



## Board of Alderman Request for Action

**MEETING DATE:** 8/2/2022

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Resolution 1092 – Amending the Harborview Neighborhood Grant Award

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**REQUESTED BOARD ACTION:**

A motion to approve Resolution 1092, amending the Harborview Neighborhood Grant Award to increase expenditures by \$7,950.

**SUMMARY:**

Harborview was awarded a Neighborhood Beautification Grant to install a concrete sidewalk (5 foot wide) from Lakeview Drive to the Corps property. The application also includes cleaning up some overgrowth in the subdivision and installing some pet waste stations. The total project cost (including volunteer in-kind labor) was \$15,400. The Grant amount requested was \$8,200 and was approved by the Board on May 3, 2022.

Since that time the HOA has had discussions with the Corps and Clay County Parks to have them extend a connection from the Clay County Trail System to the sidewalk proposed by Harborview. A trail should be 10 foot wide to allow users to walk/ bike side by side and allow others to pass going a different direction. A 10-foot trail is much more comfortable for all users including those using mobility devices.

The HOA received costs for the project and the additional work. The project will be completed by SAM the Concrete Man for a cost of \$7,950. This cost has been reviewed by staff and is appropriate for the work to be completed. This will bring the total award for the project to \$16,150.

**PREVIOUS ACTION:**

Board approved Neighborhood Beautification Grants on May 3, 2022.

**POLICY ISSUE:**

Inviting Neighborhoods / Improving connectivity and trail system

**FINANCIAL CONSIDERATIONS:**

This project can utilize \$7,950 from the “Repairs & Maintenance – Street” line item in the Transportation Sales Tax Fund (09-5-02-5103) for the neighborhood sidewalk improvement.

**ATTACHMENTS:**

- |  |                                   |
|--|-----------------------------------|
| <input type="checkbox"/> Ordinance                                     | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution                         | <input type="checkbox"/> Plans    |
| <input type="checkbox"/> Staff Report                                  | <input type="checkbox"/> Minutes  |
| <input checked="" type="checkbox"/> Other: quote and grant application |                                   |

**RESOLUTION 1092**

**A RESOLUTION AMENDING THE HARBORVIEW NEIGHBORHOOD BEAUTIFICATION GRANT AWARD APPROVING ADDITIONAL SCOPE AND AUTHORIZING AN ADDITIONAL EXPENDITURE OF FUNDS IN AN AMOUNT OF \$7,950**

**WHEREAS**, Harborview was awarded a Neighborhood Beautification grant in an amount of \$8,200 to construct a sidewalk between Lakeview Drive and the Army Corps of Engineers property; and

**WHEREAS**, Harborview HOA has held discussions with Clay County and the Corps about extending the existing trail system to tie into this sidewalk: and

**WHEREAS**, to be an effective trail the proposed sidewalk should be widened to ten feet; and

**WHEREAS**, the HOA has secured bids and the additional cost to widen the sidewalk is \$7,950.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:**

**THAT** the Board of Aldermen approves the increase in the scope of the Neighborhood Beautification Award to Harborview and approves the additional expenditure of funds in an amount of \$7,950 for a total award of \$16,150.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 2<sup>nd</sup> day of August, 2021.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

A C C E P T E D C H A N G E O R D E R

Sam The Concrete Man - Kansas City  
6320 Brookside Plaza  
Suite 189  
Kansas City, MO 64113  
(913) 215-9585



<https://kansas-city.samtheconcreteman.com/>

**Billing/Service Address**

Todd Johnson  
301 Lakeview Dr  
Smithville, MO 64089  
(913) 424-6701 (Mobile)  
newharborviewbod@gmail.com

Date	July 18, 2022
Total	\$7,950.00

Prepared by Nick Maassen ([nmaassen@samtheconcreteman.com](mailto:nmaassen@samtheconcreteman.com))

U N A C C E P T E D O P T I O N S

The following options were not selected and are not included.

Item	Description	Amount
Sealer [801 - 1,200 SQ. FT.]	RECOMMENDED: Apply a waterproof / chloride-proof sealer to the entire project, including base of sidewalk. Was not accepted on original proposal.	\$250.00
		Subtotal \$250.00
		Tax \$0.00
		Total \$250.00

**LOCALLY OWNED AND OPERATED**

Item	Description	Amount
Estimate	<p>Additional Sidewalk Square Footage Installation</p> <p>-Remove and dispose of additional yard waste where new concrete is to be installed. Per customer, some dirt can be kept at job sit off path area.</p> <p>-Install approximately additional approximately 5' x 118' of sidewalk, totaling approximately 10' x 118'.</p> <p>-Quote is contingent on pictures of needed landscape removal based on additional square footage.</p>	\$7,950.00
Included Services	<ul style="list-style-type: none"> <li>• Remove and dispose of the existing concrete up to 4" thick with wire mesh reinforcement. Any additional thickness or reinforcement may incur additional charges.</li> <li>• Compact the subgrade with a mechanical compactor as required.</li> <li>• Install and compact rock base material or select fill as needed to reach the proper grade.</li> <li>• The sidewalk will be 4" of 4,000-psi a/e concrete reinforced with 1/2" rebar every 24" x 28 "" each way, across entire sidewalk.</li> <li>• Expansion joints will be installed as needed.</li> <li>• A brushed or broom finish will be applied.</li> <li>• Control joints will be installed as needed. Sections not to exceed 10' each way unless specified otherwise.</li> <li>• Clean up daily and at the job completion.</li> </ul>	
	Subtotal	\$7,950.00
	Tax	\$0.00
	Total	\$7,950.00

This change order was digitally signed on Tuesday, July 26, 2022 by Terry Snyder.



You selected to receive confirmations/reminders via Email to newharborviewbod@gmail.com.

You selected to receive en routes via Email to newharborviewbod@gmail.com.

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## T E R M S   A N D   C O N D I T I O N S

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### *For Warranty Information-Click here*

Concrete is a natural material and therefore textures and color are affected by factors beyond our control. New concrete should not be expected to match existing work or samples provided. Work is guaranteed to be as specified herein and will be completed in a workmanlike manner per industry-standard practices. Changes to this contract requested by Customer is to be made to the owner may become an extra charge over and above the proposed amount. Notice of any initial installation defects must be made within five days of job completion. Payment: A deposit of 50% of total job is due at the start of work with balance due at job completion. Acceptable forms of payment include cash, check, or money order. This proposal is subject to acceptance within 30 days and may be void thereafter at the discretion of Local Owner. Cancellation Policy: In the event of cancellation by the client, Local Owner shall be entitled to retain 10% of the contract amount or actual damages, whichever is greater. If Local Owner cancels the contract before work begins, Customer shall be entitled to a refund any deposit paid.

(a) NJM Properties LLC "Local Owner" is a franchisee of SAMCO, LLC d/b/a Sam the Concrete Man ("Franchisor"). The only relationship between Franchisor and Local Owner is that of independent contractor operating its business pursuant to a license from Franchisor, that the business conducted by Local Owner is completely separate and apart from any business that may be operated by Franchisor. This Agreement does not create a fiduciary relationship between them or constitute either party as agent, legal representative, subsidiary, joint venturer, partner, employee, servant or fiduciary of the other party for any purpose whatsoever. Local Owner is not an affiliate of Franchisor and does not have authority to act for Franchisor in any manner and cannot create any obligations or indebtedness that would be binding upon the Franchisor. Customer agrees and acknowledges that Franchisor is not in any way responsible for any acts and/or omissions of Local Owner, its agents, servants or employees. (b) Sole Remedy: Customer's sole remedy for any defective work is described in the attached Limited Warranty incorporated into this Agreement for all purposes as Attachment "A". Customer waives any right to incidental or consequential damages, including but not limited to, sprinkler heads, water lines or other buried lines that are within close proximity to the project. (c) Force Majeure: Local Owner shall not be responsible for any delay,

liability, loss or damage due to any failure to perform under this Agreement, due to strikes, inability to obtain transportation, Acts of God, inclement weather, fire, floods, storms, disease, or any causes beyond Local Owner's reasonable control, nor shall Local Owner be responsible for failure of delivery or delay due to federal, state or other governmental statute, regulation or authority. (d) Authority: You represent that you have the authority to contract for the work and are responsible for payment for the work. You represent that you are the owner or authorized agent of the owner of the property where the work is being performed. You agree to indemnify and hold harmless Local Owner for any liability of Local Owner for unauthorized work if you are in breach of this provision. (e) Changes: Changes to this contract must be requested in writing to Local Owner and may become an extra charge over and above the proposed amount. (f) Statute of Limitations: The statute of limitations for filing a claim under this Agreement is 1 year from date of discovery of any breach of this agreement. (g) Governing Law and Venue: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Missouri, without reference to its choice of laws principles. The parties: (i) agree that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts located in the county in which the work is performed; (ii) consents to the exclusive jurisdiction of each such court in any suit, action or proceeding; (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts. If any provision of this Agreement is void, illegal or unenforceable by law, the remaining terms shall be valid and enforceable. This Agreement is between you and Local Owner.

I agree to be bound by this Agreement.



# Neighborhood Beautification Grant Application City of Smithville, MO

## Applicant Information

Neighborhood or Homeowners' Association Name: Harborview HOA Date: 3/31/22

Address: 405 Marina Drive  
*Street Address*  
Smithville, MO 64089

*City* *State* *ZIP Code*

Phone: 816-289-1749 Email: newharborviewbod@gmail.com

Contact Person: Terry Snyder Title: President

Project Title: 2022 Harborview Beautification Project

### Brief Description of the proposed Project:

We propose to install a connector trail from Lakeview Drive, South to the Corps of Engineer's land, remove overgrown brush and trees along greenspaces, trim up trees identified by our arborist, plant 40+ new trees, and install pet waste stations throughout the neighborhood.

## Budget Information

The amount of grant funds awarded to the neighborhood ranges from \$50 - \$25,000. All funds awarded are required to have matching funds contributed from the neighborhood. Matching funds can come in the form of actual funds or in-kind donations such as volunteer hours or equipment. The required match must be equal to 50% of the total project cost. (e.g., if total project cost is \$10,000, the neighborhood or homeowners' association contributes \$5,000 and requests \$5,000 in grant funds from the program.) Volunteer hours are calculated at the rate of \$20/hour and must be confirmed at the completion of the project.

Total Project Cost:	<u>\$15,400</u>
Grantee Cash Contribution:	<u>\$5,920</u>
Grantee In-Kind Contribution:	<u>\$2,280</u>
Grant Amount Requested:	<u>\$8,200</u>

## Project Information – Please attach additional documentation if needed

Expected Project Start Date 4/15/22 Expected Completion Date 6/27/22

### Description of how this project will enhance the neighborhood:

Through the previous decades, we have lost a lot of trees in our greenspaces. We are looking to clean up those greenspaces, take care of the trees that are there, and add to their number with 40+ new trees to be planted. Our connector trail will allow our neighbors to walk to the adjoining Corps of Engineer's trail without having to walk through mud, and brush. Our pet waste stations will ensure that pet waste is not an issue on our sidewalks.

**Description of how the grant funding will be matched by the organization:**

Our projects call for 114 hours of labor, to be provided by volunteers within the neighborhood. We will be working in tandem with our arborist and contractor during the connector trail installation.

**Description of how the project will be maintained or funded in the future, if necessary:**

Pet waste stations will be added to our annual budget for supplies, as well as a weekly stocking/cleaning route to ensure that pet waste doesn't linger. Our connector trail will added to our annual facilities review.

**Required Attachment Checklist**

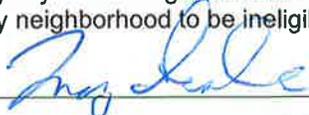
In addition to this application, the following documents will be required to fully assess the proposed project:

- A detailed Project Budget shown through a completed Attachment A (Example Included)
- Photos of the proposed project area
- Plan or map showing the location of the project and projected improvements
- At least three estimates for all work
- Letter of authorization from any agencies, utilities, or property owners affected by the project
- Letter of approval of use of funds from the neighborhood or homeowners' association Board
- If using cash contribution for the match, proof of available funds
- If planning to use volunteer hours for an in-kind match, a completed Volunteer Pledge Sheet (Attachment B)
- A copy of the by-laws for your neighborhood or homeowners' association
- A list of the current neighborhood or homeowners' association board members

**Disclaimer and Signature**

I, the applicant, understand and agree that all applicable required City permits, which may include a building permit, right of way permit, must be obtained before work begins.

I, the applicant, confirm that I have read the terms of the application and that I am acting on behalf of my neighborhood or homeowners' association, in accordance with their expressed wishes, which were determined by a vote or consensus of the majority of the neighborhood stakeholders. I understand that acting without consent of my organization may cause my neighborhood to be ineligible for future grants.

Authorized Agent's Signature:  Date: 3-31-22





# Harborview HOA Board of Directors

Name	Position	Term
=====	=====	=====
Terry Snyder	President	2024
Phil Smith	Vice President	2025
Bailey Meyer	Treasurer	2023
Dwayne Smith	Secretary	2023
Barb Parkerson	Member at Large	2025



P R O P O S A L

Sam The Concrete Man - Kansas City  
 6320 Brookside Plaza  
 Suite 189  
 Kansas City, MO 64113  
 (913) 215-9585



<https://kansas-city.samtheconcreteman.com/>

**Billing/Service Address**

Todd Johnson  
 301 Lakeview Dr  
 Smithville, MO 64089  
 (913) 424-6701 (Mobile)  
 newharborviewbod@gmail.com

Date	March 25, 2022
Total	\$6,600.00

This proposal expires on 4/24/2022

Prepared by Nick Maassen (nmaassen@samtheconcreteman.com)

This proposal contains 1 option. Be sure to click the checkboxes below for the options you want to include.

Item	Description	Amount
Estimate	Sidewalk Installation -Remove and dispose of yard waste where new concrete is to be poured. -Install approximately 4' x 118' sidewalk.	\$6,600.00
Included Services	<ul style="list-style-type: none"> <li>Remove and dispose of the existing concrete up to 4" thick with wire mesh reinforcement. Any additional thickness or reinforcement may incur additional charges.</li> <li>Compact the subgrade with a mechanical compactor as required.</li> <li>Install and compact rock base material or select fill as needed to reach the proper grade.</li> <li>The driveway will be 4" of 4,000-psi a/e concrete reinforced with 3/8" rebar every 36" each way depending on vehicle traffic.</li> <li>Expansion joints will be installed as needed.</li> <li>A brushed finish will be applied.</li> </ul>	

	<ul style="list-style-type: none"> <li>• Control joints will be installed as needed. Sections not to exceed 10' each way unless specified otherwise.</li> <li>• Backfill the edges of the new concrete with fill dirt and recycled dirt on site. Does not include re-grading of current landscape to meet new concrete grade.</li> <li>• Clean up daily and at the job completion.</li> <li>• If permits are required, all required costs will be added to the proposal at cost plus an additional \$50.00 charge.</li> </ul>	
		Base \$6,600.00
		Subtotal \$6,600.00
		Tax \$0.00
		Total \$6,600.00

**Notifications** Text message to (913) 424-6701

## T E R M S   A N D   C O N D I T I O N S

Concrete is a natural material and therefore textures and color are affected by factors beyond our control. New concrete should not be expected to match existing work or samples provided. Work is guaranteed to be as specified herein and will be completed in a workmanlike manner per industry-standard practices. Changes to this contract requested by Customer is to be made to the owner may become an extra charge over and above the proposed amount. Notice of initial installation defects shall be made within five days of job completion. Customer's sole remedy for claimed warranty work shall be repair or replacement of defective areas or refund of Customer's payment, at Sam The Concrete Man's discretion. Customer waives any right to incidental or consequential damages, including but not limited to, sprinkler heads and lines that are within close proximity to the project.

**Concrete Care:** Your new concrete can receive foot traffic 12 - 24 hrs after installation. Because your concrete is still curing/setting there is to be no vehicle traffic for 7 days - this includes not pulling your car over the concrete to park in the garage.

**Payment:** A deposit of 50% of total job is due at the start of work with balance due at job completion. Acceptable forms of payment include cash, check, or money order. This proposal is subject to acceptance within 30 days and may be void thereafter at the discretion of Sam The Concrete Man.

**Cancellation policy:** In the event of cancellation by the client, Sam The Concrete Man shall be entitled to retain 10% of the contract amount or actual damages, whichever is greater. If Sam The Concrete Man cancels the contract before work begins, Customer shall be entitled to a refund any deposit paid. Performance under this agreement may be excused for reason of strike, accident, harassment, or other delays beyond our control.

**Warranty:** 1 year for workmanship & materials: 1-year materials to the extent of the material suppliers' warranty. In case of defective materials, cost of labor is not included in the material warranty. Hairline

cracks up to ¼" wide will be routed and caulked or patched. Areas with heaving cracks (vertically offset by ¼" or greater) will be repaired or replaced at Company's discretion. The use of any salts or ice melts on the new concrete will automatically void the 1-year warranty and Sam The Concrete Man cannot be held responsible for any subsequent damages. The 1-year warranty will be void on all driveway and garage floor projects that do not include the additional Sealer option due to magnesium chloride that is applied to public roads outside Sam The Concrete Man's control.

I confirm that my action here represents my electronic signature and is binding.

[Click here](#) if you no longer wish to receive notifications or related information about this proposal.





Harborview HOA  
 Jennifer Pease  
 405 Marina Dr  
 Smithville, MO 64089

**Proposal Date:** 11/2/2021  
**Work Site:** 405 Marina Dr  
 Smithville, MO 64089

**Proposed By:** Nicholas Goergen  
**Ad Source:** Referral  
 : 816-592-9704

Qty	Plant	Location		Cost
1	Oak (Pin)	South	1) Crown raise to approx 12 ft - Remove deadwood 1-2 inch and greater - Slight thinning - Remove broken and hangers	\$400.00
1	Magnolia	South	2) unsustainable, overplanted - Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade	\$200.00
1	Spruce	South	3) Remove volunteers growing under tree and treat to not grow back	\$75.00
1	Crabapple	South	4) Maintenance Prune - Weight reduction throughout as recommended - Crown raise to approx 6 ft	\$75.00
1	Maple (Red)	South	5) Maintenance Prune - Single Stem Development - Crown raise to approx 6-7 ft	\$150.00
1	Stump(s)	South	6) Machine grind below ground level and remove stump-grinding debris to approximately soil grade	\$100.00
1	Oak (Pin)	Center	7) Crown raise to balance - Remove low deadwood	\$150.00
1	Pear	East center	8) unsustainable, extremely poor structure - Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade	\$500.00
			Replacement - Sugar maple	
1	Crabapple	East center	9) Maintenance Prune - Weight reduction throughout as recommended - Crown raise to approx 6 ft	\$75.00
1	Pear	East center	10) Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade = \$200.00	\$0.00
			* This tree is currently fine, but has been dubbed a noxious weed and is prone to storm damage. This should be replaced with a sustainable tree, such as Sugar maple.	
1	Ash	East center	11) Suckered out stump - Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade	\$50.00





1	Pear	NW	12) Poor structure, shading desirable oak - Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade	\$300.00
DO NOT replace tree. Let the Swamp White oak become dominant. This area should not have another tree.				
1	Oak (swamp whi	NW	13) Maintenance Prune - Single Stem Development - Crown raise to approx 5-6 ft	\$50.00
1	Maple (Red)	NW	14) Maintenance Prune - Weight reduction throughout as recommended - Crown raise to approx 8 ft	\$150.00
1	Pear	NE	15) larger of 2 - Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade = \$300.00	\$0.00
This should be removed and replaced for the same reason as the other pears. This tree was definitely damaged by the sidewalk replacement, and it's a good time to go.				
This area should have one tree, centered on each side. I would plant these as Prairie Fire crabapple, which is a cultivar of our native, is very resistant to insect and disease issues, and will thrive in this spot. Much lower maintenance, and very sustainable.				
1	Pear	NE	16) Same reason - Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade = \$75.00	\$0.00
1	Pear	NE	17) Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade	\$350.00
* Same reasons as above, plus this tree has substantial die out from Fireblight. Treatments are costly and not very affective. Remove and replace.				

**Subtotal: \$2,625.00**

**Tax: \$0.00**

**Total: \$2,625.00**



Best Cleveland  
MW 4393A





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## Terms and Conditions

It is agreed by and between Urban Tree Specialists LLC and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract:

**Insurance by Contractor:** Urban Tree Specialists LLC warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Workers' Compensation as required by law. Certificates of coverage are available upon request.

**Cancellation Fee:** Urban Tree Specialists LLC kindly requests that the authorizing party provide at least 24 hours advance notice of any full or partial work cancellation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of \$150.00 for incurred expenses.

**Completion of Contract:** Urban Tree Specialists LLC agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise for delays because of inclement weather, labor, or any other cause beyond its control; nor shall the customer be relieved of compensation for delays.

**Tree Ownership:** The authorizing party warrants that all trees listed are located on the customer's property, and, if not, that the authorizing party has received full permission from the owner to allow Urban Tree Specialists LLC to perform the specified work. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify Urban Tree Specialists LLC for any damages or costs incurred from the result thereof.

**Safety:** Urban Tree Specialists LLC warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 Tree Care industry safety standards. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on-site.

All Work to Conform to ANSI A300 Tree Care Management Standards for the arboricultural Industry unless otherwise specified in this proposal.

**Stump Removal:** Unless specified in the proposal, stump removal is not included in the price quoted. Grindings from stump removal will be removed to approximately soil grade unless specified otherwise. Surface and subsurface roots beyond the stump are not removed unless specified in this proposal. Urban Tree Specialists LLC is not responsible for damages to underground sprinklers, drain lines, invisible fences or underground cables unless the system(s) are adequately and accurately mapped by the authorizing party and a copy is presented before or at the time the work is performed.

**Concealed Contingencies:** Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused



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64089

Ship Method: GROUND

Item(s): \$2,156.70

Shipping: \$221.99

Total does not include tax

**Total: \$2,378.69**

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\$24.95

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T9F665813

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**Global Industrial™ Steel Pet Waste Station With Tie-Handle Waste Bags, Green**  
T9F665796

\$269.95

▼ 6 ▼



Delivery to 64089: Expected delivery on or before Tue, Apr 05 with standard shipping.

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CHECKOUT

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**Platinum Paving And Concrete**  
 104 Belmont Blvd  
 Kansas City, MO 64123  
 (816) 702-0013  
 Platinumpavingkc@gmail.com  
 www.platinumpavingkc.com



**Estimate 3762**

**ADDRESS**

Harborview BOD

**DATE**  
 02/01/2022

**TOTAL**  
**\$15,600.00**

**EXPIRATION DATE**  
 03/01/2022

ACTIVITY	DESCRIPTION
<b>Project address</b>	301 Lakeview Dr
<b>EARTH EXCAVATION</b>	Earth Excavation: Strip grass and excavate dirt/subgrade approximately 0" deep. Does not include big rock excavation. All Labor, Equipment and Materials are included for this scope of work. Approximately: 115 Square yards
<b>ASPHALT PAVING OVERLAY</b>	Asphalt Paving Overlay: Install asphaltic concrete approximately 4" thick in a single lift and roll for compaction as per specifications over existing parking lot and or roads. All Labor, Equipment and Materials are included for this scope of work. Approximately: 1035 Square Feet, 1 @ \$15,600.00
<b>NOTICE TO OWNER</b>	NOTICE TO OWNER  FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

ACTIVITY	DESCRIPTION
<b>NOTE TO OWNER</b>	<p>Note to Owner: The owner/property representative is responsible for all tow charges to remove vehicles left in the work area during the scheduled date. All Irrigation systems must be turned off 24-36 hours before scheduled work and 24-36 hours after.</p> <p>Notes &amp; Exclusions:  Excludes obtaining &amp; furnishing any/all permits  Excludes KCMMB concrete mix designs  Excludes removal of irrigation lines and heads  Excludes finish grading, topsoil, backfilling, &amp; all landscaping Excludes sub-base stabilization/undercutting of unsuitable soils Excludes all bollards &amp; signage  Excludes manhole lid adjustments  Excludes engineered traffic control  Contractor to establish property lines, easements &amp; as needed survey staking to layout from  Contractor to be responsible for any demolition &amp; haul off that doesn't pertain to the above scope of work  Excludes relocating existing utilities/ utility kills  Excludes damage to items embedded in concrete/asphalt or just below the surface  Excludes furnishing a performance &amp; payment bond  Excludes survey staking  Excludes concrete &amp; soils testing</p>
<b>Terms and Conditions</b>	<p>This proposal may be withdrawn if not accepted within 30 days. Payment terms: Residential due upon completion, Commercial Net 30, 1.5% APR. Taxes are included.</p>
<b>Warranties Exclusions and Terms of Agreement</b>	<p>All labor and materials carry a one (1) year warranty.  Warranties, Exclusions and Terms of Agreement:  Sales tax is not included and will be added to invoice, unless proper tax-exempt documents are provided. No tax charged on new construction. Platinum Paving and Concrete is not responsible for losses incurred due to strikes, weather, accidents or other conditions beyond our control. Buyer is solely responsible for obtaining all necessary government approval and permits before construction begins. Milling widths are averaged and determined to aid in positive drain flow. There could be unforeseen sub grade problems that may allow more damage due to arrival of Platinum Paving's equipment. Contractor is not responsible for damage to buyer's site due to Platinum Paving's equipment being on site to perform other duties. This estimate excludes the following unless otherwise noted: permits, engineering, staking, testing, services, inspection fees, rock excavation, repair of unmarked sprinklers &amp; private utilities, topsoil, seeding, sodding of disturbed areas, relocation of utilities, caulking, prime coat and herbicide. Back filling is done with on site dirt unless otherwise specified. Platinum Paving cannot guarantee overlays over broken asphalt. Cracks may reform in the new surface due to freeze and thaw cycles. Petro mat is always an insurance policy for this problem. Platinum Paving cannot be responsible for damage caused by snow, water and ice asphalt, concrete and seal coated asphalt surfaces. Any claims of unacceptable materials or workmanship must be made in writing within (7) days from invoice. This estimate does not include any performance or payment bonds. Contact us @ 816-215-9031 if bonds are required. Platinum Paving and Concrete reserves the right to partial invoice if said project takes over thirty (30) days. Platinum Paving will begin work at a pre-determined time set forth by the property manager. Buyer is responsible for removal of vehicles from work site. Any vehicle left on the work site will be towed at buyers expense. Payment shall be made as specified on estimate. Any invoice not paid in full by said due date becomes subject to the maximum interest allowed at the time of the default. All attorney's fees necessary to collect this debt become the sole responsibility of the buyer. Including, but not limited to, liens, foreclosures, court costs and attorney fees. By signing this contract buyer agrees to all terms set forth in this contract. No modification or amendment to this contract will be valid unless in writing and signed by both parties. All terms are applicable unless otherwise specified.</p>
	<p>*Cold-mix and patching are not included in the 1-year warranty as this is a temporary solution.</p>

Thank you have a great day!

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TOTAL

\$15,600.00

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THANK YOU.

Accepted By

Accepted Date

Thank you have a great day!



