

# ASPHALT-ROAD PAVING CONTRACT

THIS CONTRACT ("Contract") is made effective the latest date signed below by IRONWOOD VILLAS CONDOMINIUM ASSOCIATION, INC. C/O Progressive Community Management, Inc. 3701 S. Osprey Avenue, Sarasota, FL 34239. Contact: Kim Ueding. Owner's Representative: George Schneck located at 653 Ironwood Circle, Venice, FL 34292, (hereinafter referred to as ("Owner"), and ADVANCED ASPHALT OF S.W. FLORIDA, INC., 1406 Ringling Drive, Venice, FL 34285 (hereinafter referred to as "Contractor"):

## **1. DESCRIPTION OF WORK (SCOPE OF WORK) PER THE CONTRACTOR'S PROPOSAL DATED 7/24/2020:**

The Contractor shall perform all work required by this Contract pursuant to the Proposal prepared by Contractor dated 7/24/2020 and all other exhibits attached hereto and incorporated herein as Composite Exhibit "A," briefly described as follows:

Concrete, Milling, and Paving

In the event of a conflict between Composite Exhibit "A" and this Contract as it relates to this Description of Work or scope of work, Composite Exhibit "A" shall be followed. For all other conflicts between Composite Exhibit "A" and this Contract, the Contract shall be followed.

Composite Exhibit "A" is herein referred to as the "Work." George Schneck shall serve as the Owner's Representatives ("O.R."). Owner shall have the unilateral right to change its O.R. at any time.

## **2. TIMELY COMPLETION:**

a) The Work to be performed under this Contract shall begin on October 5, 2020 ("Start Date"), and, subject to authorized adjustments, shall be finally completed not later than October 23, 2020, eighteen(18) calendar days from Start Date. Contractor shall notify Owner in writing of the Start Date. Contractor shall receive an extension of time for each day that construction is delayed by weather or acts of God. In the event that Contractor claims an extension of time due to weather or acts of God, Contractor shall submit documentation establishing the weather or act of God which incurred the delay, which shall be subject to the Owner's approval, which shall not be unreasonably withheld.

b) Time is of the essence of this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, and has taken into consideration and made allowances for all hindrances and delays incident to his Work.

c) Project should be deemed completed upon issuance of the Certificate of Occupancy or equivalent certificate by the appropriate governmental entity.

d) The Contractor shall not be entitled to any claim for damages on account of hindrance or delays, - including by any act of God, or by act or omission on the part of the Owner, such act, hindrance, or delay may only entitle the Contractor to receive an extension of time as to the date for completion as referenced in Paragraph 2(a) above, as its sole and exclusive remedy.

This "no damage for delay" clause 2(d), will encompass any damages for delay or disruption even if the Contractor completes the Work in a timely fashion in accordance with Paragraph 2(a) of this Contract. Damages as referenced in this damage for delay clause" 2(d), shall include any type of damages that are or could be awarded by any Court or arbitration panel, such as, by way of general example but not limitation,

tort, contract, strict, liability, liquidated and/or punitive damages, damages for additional general conditions. The Contractor recognizes and specifically acknowledges the terms and conditions of the "no damages for delay" clause upon execution of this Contract.

e) Contractor agrees to commence the Work when directed by Owner and to diligently and continuously perform such Work until complete.

f) Contractor shall make payments promptly to his vendors, and for material used by him in the performance of his Work, and shall ensure no liens are recorded against the Units, Common Elements, or Condominium Property.

g) The Contractor shall furnish sufficient forces and equipment and shall work such hours, including overtime operations, as may be necessary to ensure prosecution of the Work in accordance with an approved progress schedule, should Owner require the use of such a schedule. If the Contractor falls behind the progress schedule, he shall take such steps as may be necessary or as may be directed by the Owner's representative to improve his progress by increasing the number of shifts, overtime operations, and days of work within the project limits as may be required, at no additional cost to the Owner.

h) Failure of the Contractor to comply with the requirements under this provision shall be grounds for determination that the Contractor is not pursuing the work with such diligence as will insure completion within the time specified and such failure constitutes a substantial violation of the conditions of the Contract, and a material breach of the Contract by Contractor.

i) Upon determination of a violation by the Contractor of this Paragraph 2, without waving any other remedy in this Contract, the Owner will provide notice of such violation to the Contractor. Contractor will have five (5) days to cure such violation and after five (5) days, if the violation is not cured, the Owner may terminate the Contract.

### **3. CONTRACT PRICE AND PAYMENTS:**

a) This is a Fixed Price Contract not to exceed One Hundred Ninety-Six Thousand Eight Hundred and Fifty Dollars. (\$196,850.00). Owner shall pay Contractor, in current funds for the performance of the Work, subject to additions and deductions by written Change Order agreed by the parties.

100% of the Contract Price shall be paid upon the total completion of the Work as the Work is specified in Composite Exhibit "A".

b) Any objections to Work performed shall be given in writing to Contractor. If no objections are made, then at the time of the total completion of the Work as the Work is specified in Composite Exhibit "A", payment shall be tendered to Contractor, and Contractor shall submit simultaneously a Contractor's Final Affidavit and final Release of Lien, utilizing forms which the Owner approves indicating that all subcontractors, laborers, material men and suppliers have been paid for the Work completed. Failure of Owner to make objection provided for in this paragraph shall not waive any right the Owner has under this Contract nor relieve the Contractor from any of its obligations under this Contract, nor shall payment by the Owner constitute a waiver of any claims it may have against the Contractor. In no event shall Owner be required to make payments which are not proper under Chapter 713, Florida Statutes.

c) As a prerequisite to receiving the payment provided in Paragraph 3(a), the Contractor shall submit to the Owner Contractor's Final Affidavit and Final Release of Lien for Work completed or materials supplied or, and Final Releases of lien all persons or entities who supplied labor or materials for the Work, or to the job, who are not in privity with the Owner.

All Work under this Contract shall be subject to the approval of the Owner, and no payment shall be due under the Contract if Owner does not approve of the Work completed. The payment described in paragraph 3(a) may be withheld by Owner on account of defective Work not remedied, claims filed, reasonable evidence indicating probability of filing claims, failure of Contractor to make payments properly to subcontractor or for material or labor, or the reasonable belief of Owner after consultation with the O.R. or Engineer that the Work to be performed under this Contract which remains unfinished cannot be completed for the balance then unpaid.

If any of the foregoing said causes is not removed or timely cured or if Contractor at any time shall refuse or neglect to adequate and competent supervision or sufficient properly skilled Workmen or materials of the proper quality or quantity necessary for the performance of Work hereunder or fail in any respect to prosecute the Work with promptness and diligence or fail to perform or to adhere to any agreement on its part herein contained, Owner shall have the option, after three (3) days written notice to Contractor and without prejudice to any other remedy it may have, to pay such claims and provide for such labor or materials and to deduct the cost thereof from any money due or thereafter to become due by Owner to Contractor.

In addition to the foregoing rights and remedies, Owner shall be at liberty to terminate the employment of Contractor under this Contract and to enter upon the premises and take possession of all materials of any kind whatsoever, thereon and to employ any other person or persons to finish the Work and to provide the materials therefor, and in case of such discontinuance of the employment of Contractor, he shall not be entitled to receive any payment under this Contract which might be due him, until said Work shall be finished and payment in full therefor shall be made by Owner at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the expenses incurred by Owner in finishing Contractor's Work, such excess shall be paid by Owner to Contractor, but if such expenses shall exceed such unpaid balance Contractor shall pay the difference to Owner.

Contractor's right to payment under this Contract shall also be subject to those conditions for payment set forth in other paragraphs of this Contract. If there exists any default or threatened default by Contractor in his performance of this Contract, then Owner shall have the right to withhold any and all monies due or to become due to Contractor under this Contract. A ten percent (10%) retainage on the total price shall be withheld until Contractor has fulfilled all its obligation under this Contract including, but not limited to, all punch list items, warranty issuance, cleanup, repair or replacement of damaged property, and issuance of appropriate lien waivers. If Contractor shall at any time prior or subsequent to the execution of this Contract, have entered into another contract with Owner and if there exists any default or threatened default by Contractor in his performance of this contract, then Owner shall have the right to withhold any and all monies due or to become due to Contractor under such contracts.

#### **4. CONTRACT COSTS:**

a) The Work includes all transportation, storage, equipment, supplies, labor and materials, plans, drawings and preparation of specifications necessary for a complete and functional installation, and the Work shall comply with all codes and inspection requirements. Work performed by this Contractor or by others to make this Contractor's Work comply with applicable codes, or interpretations thereof, shall be performed at no additional cost to the Owner. The Work shall also include all labor, materials and everything required or claimed by Contractor's materialmen, suppliers or laborers to complete the Work in accordance with the drawings and specifications, notwithstanding that such labor, materials or other things may not be designated in the drawings and specifications.

b) Contractor shall give all notices and comply with all local ordinances, requirements of county building codes and of federal and state authorities which are applicable to the Work, local sanitary laws and rules and regulations specifically including and not limited to all local, state and federal OSHA and EPA

safety and environmental regulations, and all orders both present and future, and interpretations of such ordinances, requirements, laws, rules, and regulations by governing public authorities, regardless of whether such ordinances, requirement rules and regulations are set forth in this Contract, or the drawings or specifications enumerated in Composite Exhibit "A". Contractor shall furnish without any extra charge any additional materials and labor which may be required to comply with such ordinances, requirements, laws, rules and regulations. Contractor shall secure, in its own name and right all permits, inspections, fees, licenses, registrations and royalties necessary for the execution of the Work to be performed.

c) Contractor will pay all social security and other taxes imposed upon him as an employer in connection with the performance of this Contract, and furnish evidence, when required by Owner, showing that all such payments required to be made have been paid.

d) Contractor shall pay all applicable local state and federal taxes including sales and use taxes, in connection with its Work. Contractor represents that this is a nonunion project.

e) All Contract costs paid by Contractor shall be at the expense of Contractor.

f) Contractor shall provide Owner written weekly updates as to the progress in completing the work.

## **5. SUPERVISION:**

a) Contractor shall supervise and direct the Work, using its best skill and attention and it shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

b) Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. It shall take all reasonable protection to prevent damage, injury or loss to: 1) all employees on the Work and other persons who may be affected thereby, 2) all the Work and all materials and equipment to be incorporated therein; and 3) other property at the site or adjacent thereto. It shall give all notices and comply with an applicable laws, ordinances, rules, regulations and orders of any public authority including but not limited to O.S.H.A., bearing on the safety of persons and property and their protection from damage, injury or loss.

c) Further, it is the sole responsibility of Contractor to secure, safeguard and protect his material and operation from damage or theft until formally accepted by Owner.

d) Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall be responsible to Owner for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the Work under a Contract with Contractor, including with regard to damages to any persons or property. The foregoing obligations of the Contractor are in addition to its obligations under Paragraph 9.

e) Contractor shall be prohibited from using Subcontractors for any portion of the Work hereunder, without the written consent of the Owner. The Owner's consent shall be conditioned upon, but not limited to, Contractor naming the Owner as a primary, intended third party beneficiary in the subcontract. In the event Contractor utilizes a Subcontractor and/or enters into a subcontract, Contractor shall be deemed to have automatically assigned to Owner any and all of the subcontractor's guarantees and warranties and assigned to the Owner contract rights to enforcement of the subcontract and job specifications. (which assignment shall not preclude the Contractor from pursuing any of its contract rights directly against the

Subcontractor), whether or not such assignments are expressed in or referred to in the subcontract or any separate document

## **6. INSURANCE:**

Without limiting any of the other liabilities or obligations of Contractor, Contractor shall furnish or cause to be furnished to Owner, prior to the initiation of the Work, a duly executed Certificate of Insurance, stating that the following types of insurance coverage and limits are in force, covering the activities of all Contractor employees, subcontractors and agents, naming Owner as an additional insured, and that said insurance will not be canceled without thirty (30) days' prior notice to by the Insurance Agent.

Contractor shall cause the appropriate endorsements to be issued to each insurance policy required by this Contract naming Owner as an Additional insured. Contractor shall, in any event, continuously maintain all insurance as provided herein, throughout the performance of this Contract and shall, upon the cancellation of one policy and its replacement with another naming Owner as an additional insured on said policy and provide the Owner a new, duly executed Certificate of Insurance. Contractor shall provide the insurance coverages set forth in Exhibit "B" attached hereto; said required coverages shall be non-cumulative to the other jobs of Contractor and primary to the Owner and the minimum coverage limits set forth in this section shall in no way be construed as a limitation of liability on behalf of Contractor, its employees, subcontractors, and agent.

## **7. CLEAN-UP:**

a) Contractor shall cause no waste to the Owner's property or any adjoining property in the performance of this Contract, and at all times shall keep the premises in a neat, clean and organized manner as required by the Work. At the completion of the Work it shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials and return all affected areas of the property to a broom clean condition.

b) If, after three (3) days' notice by Owner's representative to Contractor or Contractor's representative at the site of the Work, Contractor has not diligently proceeded with the clean-up as outlined in this paragraph, then Owner has the right to proceed with the clean-up Work at Contractors costs and expense.

c) Free, clear and unobstructed egress and ingress with respect to the Owner's property shall be maintained by Contractor except as agreed to by Owner.

Hours of work shall be from 7:00 a.m. to 5:00 p.m., Monday thru Saturday. Contractor shall store and park materials, equipment, tools and vehicles only in those areas designated by Owner.

## **8. WARRANTIES:**

a) Contractor warrants to Owner that all materials and equipment incorporated in the Work will be new unless otherwise specified and that all Work will be workmanlike, of good quality, free from faults and defects, and in conformance with the Contract documents including, but not limited to, the specifications and building code requirements. AL Work not conforming to these standards may be considered defective. Further, Contractor expressly warrants and guarantees all Work provided under this Contract to be fit for the purposes intended.

b) Contractor further warrants that it will comply with all and other requirements of each producer or supplier of materials, and will ensure that any inspections or other requirements of a producer or supplier for a of the materials takes place.

c) Contractor warrants all Work, workmanship, and materials, whether by manufacturer warranty, or otherwise, as prescribed herein and as provided in Composite Exhibit "A".

## **9. HOLD HARMLESS/INDEMNIFICATION:**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees performing the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property' at the site or adjacent thereto. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss.

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents and employees from and against all claims, claims of negligence, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself including the loss of use resulting therefrom), and (2) is caused in whole or in part by any agent act or omission of the Contractor, any Subcontractor, any Sub- Subcontractor, any material or equipment supplier, or anyone directly or indirectly employed by any of them.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the Owner, or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The foregoing indemnity from Contractor shall be applicable to all losses, damages, expenses or claims, claims for negligence, for damage or injury to any person or property, resulting from Contractor's negligence, Contractor's recklessness, or the intentional wrongful misconduct of the Contractor, and or any of the persons or entities employed or utilized by Contractor relating to the performance of Work as described in this Contract.

This indemnification shall also apply to the negligent acts, conduct and omissions of the Owner and its officers, directors, agents and employees. However, such indemnification shall not apply to include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Owner or its officers, directors, agents or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's contractors, subcontractors, materialmen, or agents of any tier or their respective employees.

This indemnification provision is incorporated by reference into this Contract. The indemnification as provided in this paragraph shall be subject to a monetary limitation of \$1,000,000, which the Owner and Contractor both acknowledge that this account bears a reasonable commercial relationship to this Contract. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the

Contractor, any Subcontractor, any Sub Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The foregoing obligations of the Contractor as described in this paragraph 9, in addition to Contractor's other obligations under this Contract shall survive the termination or expiration of this contract.

The Contractor acknowledges that Ten Dollars (\$10.00) has been included in Contractor's bid, which represents the cost to the Association for the provision of the Indemnification required in accordance with this paragraph and that such Indemnification shall not exceed One Million Dollars (\$1,000,000.00).

#### **10. LIENS:**

Contractor will save and keep the Units, Common Elements, and Condominium Property referred to in this Contract or the lands upon which they are situated free from all mechanic's liens and all other liens by reason of his Work or any materials or other things used by him therein. If Contractor fails to remove such lien(s) by bonding it or otherwise, Owner may retain sufficient funds, out of any money due or thereafter to become due by Owner to Contractor to pay the same and to pay all costs incurred by reason thereof, including reasonable attorney's fees and the cost of any lien bonds that Owner may elect to obtain, and Owner may pay said lien or liens and costs out of any funds which are or which become due to Contractor and which are at any time in the possession of Owner. Invoices shall be accompanied with a detailed breakdown of the allocation of the amount required together with copies of lien Releases.

#### **11. WAIVER:**

This Contract constitutes the entire agreement between the parties. No change or modification of this Contract shall be valid unless signed by all parties hereto. No waiver of any provisions of this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. Further, the provisions, conditions, terms and covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors, assigns, trustees, receivers and personal representatives of the parties hereto.

No failure of Owner to exercise any power or right given hereunder or to insist upon strict compliance by Contractor with any of his obligations hereunder, and no custom or practice of the parties at variance with the terms of this Contract, constitute a waiver or variation of Owner's rights to demand exact compliance with the terms hereof.

#### **12. ALTERATIONS:**

No alterations shall be made in the Work as shown or described in the drawings or specifications as provided in Composite Exhibit "A", or specifications as modified by applicable ordinances, requirements, laws, rules and regulations as set forth herein, except on the written authorization of Owner, and when so made, the value of the Work or materials added or omitted and any extension or deduction from the time of completion necessitated thereby shall be computed and determined by Contractor, subject to the written approval and acceptance by Owner, and the amount so determined shall be added to (if Contractor has not previously agreed to perform the additional Work under the terms of this Contract) or deducted from the sub-contract price or prices and time of completion. Contractor shall have no claim for the cost of additional Work or for an extension of (including without limitation, claims for impact damages or to costs due to delay) such Work and the cost and expenses thereof or time is stated on the face of a written change order and approved and accepted by Owner on such written change order. Any attempted reservation by Contractor of the right to subsequently claim any amount or of time not stated on the face of a written

change order approved and accepted by Owner shall be null and void. All change orders issued under this Contract shall be subject to all of the terms of this Contract.

**13. ASSIGNMENT:**

Contractor shall not let, assign or transfer this Contract or any part thereof, or any therein, without the written consent of Owner.

**14. NOTICES:**

Notices to the parties as provided herein shall be by certified mail to the following addresses:

As to Owner:

Ironwood Villas Condominium Association, Inc.  
c/o Kim Ueding at Progressive Community Management  
3701 SOUTH OSPREY AVENUE  
SARASOTA, FL 34239

As to Contractor:

Advanced Asphalt of S.W. Florida, Inc.  
1406 Ringling Drive  
Venice, FL 34285 (941) 488-5717

**15. DISPUTE RESOLUTION:**

All disputes arising under this Agreement shall be resolved through litigation. The prevailing party in any such action shall be entitled to collect from the other party its reasonable attorneys' fees, including paralegal fees and appellate attorneys' fees, and all costs incurred in prosecuting or defending any such action. The prevailing party shall be deemed to be the party who recovers a net recovery or has this Agreement interpreted or enforced in its favor or consistent with its position in the litigation.

**16. COUNTERPARTS:**

This Contract may be executed in counterparts and shall constitute an agreement binding on all the parties hereto notwithstanding that all parties are not signatories to the original or the same counterpart. Facsimile signature pages may be transmitted by telecopier, and when received shall have the same force and effect as if executed as an original.

**17. BEST EFFORTS:**

The Contractor accepts the relationship of trust and confidence established between him and the Owner by this Contract. He covenants with Owner to furnish his best skill and judgement and to cooperate the Owner's representative in furthering the interest of the Owner. He agrees to furnish efficient business administration

and superintendence and uses his best efforts to furnish at all times an adequate supply of workmen and materials, and to perform the Work in the best way, in the most expeditious and economical manner consistent with the interest of the Owner.

**18. GOVERNING LAW.**

This Agreement shall be governed by the laws of the State of Florida. Jurisdiction and venue for any action involving a dispute arising under this Agreement or related to the Work or any action interpreting or enforcing any provision of this Agreement, shall lie exclusively in a court of competent jurisdiction located in Sarasota County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

**IRONWOOD VILLAS CONDOMINIUM ASSOCIATION, INC.**

By: George E. Schneck  
Printed Name: George E. Schneck  
As its: IVCA Vice President  
Date: Sept 20, 2020

**ADVANCED ASPHALT OF S.W. FLORIDA, INC.**

By: Heath O. Lolley  
Printed Name: Heath O. Lolley  
As its: Secretary  
Date: 9/22/2020



1406 Ringling Dr. • Venice FL 34285  
Office: (941) 488-5717 • Fax: (941) 483-4829  
SITE WORK\*PAVING\*SEALCOATING  
\*\*\*\*\*

Golf Cart Paths Installed & Maintained

Submitted to Ironwood Villas Assoc. Phone (603) 568-7173 Date 9/2/2020

Street 653 Ironwood Circlce Job Name 2021 Sealcoating

City, State, Zip Venice FL 34293 Job Location \_\_\_\_\_

LABOR AND MATERIALS TO DO THE FOLLOWING:

This proposal is to clean and sealcoat the entire hoa of Ironwood Villas in October 2021

Clean entire asphalt area loose of debris using brooms and blowers.

Apply 2 coats of Neyra Pavesheid sealer across roads.

Replace pavement markings

Price  
\$7,900.00

We propose to complete the above work in accordance with the above specifications, for the sum of: \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

No deposit is necessary: 100% due at time of completion of work. If final payment is not paid within 10 business days, there will be a interest charge of 1 1/2% every 10 days. ANY STANDING WATER AFTER 24 HOURS WILL BE ADDRESSED UNDER OUR WARRANTY.



There shall be a one(1) year guarantee on the material and all workmanship, except the as applied to cracks. The guarantee shall be limited to the replacement of the material and application of same. Any alteration or deviation from above specifications involving extra costs will be executed only upon Written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmans Compensation Insurance.

Authorized Signature George E. Schreck 9/20/20

This proposal may be Withdrawn by us if not accepted within 30 days.

If legal action is required to enforce this agreement after the job is satisfactory completed, You agree to pay Advanced Asphalt's reasonable attorney's fees and court costs.

Signature [Signature]



1406 Ringling Dr. • Venice FL 34285  
 Office: (941) 488-5717 • Fax: (941) 483-4829  
**SITE WORK\*PAVING\*SEALCOATING**  
 \*\*\*\*\*  
 Golf Cart Paths Installed & Maintained

Submitted to Ironwood Villas Assoc. Phone (603) 568-7173 Date 7/24/2020

Street 653 Ironwood Circle Job Name 2020 Full Paving: EXHIBIT A

City, State, Zip Venice FL 34293 Job Location \_\_\_\_\_

LABOR AND MATERIALS TO DO THE FOLLOWING:

Paint and call for locates prior to digging. Remove the center defective invert curbing for disposal. Remove all of landscape curbing. This Curbing will not be reinstalled. Its all broken and will be destroyed during this work. While onsite with excavator, dig out how ever deep we need to go for the pipe repair by unit 664 Ironwood Circle using the 57 stone as back fill material in area . Wrap the pipe with filter cloth and back fill full depth with crushed concrete base. Wet this base and compact with vibratory plate compactor. Set up hubs for flow lines and set forms for curb. Set up and have survey set up for drainage flow. Dig out of 2500 total lft of 2' valley curbing approx. 2' below finished grade. Provide compaction to the bottom of the trench prior to gutter being installed. Set elevations and forms and pour concrete. Install 2500' total lft of 2' Miami curbing 4000psi cc sawcut joints broom finish. After curbing is installed, full mill all of the roads down as needed to get a 2" full depth sp9.5 pavement lift next to them. The ground up millings will be used as a backfill material for the difference for the curbing back to the new asphalt. This will be compacted prior to paving and will be paved over. Recompact the base prior to paving as needed. Apply tack coat and Pave with 1 SINGLE LIFT OF 2.0" hot mix sp 9.5 asphalt average compacted thickness pavement. Provide compaction steel drum roller. Apply silica sand and compact with rubber tire roller Repaint all pavement markings such as stop bars, fire reflectors and stop stencils. Removal of all debris off the site. The Roads and Drains are warrantied for one year and include a description of what is covered. The Road Surfaces and Drains are warrantied for one year against failures NOT to include failures of the substrate which will not be altered during the refurbishment process.

Price  
\$196,850.00

We propose to complete the above work in accordance with the above specifications, for the sum of: \_\_\_\_\_ dollars ( \$ \_\_\_\_\_ )

No deposit is necessary: 100% due at time of completion of work. If final payment is not paid within 10 business Days, there will be a interest charge of 1 1/2% every 10 days. ANY STANDING WATER AFTER 24 HOURS WILL BE ADDRESSED UNDER OUR WARRANTY.



There shall be a one(1) year guarantee on the material and all workmanship, except the as applied to cracks. The guarantee shall be limited to the replacement of the material and application of same. Any alteration or deviation from above specifications involving extra costs will be executed only upon Written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmans Compensation Insurance.

Authorized Signature George E. Schneek 9/20/20

This proposal may be Withdrawn by us if not accepted within 30 days.

If legal action is required to enforce this agreement after the job is satisfactory completed, You agree to pay Advanced Asphalt's reasonable attorney's fees and court costs.

Signature [Signature]