



October 16, 2019

ROBERT DVORAK
JOHNSON, MIMIRAN, & THOMPSON, INC
2000 EAST 11TH AVE, SUITE 300
TAMPA, FL 33605

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Job Location: Heritage Oak Park Community Clubhouse Pool Deck

Description: Investigate Swimming Pool Deck Subsidence

After inspecting the pool deck, it is in my professional opinion that the reason the pavers are sinking, even after a repair was made to re-level the deck, is because the sub-base fill was never properly compacted or there was organic material, roots or other live vegetation left behind to decompose. This decomposition takes several years to create hollow spots and tends to exaggerate itself during wet, rainy season.

I propose the following:

1. Remove the pool deck pavers, in the area roughly 5'0x7'0", using the edge of the pool coping as an edge border.
2. Excavate 6'0" down, or to the water table, whichever is less. This will be done at 12" lifts or increments by use of a hand shovel. This procedure will allow careful observation of the underlying soils for contaminants. Total soil to be removed will be approximately 8 cubic yards.
3. All excavated soil will be kept on the pool deck to be used to refill the hole, if no contaminants are found.
4. If the excavated soil shows decomposed contaminants, it will be removed and replaced with good clean fill.
5. The fill going back into the hole, will be hand compacted in 4"- 6" lifts.
6. Final 4" base and resetting of pavers to be performed by others.
7. The work site will expose the open area for at least a 4 days minimum.
8. During said time of exposed excavation, the hole will be secured with 3/4" plywood sheets covering area and orange cones surrounding the area.
9. If contaminated soil must be removed from site and additional soil bought in, the below referenced cost will be applied in additional to the contact price.

Per description above: the complete price to provide all labor and materials to finish work stated above is: **One Thousand Nine Hundred Dollars \$1,900.00**. If it deems necessary to remove and replace the sub-soil, the additional cost will be **\$2,285.00**. A deposit of **50%** is required within balance due 15 days upon completion.

Acceptance of Proposal: The above prices, specifications, conditions and terms are satisfactory and hereby accepted. You are authorized to do the work as specified.

Dated: _____ Signature: _____

TERMS AND CONDITIONS Contract Documents. This Proposal and this Proposal alone shall constitute the contract existing between the parties.

Construction Defect Claim Notice. Any claims for construction defects are subject to the notice and cure provisions of Chapter 558, Florida Statutes. (Fla.Stat. § 558.005(6)(2009)).

Legal Terms. The terms and provisions of this Proposal and any dispute arising in connection herewith shall be governed by and construed in accordance with Florida law. The parties agree that all disputes arising under this Proposal shall be resolved by the courts and not by arbitration. The parties further agree that the venue for any legal action brought in connection with this Proposal shall be in Lee County, Florida. In connection with any litigation arising out of or related to this Proposal, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees.

Personal Guarantee. The individual(s) whose signature appears on the acceptance of this Proposal personally guarantees the performance of all obligations to be performed by the Owner, including but not limited to, payment for the work to be furnished by Target.

Past Due Balances. All sums owed to Novella Limited Inc. which are not paid within thirty (15) days from the date due to be shall accrue interest at the highest rate permitted by Florida law.

No Damages for Delay. Under no circumstances shall the Owner be entitled to recover from Novella Limited Inc. any monetary damages or loss it might sustain as a result of any delay, intentional, negligent, or otherwise, caused Owner by any act or omission of Novella Limited Inc. or its material suppliers or subcontractors.

Workmanship. All work is to be completed in a workmanlike manner according to standard industry practices.

Express Warranty. Novella Limited Inc expressly warrants its work to have been performed in accordance with the specifications set forth on the face of this Proposal for a period of one (1) year from the date the work is completed. If Novella Limited Inc's work is found not to be in accordance with the requirements of the specifications set forth on the front of this Proposal, Novella Limited Inc shall correct the work promptly upon receipt of written notice from Owner. **THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ALL EXPRESS AND IMPLIED WARRANTIES ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY OF MERCHANTABILITY OR HABITABILITY AND ALL SUCH IMPLIED WARRANTIES SHALL BE DEEMED WAIVED AND RELEASED.**

Damage Limitation and Waiver. In the event of any breach of contract or defective work claim against Novella limited Inc, Novella limited Inc's total liability to Owner shall be deemed limited to the contract price reflected on the front of this Proposal. All claims for damages of any kind in excess of the contract price reflected on the front of this Proposal are expressly waived and released by Owner. All claims by Owner for consequential damages arising from any breach of contract or defective work claim against Novella Limited Inc are expressly waived and released by Owner.

Back Charges. The Owner shall not be entitled to make any unilateral, deductive charges against the proposal price owed Novella limited Inc. All deductive charges or set-offs against the proposal price shall only be made with the written agreement of Novella limited Inc.

Insurance Requirements. Novella limited Inc shall provide Workman's Compensation Insurance covering the employees of Novella limited Inc and General Liability Insurance with limits of One Hundred Thousand and No/100 Dollars (\$100,000.00) per person and Three Hundred Thousand and No/100 Dollars (\$300,000.00) per accident. Owner shall maintain property insurance and such other insurances as it deems necessary. The risk of any loss associated with work in place shall be borne by the Owner and the Owner shall take such action as it deems appropriate to protect itself from those exposures.

Additional Work. Any work not appearing or described on the specifications set forth on the face of this Proposal or alterations or deviations from said specifications shall be deemed additional work and shall only be performed upon the execution of an appropriate written change order between Owner and Novella limited Inc.

General. No modification, waiver, amendment, discharge or change of this Proposal shall be valid unless the same is in writing and executed by the party against whom enforcement is sought. This Proposal and Acceptance shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns. If any provision or any portion of any provision of this Proposal and Acceptance shall be held invalid or unenforceable, the remaining portion of such provision, and the remaining provision of this Proposal shall not be affected thereby. Owner acknowledges that it has read this Proposal and that it fully understands the totality of its responsibilities hereunder.