

## Proposal # P2322399-1

8/22/2023

City of Yonkers  
1 Larkin Center  
Yonkers, NY 10701

Contact: Al Dilello  
Email: adilello@yonkerspublicschools.org  
Phone: (914) 619-0039 | Fax:

Job: City of Yonkers - Gorton High School Weight Room Rubber Tile

**Tarkett USA Inc. OGS# PC69412 Contract**

- **FURNISH & INSTALL**

- **LR-08 - Rubber Tile Installation**

- **Color: Black**

- Tarkett USA Inc. OGS# PC69412

- 1,980.00 FT2 @ \$6.50

\$12,870.00

- Material Included

- **FURNISH & INSTALL**

- **LR-53 - Floor Prep (Portland Base) Material and Labor (100s/f per 10# bag to skim coat)**

- Tarkett USA Inc. OGS# PC69412

- 1,800.00 FT2 @ \$2.45

\$4,410.00

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NOTE: No Removals. To Be Installed Over Existing Concrete.

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Grand Total **\$17,280.00**

We at Milburn Mills look forward to serving your needs. If you have any questions or concerns, please feel free to contact me at the number listed. Thank you.

Sincerely,

**Marco Baranta**

Account Executive

(See next page for acceptance)

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**We hereby propose to furnish material and labor complete in accordance with the above specifications for the sum of: Seventeen Thousand Two Hundred Eighty Dollars and No Cents.**

All material is guaranteed to be as specified, and all work will be completed in a workman-like manner according to standard practices. Our installers are not responsible for the following:

1. The removal of plumbing fixtures, electrical fixtures, or gas appliances
2. The connecting and/or disconnecting of IT related equipment (computers, printers, etc.)
3. The cutting of doors
4. Obstacles and breakables which have not been cleared from the work area at the time of installation
5. Damage due to structural settling or movement

Customer understands that there may be dye-lot variations from samples. Carpet pile crushing, matting, soiling, roll marks or tile shade variations are not considered to be manufacturing defects. For Wood/Sports Flooring, customer is responsible for:

1. Removal of all gym equipment
2. Allowing a minimum of 72 hours of recovery time before any activities are resumed
3. Maintenance of athletic schedule to ensure all practices and activities will be held during appropriate times
4. Taking necessary precautions regarding fire alarms while work is being performed

**Note: This proposal may be withdrawn by us if not accepted within 60 days.**

**TERMS & CONDITIONS:** Payment shall be made to Milburn Sales Co. Inc., d.b.a. Milburn Flooring Mills, Copiague, New York 11726, for the amount owed as follows: 33% deposit required to proceed with sales order; 33% payment due prior to shipping; balance due upon job completion. Proper supporting documentation such as materials provided, services rendered, and certified payroll shall be provided with all payments. If any invoice is not paid when due, interest may be added to and payable on all overdue amounts at the maximum percentage allowed under applicable New York laws. Customer shall pay all costs of collection, including without limitation, reasonable attorney fees. Notification via certified mail of any concerns in quality of service or materials must be received immediately upon completion of service. Milburn Sales Co, Inc.'s acceptance of award or purchase order in no way indicates an agreement of issuers terms and conditions.

**INSTALLATION WARRANTY:** Milburn Flooring is proud to offer an extended 18-month guarantee on all new flooring installations. During this 18-month timeframe if an installation issue exists please contact your salesperson for assistance so we may schedule a site inspection to determine the appropriate corrective action. Delays in payment may result in cancellation of warranty work. All warranty issues that may be present in no way shall defer payment(s) due. Warranty work relating to Material Issues may require manufacturer inspection prior to work being performed. Performing work prior to manufacturer approval of warranty claim may void the warranty and all necessary work will be required to be paid by the customer. Please note: Installation issues that are reported outside the 18-month timeframe will be handled on a case by case basis and may constitute a new Proposal and Purchase Order prior to starting any work.

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

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Signature of Acceptance

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Print Name

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Date

**Setting a Higher Standard in Floor Covering**

20 35th Street, Copiague, NY 11726 • Tel: 631.842.1600 / Fax: 631.768.9056 • milburnflooring.com