

BASTOS PAVERS INC.

3251 OLD METRO PKWY, FORT MYERS FL 33916
 (239) 275-7283 • BASTOSPAVERS@GMAIL.COM
 W W W . B A S T O S P A V E R S . C O M

Date: 1/20/2023

We the undersigned, by signing below, represent we fully and completely own the subject property and have full authority to enter this contract. As owners, we represent we know of no conditions which would prevent or impede the services and materials to be provided by Bastos and the contractor has relied on the representation in establishing the amounts the owner will pay for services and materials. Any change in the condition or requested work will require a written change order to be entered by the parties.

In accordance with your recent request, **Bastos Pavers Inc.** is pleased to submit this contract for professional services for:

. Lone Oaks in Marsh Landing Association 2 (buildings 6,7,&8)

The project is located at: **22906 Lone Oak Dr Estero, FL 33928**

Scope of Work:

The scope of work will consist of **Bastos Pavers Inc.** providing installation and materials as stated in the description below:

**I. DRIVEWAYS AND WALKWAYS 5,765 SF:
 Lone Oaks in Marsh Landing Townhouses, buildings #6, 7 and 8: ASSOCIATION 2.**

Remove the existing concrete driveway and walkway, then install a new brick paver driveway and walkway. Install crushed limestone base rock and compact. Then set the pavers on top of screening sand. Compact the pavers into the sand. Sweep in fine silica joint sand between the pavers, and install a concrete edge restraint around the border to hold the pavers in place.

Building #6

Unit: 22942

Driveway: 28' long x 11' wide= 308 square feet

Driveway flare to the street: 5' long x 3' wide= 15 square feet

Front walkway: 53' long x 4' wide= 212 square feet

Unit: 22946

Driveway: 28' long x 11' wide= 308 square feet

Driveway flare to the street: 5' long x 4' wide= 20 square feet

Joined front walkway with unit 22948:

25' long x 4' wide= 100 square feet

+ 9' long x 5' wide = 45 square feet

Unit: 22948

Driveway: 23.5' long x 11' wide= 259 square feet

Driveway flare to the street: 5' long x 4' wide= 20 square feet

Unit: 22944

Driveway: 24' long x 11' wide= 264 square feet

Driveway flare to the street: 5' long x 4' wide= 20 square feet

Front walkway: 53' long x 4' wide= 212 square feet

Building #07

Unit: 22932

Driveway: 30' long x 11' wide= 330 square feet

Driveway flare to the street: 5' long x 3' wide= 15 square feet

Front walkway: 54' long x 4' wide= 216 square feet

Unit: 22936

Driveway: 27' long x 11' wide= 297 square feet

Driveway flare to the street: 5' long x 4' wide= 20 square feet

Joined front walkway with unit 22938:

25' long x 4' wide= 100 square feet

+ 9' long x 5' wide = 45 square feet

Unit: 22938

Driveway: 25.5' long x 10' 8" wide= 272 square feet

Driveway flare to the street: 5' long x 4' wide= 20 square feet

Unit: 22934

Driveway: 28' long x 10' 8" wide= 299 square feet

Driveway flare to the street: 5' long x 2' wide= 10 square feet

Front walkway: 54' long x 4' wide= 216 square feet

Building #08

Unit: 22922

Driveway: 22' long x 11' wide= 242 square feet

Front walkway: 53' long x 4' wide= 212 square feet

Unit: 22926

Driveway: 23.5' long x 11' wide= 259 square feet

Driveway flare to the street: 5' long x 4' wide= 20 square feet

Joined front walkway with unit 22928:

25' long x 4' wide= 100 square feet

+ 9' long x 5' wide = 45 square feet

Unit: 22928

Driveway: 28' long x 11' wide= 308 square feet

Driveway flare to the street: 5' long x 4' wide= 20 square feet

Unit: 22924

Driveway: 29.5' long x 11' wide= 325 square feet

Driveway flare to the street: 5' long x 4' wide= 20 square feet

Front walkway: 53' long x 4' wide= 212 square feet

Total: 5,386 + extra for cuts and waste= 5,765 square feet

Paver Style: 2 Pc Euro (6"x6", 6"x9") 2 3/8" 60mm

Paver Color: Vanilla/Pecan/Charcoal

Pattern: Random

NOTES:

All driveways and walkways will keep the same footprints.

Leave the downspouts drains and the entryways (concrete slabs and steps) as is.

Terms of Service Agreement:

Bastos Pavers wants to provide the best customer service; therefore, we want all of our clients to understand our service expectations. The company considers it important to be fully informed on the services and what to expect, before, during and after a service. Please fully read and review these terms, and let us know if you have any questions or concerns about any information contained in our agreement. We will require you to verify that you read and understood the terms and conditions agreement before we commence any work. Please initial on every shaded area.

Removal of fixtures:

RR Bastos Pavers will not be responsible for the removal, installation, and/or replacement of fixed structures (i.e. baby barriers, fences, gates, railings, hurricane shutters, irrigation systems, etc.) unless otherwise specified with a description of the work included in the price of the estimate/contract.

RR It is the responsibility of the homeowner/property management to move or cap sprinkler heads and/or irrigation lines prior to Bastos Pavers starting work.

Protection of Personal Property:

RR If work is being done near an A/C unit, it is the responsibility of the homeowner to cover/protect the A/C from dust/debris. Bastos Pavers will not be liable for any damage caused to an A/C unit from dust and debris.

RR During the process to install pavers, a large amount of dust is often produced. It is the responsibility of the homeowner to protect the inside of the house and possessions from dust while Bastos Pavers is working. This includes, but is not limited to: inside furniture, patio furniture, outdoor kitchens, decorations, windows, sliding glass doors, etc. Bastos Pavers will not be liable for cleaning dust from doing this project inside of homes or off of patio furniture."

Dust may be produced when:

- *Concrete demolition (Driveways, Patios, Entryways, sidewalks, Pool Decks etc)*
- *Cutting of tiles (Patio, Entryways, Pool Decks etc)*
- *Sanding, Pressure Washing and Sealing.*

N/A During demolition of driveways and the installation of pavers, the garage door will need to be opened about 1/2 way to prevent damage to the door. Bastos Pavers will not be liable for cleaning dust/etc. from inside garages when cutting concrete or during the installation process. It is the responsibility of the homeowner/association to protect the inside of the garage from dust and debris.

RR The homeowner/association is responsible for installing dirt and sod up against the concrete edge restraint around the pavers to help reinforce them. The concrete needs to be completely covered with no concrete exposed. Bastos Pavers will not be liable for fixing separated pavers that separate from a lack of sod being installed against the edge restraint.

N/A Pool cleaning disclaimer: Customer has declined the pool cleaning service offered by Bastos Pavers. Bastos Pavers will not be held liable for the removal of the extra debris that ends up in the pool from doing this project.

RR The homeowner/association is responsible for testing the condition of the irrigation lines. This procedure will ensure there are no leaks in the lines after an area has been prepared prior to paver installation. The homeowner will check the irrigation lines where the area has been prepped by Bastos Pavers as well as the surrounding areas. If a leak is found, it is the responsibility of the homeowner to notify Bastos Pavers while the crew is on site and prior to the pavers being installed. Bastos Pavers will not be liable to fix any leaks once the project has been completed and the crew has left.

KK The homeowner/association is responsible for testing any electrical lines, plumbing, etc. in the area where work is being done (if there are any lines in the area) prior to and after installation. If an issue is found that was not there prior to Bastos Pavers coming to do installation, it is the responsibility of the homeowner to notify Bastos Pavers while the crew is on site and prior to the pavers being installed. Bastos Pavers will not be liable to fix any issues once the project has been completed and the crew has left.

KK The homeowner/association is responsible to move and/or protect any and all lighting, light fixtures, mail boxes or any other fixed structures in or near the area where will be done. Bastos Pavers will not be liable for protecting or moving any of these structures nor for any damage that may occur if the fixtures are not moved and/or protected.

KK While Bastos Pavers will be careful when using wheel barrow and/or other equipment to complete your project, sometimes grass/pard will result in "ruts" from the equipment. Sometimes, this is unavoidable. Bastos Pavers will not be liable to fix any grass/sod/dirt/ruts where wheel barrows and/or machines must go over in order to do this project. Sometimes grass can be damaged or ruts caused by the machines. Most of the time, these will "repair" themselves given a little time.

KK Color Matching:

☒ TriCircle, Treron, nor Old Castle Pavers guarantee color match between 30mm and 60mm pavers.

☒ Bastos Pavers will not be liable for color matching pavers.

☒ Marble and travertine are products of nature, natural color and veining will vary from one tile to another and absolutely no two tiles are alike. Bastos Pavers will not be liable to try to match natural color.

☒ New pavers may not be an exact match to the sample pavers given to me as they come from different batches.

DISCLAIMER: It is strongly recommended that you come in to the showroom to select/verify pavers that you feel will best match/work for you PRIOR TO SIGNING THE CONTRACT. Bastos Pavers will NOT be liable for matching paver colors or styles or color variances between pavers and their representations in pictures or with existing pavers.

Natural look occurrences:

KK Efflorescence may be present on the surface of concrete pavers. This is a natural occurrence in all concrete products. It is not grounds for rejection.

KK Travertine and Marble: Rust can occur for lanai and covered areas or due to moisture from the air. Bastos Pavers will not be liable for replacement nor cleaning.

On behalf of *Bastos Pavers Inc.* thank you for giving us this opportunity to serve you.

If you have any questions regarding this agreement, please call 239-275-7283.

Sincerely,

Reiwise Bastos

President/CEO

Payments and Scheduling:

- The total project will cost \$ **51,308.50**. This price is for cash or check payments. Paying by card may have additional fees.

Deposit:

50% initial deposit \$ **25,654.25** is required. This will allow our company to order the material and schedule the work to be completed.

- **NOTE:** There will be a 5% cancellation fee for projects that are cancelled. Also, there may be separate restocking and processing fees for pavers from the manufacturer.

Final Payment:

The remaining **50% (percent)** of total cost \$ **25,654.25** is due upon completion of the project, meaning all material is installed and we are no longer on site. If there is a permit, balance is due upon completion of work; however, up to \$200 can be withheld until the permit is closed after final inspection.

Bastos pavers will e-mail or mail the final bill when job is completed. From then on, your account will be automatically due. Any unpaid balance beyond 10 days will put your account in delinquent status, which means, no more work can be performed until the balance of the payment is received. Any Invoice due past 30 days is subject to being forwarded to collections.

Liens

- Bastos Pavers will create an invoice once deposit has been received. Bastos Pavers Inc. has the right under Florida Construction Lien Law to enforce their claim for Final Payment against your property when invoice is not paid within 90 days starting from 1st day of commencement of work or completion of the project. Refer to Construction Lien Law, Chapter 713, Part I, Florida Statutes.

Additional Fees:

- Pursuant to Florida law, all dishonored checks will be subject to a service charge of \$36.00. This must be paid by cash, money order or cashier's check.
- Late/overdue payments will be subject to a 10% fee for every 30 days payment is late/overdue.
- Bastos Pavers shall also be entitled to recover all attorney's/ paralegals' fees and costs incurred in connection with Bastos Pavers exercise of any of the remedies set forth in this contract, including any litigation arising out of this contract up through and including all trial and appellate levels and post judgment proceedings.

Bastos Pavers will provide a tentative date depending on paver availability from manufacturer, crew availability, and weather. This date is subject to change if one of the aforementioned changes their lead time.

CONFIRMATION OF AUTHORIZATION:

The client agrees with and accepts this contract for professional services. Together these constitute the entire agreement between **Bastos Pavers Inc.** and the client.

Accepted By: _____


Ray A. Romano
The Oaks in Marsh Landing Association 2
Marco, FL 33928

3-15-23

Date

Authorized By: _____


Andrea Bastos- Director
Bastos Pavers, Inc
10000 Pkwy, Fort Myers FL 33916

4/2021

ASSUMPTION OF RESPONSIBILITY AND LIABILITY FOR IRRIGATION WAIVER

In consideration of Bastos Pavers, Inc. being asked to install pavers at the residence of **Lone Oaks in Marsh Landing Association 2 (buildings 6, 7, & 8) at 22906 Lone Oak Dr Estero, FL 33528**. I agree as follows:

Assumption of Responsibility:

I understand that it is my responsibility to have any irrigation lines capped and/or relocated prior to Bastos Pavers coming out to start my project. **If this is NOT done and Bastos Pavers has to cap and/or move any sprinklers, THERE WILL BE ADDITIONAL CHARGES added to my final invoice.**

I understand that even if the tentative start date given to me by Bastos Pavers changes, it is in the best interest of this project to have this done prior to the initial tentative date provided to me so this will not cause further delays.

I understand that it is my responsibility to test the condition of the of the irrigation lines to ensure there are no leaks in the lines after the area has been cleared and prior to the pavers being installed.

I understand that if I do not have control over testing the irrigation lines, it is my responsibility to make arrangements made to have the lines tested while Bastos Pavers is on site.

I understand that it is my responsibility to notify Bastos Pavers immediately if any leaks are found and while they are on site, and if I do not notify Bastos Pavers while they are on site, Bastos Pavers will not be liable to return to fix any leaks once they have left.

I understand that it is my responsibility to test any electrical, plumbing, or other such items in the area where work is to be done (if applicable) prior to AND after installation. If an issue is found, it is my responsibility to notify Bastos Pavers immediately, while they are still on site. Bastos Pavers will not be liable to fix any issues once the project has been completed and the crew has left.

I understand that Bastos Pavers will not be liable to fix and/or replace any lighting, light structures, mailboxes or any other fixed structures that are not moved and/or protected from the work that is being performed.

Liability Waiver

I hereby agree to the following:

I agree that it is my decision to move forward with the project being in full knowledge and understanding that Bastos Pavers will not be liable to fix any irrigation or electrical issues once the project has been completed and the crew has left.

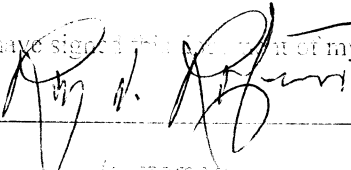
I agree I will NOT go onto Google or any other social media platform and leave a negative review or leave disparaging remarks due to any issues that may arise with irrigation and or electrical once Bastos Pavers has completed my project and the crew has left.

I agree that I cannot refuse payment to Bastos Pavers for their work due to issues unrelated to installation (ie. leaks in irrigation, electrical not working.)

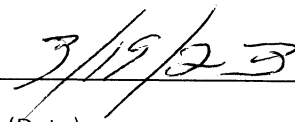
Affirmation and Consent

I hereby affirm I have carefully read this document and understand all its contents. I am aware this document is a release of liability and a contract enforceable against me (and my heirs, next of kin, guardians, legal representatives, etc.) in a court of law.


I have signed this document of my own free will.



(Customer)



(Date)



(Andrea Bastos, Director of Bastos Pavers)

1/20/2023

(Date)