

Foundation Repair Solutions

3105 Lett Ln., Malabar, FL 32950

Phone: (321) 614-5176

Fax: (321) 312-6320

FoundationRepairSolution.com

frs@foundationexpert.org

State Certified Building Contractor Lic. # CBC1262265

State Certified Building Contractor Lic. # CBC1256200

State Certified Pollutant Contractor Lic. # PCC1256846

State Certified Roofing Contractor Lic. # CCC1328191

Mold Remediator # MRS2

Mold Assessor # MRSA403



Proposal for Storm Drain Repair

(Exhibit A)

Date: September 22, 2025

Client/Site: Sunset Lakes HOA
852 Killarney CT, Merritt Island, FL 32953
(321) 246-1885/ July Song President HOA julieksong02@gmail.com

Foundation Repair Solutions, LLC (FRS) conducted an initial inspection of the large diameter storm drainpipe that has a sinkhole forming at the surface near the inlet basing. There was a previous repair that failed by another contractor. The integrity of the concrete pipe is not known.

FRS proposes to:

- Uncover portions of the pipe to affect a hybrid repair consisting of a concrete and polyurethane repair of the outline of the pipe and Type D Index, and to seal the connecting joints in the area of the leak.
- Grout around the outside of the leaking joints and discharge connection with hydraulic cement and Prime Resin (920) a polyurethane resin.
- FRS will replace the disturbed soils, backfill, and replace sod. Asphalt repair by others.
- FRS will compact the disturbed road.
- FRS will repair the pipe using industry standards and practices.

Total Estimated Cost: \$ 15,000.00

Terms: Deposit \$ 7,500.00

Balance due upon completion

This proposal is valid upon acceptance by one of Foundation Repair Solution's members.

CONTRACT FOR SERVICES

Contract ("Contract") by and between Foundation Repair Solutions, a Florida Limited Liability Company ("FRS"), and Sunset Lakes HOA. a(n) ("Client").

FRS agrees to furnish services to Client for Soil Stabilization Services, professional services as set forth in the Proposal attached hereto as Exhibit "A" (hereinafter "Services"), and Client agrees to pay FRS for said Services, subject to the terms and conditions set forth herein.

1. Site, Services, and Access. FRS shall provide the Services to the Client as set forth in Exhibit "A". Client shall provide FRS with reasonable access to complete the Services.

2. Payment. The Client agrees to pay to FRS the amount set forth on Exhibit "A", including the deposit of Seven Thousand Five Hundred Dollars (\$7,500.00) upon execution of this Contract and payments listed in Exhibit "A". The complete balance of payments is due upon completion of project.

3. Additional Services

- a. A signed work order required for all work changes.
 - b. Payments due upon receipt of invoices and terms set forth in Exhibit "A".
 - c. Proposal valid for fifteen (15) days from issue date.
 - d. Contractor is not responsible for damage to on site underground utilities not identified and/or located by owner.
4. All contracts are binding only upon approval of owner or officer of FRS (herein referred Contractor).
5. This contract constitutes the entire agreement of the parties.
6. All payments shall be made to FRS address listed on the front of the contract.
7. FRS shall be responsible for its own employees only.
8. Client shall be liable for all Contractor's cost of collection, including court cost, attorney fees.
9. Client agrees to pay for any costs incurred by FRS for Contract cancellation.
10. Client agrees that material warranties are limited warranties issued by material manufacturers and are subject to terms and limitations from each respective manufacturer.
11. Client agrees that FRS and Client liability under or with respect to this contract, as a result of any breach of this contract, negligence or otherwise, shall not, in any event, exceed the amount that is or was paid by the client to FRS pursuant to this contract. The limitation of liability also applies to attorney fees.
12. FRS will perform the services with reasonable skill and care. There are no other representations, warranties or guaranties, express or implied of any kind by FRS with respect to services and materials.
13. Waiver. FRS failure to insist upon the strict performance of any provision of this Contract shall not constitute a waiver of that or any other provision.
14. Force Majeure. Shall not be responsible for any delays or nonperformance in the event of : fire, flood, explosion, other catastrophes, acts of God, war, riot, civil disturbance, strike, lockout, refusal of employees to work, or labor disputes; shortage or inability to obtain raw materials, including energy requirements; failure of carriers to deliver either machinery, equipment or materials; any legislative, executive or judicial act of any political or judicial authority; Site conditions, other than as disclosed by the Client pursuant to the terms hereof; or any other reason beyond the control of FRS.
15. Date of Completion. FRS cannot guarantee precise dates of performance and shall not be responsible, nor liable, for losses, expenses or damages, including liquidated damages or penalties of any kind, as a result of delays in performance.
16. Severability. Should any part or provision of this Contract be declared invalid, unenforceable, illegal, the remaining portion(s) shall not be affected.
17. Damage to Site. The Client agrees and acknowledges that services may result in damage to site, FRS is not required to make repairs or restore site to its original condition.
18. Assignment. Client may not assign this Contract without written consent of FRS.
19. Limitation of Liability. Under no circumstances will any of FRS members, managers, employees, subcontractors, or advisors have any liability with respect to the Services to be performed hereunder; and the Client agrees that its sole recourse with respect to such matters will be against FRS and as otherwise limited by this Contract.

The Parties have hereunto set their hands as of the date appearing beneath their signatures.

FOUNDATION REPAIR SOLUTIONS

CLIENT:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____



Cloud9
Services, LLC

Video Pipe Inspection - Pipe Repair - Sinkhole Repair
JetVac Cleaning - Lift Stations - Hydro Excavation
Storm Drain Cleaning

CFC1429310

407-481-2750 **Cloud9Service.com**

WIND RIVER ENVIRONMENTAL A Wind River Environmental Company

1201 W. Jackson St. • Orlando, FL 32805
(407)481-2750 • Toll Free (866)3CLOUD9
Fax (407)481-8850 • www.Cloud9Services.com
CFC1429310 • CUC1225248

PROPOSAL	
Date:	08/20/2025
Reference #:	Storm Drain Repair Assesment
Prepared By:	Manuel Rivera <input type="text"/>
Prime Contractor:	<input type="text"/>

Bill To:

Job Site:

Company	Leland Management	Owner	
Name	Holly Finchum	Job Name	Sunset Lakes HOA
Street Address		Street Address	
City, ST, Zip		City, ST, Zip	
Phone #		Site contact Phone #	
Email	hflinchum@lelandmanagement.com	Site contact Email	

SALESPERSON	PO NUMBER	ORDER BY	SERVICE DATE	TERMS
Manuel Rivera <input type="text"/>				NET 30

Description	Rate	UoM	QTY	Amount
Light Storm Pipe Cleaning	\$2,600.00	Day	1.0	\$ 2,600.00
Storm Pipe Video	\$2,600.00	Day	1.0	\$ 2,600.00
Pipe Plug Rental	\$2,800.00	Day	1	\$ 2,800.00
Divers to Install/Uninstall Pipe Plugs	\$4,481.00	Day	1	\$ 4,481.00
	\$0.00 <input type="text"/>			\$ 0.00
	\$0.00 <input type="text"/>			\$ 0.00
	\$0.00 <input type="text"/>			\$ 0.00
	\$0.00 <input type="text"/>			\$ 0.00
	\$0.00 <input type="text"/>			\$ 0.00
	\$0.00 <input type="text"/>			\$ 0.00
Fuel Recovery	13.50%		5,200.00	\$ 702.00

Please note that this estimate is for budgetary purposes only. All work will be done under the terms and conditions contained in this agreement.

TOTAL

\$13,183.00

If you wish to accept this proposal, please sign below and email or fax back: Accepted by:

Manuel Rivera

08/20/2025

WRE dba Cloud 9 Services
Manuel Rivera Senior Estimator
mrivera3@wrenvironmental.com
407-307-9336

Date

Authorized Representative Signature

Date

Print Signers Name Above



Customer Informational Sheet

CustomerID	
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Customer/Business Name:	
Fictitious Name or DBA:	
Physical Address:	
Address 2:	
City, State, Zip	
Main Phone	
Primary Contact Name	
Primary Contact Email	

Bill To:	
Address	
Address 2	
City, State, Zip	
Accounts Payable Contact **	
AP Contact Email**	
AP Contact Phone**	
Invoice Inquiry Email**	
Invoice Submission Email**	
Does your Company utilize a Vendor Portal?	
Portal Name	
Portal Link	
Vendor Support Contact	

Purchase Orders Required: Yes or No Person(s) Authorized: _____

Specific Requirements for Job and/or Approvals:

I certify the above information is accurate and I have authority to complete this form on behalf of this company.

Signature _____ Date 08/20/2025

Print Name _____ Title _____

Exclusions and Conditions:

Any Items not listed above in work description is excluded, please see exclusion list below:

1. Prices are based on a per day/mobilization rate for up to (8) hrs of work with equipment and operator. If additional days/mobilizations more/other than listed above are needed additional cost will apply. Any work more than the quantity listed above is excluded but can be done for additional cost of \$325.00 per hour. Day/mobilization rate is charged from closest WRE office to client's project site portal to portal including performing work, dumping truck, getting water, and drive time.
2. Job cancellation same day and/or within 24 hrs of scheduled appointment will result in a 1/2 day/mobilization minimum charge.
3. Mandrel tests are excluded. If 8" 10" or 12" sanitary mandrel test is required add \$.75 per foot to the sanitary video price.
4. Our price is based on (1) Day/mobilization of our equipment without delay occasioned by others.
5. Off site disposal is excluded but can be provide if needed. Disposal cost are \$600.00 per ½ load and \$1,200.00 per full load.
6. If the situation arrives where the standard solid vacuum pipes of the jet/vac truck cannot reach the debris and other material subject to be vacuumed, and use of corrugated PVC black remote hose is required (flex hose), additional cost for pickup truck with 100ft flex hose and helper of \$1,440.00/per Day/mobilization rate for 8hrs of work with equipment and operator. Additional hose over 100ft is excluded but can be used if needed for additional charge of \$7.00/per foot with a 100 ft min. if needed.
7. Water for filling our water tanks for our jetting operations is to be provided by a hydrant and meter provided by customer. We can provide water for additional charge of \$75.00/per load from Orange County.
8. Temporary Traffic Control is by others but can be provided for additional costs. We have the very highest level of FDOT TTC Certification that is available.
9. CCTV reports and videos will be on USB Drive that is included. Customer will be left USB drive copies on site at the end of each day of video work. Videos/reports are keep for 30 days and must be reviewed for quality assurance by customer within 30 days of video work performed. WRE will not be held responsible for any lost, inconsistencies or problems with the videos/reports beyond 30 days.
10. Any specialized training that requires contractor/owner/WRE to mobilize our personnel to the site without performing our scope of work described above is excluded.
11. Permitting, engineering, as-builts, repairs, Confined space entry, dewatering, pipe plugging, cofferdams, commercial divers, pipe cleaning, video, mandrel, dredging, turbidity barrier or testing other than the scope of work listed above is excluded.
12. Any concrete or asphalt driveway/road/sidewalk repair, restoration, Landscaping restoration or replacement is excluded.
13. Any surface locates or survey work is excluded.
14. Any backfill, shoring, or compaction is excluded.
15. Industrial or hazardous materials removal or disposal is excluded.
16. Any item not specifically mentioned above in scope of work as being included, is excluded.
17. Customer shall pay WRE an Environmental Fee in connection with WRE's compliance with federal, state, and local materials regulations applicable to WRE's operations and activities: Customer acknowledges that Environmental Fee is retained by WRE and not paid to any governmental agency or authority. Customer shall pay WRE and applicable delivery charges, regulatory administrative fees, surcharges (including and energy/fuel surcharge for delivery of Product (per customer location) in accordance with WRE's then surcharges) and other charges or surcharges or surcharges applicable to WRE's customers generally in effect from time to time. **Energy Recovery is based on the Energy Information Administration's National U.S. average of diesel price per gallon (www.eia.gov/petroleum/gasdiesel/). The specific policy can be referenced at www.wrenvironmental.com/policies/.

Terms and Conditions:

1. This proposal is valid for 30 days from the date on the proposal.
2. We charge a credit card processing fee as follows: Visa, & MC=3.5% Amex=4%
3. Taxes will be added to quote pricing where materials are added, and as may be required by state/local government.
4. Customer hereby agrees that when WRE performs on projects that are to be invoiced on a time and material basis, that Customer will not discount WRE invoices after the work has been completed. If the Customer has an issue with the progress of the work on a time and materials project, its' only recourse is to stop WRE from performing the work. Customer would only be liable for WRE charges for the labor, materials and equipment provided to the project prior to the notice to stop work. This contract is therefore cancelable by either party for any reason with 3 calendar day verbal notice.
5. The above described scope of work to be included and excluded along with the pricing and draws listed below constitute the entire agreement. No verbal directions or changes will be considered as valid unless accompanied by a written change order approved by both parties to this agreement.

6. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind and the benefits and advantages shall inure to and be enforceable by the parties. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
7. If it shall be necessary for either party to this agreement to bring suit to enforce any provisions hereof or for damages on account of any breach of this agreement, or under any indemnity provided for in this agreement, the substantially prevailing party on any issue in any such litigation and any appeals there from shall be entitled to recover from the other party, in addition to any damages, interest at a rate of 18% per annum from the date of owing , or other relief granted as a result of such litigation, all reasonable charges and expenses of such litigation and a reasonable attorneys' fee as fixed by the court. Failure to pay invoices within the terms of this agreement will void any warranties for the work performed. Any dispute or query regarding the invoiced amount must be communicated in writing within 7 days (objection period) from the invoice date and Client will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period.
8. All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability or fitness for a particular purpose. WRE will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.
9. WRE assumes no liability for any possible damage that could arise due to brittle, deteriorated, or cracked piping that could be uncovered by the hydro-cleaning process. If the pipe is so deteriorated that despite a good faith attempt to clean or line it, it must be excavated, it will be an extra cost change order. In the event during our normal course of cleaning operations, damage results on pre-existing conditions such as broken pipe, structures or backups from the hydro-cleaning work, WRE will not be held responsible.
10. If a pipe comes apart, or is damaged during the cleaning, video, or lining process, WRE isn't responsible for any damage, repairs or cost.
11. If camera, cleaning equipment, lining equipment, etc.... get stuck in the line at any time due to bad pipe, hole in pipe, bad joint, etc...WRE isn't responsible for any damage, repairs or cost. WRE isn't responsible for backups, floods, etc...
12. Notwithstanding any other provisions of this Agreement, the parties expressly acknowledge and agree that this is not a lump sum or fixed-price contract. All work performed under this Agreement shall be conducted on a Time and Materials (T&M) basis and invoiced in accordance with the rates and terms set forth on the first page of this proposal.
The Contractor shall not be obligated to perform any work beyond the original scope of services described in this Agreement or any

Additional Exclusions:



Cape Coast Pressure Cleaning

3355 Flounder Creek Road MAILING ADDRESS | Mims, Florida 32754
 321-603-2021 | Info@capecoastcleaning.com | Capecoastcleaning.com

RECIPIENT:

Sunset lakes HOA
 6972 Lake Gloria Boulevard
 Orlando, Florida 32809

Quote #583	
Sent on	Sep 24, 2025
Total	\$6,550.00

Product/Service	Description	Qty.	Unit Price	Total
Sidewalk Cleaning	Pressure washing of sidewalks to remove dirt, grime, and organic growth. includes algaecide treatment after rinsing	1	\$4,250.00	\$4,250.00
Road curb cleaning	Pressure washing of road side curbs to remove dirt, grime, and organic growth. includes algaecide treatment after rinsing	1	\$650.00	\$650.00
Pressure Washing	Storm drain caps 48 total per HOA sunset lakes	1	\$450.00	\$450.00
Pressure Washing Island Estates	pressure washing of sidewalks and road curbs common areas includes drain caps	1	\$1,200.00	\$1,200.00
			Total	\$6,550.00

This quote is valid for the next 30 days, after which values may be subject to change.
 Client understands that the Company is not responsible for:

- Pre-existing damage to surfaces or materials
 - Water intrusion from improper sealing or caulking
 - Paint oxidation or paint peeling due to age or condition
 - Cracks, chips, or other flaws revealed or worsened by cleaning
- Client agrees to notify Company of any known structural issues, electrical hazards, or delicate areas prior to the start of work.



ESTIMATE	#20423
ESTIMATE DATE	Sep 25, 2025
EXPIRATION DATE	Oct 25, 2025
TOTAL	\$9,499.00

Sunset Lakes Homeowners Association Inc
 Sunset Lakes Dr
 North Merritt Island, FL 32953

CONTACT US
 560 Solutions Way
 Rockledge, FL 32955

(321) 246-1885
 julieksong02@gmail.com

(321) 507-4851
 info@beaconcleaningfl.com

ESTIMATE

Services	qty	unit price	amount
Pressure Washing Complete cleaning of all common sidewalks, street curbing, and storm drains as highlighted in attached map- removing all mold/mildew, dirt, and debris.	1.0	\$9,499.00	\$9,499.00

Services subtotal: \$9,499.00

Total \$9,499.00

Myers Inc.
2685 Kirby Cir
Palm Bay, FL 32905
+1 (321) 837-3669

ESTIMATE



Sunset Lakes c/o Leland
Management
720 Sunset Lakes Drive
Merritt Island, FL 32953

Service Address
Sunset Lakes c/o Leland
Management
720 Sunset Lakes Drive
Merritt Island, FL 32953

Estimate # 5521
Estimate Date 08/30/2025

Estimate Total \$25000.00

Item	Cost	Quantity	Total
Forestry Grinding Grind Approx. 8-10ft along common area outlined red in provided map.	\$15000.00	1	\$15000.00
TREE WORK---- Trim and remove dead tree and plant material according to provided scope of work. Common area/berm outlined yellow in provided map	\$10000.00	1	\$10000.00
Subtotal			\$25000.00
Tax			\$0.00
Estimate Total			\$25000.00

Estimate Terms and Conditions

Deposit and Cancellation Policy:

A 50% non-refundable deposit is required 14 days prior to the start of any job involving materials. Cancellations made 14 days or more before the scheduled start date will incur a \$250 cancellation fee. Cancellations within 14 days of the scheduled start date will forfeit the deposit.

Stump Grinding:

Stumps will be ground to approximately 6 inches below grade. Mulch removal and chasing of surface roots are not included. Myers Inc. is not responsible for damage to underground utilities, irrigation, or other objects unless specifically noted.

Sod and Plant Material:

All sod and plant material must be inspected upon delivery. Concerns must be addressed before installation. There is no warranty on living materials. Proper fertilization and watering are the sole responsibility of the customer. Sod installation includes the removal of old grass and laying of new sod but does not include regrading the property.

Pavers:

Pavers will be ordered to match the requested color, but variations in tone or shade may occur and will be blended throughout. The original design will be followed. Any changes to the design will be billed as a "change order."

Landscaping and Irrigation:

Myers Inc. owns an irrigation company; however, irrigation repairs or adjustments are not included in landscaping, sod, or paver installations unless explicitly stated. Irrigation systems must be inspected before landscaping, sod, or pavers are installed. Customers can choose to hire Myers Inc. for a \$125 service call fee (additional labor billed at \$75/hour after the first hour, plus parts). If customers choose to use another provider, Myers Inc. cannot take responsibility for irrigation coverage or operation. Myers Inc. is not responsible for broken pipes or heads underground during the installation of any landscaping products. Any irrigation repairs needed post-installation will be billed at \$125 for the service call and \$75/hour after the first hour, plus parts. The cost of the original landscape design will be deducted from the final invoice upon acceptance of the project. Any changes to the design after acceptance will be billed at \$75/hour.

Irrigation System Installation:

Myers Inc. will supply equipment, materials, and labor to install an irrigation system as per the provided plan and details. Irrigation License No. IRCT-00020
The customer must provide a water source and power source for the irrigation system. Sleeving is included only if explicitly noted in the estimate. Public utilities will be located by Sunshine 811 prior to excavation. The customer is responsible for marking privately owned utilities and underground structures. Myers Inc. is not responsible for damage to unmarked utilities or structures.

Trenches and excavations will be backfilled and hand-tamped with excavated material. Some settling may occur. The customer is responsible for additional fill and labor required after settling, as well as restoration of turf that may be damaged during installation.

By accepting this estimate, you agree to the terms and conditions outlined above.



Enviro Tree Service LLC
 3202 Phils Lane
 Apopka FL 32712
www.envirotreeservice.com

Proposal #13589
 Created: 08/15/2025
 From: Jim Fritchey

Proposal For

Leland Property Management:Sunset Lakes HOA

1221 Admiralty Blvd
 Rockledge, FL 32955

mobile: (321) 379-5575
hfinchum@lelandmanagement.com

Location

Sunset Lakes Dr
 North Merritt Island, FL 32953

Sunset Lakes Berm Clean Up Terms
30 days

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1) Maintenance Pruning - Future Budget Item for N. Tropical Trail Berm Clean Up Using Daily Rate of \$2,400: Miscellaneous Pruning and Clean Up to Prune Reclinata Palms and White Birds, Remove Fallen Fronds and Branches Along Berm Fronting Island Estates. Six Month Reoccurring Maintenance is Recomendaded	1	\$ 24,000.00	\$ 24,000.00

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees. Work Includes clean-up and disposal. Bid Valid for 30 days.

SUBTOTAL	\$ 24,000.00
SALES TAX	\$ 0.00
TOTAL	\$ 24,000.00

Signature

x

Date:

 Please sign here to accept the terms and conditions



Enviro Tree Service LLC

3202 Phils Lane

Apopka FL 32712

www.envirotreeservice.com

Proposal #13589

Created: 08/15/2025

From: Jim Fritchey

Assigned to

Juan M Diaz Gonzalez

Reinier Gonzalez

Yasmani Castro

juanmdiazgonzalez@envirotreeservice.com rgonzalez@envirotreeservice.com ycaastro@envirotreeservice.com

Please call mobile number for scheduling questions

Jim Fritchey

Office: 407-574-6140

Mobile: 407-310-5040

jfritchey@envirotreeservice.com



Terms and Conditions

1. License and Permits: Contractor shall maintain required insurance if required by state or local law and will comply with all other license and permit requirements required by the city, state and federal governments, as well as all other requirements of the law.
2. Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, etc. required by law or Client/Owner's contract agreement as specified in signed contract prior to and through duration of work.
3. Client/Owner and the Contractor bind themselves, their partners, successors, & assignees to the other party with respect to all covenants of Contract. If property or business is sold or there is a change in ownership during contract period, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in contract agreement to be effective.
4. Client/Owner shall provide all utilities to perform work at Job Site. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other job-related functions in compliance with the contract during normal working hours or hours required by the contract or other reasonable periods of time. Contractor will commence work as reasonably practical after the owner makes the site available to perform work.
5. Any additional services not specified in the signed written contract that involves additional costs will be executed only upon signed written work order and additional fees will be assessed over and above the estimate.
6. Contractor shall recognize and perform in accordance with only written terms, contract specifications, and drawings contained or referred to herein. All materials shall conform to contract specifications.
7. Contractor reserves the right to hire qualified subcontractors in accordance with the contract specifications.
8. Contractor shall designate a qualified representative with experience in tree management to oversee work. Workforce shall always dress in proper work attire. All employees shall be competent and qualified and legally authorized to work in the U.S.
9. If the jobsite conditions materially change from the time of approval of this proposal to the commencement of work causing the job costs to adversely change, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Safety of workforce will always take precedence.
10. The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings containing or referred to herein. All Materials shall conform to bid specifications.
11. Crown thinning more than twenty-five percent, or any requests not in accordance with ISA standards will require a signed waiver of liability.
12. Contractor shall indemnify the Client/Owner and its agents and employees from liabilities which may be caused due to the Contractor's work. It is understood and agreed that the Contractor shall not be liable for any damages that are the result of the sole negligence or willful misconduct of the Client/Owner or an indemnified party. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by acts of nature such as hail, fire, flood, hurricane, windstorm, etc. Under these instances, Contractor shall have the right to renegotiate the terms and prices of this proposal within thirty (30) days. Any illegal trespass claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and authorization shall be the sole responsibility of Client/Owner.
13. Notice of Cancellation of work must be received in writing to a Principle/Management of Enviro Tree Service before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel/hourly wage charge of \$150.00.
14. Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice unless otherwise agreed upon in writing. Failure to make payment per terms may result in a Mechanic's Lien, & 18% APR with a minimum of \$10.00 per month. If a check is returned for any reason at all, client/owner will pay an additional \$30.00 per returned check. We accept Visa and Mastercard. We DO NOT accept American Express or Discover. A 3% fee is charged by the credit card company for this service.
15. All work, including emergency work, overtime and weekend work performed outside of the normal working hours (Mon-Fri 6:30 a.m.- 5:00 p.m.) shall be billed at overtime rates. Power equipment will commence at 7:00 a.m., unless otherwise specified in the contract agreement. Additional charges will apply if crews are unable to use power equipment by 9:00 a.m.
16. Trees removed will be cut as close to the ground as possible based the conditions next to the bottom of the tree trunk. Additional charges will be assessed for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility and cable lines prior to commencement of work. Enviro Tree Service is not responsible for damage to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation systems. Enviro Tree Service will repair damaged irrigation lines at the Client/Owner's expense. Additionally, we will do our best to protect lawn and landscaping; however, some repair or replacement may be required and is the responsibility of homeowner.
17. Disclaimer: Contract is based on the information given at the time of contract and priced based upon information gathered during the proposal process using ordinary means and information given, at or about the time the proposal was prepared. The price quoted in the proposal for work performed is the result of that information and therefore Enviro Tree Service will not be liable for any additional costs or damages for additional work not described on the contract or proposal and terms and conditions, that were not ascertainable at the time proposal or contract. The work performed by Enviro Tree Service is intended to preserve the tree's integrity and any property of the corresponding work and enhance the overall value of the property but is not a guarantee. Enviro Tree Service cannot be held liable for unknown or otherwise hidden defects of any trees on or near work being performed, which may fail in the future. The work performed cannot guarantee exact results.

Client/Owner	Enviro Tree Service	407-574-6140	
Signature	Title	Signature	Title
Printed Name	Date	Printed Name	Date



Enviro Tree Service LLC
 3202 Phils Lane
 Apopka FL 32712
www.envirotreeservice.com

Proposal #13590
 Created: 08/15/2025
 From: Jim Fritchey

Proposal For

Leland Property Management:Sunset Lakes HOA

1221 Admiralty Blvd
 Rockledge, FL 32955

mobile: (321) 379-5575
hfinchum@lelandmanagement.com

Location

Sunset Lakes Dr
 North Merritt Island, FL 32953

Sunset Lakes Berm Maintenance Clean Up

Terms
 30 days

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1) MISC. Pruning - Six Month Miscellaneous Pruning and Clean Up to Remove Fallen Fronds and Branches Along N. Tropical Trail Berm Fronting Island Estates.	1	\$ 2,400.00	\$ 2,400.00

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees. Work Includes clean-up and disposal. Bid Valid for 30 days.

SUBTOTAL	\$ 2,400.00
SALES TAX	\$ 0.00
TOTAL	\$ 2,400.00

Signature

x

Date:

Please sign here to accept the terms and conditions

Assigned To

Juan M Diaz Gonzalez Reinier Gonzalez Yasmani Castro
juandiazgonzalez@envirotreeservice.com rgonzalez@envirotreeservice.com ycaastro@envirotreeservice.com

Please call mobile number for scheduling questions

Jim Fritchey
 Office: 407-574-6140
 Mobile: 407-310-5040
jfritchey@envirotreeservice.com



Terms and Conditions

1. License and Permits: Contractor shall maintain required insurance if required by state or local law and will comply with all other license and permit requirements required by the city, state and federal governments, as well as all other requirements of the law.
2. Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, etc. required by law or Client/Owner's contract agreement as specified in signed contract prior to and through duration of work.
3. Client/Owner and the Contractor bind themselves, their partners, successors, & assignees to the other party with respect to all covenants of Contract. If property or business is sold or there is a change in ownership during contract period, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in contract agreement to be effective.
4. Client/Owner shall provide all utilities to perform work at Job Site. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other job-related functions in compliance with the contract during normal working hours or hours required by the contract or other reasonable periods of time. Contractor will commence work as reasonably practical after the owner makes the site available to perform work.
5. Any additional services not specified in the signed written contract that involves additional costs will be executed only upon signed written work order and additional fees will be assessed over and above the estimate.
6. Contractor shall recognize and perform in accordance with only written terms, contract specifications, and drawings contained or referred to herein. All materials shall conform to contract specifications.
7. Contractor reserves the right to hire qualified subcontractors in accordance with the contract specifications.
8. Contractor shall designate a qualified representative with experience in tree management to oversee work. Workforce shall always dress in proper work attire. All employees shall be competent and qualified and legally authorized to work in the U.S.
9. If the jobsite conditions materially change from the time of approval of this proposal to the commencement of work causing the job costs to adversely change, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Safety of workforce will always take precedence.
10. The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings containing or referred to herein. All Materials shall conform to bid specifications.
11. Crown thinning more than twenty-five percent, or any requests not in accordance with ISA standards will require a signed waiver of liability.
12. Contractor shall indemnify the Client/Owner and its agents and employees from liabilities which may be caused due to the Contractor's work. It is understood and agreed that the Contractor shall not be liable for any damages that are the result of the sole negligence or willful misconduct of the Client/Owner or an indemnified party. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by acts of nature such as hail, fire, flood, hurricane, windstorm, etc. Under these instances, Contractor shall have the right to renegotiate the terms and prices of this proposal within thirty (30) days. Any illegal trespass claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and authorization shall be the sole responsibility of Client/Owner.
13. Notice of Cancellation of work must be received in writing to a Principle/Management of Enviro Tree Service before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel/hourly wage charge of \$150.00.
14. Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice unless otherwise agreed upon in writing. Failure to make payment per terms may result in a Mechanic's Lien, & 18% APR with a minimum of \$10.00 per month. If a check is returned for any reason at all, client/owner will pay an additional \$30.00 per returned check. We accept Visa and Mastercard. We DO NOT accept American Express or Discover. A 3% fee is charged by the credit card company for this service.
15. All work, including emergency work, overtime and weekend work performed outside of the normal working hours (Mon-Fri 6:30 a.m.- 5:00 p.m.) shall be billed at overtime rates. Power equipment will commence at 7:00 a.m., unless otherwise specified in the contract agreement. Additional charges will apply if crews are unable to use power equipment by 9:00 a.m.
16. Trees removed will be cut as close to the ground as possible based the conditions next to the bottom of the tree trunk. Additional charges will be assessed for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility and cable lines prior to commencement of work. Enviro Tree Service is not responsible for damage to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation systems. Enviro Tree Service will repair damaged irrigation lines at the Client/Owner's expense. Additionally, we will do our best to protect lawn and landscaping; however, some repair or replacement may be required and is the responsibility of homeowner.
17. Disclaimer: Contract is based on the information given at the time of contract and priced based upon information gathered during the proposal process using ordinary means and information given, at or about the time the proposal was prepared. The price quoted in the proposal for work performed is the result of that information and therefore Enviro Tree Service will not be liable for any additional costs or damages for additional work not described on the contract or proposal and terms and conditions, that were not ascertainable at the time proposal or contract. The work performed by Enviro Tree Service is intended to preserve the tree's integrity and any property of the corresponding work and enhance the overall value of the property but is not a guarantee. Enviro Tree Service cannot be held liable for unknown or otherwise hidden defects of any trees on or near work being performed, which may fail in the future. The work performed cannot guarantee exact results.

Client/Owner	Enviro Tree Service	407-574-6140	
Signature	Title	Signature	Title
Printed Name	Date	Printed Name	Date



Dear Ms. Flinchum

We greatly appreciate the opportunity to bid on this project for you! Attached is the Agreement for care of the **BERM at Sunset Lakes.**

Environmental Restoration Services is a full-service environmental resource management team, offering a wide a variety of services, including:

- Consulting
 - Dredgesox Earth-Friendly Erosion Control System
 - Lake Management
 - Invasive plant control and pond clean out's
 - Floating fountain's
 - Aeration system sales and service
 - Native Plant Installation
 - Storm Clean up
-
- **Environmental Restoration Services is fully insured, carrying full coverage to protect our customers, including workman's compensation, liability and property damage. We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!**

**Respectfully yours,
Environmental Restoration Services.**



Holly Flinchum c/o
Sunset Lakes
1221 Admiralty Blvd. Rockledge FL 32955
Email: Brobberecht@lelandmanagement.com Phone: (321) 549-0951

**Special Service Agreement - Berm Maintenance
10/12/2025. Six (6) yearly visits or every other month
maintenance.**

1. Weeding of the berm shall be done as often as necessary to maintain a high standard of cultivation and attractive appearance. Every plant and shrub shall be weeded and/or hoed no less than once every other month or six (6) times per year. Where, in the opinion of the Contractor, it is safe and practical to control weeds by use of E.P.A. approved chemicals, the Contractor may at his/her discretion use said chemicals for weed control.

2. Removal of leaf litter such as limbs, palm fronds or bamboo shoots will be removed as needed to maintain a neat appearance.

3. Trimming of plants, trees or bamboo will occur at each service as needed. Palm trees are to be trimmed twice per year. Seed pods shall be removed prior to opening, and dead fronds shall be removed during winter months and as necessary to maintain a good appearance for each individual specimen.

4. Mulch can be applied upon request of cost.

Investment Schedule

ERS agrees to perform the **Berm Management Service** stated above on an **Every other Month basis** for the total sum of **\$1,800.00** per month.

Conditions:

1. Ownership of property is implied by **CUSTOMER** with acceptance of this Agreement. In the event that **CUSTOMER** does not expressly own the areas where the above stated services are to be provided, **CUSTOMER** represents that express permission of the owner is given and that authorization to commence the above mentioned services is allowed. In the event of dispute of ownership, **CUSTOMER** agrees to hold harmless **ERS** for the consequences of such services.
2. **ERS** shall not be responsible for acts beyond its reasonable control, including adverse soil and / or water conditions, adverse weather conditions, unavailable materials, Acts of God, war, acts of vandalism, theft or third party actions. **CUSTOMER** further states that neither party shall be responsible in damages or penalties for any failure or delay in performance of any of its obligations caused by above named incidents.
3. Invoices submitted for work completed shall be paid within 30 days of receipt. A finance charge of 1.500% per month or an annual percentage rate of 18.000% will be computed on all past due balances.
4. Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
5. This proposal shall be valid for 30 days. Either party may cancel this contract with 30-day written notice. This Agreement automatically renews upon the anniversary of execution date, unless notice is given by either party with at least 30 days written notice.
6. **ERS** will maintain insurance coverage, which includes but is not limited to; General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense.
7. No alterations or modifications, oral or written, of the terms contained above shall be valid unless made in writing, and wholly accepted by authorized representatives of both **ERS** and the **CUSTOMER**.

Customer acceptance – The above prices, specifications and conditions are hereby accepted.

Joe Harms

Environmental Restoration Services LLC
Authorized Signature

Sunset Lakes

Start Date:_____



Job Quote

Island Dock & Light

Where functionality, safety and beauty come together

Date: October 15, 2025
PO #: Repair- Starlight Bridge B

To: Leland Property Management
C/O Sunset Lakes HOA
Merritt Island, FL 32953

Consultant	Job	Payment Terms	Due Date
Island	Starlight Bridge B Repairs & Acryfin Coatings	50% Deposit- Balance upon completion	Upon Completion

Qty	Description	Unit Price	Line Total
	Remove and replace of 3830 LF of lumber. Replace all deck boards, 10 support beams, 38 joists, all lower guard rails (holds mesh together inside and out). Replace with #2 pressure treated lumber, installed with stainless steel and galvanized hardware. Install new wire mesh.		\$ 16,566.32
1	Dumpster overage will be billed separately, not to exceed \$1000.	*Any	\$ 500.00
	Pressure wash handrails, mid rails and pylons- interior and exterior		\$ 475.00
852 Sq Ft	Acryfin Coating: One coat of primer, two coats of Acryfin Coatings (color of choice), one coat of UV sealer on handrails, mid-rails, bottom rails and pylons from top to bottom of bridge.	\$ 4.75	\$ 4,047.00
Note: All materials and Labor included			
Total			\$ 21,588.32

50% Deposit required. Start date to be scheduled upon receipt of deposit and will be completed within 15 days, weather permitting. Balance due upon completion.

Special Note: Island Dock and Light (IDL) does not warrant previously installed deck boards or deck substructure (pylons, joists, support beams etc.). Additionally, IDL offers no warranty against weather related damage (i.e. hurricanes, storm surge, tidal surge, high tides, winds, floods or other acts of nature) for workmanship or materials.

By signing below you agree to the terms and conditions set forth above.

X	X
Authorized Purchase Agent Name	Date:
X	X
Island Dock & Light, LLC	Date:

Make all Payments to:

Check: Island Dock & Light / Zelle: Island Dock & Light - 321-508-1777 / Venmo - Dwightfland@Islanddocknlight

Thank you for your business!



Job Quote

Island Dock & Light

Where functionality, safety and beauty come together

Date: October 15, 2025
PO #: Repair- Sierra Bridge A

To: Leland Property Management
C/O Sunset Lakes HOA
Merritt Island, FL 32953

Consultant	Job	Payment Terms	Due Date
Island	Sierra Bridge A Repairs & Acryfin Coatings	50% Deposit- Balance upon completion	Upon Completion

Qty	Description	Unit Price	Line Total
	Remove and replace of 3690 LF of lumber. Replace all deck boards, 3 support beams, 38 joists, all lower guard rails (holds mesh together inside and out). Replace with #2 pressure treated lumber, installed with stainless steel and galvanized hardware. Install new wire mesh.		\$ 16,436.92
1	Dumpster overage will be billed separately, not to exceed \$1000. *Any		\$ 500.00
	Pressure wash handrails, mid rails and pylons- interior and exterior		\$ 475.00
856 Sq Ft	Acryfin Coating: One coat of primer, two coats of Acryfin Coatings (color of choice), one coat of UV sealer on handrails, mid-rails, bottom rails and pylons from top to bottom of bridge.	\$ 4.75	\$ 4,066.00
Note: All materials and Labor included			
Total			\$ 21,477.92

50% Deposit required. Start date to be scheduled upon receipt of deposit and will be completed within 15 days, weather permitting. Balance due upon completion.

Special Note: Island Dock and Light (IDL) does not warrant previously installed deck boards or deck substructure (pylons, joists, support beams etc.). Additionally, IDL offers no warranty against weather related damage (i.e. hurricanes, storm surge, tidal surge, high tides, winds, floods or other acts of nature) for workmanship or materials.

By signing below you agree to the terms and conditions set forth above.

X	X
Authorized Purchase Agent Name	Date:
X	X
Island Dock & Light, LLC	Date:

Make all Payments to:

Check: Island Dock & Light / Zelle: Island Dock & Light - 321-508-1777 / Venmo - DwightIfland@Islanddocknlight

Thank you for your business!



**YOUR NATIONWIDE PAVEMENT
MAINTENANCE SOLUTION**

OPP-25-043340
630 Sunset Lakes Dr
Julie Song

Steven Schwartz
steven.schwartz@rosepaving.com



PROPOSAL

OPP-25-043340
10 / 17 / 2025

Account Information
Account Name: 630 Drain Repairs 3
Street Address: 630 Sunset Lakes Dr
City State Zip: Merritt Island FL 32953-8023

Contact Information
Contact Name: Julie Song
Contact Email: julieksong02@gmail.com
Contact Phone: 321-246-1885

Rose Paving Information
Account Executive: Steven Schwartz
Email: steven.schwartz@rosepaving.com
Cell: 914.224.9901

Notes/Exclusions
50 sq ft of sidewalk repairs included in price

PRICING TABLE			
Service Line Name	QTY	U of M	Subtotal
Drain Repair, Sidewalk Repair & Driveway Extension - Remove and Replace	100	SF	\$4,600.00
Total			\$4,600.00









CUSTOMER APPROVAL

Total Dollars Approved: **\$4,600.00**

Name:

Authorized Signature:

BILLING INSTRUCTIONS:



Scope Detail

Service Line Name	Service Description
Concrete Flatwork - Remove and Replace	<ul style="list-style-type: none">-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.-Set forms as necessary to achieve proper grades.-Pour 3500 PSI concrete flush with adjacent surface.-Re-establish joints per existing.-Remove forms and construction debris after concrete has cured.



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 \$850.00, 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 IMPROVEMENTS 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 630 Drain Repairs 3, I
agree to these Terms & Conditions**