



## Preferred Materials, Inc Asphalt Division

5701 E. Hillsborough Ave., Ste. 1122  
Tampa, FL 33610

<u>Quote To:</u>	Collier County	<u>Estimator/Phone</u>	Jerry Fletcher 904-497-3106
		<u>Bid Date</u>	4/14/15
		<u>Quote Date:</u>	4/14/15 Revised
<u>Phone:</u>		<u>Plans</u>	None-site visit
<u>Fax:</u>			
<u>ATTN:</u>	JR Gorentz		

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
30	MISC BASE WORK PREP 4"	3,100.00	SY	34.00	105,400.00
35	PRIME & LEAN MIX	12,000.00	SY	0.90	10,800.00
40	SP 9.5 CLASS II (DRIVEWAY TURNOUTS)	45.00	TN	98.00	4,410.00
45	BITUMINOUS ADJUSTMENT	45.00	TN	7.00	315.00
50	SP 9.5 CLASS II (ROADWAY PAVING)	1,550.00	TN	98.00	151,900.00
55	BITUMINOUS ADJUSTMENT	1,550.00	TN	7.00	10,850.00
<b>GRAND TOTAL</b>					<b>\$283,675.00</b>

**NOTES:**

- \* Unless "Lump Sum" or "LS" appears next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by Preferred Materials, Inc. This proposal expires thirty (30) days from the effective date of this Proposal.
- \* No Debris Removal is included.
- \* Asphalt pricing is based on F.D.O.T. specifications for asphalt materials and includes the use of recycled asphalt products. This quotation is predicated on Preferred Materials, Inc receiving all F.D.O.T. Fuel and Asphalt Liquid Index Adjustments (If Applicable).
- \* Payment and performance bonds are not included (Please add 1/2 %, if required).
- \* Pricing excludes any permits, fees, testing, as-builts, surveying, staking, utility location and adjustment or relocation, asphalt patching, asphalt leveling, asphalt saw-cutting, asphalt milling, asphalt removal, temporary/permanent striping, and light towers.
- \* Pricing for Rework Base Item includes 20 loads of limerock.
- \* Preferred Materials, Inc cannot be held responsible for any damage caused to any concrete surfaces while performing our portion of the proposed work. Preferred Materials, Inc cannot be held responsible for any cleaning of any concrete surfaces while performing our portion of the proposed work.
- \* Pricing based on performing work during daytime operational hours and in accordance with Preferred Materials, Inc's normal operational schedule.
- \* Pricing does not include placement of "asphalt wedges" at asphalt transitions or the removal of these "asphalt wedges" prior to asphalt paving.

**TERMS AND CONDITIONS**

Payment in full for all work performed during any month shall be made no later than the tenth (10th) day of the month next following. Final and complete payment for all work performed hereunder shall be made no later than fifteen (15) days after the

completion of such work. Interest at the highest rate allowable under the laws of the state in which the work is performed, or one and one half percent (1 ½%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by APAC in collecting the amounts owed by you under the Agreement, including any and all court costs and attorney's fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by Preferred Materials, Inc in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request. To the extent you fail to provide adequate security, we may stop work.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit.

If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable time extension.

We will provide and pay for Workers' Compensation covering our employees, as well as General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, and we may suspend the work for causes beyond our control, including but not limited to fire, flood or other natural disaster, war, government restriction, the inability to obtain necessary materials or transportation, or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation (together "subsurface conditions"); labor disputes or other disagreement; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, indirectly or indirectly. We shall be entitled to an increase in compensation commensurate with any increased cost of performance resulting from delays arising from causes beyond our reasonable control.

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways, or other improvements located within our work area or designated areas of access, and to adjacent property and improvements: subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that proper jurisdiction and venue for adjudication concerning this contract is Lee County, Florida, and you waive any right to jurisdiction and venue in any other place.

If you agree to these terms, prices and conditions, please acknowledge acceptance by signing in the space provided on the third

page and returning the original to us, retaining a copy for your files. The person signing for Preferred Materials, Inc represents that he or she is fully authorized to enter into this Agreement.

ACCEPTED:

Contractor Name: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Preferred Materials, Inc.  
Asphalt Division

By: \_\_\_\_\_

Date: \_\_\_\_\_