 star experience and can't wait to work together!

50% deposit is due at estimate approval and before any work gets scheduled. Balance is due promptly on completion of the job.

There is a 3% Convenience fee that will be applied if the customer chooses to pay by credit card. This fee will not be charged if payment is by cash, check, or Zelle (Zelle address is matthew.Dowd@brothersgutters.com - fyi- this comes up as Daddy O LLC)

Any questions, please feel free to reach out to our owner... THAT'S ME! - Matt Dowd (561) 676-4415

Item	Description	
Interior Gutter Cleaning - Base	Cleaning of the interior of a gutter system either by hand or leaf blower. CLEANING OF 49 BUILDINGS OFFERED OF ALMOST 20% OFF TYPICAL PRICING BECAUSE OF OUR PAST WORK WITH YOU. - A \$4900	
		Subtotal: \$17,150.00
		Tax: \$0.00
		Total: \$17,150.00

Payment Date	Type	CC/Check Number	Amount
		Total	\$0.00

By affixing my signature hereto, I represent that I have read this proposal and accept it as written, and agreeable to me. I understand that I have the legal right to cancel up to three (3) days from the date of signing this contract. I am requesting that The Brother That Just Do Gutters proceed to order materials and schedule work. I further understand that there is a 50% deposit required to schedule my installation.

Customer Signature

Date

7/1/2025



Recommended work



6/5/25 12:05 AM

The Brothers that just do Gutters | Terms and Conditions of Service

1. Introduction. Our estimate is based upon our reasonable judgment and expires after 30 days. The following are our Terms and Conditions of Service. These Terms and Conditions of Service, together with the estimate above, form an agreement ("Agreement"). Even if this Agreement is not signed, through oversight, or because it is misplaced, or any other reason, you understand that unless we otherwise agree in writing, any work we do for you is subject to the Terms and Conditions of Service set forth in this Agreement. Therefore, we ask that you review the Agreement carefully and contact us promptly if you have any questions. We suggest that you retain a copy of the Agreement. We and you are defined above and referred to collectively herein as the "parties," and each individually as a "party."

2. Services. We shall provide you with such services (the "Services") as may be requested by you from time to time during the Term (as defined below) and as specifically described in the above. You acknowledge that our obligations under this Agreement are limited to providing the Services identified in the above. We are not responsible for and shall not be liable for: fascia rot, soffit rot/damage, rafter tail rot/damage, utility line removal or other repairs or preparatory work needed before Services can be performed; unforeseen conditions discovered after Services begin; vermin, pests or other infestations; the performance, acts, omissions, or breaches of contract of any party providing goods or services to you, including, any vendor, or supplier, and delays of any kind (including delays in obtaining permits, licenses, approvals, installation or delivery); errors or omissions in materials or design; nor cost overruns or changes, whatsoever. Title and risk of loss to materials furnished by us during performance of the Services shall pass to you upon delivery, subject to our right to a purchase money security interest until you have paid for such materials.

3. Certain Consents. You authorize and consent to our taking the steps we deem necessary to comply with all applicable federal, state and local safety regulations and industry standards relative to fall protection applicable to work being conducted on elevated surfaces or in areas with the potential for falls including, without limitation, the use of lifelines, lanyards, and climbing devices attached to your roof or ridgeline. You further authorize and consent to our placing any yard sign advertising our services on your lawn that is permitted by applicable zoning and other regulations.

4. Fees and Payment. You shall pay to us the fees set forth; plus, other amounts described in this Section (collectively the "Fees"). You must pay us ninety (90%) of the total fees due at the time you request a delay in our Services for any reason. Except to the extent provided above, you shall pay Fees for all Services on a time-and-materials basis pursuant to our then-current rates. You shall compensate us for all costs and other overhead and expenses that are incurred by us in providing the Services including, without limitation: (i) required permits, licenses, and approvals; (ii) materials and services; (iii) contractor subcontractor, supplier and other fees and costs we incur on your behalf; and (iv) all other costs and expenses incurred in providing the Services. All Fees are fully earned upon signing the Agreement and are nonrefundable. You shall make payment as indicated above, but in no event later than five (5) days after the date of completion of Services unless we agree otherwise in writing. Thereafter, we may impose a late charge of 1% of the unpaid balance of the invoice per month. You also agree to pay for all cost of collection, including but not limited to, collection agency costs, court costs, and reasonable attorney fees, due to your failure to make payments under this Agreement when due. Any deficiencies in the Services must be identified in a written rejection within ten (10) business days of receipt of the applicable invoice, otherwise, payment shall constitute acceptance of the Services, such that we are deemed to have met all requirements set forth in this Agreement.

5. Term and Termination. This Agreement will commence upon the parties signing and remain in effect until all Services described in the Agreement are completed (the "Term"). We may terminate this Agreement at any time if you fail to make any payment when due or you are in material breach of this Agreement, effective upon written notice to you. Expiration or termination of this Agreement will not excuse you of your obligation to pay us any Fees or other monies that have accrued as of the effective date of expiration or termination. This Agreement and the payment of Fees is noncancellable.

6. Warranty. We shall perform the Services in accordance with a reasonable standard of care or skill consistent with applicable industry standards. If a court of competent jurisdiction determines that we have breached the applicable standard

of care, your sole and exclusive remedy shall be for us to reperform the Services or, at our option, refund the amount actually paid for such Services found to be deficient. All installation of gutters, hangers, corners, end caps, elbows and downspouts performed by Supplier ("Installation Work"), will include the following Limited Warranty ("Limited Warranty"). Subject to the conditions and exclusions set forth below, all Installation Work will be free from material defects in our workmanship for a period beginning on the date of completion of the Services and lasting for ten (10) years for Installation Work that includes our approved gutter guard system, and five (5) years for all other Installation Work (as applicable, the "Warranty Period"). Your sole and exclusive remedy and our sole and exclusive liability under this Limited Warranty will be for us to repair or replace the deficiency or, at our option, to refund the amount paid for the deficient Installation Work. This Limited Warranty does not apply to materials, components, supplies, parts, or goods manufactured by a party other than us (the "OEM"), including that the Limited Warranty does not cover defects in the finish, color, chipping, or blistering of gutters. All such materials will be governed solely by the OEM's warranty, and your sole recourse with respect to such materials will be under the OEM's warranty to the extent the warranty is transferrable to you. This Limited Warranty does not apply to any damage, failure or other issues caused by your failure to comply with our and/or the OEM's instructions, requirements or warranty conditions including, without limitation, to regularly maintain and remove debris from all parts of the gutter system, refrain from altering or repairing the gutters except by us and notify us of your claim within the Warranty Period. THE EXPRESS WARRANTIES IN THIS AGREEMENT ARE THE ONLY WARRANTIES WE MAKE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. WE HEREBY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. OUR CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY UNDER ANY CLAIM FOR LOSS OR LIABILITY BASED ON, RESULTING OUT OF, OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OR BREACH OF THIS AGREEMENT SHALL IN NO CASE EXCEED THE AMOUNT OF THE FEES THEN DUE AND OWING BY YOU TO US. EXCEPT FOR CLAIMS ARISING FROM YOUR NONPAYMENT OF FEES OR OTHER AMOUNTS DUE US, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE BARRED UNLESS A JUDICIAL PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM.

8. Force Majeure. Neither party shall be held responsible or liable for any loss, damage or delay caused by accidents, strikes, fires, pandemic, government action, floods or other circumstances or other causes beyond its reasonable control (each, a "Force Majeure Event"). A party's performance under this Section will be suspended only for so long as the Force Majeure Event exists. Notwithstanding the foregoing, a Force Majeure Event will not excuse your duty to make timely payment due under this Agreement.

9. French Drains. You agree to inform us or provide a map of any and all subsurface systems in the ground around which we will be excavating for French Drains. We will not be responsible for any damage to any subsurface systems including, but not limited to irrigation, fiber optic, gas, electric or water lines. By accepting this agreement, YOU RELEASE US FROM ANY LIABILITY FOR ANY DAMAGE TO A SUBSURFACE SYSTEM OR ANY DAMAGE RELATING TO OR RESULTING FROM A SUBSURFACE SYSTEM. FURTHER, YOU INDEMNIFY AND DEFEND US FOR ANY LIABILITY (INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES AND RESULTING FEES AND EXPENSES) RESULTING FROM YOUR FAILURE TO PROPERLY DISCLOSE ALL SUBSURFACE SYSTEMS LOCATED AROUND THE AREA WHERE WE WILL BE EXCAVATING.

10. Miscellaneous. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. We provide the Services as an independent contractor and are not your agent, joint venturer, partner, representative, or employee. If you are signing this Agreement as a business entity, then the liability of the business entity and each person signing this Agreement shall be joint and several. Except as to payment of Fees, time is not of the essence in relation to any obligation under this agreement. Any notice required or permitted to be given by this Agreement shall be in writing and delivered by a nationally

recognized overnight courier of general commercial use and acceptance to the contact person for the recipient party at the mailing address above and shall be deemed delivered upon receipt or, if receipt is refused, upon tender of delivery. This Agreement shall be governed by and construed in accordance with the laws of the state where our principal office is located without regard to conflict of law principles, and the parties agree that all actions must be commenced in a state court of general jurisdiction closest to our principal office. No amendment, waiver or consent shall be valid unless in a writing signed by all parties. The headings of the sections and paragraphs are for convenience only and do not define, limit, or construe the contents of these sections or paragraphs. Obligations and rights that, by their nature, are intended to survive termination or expiration of this Agreement shall so survive. This Agreement can be executed in multiple counterparts by facsimile or electronic transmission, and each will be deemed an original.

YOU MAY CANCEL THIS AGREEMENT, WITHOUT PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM SIGNING BY SENDING WRITTEN NOTICE TO US

Riverwalk Condos

Name of Owner

LIMITED WARRANTY

WHAT THIS WARRANTY COVERS

The Brothers That Just Do Gutters ("Brothers Gutters") Limited Warranty guarantees that all work performed by Brothers Gutters, including the installation of the gutters, hangers, corners, end caps, elbows and downspouts will be in accordance with the generally accepted home improvement standards and, with regular maintenance (see Customer Obligations below), will properly function for the life of this warranty. Brothers Gutters will also guarantee against any defects in material including any defects in finish, color, chipping, or blistering of the products under ordinary use and wear for the life of this warranty.

WHAT THIS WARRANTY DOES NOT COVER

The Limited Warranty does not cover: Damage caused by owner abuse, malicious and/or intentional destruction or damage caused to the gutter system. Any acts of Vandalism. Natural wear and or change in finish or color caused by wind, rain, sleet, hail, ice, snow, or by any other Act of God or other environmental conditions. Damage or defects which are the result of characteristics common to the materials used or conditions resulting from condensation, expansion, or contraction of such materials. Any damage to the home as a result of damage to the gutter system. Any alterations or modifications made by anyone other than a Brothers Gutters Specialist. Any defect or damage caused by another person or contractor's work to the building or home following the gutter installation including any work performed to the roof, fascia, drip edge or shingles. Any water going behind their gutters as a result of shingles extending less than 1 inch past the drip edge or fascia. Any damage caused by fire. Any damage caused by impact from any foreign objects. Any damage or malfunction caused by building or home structure settling or foundational distortion.

WHAT IS THE PERIOD OF COVERAGE

The five (5) year Limited Warranty commences upon the completion of the installation of the gutter system and payment is received by Brothers Gutters in full and will continue for five (5) years thereafter. The Limited Warranty may be extended for an additional five (5) years, for a total of ten (10) years, by the purchase and installation of an approved gutter guard system. The approved gutter guard system must be purchased and installed by a Brothers Gutters Specialist within 90 days from the date of the original installation. If the approved gutter guard system is installed on a date after the original installation, the extension of the Limited Warranty will be subject to an evaluation of the gutter system by a Brothers Gutters Installation Specialist.

WHAT ARE THE CUSTOMERS OBLIGATIONS

Customers, in order to be eligible for any benefits set forth in this Limited Warranty, must provide regular maintenance and debris removal from the gutter system including the gutters, elbows, down spouts, extensions and drainage pipes. Failure to provide evidence of regular maintenance may void any Warranty.

WHAT WE WILL DO TO CORRECT PROBLEMS

Brothers Gutters will repair or replace any damaged portion of the gutter system up to the entire gutter system. The Limited Warranty will cover up to the total amount of footage of gutter, downspout and/or gutter guards purchased in the original contract. In the event the entire footage initially purchased by customer in the contract is replaced, the Limited Warranty will automatically terminate.

WHAT WE WILL NOT DO

Brothers Gutters will not repair or replace any undamaged portions of the gutter system as determined by a Brothers Gutters Installation Specialist. Brothers Gutters will not for any reason repair or replace any damage to Customer's home.

HOW TO MAKE A WARRANTY CLAIM

Customer must notify Brothers Gutters within five (5) days of any claimed damage or as soon thereafter as the damage is discovered by phone and email. Brothers Gutters will accept warranty claims 24 hours a day, 7 days a week, 365 days a year at the number and email address set forth within the original contract. All claims must be made within the period of

coverage and provide the name and address of the Customer; a brief description of the damage; location of the damage; what caused the damage and a number and email address where the Customer can be reached during the day and night.

FAILURE TO PROVIDE NOTICE AS SET FORTH ABOVE WILL VOID ANY WARRANTY.

A Brothers Gutters representative will contact you within five (5) days to schedule a mutually convenient appointment for an Installation Specialist to evaluate the damage. If, in the discretion of the Installation Specialist, the damage is covered under the Limited Warranty, the Installation Specialist will determine and provide a remediation plan to the Customer. All warranty repairs and/or replacement will be scheduled within two weeks of the date the Installation Specialist provides a remediation plan to the Customer.

THE LIMITED WARRANTY IS TRANSFERABLE

This Limited Warranty is transferable to all subsequent purchasers of the home, dwelling building or structure. To transfer this warranty to a new owner, the Customer must have the new owner sign and date the original warranty and forward the same to the Brothers Gutters. Under no circumstance can a warranty be extended by any such transfer. The customer can only transfer the remaining time left on the Limited Warranty. New owner may inquire regarding purchasing an approved gutter guard system to extend the Limited Warranty for an additional five (5) years subject to the provisions set forth herein.

MEDIATION

In the event of a dispute over claims or coverage, Customer agrees to file a written claim to the Brother Gutters and Brothers Gutters will have thirty (30) days to respond to the claim. The parties agree to mediate in good faith before resorting to mandatory arbitration in the state in which the Brothers Gutters division is located as set forth within the contract. Except where prohibited, if a dispute arises from or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions Customer, agrees that;

1. Any and all disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action.
2. Any and all disputes, claims and causes of action arising out of or connected with this Agreement (including but not limited to whether a particular dispute is arbitrable hereunder) shall be resolved exclusively by the American Arbitration Association of the state in which The Brothers That Just Do Gutters division is located under its Commercial mediation rules Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.
3. Any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred to a maximum of \$1500 per claim, but in no event shall include attorneys' fees.
4. Under no circumstance will Customer be permitted to obtain awards for, and Customer hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of this Limited Warranty Agreement, shall be governed by, and construed in accordance with, the laws of the state in which the Brothers Gutters division is located as set forth within the contract without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the state in which the Brothers Gutters division is located as set forth within the contract.

SEVERABILITY

If any provision of this Limited Warranty is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force of effect; but the remainder of this Limited Warranty shall continue in full force and effect.

GUTTER MAINTENANCE AGREEMENT

The Contractor's Obligations.

Contractor will clean all leaves and debris from the inside of all gutters, down spouts, elbows and joints. Contractor will remove all gutter debris from the premises, sweep all sidewalks, decks, patios, and driveways of any debris created as a result of the gutter cleaning. Contractor will perform minor repairs such as re-securing gutters, elbows and applying sealant to any leaky joints or corners. Contractor will provide Owner with an email notification of the scheduled maintenance (due to the volume and nature of the gutter cleaning and maintenance contractor, will not accommodate requests for specific times or dates for scheduled maintenance). Contractor will not be responsible for any damage to the Owner's home or property caused by debris in the gutter system.

The Owner's Obligations.

The Owner shall provide the Contractor with such access to the property as is reasonably necessary for the Contractor to comply with the terms of this agreement. The Owner shall immediately notify the Contractor once the property has been sold, and no longer requires property maintenance services. Owners must maintain a valid credit card on file with Contractor for the payment of each scheduled gutter maintenance/cleaning. Any failure to provide payment within 30 days will be subject to the Delinquent Account Disclaimer set for the below and may result in an immediate termination of this agreement.

Pricing.

Contractor will provide the services set forth herein and outlined in the estimate at the prices quoted therein. Contractor reserves the right to change the price of this agreement upon renewal and can choose not to renew the agreement at their discretion. Contractor also reserves the right to decline and/or renegotiate the maintenance/cleaning upon arrival at the premises if any of the following conditions exist: (i) the scope work is beyond routine maintenance; (ii) there is excessive linear footage; (iii) there is inaccessible or difficult access to the home or gutters; (iv) the house or gutters are in significant disrepair; (v) there is existing gutter protection; (vi) there exists unsafe working conditions. If such an agreement cannot be made service will be cancelled at no further charge to the Owner.

Cancellation Policy.

The Owner may cancel this agreement at any time prior to any maintenance scheduled. All previous balances for work performed must be paid in full before cancellation. Cancellations must be in writing and received via email, fax or mail 30 days prior to the scheduled cleaning dates. Owners that cancel within the maintenance cleaning dates will be charged a cancellation fee up to or equivalent to the full cost of the maintenance/cleaning.

Delinquent Account Disclaimer.

Any sum which is more than thirty (30) days past due will accrue interest at 18% per year. In the event Contractor seeks legal advice with respect to the collection of any amounts due as a result of work performed for the Owner, Contractor will be entitled to collect its actual legal fees, cost, and disbursements, in addition to the principal sum due plus interest.

Term.

This Agreement will automatically renew every year and remain in effect until terminated as set forth herein.

Entire Agreement and Amendment.

This Agreement supersedes all prior negotiations, agreements, and understandings between the Parties with respect to the subject matter hereof and constitutes the entire Agreement. Any amendment or modification to this Agreement must be in writing and must be signed by both Parties.

PROJECT INFORMATION:

Riverwalk Walking Path
6285 Riverwalk Lane
Jupiter, FL 33458
06/18/2025
PROPOSAL NUMBER: 2025-810775

SCOPE OF WORK:

STANDARD MOT:

1. Set up standard MOT to include signage, barricades and/or cones.

ASPHALT PAVING FOR WALKING PATH: Up to 2,020 Sq. Yds.

1. Cut out 14 locations of root damaged asphalt, up to 2,093 Sq. Ft.
2. Cut out and remove surface tree roots then install/compact new base rock flush with existing walk path.
3. Tack walking path with DOT approved primer tack.
4. Level any depressed areas prior to overlay.
5. Install 1 inch compacted average hot plant mixed asphalt S-3
6. Roll and compact areas using a steel drum roller.
7. Remove any related debris from site

PRE-JOB PHOTOS & SITE MAPS



PROPOSAL TOTAL:

All County Paving proposes to furnish the material and perform the labor necessary for the completion of project in accordance to specifications, and subject to the terms and conditions stated herein for the sum of:

\$ 43,972.00

** this price excludes any options.*

Checks payable to M&M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING

**AUTHORIZATION TO
PROCEED & CONTRACT:**

All Prices quoted are subject to change based on market conditions. This proposal price is based on work being completed during the hours of 7:00 AM and 6:00 PM, Monday-Thursday, Friday 7:00 AM – 12:00 PM excluding holidays, nights and weekends. Additional fees will apply if work is required to be completed on holidays, at night or on the weekends. Please contact your sales representative for details.

ACCEPTED: Prices, specifications, terms and conditions are hereby accepted and agreed to by the customer. You are authorized to do the work as specified. Customer agrees to pay the total sum or balance in full upon completion of this project. Payment will be made as outlined below. When signed, this proposal becomes a legally binding contract between All County Paving and the Customer. E&OE

A signed proposal and deposit are required prior to the scheduling of the work.

PAYMENT TERMS:

40 % Deposit | 60% Completion

M&M ASPHALT MAINTENANCE, INC.
D/B/A ALL COUNTY PAVING

Riverwalk HOA

Joshua Gulley

Josh Gulley

Paving Advisor Printed Name

06 / 08 / 2025
Date

Signature of Approval by Customer

Printed Name & Title/Position

Date

☐

Please select if billing information differs from above.

PAVEMENT
MAINTENANCE & RECONSTRUCTION

TOP CONTRACTOR

2014-2015-2016-2017-2018-2019-2020-2021-2022-2023

South FL. Corporate Office
1180 SW 10th St.
Delray Beach, FL 33444
561-588-0949

GIVING CUSTOMERS
AN UNMATCHED ASPHALT EXPERIENCE
35 YEARS OF DEVELOPING UNIQUE SOLUTIONS

Paving Advisor
Josh Gulley
T: 561-279-5908
E: jgulley@allcountypaving.com

www.ALLCOUNTPAVING.com

TERMS AND CONDITIONS

1. Our proposals are limited to included items only, anything not specifically included is excluded from the contract. Any alteration or deviation from proposal specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the contract.
2. The proposal or contract provided, including all stated terms and conditions, shall become a legally binding attachment to any contract entered between All County Paving and the financially responsible company for which the work will be performed.
3. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.
4. For projects requiring city or county permits, All County Paving will coordinate the process and charge Procurement Fees \$795.00 per application, plus cost of permit(s). Any additional work required by the permit(s) will be a change order to the contract. If the Owner / Authorized Agent/ Customer directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner / Authorized Agent/ Customer.
5. Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by authorized representative.
6. It is understood and agreed that all work is performed "weather permitting".
7. Tow Trucks need to be arranged 5 days prior to the start of work and must be on call to remove cars from the scheduled work zone as necessary. The Customer is responsible for towing services and any created delays. If any cars are left in the area of work, All County Paving cannot be held responsible for any damage to the vehicle.
8. The customer is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
9. All County Paving cannot guarantee sealcoat longevity where there is standing water. Cracks in pavement will still be noticeable after sealcoating. Tire turning marks will be visible at first but will disappear over time.
10. If there are existing car stops on the property, the new line striping of the parking stalls will not be installed beyond the car stop(s) unless they are removed. The striping machine cannot fit between the car stops. If you would like the existing car stops removed during the striping phase, there will be additional costs associated with this scope of work. It is the customer's responsibility to inform All County Paving if this is desired prior to commencement of the project.
11. Any broken car stops will be replaced at an additional cost of \$85.00 each.
12. 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.
13. Asphalt Repairs/Paving: If the actual asphalt is determined to be thicker than the proposed depth once the area(s) are excavated, All County Paving will provide photo documentation showing the additional depth and a change order will be sent to customer the additional material.
14. Additional mobilization(s) to be billed at \$2,000.00 each for **Asphalt Repairs**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Customer /Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
15. Additional mobilization(s) to be billed at \$2,000.00 each for **Sealcoating**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Customer /Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
16. Additional mobilization(s) to be billed at \$2,400.00 each for **Concrete Services**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Customer /Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
17. Additional mobilization(s) to be billed at \$7,200.00 each for **Paving**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing. All County Paving will provide a schedule to be approved by Customer prior to any additional mobilizations.
18. If All County Paving is performing milling and/or paving, the customer acknowledges that this work will not result in new elevations/grades. This means that any existing ponding water will not be rectified by performing this scope of work. It is the owner's responsibility to notify the account manager if there is ponding water. The only method to improve standing water is to perform additional rock and grading work which will be an additional cost.
19. All County Paving cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
20. All County Paving will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.
21. This Proposal does not include asphalt leveling or asphalt overruns unless stated otherwise in the original scope of work. Customer agrees to pay to leveling and overruns at \$205.00 per ton.
22. Crack Sealing: Hairline cracks, alligatored or spider web cracks or other failing asphalt areas cannot and will not be crack sealed. Crack sealing is designed to keep water out, not in, so ground water is subject to seep from wet areas.
23. All underground utilities including electrical, plumbing and irrigation lines if damaged or broken are the responsibility of the customer and not All County Paving. If All County Paving needs to repair damages, the costs will be billed to the owner as a change order.
24. All County Paving will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
25. All County Paving recommends a Civil Engineer be retained for ADA upgrades. As such All County Paving makes no claim that existing or ADA upgrades will meet any/all local, state and federal guidelines on ADA compliance.
26. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
27. 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.
28. All accounts past due will incur a finance charge of 1.5% per month.

TERMS AND CONDITIONS CONTINUED

SEALCOATING | CUSTOMER INSTRUCTIONS AND INFORMATION

1. Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. Our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. There will be additional costs if we are unable to access the work area billed at a minimum of \$2,000.00.
2. Cleaning: Customer is responsible for any "heavy cleaning"; otherwise, All County Paving will bill for this additional cleaning.
3. Cracking: cracks in pavement will still be noticeable after Sealcoating
4. Lawn Fertilization: should not be installed seven days before or after service.
5. Rain: If it's raining the day of scheduled service, assume we aren't coming, and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. If an unexpected storm happens, we will touch up any areas where sealer has not bonded.
6. The sprinkler system should be off 24 hours prior to the commencement of your project and stay off 48 hours after completion of project. The surface must be dry for our arrival as areas where the newly sealed pavement is wet may wear prematurely.
7. Newly sealcoated areas will be barricaded for 24-48 hours after each project phase completion. It is the responsibility of the customer to keep the area clear to allow proper curing of the material. Failure to do so will void any warranty.
8. Sealer: will take a minimum of 30 days to fully cure and is sensitive to animal droppings, tree droppings; water stains from irrigation systems, ponding water & tire markings during this time. This is normal, it will fade over time. Areas of shade will take longer to dry and cure than areas in the direct sunlight.
9. Driving on Surface: Once you start driving on sealed surface, avoid turning your wheels unless your car is moving. Understand when wheels are turned on a freshly sealed parking lot, scuffing and turn marks will be evident, in time they will blend in with surrounding surface.
10. Overspray on Grass: where grass meets your pavement, you may expect a small spray of sealer. This is normal and will disappear generally after the next mowing.
11. Weeds: It is important to note that we have proposed all work at the time of the assessment. If you decide to do work months after we look at the project, if your parking area has developed excessive weeds in the cracked areas as well as the edge lines for any reason, there may be additional costs for treatment & removal.

PAVING | CUSTOMER INSTRUCTIONS AND INFORMATION

1. Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. There will be additional costs if we are unable to access the work area billed at a minimum of \$7,200.00.
2. Site Services: The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
3. Rain: If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict accurately.
4. Sprinklers should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival.
5. Drainage: All County Paving cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
6. All County Paving will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.
7. De-mucking and removal of unsuitable materials not included.
8. Driving on Surface: Once you start driving on the paved surface, avoid turning your wheels unless your car is moving. Understand that when wheels are turned on a freshly paved asphalt surface, scuffing and turn marks will be evident, and will blend in over time.

LINE STRIPING & ADA | CUSTOMER INSTRUCTIONS AND INFORMATION

1. Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. There will be additional costs if we are unable to access the work area billed at a minimum of \$995.00.
2. Line striping will match all existing pavement markings unless changes are approved by the customer and municipality.
3. All County Paving is not responsible for any tracking of paint caused by any vehicles and/or pedestrians if the barricades are moved prematurely or without authorization. The project manager will remove the barricades once the material has cured properly.
4. If existing curbs are flaking, it is not recommended to re-paint them without sand-blasting or power-washing them first. All County Paving will not be held responsible for flaking if proper procedure is not taken prior to painting.

WARRANTY AND CONDITIONS

1. This proposal is based on the price of the liquid asphalt index as per FDOT. If there is an increase from the date of this proposal additional costs will be incurred.
2. This proposal is good for 30 days. If work is unable to start based upon permit requirements or weather additional cost will be charged for the increase of FDOT by Bituminous index, based upon proposal date above and the stated published index prior to mobilization a change order will be presented prior to mobilization.
3. Due to aggregate shortages, this proposal is based on FOB asphalt prices. If the price increases from the date of this proposal, additional costs will apply.
4. All material guaranteed to be installed exactly as specified.
5. Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur.
6. All County Paving reserves the right to withdraw the contract at any time prior to the commencement of work should material price fluctuations rise significantly.
7. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, engineering and testing are excluded.
8. In the event of undesirable sub-base or base course conditions, if the customer or authorized agent insists on the installation of any part of the pavement without authorizing corrective action, All County Paving will not be responsible for any subsequent pavement failures and will be paid as stated in the contract. All County Paving shall not be liable for any failure to undertake or complete the work for causes beyond our control.
9. The existing surface will be expected to support the weight of all required construction equipment. If due to poor sub-grade conditions sinking may occur when we drive onto your site, All County Paving will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.
10. All County Paving cannot guarantee elimination of standing water.
11. All County Paving assumes no liability for damage to any utilities such as, but not limited to, gas, electric, plumbing, phone, cable, dog fencing, sprinklers and culvert pipes.
12. There will be a charge of \$47.50 above the contract amount to dispose of used materials at an approved environmentally compliant waste facility.
13. Due to the fluctuations in the petroleum markets, All County Paving will impose a fuel surcharge.
14. All County Paving will provide a one (1) year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered by this warranty. No warranties will be honored unless payment is made in full.