## 3300 PARK - Approval Of Pavement Repair Contract

From: David A. Lewis Jr. (davlew1965@aol.com)

Cc: davlew1965@aol.com; mdonadeo@aol.com

Date: Tuesday, May 20, 2025 at 07:03 PM EDT

Dear Unit Owners - Pursuant to the Association's Bylaws - According to CGS § 47-250(b)(9), the Board of Directors may act outside of a formal meeting with the written consent of at least two-thirds of its members, as documented in a record authenticated by all Board Members. In accordance with this provision, the Board has taken action without convening a meeting.

As Treasurer of the Association, I hereby provide notice that the Board of Directors has voted to approve Rose Paving LLC to provide the following repair/maintenance services to the Condominium:

- Pavement Repairs
- · Pavement Crack Sealing
- Seal Coating Services
- Reserve Lot Restriping

In selecting Rose Paving, the Board carefully considered both quality of service and cost-effectiveness. After reviewing multiple bids and service proposals, the Board determined that Rose Paving provided the best balance of professional service and cost savings, thereby helping to manage Association expenses responsibly for the upcoming fiscal year.

The work is expected to begin within the next two (2) weeks and further information will be disseminated as the exact start dates of the work become.

Sincerely,

Mr. David A. Lewis, Jr., Treasurer 3300 Park Avenue Condominium Association Inc. (203) 260-6864

Links in the message (1)



### 3300 PARK - CGS-47-250(b) BOD Vote to Approve Paving Contract

From: David A. Lewis Jr. (davlew1965@aol.com)

To: almallo@mac.com; stephanimoore50@gmail.com; ddrivera33@aol.com; davlew1965@aol.com

Date: Monday, April 28, 2025 at 05:28 PM EDT

Dear Board Members - According to <u>CGS § 47-250(b)</u>, instead of noticing and holding a meeting according to the Association's Bylaws, the Board of Directors may act by two-thirds consent as documented in a record authenticated by all Board Members, and the Secretary must promptly give notice to all unit owners of any action taken in this manner.

With that said, at the annual CAI-CT conference in Southington, Diana Rivera McCoy and I met Rose Paving LLC. and Premier Seal Coat to discuss their services. Post-conference they were contracted, inspected the property and provided the attached proposals for review and consideration. The scope of work included:

- Asphalt Repairs (Remove and Replace)
- Crackseal
- · Sealcoat (2 Coats)
- Reserve Lot Marking Restripe

<u>It is my recommendation that we hire ROSE PAVING LLC at a cost of \$15,836.08</u>. The monies to make the needed and necessary repairs will come from the following two (2) sources:

- Operating Account (Repairs & Maintenance) \$8,624.28
- Reserve Account \$7,211.80

It should be noted that the Association's <u>Internal Financial Control Policy</u> indicates that the Board needs bids and proposals from three (3) companies before executing a contact over \$3,500. Although only two (2) companies submitted proposals, Donadeo Realty tried on several attempts to secure at least one additional proposal but it was never received. As a result, the Board has complied with its "**best efforts**" threshold to secure a third bid according to our policy.

Time is of the essence as we will need to solicit the approval from the Inwood Condominium Complex to accommodate our parking. Please respond with your approval no later than Wednesday, April 30th at 5:00PM.

Have a great day.

Mr. David A. Lewis, Jr., Treasurer 3300 Park Avenue Condominium Association Inc. (203) 260-6864



PREMIER Proposal - Pavement Repairs & Sealcoat.pdf 138.5kB



ROSE Proposal - HOA Specific 3300 Park Ave Condo (032425).pdf 4.3MB

### Re: 3300 PARK - CGS-47-250(b) BOD Vote to Approve Paving Contract

From: David A. Lewis Jr. (davlew1965@aol.com)

To: almallo@mac.com; stephanimoore50@gmail.com; ddrivera33@aol.com; davlew1965@aol.com

Date: Monday, April 28, 2025 at 05:29 PM EDT

My vote is **YES** to the hire of Rose Paving LLC.

Mr. David A. Lewis, Jr., Treasurer 3300 Park Avenue Condominium Association Inc. (203) 260-6864

On Monday, April 28, 2025 at 05:28:17 PM EDT, David A. Lewis Jr. <davlew1965@aol.com> wrote:

Dear Board Members - According to <a href="CGS \u00a7 47-250(b">CGS \u00a7 47-250(b</a>), instead of noticing and holding a meeting according to the Association's Bylaws, the Board of Directors may act by two-thirds consent as documented in a record authenticated by all Board Members, and the Secretary must promptly give notice to all unit owners of any action taken in this manner.

With that said, at the annual CAI-CT conference in Southington, Diana Rivera McCoy and I met Rose Paving LLC. and Premier Seal Coat to discuss their services. Post-conference they were contracted, inspected the property and provided the attached proposals for review and consideration. The scope of work included:

- · Asphalt Repairs (Remove and Replace)
- Crackseal
- Sealcoat (2 Coats)
- Reserve Lot Marking Restripe

It is my recommendation that we hire ROSE PAVING LLC at a cost of \$15,836.08. The monies to make the needed and necessary repairs will come from the following two (2) sources:

- Operating Account (Repairs & Maintenance) \$8,624.28
- Reserve Account \$7,211.80

It should be noted that the Association's <u>Internal Financial Control Policy</u> indicates that the Board needs bids and proposals from three (3) companies before executing a contact over \$3,500. Although only two (2) companies submitted proposals, Donadeo Realty tried on several attempts to secure at least one additional proposal but it was never received. As a result, the Board has complied with its "best efforts" threshold to secure a third bid according to our policy.

Time is of the essence as we will need to solicit the approval from the Inwood Condominium Complex to accommodate our parking. Please respond with your approval no later than Wednesday, April 30th at 5:00PM.

Have a great day.

Mr. David A. Lewis, Jr., Treasurer 3300 Park Avenue Condominium Association Inc. (203) 260-6864

## Re: 3300 PARK - CGS-47-250(b) BOD Vote to Approve Paving Contract

From: ddrivera33@aol.com (ddrivera33@aol.com)

To: almallo@mac.com; stephanimoore50@gmail.com; davlew1965@aol.com

Date: Monday, April 28, 2025 at 05:38 PM EDT

yes. please

Ms. Diana Rivera McCoy (203) 257-9570

On Monday, April 28, 2025 at 05:28:32 PM EDT, David A. Lewis Jr. <davlew1965@aol.com> wrote:

Dear Board Members - According to CGS § 47-250(b), instead of noticing and holding a meeting according to the Association's Bylaws, the Board of Directors may act by two-thirds consent as documented in a record authenticated by all Board Members, and the Secretary must promptly give notice to all unit owners of any action taken in this manner.

With that said, at the annual CAI-CT conference in Southington, Diana Rivera McCoy and I met **Rose Paving LLC**. and **Premier Seal Coat** to discuss their services. Post-conference they were contracted, inspected the property and provided the attached proposals for review and consideration. The scope of work included:

- Asphalt Repairs (Remove and Replace)
- Crackseal
- Sealcoat (2 Coats)
- Reserve Lot Marking Restripe

It is my recommendation that we hire ROSE PAVING LLC at a cost of \$15,836.08. The monies to make the needed and necessary repairs will come from the following two (2) sources:

- Operating Account (Repairs & Maintenance) \$8,624.28
- Reserve Account \$7,211,80

It should be noted that the Association's <u>Internal Financial Control Policy</u> indicates that the Board needs bids and proposals from three (3) companies before executing a contact over \$3,500. Although only two (2) companies submitted proposals, Donadeo Realty tried on several attempts to secure at least one additional proposal but it was never received. As a result, the Board has complied with its "best efforts" threshold to secure a third bid according to our policy.

Time is of the essence as we will need to solicit the approval from the Inwood Condominium Complex to accommodate our parking. Please respond with your approval no later than Wednesday, April 30th at 5:00PM.

Have a great day.

Mr. David A. Lewis, Jr., Treasurer 3300 Park Avenue Condominium Association Inc. (203) 260-6864

### Re: 3300 PARK - CGS-47-250(b) BOD Vote to Approve Paving Contract

From: Alfred Mallozzi (almallo@mac.com)

To: davlew1965@aol.com

Cc: stephanimoore50@gmail.com; ddrivera33@aol.com

Date: Monday, April 28, 2025 at 06:03 PM EDT

I vote yes for the Rose Paving contract.

On Apr 28, 2025, at 5:28 PM, David A. Lewis Jr. <davlew1965@aol.com> wrote:

Dear Board Members - According to CGS § 47-250(b), instead of noticing and holding a meeting according to the Association's Bylaws, the Board of Directors may act by two-thirds consent as documented in a record authenticated by all Board Members, and the Secretary must promptly give notice to all unit owners of any action taken in this manner.

With that said, at the annual CAI-CT conference in Southington, Diana Rivera McCoy and I met **Rose Paving LLC**. and **Premier Seal Coat** to discuss their services. Post-conference they were contracted, inspected the property and provided the attached proposals for review and consideration. The scope of work included:

- Asphalt Repairs (Remove and Replace)
- Crackseal
- Sealcoat (2 Coats)
- Reserve Lot Marking Restripe

<u>It is my recommendation that we hire ROSE PAVING LLC at a cost of \$15,836.08</u>. The monies to make the needed and necessary repairs will come from the following two (2) sources:

- Operating Account (Repairs & Maintenance) \$8,624.28
- Reserve Account \$7,211.80

It should be noted that the Association's <u>Internal Financial Control Policy</u> indicates that the Board needs bids and proposals from three (3) companies before executing a contact over \$3,500. Although only two (2) companies submitted proposals, Donadeo Realty tried on several attempts to secure at least one additional proposal but it was never received. As a result, the Board has complied with its "**best efforts**" threshold to secure a third bid according to our policy.

Time is of the essence as we will need to solicit the approval from the Inwood Condominium Complex to accommodate our parking. Please respond with your approval no later than Wednesday, April 30th at 5:00PM.

Have a great day.

Mr. David A. Lewis, Jr., Treasurer 3300 Park Avenue Condominium Association Inc. (203) 260-6864

<PREMIER Proposal - Pavement Repairs & Sealcoat.pdf><ROSE Proposal - HOA Specific 3300 Park Ave Condo (032425).pdf>

#### **ESTIMATE**

Premier Sealcoating LLC 400 Chapel Rd Ste 1C South Windsor, CT 06074-4169 Billy@PremierSealcoat.net +1 (860) 803-0833 www.PremierSealcoat.net



#### Bill to

David Lewis 3300 Park Ave Bridgeport, CT

#### Estimate details

Estimate no.: 1016

Estimate date: 04/08/2025

Product or service	Description	Amount	
. Paving	-Obtain town permit and call before you dig number	\$5,607.00	
	-Remove existing asphalt, add process stone,		
	-Fine grande and compact base		
	-Pave 1.5 binder course		
	-Pave 1.5 surface course		
Crack Filling Road Way	Blow out cracks with compressed air to remove any dirt/vegetation.	\$3,580.50	
	Fill all cracks with hot rubberized asphalt and cover crack		
	filler with abrasive to prevent "Pick-Up" of material.		
Sealcoating Roadway	Fine cleaning of the entire driveway of any dirt & debris.	\$7,758.84	
	Clean & Pretreat any oil spots.		
	Prepare and sealcoat the area with commercial grade non-		
	skid sand mix sealer with additive.		
	Barricade driveway until completely dry (48-72 hours)		
	Subtotal	\$16,946.34	
	Sales tax	\$1,076.09	
	Total	\$18,022.43	



## 3300 Park Ave Condos

David Lewis

## **Project:**

3300 Park Ave Condos 3300 Park Ave Bridgeport, CT 06604-1144 United States Of America

Created by:

Prepared for:

Mark Powers mark.powers@rosepaving.com 860.918.8054 David Lewis 3300 Park Ave Condos



OPP-25-008064 03 / 24 / 2025

**Account Information** 

**Account Name:** 

3300 Park Ave Condos

**Street Address:** 

3300 Park Ave

**City State Zip:** 

Bridgeport CT 06604-1144

**Contact Information** 

**Contact Name:** 

David Lewis

**Contact Email:** 

davlew1965@aol.com

**Contact Phone:** 

203.260.6864

**Rose Paving Information** 

**Account Executive:** 

Mark Powers

Email:

mark.powers@rosepaving.com

Cell:

860.918.8054

License #:

#### **Notes/Exclusions**

Connecticut Home Improvement Contractor License: HIC.0670440

M&S Paving and Sealing, LLC fka M&S Paving and Sealing, Inc. Home Improvement Contractor License HIC.0571298 is now part of Rose Paving, LLC

#### **PRICING TABLE**

I KIGING IABLE						
Service Line Name	QTY	U of M	Depth	Subtotal	Estimated Tax	Total
Asphalt - Remove and Replace @ 3	623	SF	3.00	\$7033.16	\$178.64	\$7,211.80
Crackseal - Non-Routing	2387	LF		\$2299.77	\$58.41	\$2,358.18
Sealcoat 2 Coats	20418	SF		\$5294.74	\$134.49	\$5,429.23
Lot Marking Restripe- Double Bays	1	LS		\$816.14	\$20.73	\$836.87
						\$15,836.08

Line item tax total

\$392.27

Total

\$15,836.08



Rose Signature	Customer Signature
	AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY
AFTER THE DATE OF THIS TRANSACTION. SEE THE A EXPLANATION OF THIS RIGHT	ATTACHED NOTICE OF CANCELLATION FORM FOR AN
BILLING INSTRUCTIONS:	





Scope Detail	
Service Line Name	Service Description
Asphalt - Remove and Replace @ 3	PAVEMENT REPAIR  The area under consideration for Pavement repair comprises 623 S/F of deteriorated pavement  There are 5 areas of repair located on site  All repairs will be shaped symmetrically where possible  We will saw-cut a perimeter and remove the deteriorated pavement, the old material will be removed from the site and disposed of in an approved facility for recycling.  The area will be repaved with a minimum of 3.0 inches compacted hot bituminous Asphalt.  All areas will be barricaded during and after the repair process.  Cannot guarantee correction of ponding water on the section repairs.
Crackseal - Non-Routing	HOT RUBBERIZED CRACK SEALING  • The area under consideration for hot pour crack sealing comprises approx. 2387 LF of cracks to be sealed.  • Crack Sealing shall be limited to 1/4" to 1" in width only. Does not include alligatored areas.  • Clean all dirt, loose gravel and weeds from cracks in preparation to apply a hot-rubberized non-tracking sealant  • There may be a slightly elevated band on the pavement of the sealed crack.  • Based on the situation, we may lightly sprinkle sand on top of the crack sealant to prevent tracking when areas required to be open to foot traffic.  • A double boiler, indirect fire type kettle shall be used. The space between the inner and outer shell shall be filled with suitable heat transfer oil. The kettle shall be equipped with means of continuous agitation and thermostatic controls and temperature gauges. The kettle shall be capable of pressure applying and recirculating sealant to maintain constant pouring temperature to manufacturers specifications.



Sealcoat 2 Coats	AE PAVEMENT SEALING  • The area under consideration comprises approx. 20,418 S/F.  • We will barricade all areas where we will be working.  • It is the owner's responsibility to have all material, cars, equipment etc removed from the area where the work will take place.  • Sealant Material: Our firm will install 2 coats of AE pavement sealer as per the manufacturers specifications. The sealer will have 5 pounds of sand per gallon for extra strength and traction.  • We will install your sealant by spray application, with all edging of concrete, catch basin, and other areas that are not sealed edged by broom and squeegee.  • Vehicle Parking: All cars must be parked a minimum of 50' from the area being seal coated.  • Speed Bumps: Will not be seal coated	
Lot Marking Restripe- Double Bays	PAVEMENT MARKING  Lay out and stripe pavement per existing lay-out or per plans with D.O.T. approved marking paint	



#### **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 \$250.00, 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
В.	California	California	Superior Court of California County of Los Angeles or the United States District Court Central District of California
С	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
Н.	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 IMROVEMENTS 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 3300 Park Ave Condos, I agree to these Terms & Conditions





#### **NOTICE OF CANCELLATION-COPY A**

**DATE OF TRANSACTION: 03 / 24 / 2025** 

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF THE CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO: Rose Paving, LLC

AT THE ADDRESS OF SELLER'S PLACE OF BUSINESS: Rose Paving, LLC 111 COMMERCE WAY SOUTH WINDSOR, CT 06074

NOT LATER THAN MIDNIGHT OF THIS DATE:

(3 business days from cancellation)

I HEREBY CANCEL THIS TRANSACTION:





#### NOTICE OF CANCELLATION-COPY B

**DATE OF TRANSACTION: 03 / 24 / 2025** 

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF THE CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO: Rose Paving, LLC

AT THE ADDRESS OF SELLER'S PLACE OF BUSINESS: Rose Paving, LLC 111 COMMERCE WAY SOUTH WINDSOR, CT 06074

NOT LATER THAN MIDNIGHT OF THIS DATE: (3 business days from cancellation)

I HEREBY CANCEL THIS TRANSACTION:

## 3300 Park Avenue Condominium Association

3300 Park Ave Bridgeport, CT

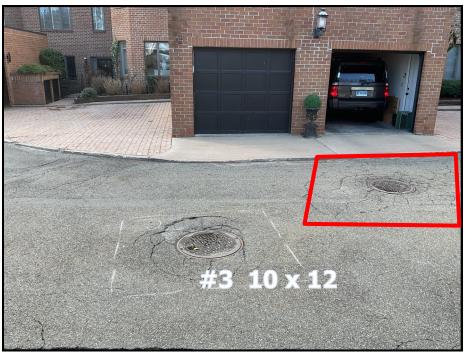
Crackseal ~Sealcoat~ Linestriping ~Pavement Repair













**M & S Paving and Sealing, LLC** • 111 Commerce Way, South Windsor, CT 06074 • Phone: (860) 436-4588 Fax: (860) 436-3701





#7 L x W

#4 L X W