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CGC1534015-Proposal MTD2024-319-10

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1550 Marina Isle Way, Jupiter, FL 33477, USA

CGC1534015-PROPOSAL DETAILS

Marina At the Bluffs Condo Association

1550 Marina Isle Way, Jupiter, FL 33477, USA

Recoat Floor surfaces at Building 8

DESCRIPTION

TOTAL

Concrete Drive Way Repair: Bldg 13 1301 Tridal Pointe Blvd	\$9,660.00
<ul style="list-style-type: none"> • Remove broken concrete driveway up to 245 sqft • Remove broken curve up to 10 ft • Remove tree root • Pour new 8" concrete slab up to 160 cf • Redo new curve 10 ft 	
Concrete Drive Way Repair Bldg 13 / 701 Seafarer Cir	\$3,580.00
<ul style="list-style-type: none"> • Concrete patch repair up to 10 sqft • Crack repair with SikaFlex concrete fix up to 60 ft • Scale repair up to 24 sqft 	
TOTAL	\$13,240.00

CONDITIONS:

1. The Manufacturers' applicable Specifications and Product Data Sheets are hereby incorporated into this Agreement by reference. MTD shall complete the Work in compliance with the specifications, directions, and recommendations of each Manufacturer so that all available Manufacturers' Warranties are enforceable by the Owner. MTD shall be fully responsible for arranging any inspections required by the Manufacturers' representatives to ensure that the Manufacturers' Warranties will be issued to the Owner at the completion of the Work. MTD further warrant that it will comply with all application and other requirements of each producer or supplier of materials.
2. Care & Inspection: MTD Painting & Construction Corp. ("MTD Painting") shall use reasonable care in protection of the occupant's property while performing their scope of work. This includes reasonable protection of all the screens, windows, walkways, parked vehicles, and any other property in the area from paint and/or other damage caused by repairs performed as outlined in the scope of work. Notices will be posted on each building to be worked on indicating what preparation the homeowner must carry out to comply with and ensure easy access to repair tradesmen and painters. Prior to commencement of work by MTD Painting, an inspection of the property will be conducted, and damage report will be prepared, submitted to, and approved by the customer and/or property owner, and said report will list all existing and broken surfaces and items. In addition, Photos and video will be used throughout the process to document existing damage prior to work beginning and shall be used as a reference in the event a conflict arises as to the prior existence of said damage. Any damage noted on the property after the completion and confirmed by all parties to have been caused by MTD Painting will be rectified by MTD Painting, to the extent it was deliberate and caused by MTD Painting and not incidental damage necessitated by the within 15 days weather permitting, scope of work and/or repair process, itself.
3. Commencement of work: The Work prescribed herein shall commence on or before _____ (the "Commencement Date"). In the event that the Commencement Date is not currently set or decided by the parties as of their execution of this Agreement, the parties agree that the Commencement Date shall be as determined in good faith between the parties hereto, taking into consideration each party's schedule, fiscal obligations, and overall timing on the project contemplated herein, but in no event latter than three (3) months after the execution of this Agreement. Unless mutually agreed by MTD Painting and the Association, if the Association decides to stop, delay, or reschedule a mobilized project through no fault of MTD Painting, resulting in a need to move labor, materials, and/or equipment to and from a project, there will be a re-mobilization fee (\$5,000 per remobilization) for recommencement of work.
4. Labor: All work is to be done in a workmanlike manner by skilled painters and tradesmen carried out in such a way as to minimize any inconvenience to the occupants. The contractor shall maintain a full work force from start to completion and shall have a qualified foreman. All employees of MTD Painting

are compliant with the Florida workman's compensation requirements, and in the event, contractors are necessitated at a particular time for services to be performed in connection with completing the job, all such contractors must be covered by insurance to protect and hold harmless Owner(s) from any potential claims.

5. Foliage: The Owner(s) agrees and shall be responsible, at their expense, for the trimming and/or removal of all foliage and shrubbery clinging to or otherwise obstructing access to the buildings, preventing vehicles from parking nearby while work is in progress and generally impairing or preventing adequate access to the areas to be repaired and painted. Please note that while we will attempt to avoid damage to any landscaping or foliage, MTD Painting WILL NOT be liable and/or responsible for repairs or replacement of landscaping and foliage that suffers "incidental "or "accidental" damage during the reconstruction and painting process if the damage is not a result of gross negligence or intentional acts of MTD, its employees, subcontractors, or material suppliers.
6. Access & Notification: MTD Painting shall advise the Association and owner(s) of the areas in which work is to be performed sufficiently in advance of the work schedule in order to permit the Association and owner(s) to relocate or otherwise take adequate and reasonable steps to secure and protect the personal property contained on patios (whether enclosed or not), including, but not limited to, all personal property and belongings, planters and the like from any risk of damage during MTD Painting's performance of their scope of work in the subject area. Failure by the Association and owner(s) to remove or otherwise take adequate and reasonable steps to protect such personal property shall effectively waive all claims the Association and owner(s) may have against MTD Painting for any damages sustained by the Association and owner(s) to their personal property. The Association's and/or owner(s) designated representative and MTD Painting shall transmit all information pertaining to the job and shall not permit interference from the residents of the property. The Association, owner(s) and management further agree to make all reasonable efforts without delay to notify all occupants of the property to timely remove any personal property, i.e., items and patio furniture, from the areas to allow MTD Painting to proceed with their scope of work.
7. Permits: The Association agrees that they shall be solely responsible for costs attendant to obtaining and securing all necessary permitting required by any state or local agency to perform the work contemplated hereunder. In the event MTD Painting advances such costs after notification to Association, the Association is under an affirmative obligation to promptly reimburse MTD Painting for advancing any such costs of permitting required for the project upon tendering of an invoice.
8. Staging & Storage: MTD painting shall use all reasonable care to avoid damage to the Association's, owner's, and occupant's personal property, including all screens, windows, walkways, parked vehicles, and any other personal property in the work area from paint and/or other materials. MTD Painting will deliver all materials to the job site in original sealed cans and/or packages. MTD painting will store all materials, tools, appliances, etc. in an area to be provided by the Association. MTD Painting will always be solely responsible for maintaining the cleanliness of the storage area and will remove all accumulated debris daily. All stages, ladders, tools, etc. will be secured daily. MTD Painting will provide enough drop cloths that protect the vehicles and property from damage. Upon completion of each area, MTD Painting shall be responsible for cleaning up and removing all remaining debris and containers from the premises.
9. Concealed Conditions: During the pressure cleaning, painting, and restoration process, there is a possibility that latent conditions such as rotted wood, deteriorated metal, delaminated stucco, and peeling substrates, which were not previously visible, may be revealed or uncovered. The quoted price in this document does not include the cost of addressing these unforeseen conditions. Consequently, all work required to address and repair these unforeseen conditions in order to complete the scope of work will be billed to the client and/or Owner(s) as an additional charge, in addition to the initial price mentioned herein. In the event that the Association and/or Owner(s) are informed of the discovered unforeseen conditions and fail to approve the additional work necessitated by these conditions or to

promptly rectify the conditions themselves, and if these conditions prevent MTD from completing its scope of work, MTD shall have the right to unilaterally terminate the Agreement with no further liability to the Association and/or Owner(s), whether under this Agreement or otherwise. MTD shall provide a written change order, supported by documentation regarding the necessity and costs associated with addressing the concealed conditions. Both parties must sign the change order for it to be valid.

10. Color selection: All colors must be signed off and approved before a project can commence prior to starting the project, and for signed approval, the owner(s) will designate an area of a building on which MTD Painting apply a paint sample of the chosen final color and finish. Any color selection that requires a second coat aside from sealer and first coat will incur additional charges to the price in this agreement (if the second coat is not included in the inclusions). Any special distribution of colors, i.e., where specific colors go on surfaces, must be confirmed in writing between the parties as well. The agreed upon commencement Date must be honored by having color selections timely completed by the Association.
11. Agreement Provisions: This proposal is in effect for thirty days (30) from this date. If this proposal is accepted, but MTD Painting have not received authorization from the Association and/or Owner(s) to commence their scope of work within six (6) months of accepting this proposal in writing a re-inspection of the property and re-quoting of the price for the scope of work will need to be conducted and provided by MTD Painting to account for any changes in material prices.
12. Insurance & Liability: MTD Painting agrees to submit certificates of insurance covering liability property damage and worker's compensation coverage, which shall be kept in force during the entire course of the work. MTD Painting, during the term of this Agreement shall obtain and maintain policies of insurance, in which the Association shall be named as an insured, in the form of coverages as indicated: Policy of comprehensive public liability insurance, which shall include completed operations hazards, with limits not less than two million (\$2,000,000) dollars for damages incurred by the person for any one occurrence, and not less than two million (\$2,000,000) dollars for damages incurred or claimed for and one occurrence, and not for less than two million (\$2,000,000) dollars for property damage per occurrence. Workers compensation insurance in limits required by statute. Owned or non-owned auto liability with limits set forth herein. Copies of the certificates of insurance for each of the policies listed above shall be furnished to the Association prior to the commencement of the work to be performed by MTD Painting pursuant to this Agreement. No policy of the insurance as required herein shall be replaced or canceled without 30 days' prior written notice thereof to be sent to the Association.
13. No work shall commence under this proposal until it has been duly executed and becomes a binding contract. If the unpaid balance of the Contract Sum exceeds the cost of completing and correcting the Work, including compensation for the Association Representative's additional services made necessary thereby, such excess shall be paid to MTD. If such costs exceed the unpaid balance, MTD shall pay the difference to the Association. This provision shall in no way limit the Association's right to claim any additional damages including but not limited to delay and consequential damages. This obligation for payment shall survive termination of this Agreement.
14. Attorneys' Fees. Upon any default by client hereunder of any payment obligations owed to MTD Painting hereunder, MTD Painting's reasonable attorneys' fees and costs incurred in collecting amounts owed and otherwise enforcing their rights hereunder and under applicable law shall be chargeable to the client, including those expenses incurred in any appellate and/or post-judgment proceedings Waiver of Jury Trial. In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs. The Agreement shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from the Agreement shall be brought only in a court of competent jurisdiction in _____, Florida
15. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT. ANY OF THE PARTIES HERETO MAY FILE AN ORIGINAL

COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF SUCH PARTY'S RIGHT TO TRIAL BY JURY.

16. MTD Painting are not responsible or liable for all claims, injuries or damages of whatever nature involved in the following situations:
1. Application of deck paints to areas previously painted, coated or resurfaced.
 2. Painting associated with stairs, the coating of stairs, steps, catwalks, or any other walkable surface.
 - a. *Note: Notwithstanding the foregoing, MTD Painting provide skid- free finishes on the surfaces set forth in this sub section 2
 3. Latent, undisclosed, and undiscovered Roof leaks, broken tiles and cracked tiles that exist prior to performing the job contemplated herein.
 - a. *Note MTD Painting shall inspect for cracked and broken roof tiles prior to performing any services set forth herein and shall notify the Association of same prior to commencement of work.
 4. Slip and fall on painted surfaces containing skid-free surfaces.
 5. Slip and fall caused by equipment that has been conspicuously and carefully placed by MTD Painting and upon notices of work provided to Owner(s) on the premises (i.e., marked off areas) while performing its duties contemplated herein.
 6. Applications of paint to sidewalks and common area walkways (i.e., lead-in sidewalk and those leading to common areas) that have been previously painted, coated or resurfaced.
 7. Damages caused by paint on clothing when it is obvious that painting is in progress.
 8. Damages, injuries or claims of poor paint adhesion, durability, or aesthetics caused by prior-existing water collection areas (i.e., door mats, plants, etc. left outside over an extended period).
 9. Acts of God or Forces of Nature.
 10. Prior existing construction defects of any kind.
 11. Movement of building or foundation causing new stress cracks to appear, thereby causing water intrusion and related problems to occur after the paint coating has been applied.

Payment Terms and Remedies for Non-Payment

1. Structured Payment Schedule: The client shall remit payments for services rendered in accordance with a predetermined schedule of completion milestones. These milestones and their corresponding payment percentages, culminating in a final payment of 10%, will be clearly defined and agreed upon at the outset of the project.
2. Final Payment and Project Completion: Upon completion of the final walkthrough and the satisfactory resolution of any items listed on the punch list, the client shall remit the final 10% of the contract amount.
3. Invoice Issuance and Due Date: Invoices will be issued at the completion of each predetermined milestone and are payable upon receipt. The client is granted a two-week period (14 calendar days) from the date of each invoice to fulfill the payment obligation.
4. Consequences of Delayed Payment: In the event that payment is not received within the aforementioned two-week period, the service provider reserves the right to initiate a lien against the property. This lien will be in compliance with the applicable local and state lien laws and will serve as a measure to secure the outstanding payment.

The above specifications, costs, and terms are hereby accepted.

YOUR SIGNATURE

YOUR NAME

Rocky Villanueva

CARLOS BELLO

DATE

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⊘ Decline

Approve

SUBJECT

Proposal for Driveway Repairs

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