Rose PAVING LLC.

Beyond Paving.
BEYOND EXPECTATIONS.™

PROPOSAL

OPP-25-027737
08 / 21 / 2025

Account Information	Contact Information	Rose Paving Information
Account Name: Lake Pointe III	**Contact Name:** Chris Cafouras	**Account Executive:** Dan Chamberlin
Street Address: 8470 Allison Pointe Blvd	**Contact Email:**	**Email:** dan.chamberlin@rosepaving.com
City State Zip: Indianapolis IN 46250-4364	**Contact Phone:**	**Cell:** 317.391.2358

Notes/Exclusions

PRICING TABLE

Service Line Name	QTY	U of M	Depth	Unit Price	Subtotal
Concrete Flatwork - Remove and Replace - Blue Areas	315	SF	8.00	$20.74	$6,534.38
Concrete Flatwork - Remove and Replace - Green Areas	243	SF	4.00	$20.79	$5,051.60
Pothole Fill	1	TON		$675.00	$675.00
				Total	**$12,260.98**

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PROPOSAL

CUSTOMER APPROVAL

Total Dollars Approved: **$12,260.98**
Name:
Authorized Signature:

BILLING INSTRUCTIONS:

Scope Detail

Service Line Name	Service Description
Concrete Flatwork - Remove and Replace - Green Areas	Saw and excavate damaged concrete down to specified depth Remove debris to approved facility Mechanically compact sub-grade to an unyielding condition Dowel into adjacent concrete as needed/specified Set forms as necessary to achieve proper grades Pour specified concrete flush with adjacent surfaces Re-establish joints as needed/specified Remove forms and construction debris after concrete has cured and backfill any necessary areas
Concrete Flatwork - Remove and Replace - Blue Areas	Saw and excavate damaged concrete down to specified depth Remove debris to approved facility Mechanically compact sub-grade to an unyielding condition Dowel into adjacent concrete as needed/specified Set forms as necessary to achieve proper grades Pour specified concrete flush with adjacent surfaces Re-establish joints as needed/specified Remove forms and construction debris after concrete has cured and backfill any necessary areas
Mill and Overlay - Red Areas	Mechanically mill asphalt to specified depth Haul debris off-site to approved facility Apply asphalt emulsion tack coat to milled surface at rate of .10 gal/SY Install Hot Mix Asphalt to specified depth If undercut is required due to unsuitable base, an additional charge will apply If asphalt is deeper than specified depths, additional charges may apply – please contact Rose Paving PM prior to proceeding with additional depths
Mill and Overlay - Orange Area	Mechanically mill asphalt to specified depth Haul debris off-site to approved facility Apply asphalt emulsion tack coat to milled surface at rate of .10 gal/SY Install Hot Mix Asphalt to specified depth If undercut is required due to unsuitable base, an additional charge will apply If asphalt is deeper than specified depths, additional charges may apply – please contact Rose Paving PM prior to proceeding with additional depths
Crackseal - Non-Routing	Clean void of all dirt and debris Install hot-pour rubberized joint sealant in cracks ¼” -1” in width with minimal over-banding Does not include cracks inside alligatored areas, only the perimeter cracks should be filled

Sealcoat Coal Tar - Spray / Spray	Pavement will be cleaned of all loose debris prior to seal application Oil spots will be primed prior to sealcoat Apply two coats of sealer using the spray application Areas should be barricaded for 24 hours after sealer is applied
Lot Marking Restripe - Single Bays	Price includes restripe per existing layout
Mill and Overlay	Mechanically mill asphalt to specified depth Haul debris off-site to approved facility Apply asphalt emulsion tack coat to milled surface at rate of .10 gal/SY Install Hot Mix Asphalt to specified depth If undercut is required due to unsuitable base, an additional charge will apply If asphalt is deeper than specified depths, additional charges may apply – please contact Rose Paving PM prior to proceeding with additional depths
Pothole Fill	Pot hole will be swept free of all loose debris Tack coat will be applied in order to achieve adhesion Asphalt will be installed and compacted – specify hot mix or cold patch prior to issuing PO

Rose Paving Terms & Conditions

1. CONTRACT DOCUMENTS: The Contract Documents consist only of these Terms & Conditions, the attached Proposal and terms contained therein, and specification sheets, drawings and other documentation attached to this Proposal, or otherwise made part of this agreement in writing. Such Contract Documents constitute the entire agreement between Rose Paving and Customer, and no other terms shall serve to alter the terms hereof without written agreement signed by both parties. Pricing in the Proposal is based on the specifications and terms set forth in the Proposal. If Customer requires different or additional terms, or compliance with any set of specifications, whether designed by an engineer or architect on Customer's behalf, or any governmental specification, other than those set forth in the Proposal, the Proposal price may need to be adjusted. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written change orders and will become an extra charge over and above the Proposal price.

2. TIME LIMITATION: The Proposal price is valid for fifteen (15) calendar days after the date of issuance. After fifteen (15) calendar days from the date of issuance, please contact the identified Account Executive to confirm pricing.

3. ESCALATION: This Proposal is based on material costs at current market rates. Due to the current volatile market conditions for liquid asphalt that are beyond Rose Paving's control and in the event of future material price increases Customer agrees to pay for the escalation of material costs without a change order. This paragraph applies only to materials.

4. DELAY: Rose Paving shall not be responsible or in any way charged for unavoidable delays in work, including but not limited to delays caused by weather, government orders, Acts of God, labor strikes, pandemic, and other similar delays.

5. QUANTITIES LISTED: Customer understands and agrees that all quantities are estimates; due to site conditions or other obstacles, the completed quantities may vary from those estimated, and any additional quantities needed will be paid to Rose Paving in full, without need for change order or other written authorization.

6. TAXES: The price quoted in this Proposal is inclusive of any sales, use, or similar taxes imposed on the material or labor provided.

7. PAYMENT TERMS: Net balance due within 30 days after completion of the work, or after issuance of the invoice, whichever is earlier. Progress payments, if any, are due within 30 days of the invoice date. Unpaid balances will accrue a late fee of 1% per month until paid in full. The Proposal and Invoice price reflect a 4% discount for payments by cash, check, or ACH.

8. DEPOSIT: If the Proposal exceeds $15,000.00, a deposit of 1/3 of the project price is required to schedule work unless noted otherwise in this agreement.

9. CANCELLATION OR DEFAULT: If Customer cancels the work described herein for any reason, Customer agrees to pay Rose Paving for any sums incurred or expended through the date of cancellation in complying with this Proposal, and further agrees to pay Rose Paving the proportionate Proposal price for all work completed to that time. If Customer is in default under this Proposal, including but not limited to Customer's failure to pay any progress billings, Rose Paving shall have the right to stop work and cancel any remaining work.

10. PERMITS AND FEES: Customer is responsible for obtaining and paying for any required permits, bonds, or licenses. Unless noted otherwise, the Proposal price excludes the cost of building permits and bonds required to perform the work required hereunder, and further excludes plans required to obtain such permits or bonds. However, for an additional charge of $250.00, in addition to the cost of the permits, Rose Paving will apply for and obtain building permits, if requested, after receipt of a change order signed by both parties. Customer is responsible for engaging and paying an engineer or architect to prepare any engineering or architectural plans required to obtain building permits.

11. UNMARKED / UNDOCUMENTED UTILITIES: The Customer is responsible for ordering and scheduling any required private and/or public utility locates. Rose Paving shall not be responsible for any damage to private utility lines damaged during the course of work that were unmarked, undocumented, or non-conforming to prevailing codes. Rose Paving will be responsible for repairing utilities in situations where Rose Paving damaged marked, conforming utility lines. Rose Paving shall not be liable for additional damages or costs associated with utility interruption regardless of whether the damaged utility lines were marked, documented, or conforming to prevailing codes.

12. WORK ACCESSIBILITY: The Proposal price is contingent upon the work area being free of any obstructions (vehicles, dumpsters, etc) at the scheduled project start date and time and throughout the scheduled project time. Rose Paving reserves the right to adjust the agreed upon Proposal price to include all additional expenses incurred, including but not limited to additional labor and material charges, and trip charges.

13. SOIL CONDITIONS: The Proposal price is contingent on the existing subsoil or base being adequate to support the ordered work. Rose Paving shall not be held liable for failure due to poor subgrade, moisture or other unforeseen circumstances such as underground water springs, contaminated soil, or similar deficiencies. Unless stated within the Proposal, Rose Paving will not conduct core samples or engage the services of an engineer to determine the adequacy of the subsoil or base.

14. WATER DRAINAGE: On projects where the natural fall of the land is less than 2%, Rose Paving cannot guarantee that there will be total water drainage on pavements. Rose Paving shall not be held liable for ponding or retention in areas surrounding the work area. Customer acknowledges that on projects where the scope of work includes an asphalt overlay, the asphalt overlay will follow the contour of the existing base surface and Rose Paving does not guarantee or warranty and will not be liable for drainage issues in the work area or surrounding areas. Customer understands and agrees that grading issues fall outside the scope of Rose Paving's work hereunder.

15. CLEANING EXPENSES: Customer understands that the work called for in this agreement is a messy process. Rose Paving is not responsible for cleaning dust generated by the work blown outside of the work area. Rose Paving is not responsible for cleaning, repairing, or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than Rose Paving employees or its subcontractors.

16. INSURANCE: Rose Paving will maintain insurance coverage including Comprehensive General Liability, Automobile, and Worker's Compensation as required by law. Customer agrees that it is responsible for any other coverage needed or desired relative to the location described above and work performed hereunder and is not relying on Rose Paving for any such coverage.

17. INDEMNITY: Rose Paving agrees to complete its work in a safe and workmanlike manner, and to take appropriate safety precautions while performing work. However, once installation is complete and Customer takes possession of the work area, Customer understands and agrees that Rose Paving cannot be responsible for materials or area maintenance and safety, and therefore Customer assumes all responsibility in this regard, including but not limited to any and all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided. To the fullest extent allowed by law, Customer agrees to indemnify, defend and hold Rose Paving and its agents harmless from any and all loss, expense, liability, or attorneys' fees in connection with any such damages or injuries occurring thereafter. Nothing contained within this paragraph means or should be construed to mean that Rose Paving or others shall be indemnified for their own negligence.

18. CHOICE OF LAW & VENUE: To the fullest extent permitted by law, each provision of this contract shall be interpreted in such manner as to be effective and valid under the laws of the State of Project and corresponding Choice of Law indicated below without regard to that state's conflict of laws principles, and venue and jurisdiction for any dispute under this agreement shall rest in the Venue and Jurisdiction identified:

	State of Project	Choice of Law	Venue and Jurisdiction
A.	Arizona	Arizona	Superior Court of Maricopa County or the United States District Court District of Arizona-Phoenix
B.	California	California	Superior Court of California County of Los Angeles or the United States District Court Central District of California
C	Connecticut	Connecticut	State of Connecticut Judicial Branch Hartford Judicial District or United States District Court District of Connecticut.
D.	Florida	Florida	Circuit Court of Hillsborough County Florida or the United States District Court Middle District of Florida
E.	Illinois	Illinois	Circuit Court of Cook County or Northern District of Illinois
F.	North Carolina	North Carolina	Mecklenburg Circuit Court or the U.S. District Court Western District of North Carolina
G.	Tennessee	Tennessee	Davidson County Circuit Court or the U.S. District Court Middle District of Tennessee Nashville Division
H.	Virginia	Virginia	Fairfax Circuit Court or the U.S. District Court Eastern District of Virginia
I.	All other states	Illinois	Circuit Court of Cook County or U.S. District Northern District of Illinois Eastern Division

19. ATTORNEY FEES & COSTS: In the event of litigation between the parties arising from this Proposal, Rose Paving shall be entitled to reasonable collection agency fees, attorneys fees and costs.

20. JURY WAIVER: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

21. WARRANTY: Rose Paving will complete its work in a workmanlike manner according to standard industry practices for similar projects in the area where the work was performed. Rose Paving warrants that all labor and materials furnished will be free from defects due to defective materials or workmanship for a period of one year from the date of completion. Notwithstanding the foregoing, temporary or semi-permanent repairs such as pothole filling, crackseal, and infrared are offered with no express or implied warranties. Asphalt overlays are not warrantied against reflective cracking. This warranty does not include normal wear and tear, damage caused by oil or chemical spills, snowplows, excessive weight, tire tears, lack of parking lot maintenance, and/or product abuse. Under this warranty, Rose Paving will be provided with the opportunity to have one of its representatives assess any purported defect caused by Rose Paving employees and/or material installed by Rose Paving. If Rose Paving determines the claimed defect was the fault of Rose Paving's workmanship and/or materials, Rose Paving will, at no cost to Customer, repair or replace the affected work. Rose Paving will be under no obligation to perform punch-list work until 95% of the Proposal price, as adjusted by any change orders, has been paid. Rose Paving will be under no obligation to perform warranty work, and no warranty will be valid, until 100% of the Proposal price, as adjusted by any change orders, has been paid.

22. CONSENT TO USE OF PHOTOGRAPHS, IMAGES AND VIDEOS: Customer consents to Rose Paving using images and videos of jobsite as described in proposal or any work order, for use in Rose Paving promotional, marketing and training materials. Rose Paving shall have the right to use the name, logos, trademarks, trade names, service marks or other marks of Customer to the extent any of the foregoing appear in photographs, images and videos of the jobsite.

23. NON-DISCLOSURE: Customer acknowledges that information in this Proposal, including but not limited to pricing, determination of scope of work, method for evaluating parking lots, and methods of repair, constitute and include Rose Paving's Confidential Information. This Proposal shall not be shared, distributed, or disseminated to any other contractor and Customer acknowledges that should it violate this provision monetary damages will not be an adequate remedy and Rose Paving shall be entitled to injunctive relief in addition to any other remedy available in law or equity.

24. ALTERATIONS TO THIS PROPOSAL: Pricing is contingent on Customer accepting the Proposal as submitted. Alterations or notations on or to this Proposal will not be valid unless accepted in writing by a General Manager or Vice-President of the Rose Paving division issuing this Proposal, or an officer of Rose Paving.

25. SEVERABILITY OF TERMS: Should any part of this agreement be deemed unenforceable, the remaining terms shall be severable and separately enforceable and shall remain in full force .

26. AUTHORITY TO SIGN: The undersigned represents and warrants to Rose Paving that such individual is fully authorized to bind Customer, and has been expressly given, received, and accepted authority to enter into this binding agreement.

NOTICE TO CUSTOMERS FOR HOME IMROVEMENTS CONTRACTS

"YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."

As a duly authorized representative of Lake Pointe III, I agree to these Terms & Conditions