



TruSeal America LLC

P.O. Box 3230
 Burnsville, Minnesota
 55337-1600 USA 952-895-9197

The following is an itemization of the Victoria Ponds project for Omega Management. Please review and contact Peter Tjornhom with any questions 952-994-9029.

Date: August 23, 2024

Proposal For: Victoria Ponds
 7937 Victoria Curve
 St. Louis Park, MN 55303

Attn: Erin Rogers, Association Manager
Direct: 763-512-4350
Email: Erin.Rogers@fsresidential.com

Job Description: seal coat and crack seal.

Payment: Payment in full is due upon completion and inspection of work unless other terms or conditions exist.

DESCRIPTION 2020	QUANTITY	TOTAL
Seal coat driveways:		
Seal Coat Driveways: Brush (not spray) 72-unit driveways, with commercial driveway sealer. Edge and clean drives, burn and prime oil stains, brush on sealer for longer wear life & banner access.	72 drives brushed	\$9,720.00
Hot rubber crack seal: Clean top joints (in front of garage doors) and cracks on driveways, install 400-degree DOT specified hot rubber crack seal. Reducing the water intrusion greatly reduces the sinking of the apron area.	72 drives or 1,182 ft	\$945.00
Hot rubber crack seal access lane: Work done as above. No routing needed at this time.	660 ft	\$560.00
Note: to do rubber only our min stop price is \$2500.00		
Re stripe parking stalls – freshen up parking stall lines.		\$500.00
	Total:	\$11,700.00

Incidental Damages:

TruSeal America will not be responsible for the following:
 Garage Floor damage and/or Brick Fascia done while removing apron or driveway
 Sprinkler Head or Irrigation damage setup against driveways, walks, or other work areas.
 Garage Door damage if doors are not lifted during installation.

Electric Fence damage done while removing driveways, walks, curbs, or other work areas Any damage done to Chip Sealed roads while removing driveways, aprons, or walks
Crack Seal:
When filling cracks and joints on driveways or lots TruSeal will not fill shallow cracks at less than a 1/8th of an inch in width or depth. The crack seal will not adhere.
Top joints of driveways may have large gaps or depressions. These areas may settle or not fill properly. TruSeal will attempt to fill these as best it can but cannot guarantee these areas from opening.
When dealing with deep cracks or routed cracks the material may settle after installation. This is acceptable and will not detract from the effectiveness of the crack seal product.
Seal Coat Applications:
Although TruSeal America always uses the finest quality products in the industry, asphalt emulsion-based sealers will not be effective in certain areas and situations.
Heavy Shade: Sealer needs sunlight to harden off and to adhere properly. The more shaded the area the less likely it is that this will occur. TruSeal cannot warranty these areas.
Low areas in asphalt: Asphalt emulsion sealer will not hold in areas of the asphalt that hold water. The material will essentially be eaten away by standing water and cannot be warranted.
Tire Marks: On hot days seal coat can tear due to tire turns. There is a large amount of sand in the seal coat for traction, but it can grab on the tires on hot days resulting in marks in the new seal coat. We do our best to control this but can only do so much with warm summer temperatures. The asphalt is still sealed it just may have a mark in it for a period until it flattens and cures out.
High Traffic Areas: Streets and parking lot entrances will wear off quickly due to the amount of traffic including garbage trucks etc. as well as snow plowing. We try and do an additional coat of sealer to protect these areas, but we do want you to be aware that this can be an issue.
Overhanging Decks: Overhanging deck / patios will create shaded areas and water will drip through the slats in these areas. This can damage the seal coat at times or allow it to wear faster.
Tree Sap: Tree sap will eat sealer off the asphalt. This is an area we cannot warranty.
Seal Coat applied after September 1st will be subject to warranty restrictions based on overnight temperatures. If we feel there may be an issue, we will advise prior to sealing the lot or driveways.

Contractor shall be responsible for the work performed under this Agreement, including the techniques, sequences, procedures, and means, and for coordination of work. Contractor shall have the right to make substitutions of equal or higher quality or value during work performance. Contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery necessary for the proper completion of work in accordance with the contract documents. In addition, Contractor shall secure all licenses and permits necessary for proper completion of the work

- a. Contractor shall comply with the owner's safety rules and regulations.
 - b. Contractor shall comply with all the laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the project and the performance of the work herein.
 - c. Contractor shall keep the premises free from the accumulation of waste material or rubbish which results from the execution of its work. Contractor agrees to facilitate the removal of waste material and rubbish on termination or completion of the project using dumpsters and/or waste removal mechanisms provided by Customer at the project site. The contractor shall not be responsible for any unclean conditions caused by others.
 - d. Contractor does not sell, provide, or install railings, but will re-install railings that are in good condition. Where local code requires railings, it is the responsibility of the Customer to comply with such code. Liability for proper re-installation of railings remains the sole responsibility of the Customer.
 - e. Upon payment for work completed, Contractor agrees to provide Customer with lien waivers from all persons or parties hired by, under contract with or acting under the direction or employ of Contractor, who performed labor or supplied materials, equipment or expertise at, to or for the project.
2. **Responsibilities of Customer.** Customer's duties and rights in connection with the project herein are as follows:
- a. Subject to the conditions contained herein, Customer shall pay Contractor the Contract Price by check written on an account with readily available funds, bank money order, cashier's check, or cash.
 - b. Customer shall inform Contractor of all known conditions that could materially affect the performance of work, including but not limited to, prior water presence and subsurface conditions in the area where the work is to be performed. Prior to the commencement of work, Customer shall investigate of the project site and represents to Contractor that the existing nature and condition of the project site is as it appears and that there are no other concealed conditions which would materially change the nature of the work to be performed by Contractor.
 - c. Customer shall provide Contractor, at no charge, with access to water and electric, if possible,
 - d. Customer shall insure that no other work or tasks will be contemporaneously performed in the work area by the Customer, other trades, or subcontractors once Contractor has commenced performance of its work.

Terms of guarantee are contingent upon receipt of final payment.

Proposal excludes the following unless otherwise stated in the proposal: Permits, Erosion control, Irrigation repair / Restoration, Towing charges, Private Utility locates / Repairs, Material Testing, Sod Restoration & Landscaping, Manhole/Catch Basin/Gate Valve Adjustments or Repairs, Vegetation Removal, Sub – soil corrections.

Asphalt Guarantee: Fully covering labor and materials against breakup for a period of 2 year(s). Asphalt overlay work is not warranted. "TruSeal Americas" Guarantee does not cover heaving of asphalt, sub grade failure, settling or expansion cracks due to freeze thaw weather cycle or tree roots. Asphalt is a machine laid surface which has seams that are sometimes noticeable. The surface texture of hand laid areas may not be uniform to machine laid areas, due to hand raking.

We cannot guarantee drainage or against water pooling on new asphalt without adequate slope. In flat areas water will not drain unless there is more than 1" of fall per 10 feet. "TruSeal America" shall not be liable for damage to adjoining concrete flat work by asphalt installation equipment during standard construction procedures.

Sealcoat Guarantee: "TruSeal America" will guarantee sealers from chipping and peeling for a period of 1 year. This guarantee does not include wearing of sealer and adherence of sealer to oil spots, hydraulic spots and tree sap. The guarantee does not cover damage caused by acts of third parties.

Concrete Guarantee: Installation to be completed in a workmanlike manner in accordance with standard construction practices. Guarantee does not cover failure by defective substrate (or any act of God), vandalism, abuse, neglect, or improper care and or maintenance. Due to the many variables in Minnesota associated with concrete (freeze / thaw heaving, hydrostatic pressure etc.,) **unless otherwise specified: This warranty does not warrant any cracking or crack repair whatsoever. TruSeal America or its subsidiary TruCrete America is not responsible for any incidental consequential or special damages arising from the performance or nonperformance of any obligation under this agreement.**

• Color variations in your new concrete are unavoidable. The color of your new concrete will not always be uniform. Colors and stains selected from charts or samples will not always match the actual finished product.

Terms: Terms are as stated above. If payment is not made in accordance with the above terms, the customer agrees to pay any collection, legal fees and interest for any unpaid balances. Interest will accrue at a rate of .65% per month from the date of completion

NOTICE OF LIEN: "ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL ONEHUNDRED TWENTY (120) DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE."

All material is guaranteed to be as specified, and all work will be done in a workman like fashion. Any deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra cost over and above the estimate. TruSeal America, LLC to carry all necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Thank you,

Peter Tjornhom 952-994-9029

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified payment will be made as outlined.

Authorized signature: _____ Date: _____