



# Advanced Pavement Group

ASPHALT | CONCRETE | DRAINAGE | MAINTENANCE

03/31/2020

Prepared for:

**Steeple Glenn HOA C/O BC Communities**

4905 Mermaid Blvd

Wilmington, DE 19808

Project# **402005355**



03/31/2020

Steeple Glenn HOA C/O BC Communities

4905 Mermaid Blvd

Wilmington, DE 19808

Dear Lisa Taylor,

Thank you for considering Advanced Pavement Group for your project. Enclosed, please find a proposal for project#402005355 at 101 Colonial Downs Court Newark, DE 19702. It is our goal to provide you with a detailed, informative, and competitive estimate.

We hope that if you have any questions, concerns, or need more information, that you will provide us the opportunity to review the proposal with you. Our goal is to reach a clear understanding of your needs and expectations and adequately represent those in our presentation.

We want to earn your business and look forward to having the chance to collaborate with you on this project.

Sincerely,

Ralph Cerullo  
Vice President of Sales and Marketing  
Advanced Pavement Group



# Services



## Asphalt Milling & Paving



## Asphalt Repair & Maintenance

- Pothole Repair
- Infrared Asphalt Repair
- Crack Sealing
- Sealcoating
- Line Striping



## Excavation & Sitework

- Drainage Installation
- Soil Stabilization
- Stone Installation
- Trenching for Underground Utilities
- Grading



## Sweeping & Porter Services

- Parking Lot, Street, and Construction Sweeping
- Floor Scrubbing
- Parking Garage Sweeping
- Day Porter Services
- Debris Removal
- Pressure Washing

## Concrete Masonry & Hardscaping

- Sidewalks, Curbing, and Aprons
- Concrete Sealing
- Concrete Poly Raising



## Drainage

- Inlets, Trench Drains, and Catch Basins
- Detention and Retention Centers
- Down Spouts, Leaders, and Pipe Work
- Adjustments, Cleaning, and Jetting
- Storm Water Management
- Camera Inspections



## Snow & Ice Management

- Snow Plowing
- Snow Relocation
- Liquid Anti-Icing
- Granular De-Icing
- Liquid De-Icing
- Municipal Dump Truck Plowing





## COMPANY PROFILE

**WHO IS ADVANCED PAVEMENT GROUP?** The premier provider of pavement installation and maintenance throughout the Northeast and the Mid-Atlantic United States. The reliable, responsive, and quality solution.

**WHAT DO WE DO?** Asphalt milling & paving, pothole repair, asphalt patching, infrared asphalt restoration, crack sealing, sealcoating, line striping, concrete flatwork, concrete maintenance, concrete polyurethane raising, drainage installation & maintenance, excavation, sitework, snow & ice management, parking lot & roadway sweeping, debris removal, & porter services.

**OUR VISION:** Simply to be the best, by executing as an **Academy Class Organization**, making us the logical choice in the **Pavement Installation** and **Maintenance Market**.

## How Do We Do It?

**ADVANCED THINKING:** Having gathered some of the leading experts in the industry, Advanced Pavement Group has positioned itself as a top tier provider of solution development regarding asphalt, concrete, and drainage. Applying experience and continued education, we have developed efficiency models, which streamline reconstruction and maintenance processes.

**ADVANCED TECHNOLOGY:** Applying the most advanced mapping technologies, surveying techniques, and utilizing state-of-the-art equipment, Advanced Pavement Group ensures that every project is enhanced with the latest in industry standards and methodologies.

**ADVANCED COMMITMENT:** We have built a culture of integrity and excellence. Advanced Pavement Group recruits some of the best individuals in their respective disciplines. This approach, coupled with unique development plans geared towards elevating our people to the heights of their potential, has been instrumental in our success. As a result, we have developed an organization with a unified vision and shared goals.

**ADVANCED PERFORMANCE:** The entirety of our efforts aims to pursue top industry performance, only at the highest level and with consistency. By aligning our approach, leveraging our technological advantages and fostering shared values, Advanced Pavement Group can deliver a quality hard surface and support product every time.



## Contract

**Project:** Steeple Glenn HOA C/O BC Communities

101 Colonial Downs Court  
Newark DE, 19702

**Billing:** Steeple Glenn HOA C/O BC Communities

4905 Mermaid Blvd  
  
Wilmington, DE 19808  
(302) 234-7710

**Project#:** 402005355

**Name:** BC Communities- Steeple Glenn

**Bid Date:** 03/25/2020

**AC Index:** 490

**APG Contact:** Dave Moluski

302-218-1070

d.moluski@apgc.com

Description	Quantity	U/M	Unit Price	Amount
<b>Option #1 Apartments</b>				
Spray 2 Coats of Asphalt Sealer and Re-stripe	49,344.000	SF	\$ 0.20	\$9,868.80
<b>Option #2 Townhomes, Roadways and Walkways</b>				
Driveways- Squeegee 1 Coat	27,000.000	SF	\$ 0.20	\$5,400.00
Roadways- Spray 2 Coats of Asphalt Sealer	54,496.000	SF	\$ 0.20	\$10,899.20
Walkways- Spray 2 Coats of Asphalt Sealer	7,902.000	SF	\$ 0.20	\$1,580.40
<b>Option #3 New Catch Basin</b>				
Install New Catch Basin and Tie into Existing Storm Sewer Pipe	1.000	LS	\$7,795.00	\$7,795.00
			<b>Total:</b>	<b>\$35,543.40</b>



## **PROJECT EXCLUSIONS & CLARIFICATIONS**

1. Excludes, Civil, Architectural or Structural Engineering, drawings and/or design or plan certifications.
2. Excludes, licensed survey layout, and/or any as-built drawings, plan mark-ups or revisions.
3. Excludes, permit applications & permit fees unless specifically included in this Proposal and Contract.
4. Excludes, inspection, testing cost & associated fees.
5. Excludes, Uniformed Traffic Control Officers and Police Support Vehicles, unless specifically included in this Proposal and Contract.
6. Excludes, overtime & premium time due to project acceleration, or delays caused by inclement weather, acts of nature, owner or owners Subcontractor delays, calendar holiday infringement on/or in project schedule.
7. Excludes, rock or sub-surface structure breaking, blasting, excavation, or removal, unless specifically included in this Proposal and Contract.
8. Excludes, demolition, unless specifically included in this Proposal and Contract.
9. Excludes, disposal of hazardous or contaminated material, unless specifically included in Proposal and Contract.
10. Excludes, all well point dewatering, or project surface or sub-surface dewatering beyond the practical use of a 3" centrifugal, trash or diaphragm pump, unless specifically included in this Proposal and Contract.
11. Excludes, site sweeping mechanical or manual, onsite or offsite, due to vehicular or equipment tracking during delivery, entry, onsite operation or leaving the construction site.(onsite and offsite roadway, parking lot or property sweeping shall be the responsibility of the customer/purchaser) unless specifically included in this Proposal and Contract.
12. All utility installations are quoted to placement within 5 ft. of outside of building. Tie-in's to building, and excavation for same are excluded unless specifically included in this Proposal and Contract.
13. Unless specified herein, sub-grade soil conditions are considered to be suitable, and therefore usable, any excavation, removal, remediation, stabilization or replacement of unsuitable soil conditions are specifically excluded, and shall be considered to be an additional cost to be borne by the customer/purchaser.
14. If during any course of the contract, or approved change order or authorized extra work, the sub-grade or sub-base material develops soft or yielding areas due to wet or unsuitable material conditions, then corrective measures such as; excavation, remediation, stabilization or replacement of material, backfill, compaction or removal of material from site of unsuitable soil conditions are specifically excluded, and shall be considered to be an additional cost to be borne by the customer/purchaser.
15. Rain, snow, inclement weather and/or any other acts of nature that could affect the suitability of the onsite materials, in-place or stockpiled shall not be the responsibility of Advanced Pavement Group the customer/purchaser of this Proposal and Contract shall bare the cost for replacement of said materials.
16. Advanced Pavement Group (APG) has a strategic partnership with certain contracting affiliates which may be utilized within the scope of this project.
17. Paving is to be performed in one mobilization unless stated otherwise or Advanced Pavement Group chooses to mobilize more than once for their convenience.
18. Advanced Pavement Group (APG) will not be responsible for water ponding on paving projects where less than 2% positive drainage can be achieved based on the existing grades and relief points.
19. Paving performed during cold or foul or inclement weather conditions can cause esthetic and structural asphalt imperfections. Cold, frost, rain, winds, snow and moisture can all cause imperfections and defects. Paving performed under these conditions is done so, at the customers/purchasers request and responsibility only. Any corrective repair work due to paving in these conditions will be performed solely at the customers/purchasers expense.
20. Milled asphalt is to be assumed as "clean and recyclable". Contaminated asphalt recycling will be billed at 1,250.00 per load. Fabric in millings is also considered contaminated by recycling centers and will also be subject to additional charges.
21. All paving prices listed in this proposal and contract are based on the current DELDOT Asphaltic Cement and Fuel Price Index at the date of this proposal and contract. Should the Index increase prior to, or during any paving operations, the additional increase to the customer/purchaser will be billed at a rate of \$0.07 per ton installed for every \$1.00 increase in the DELDOT Asphaltic Cement and Fuel Price Index. No credits will be given for reductions in the index unless our suppliers extend an equal and respective credit.
22. Asphalt & Concrete disposal fees are subject to increase beyond the control of Advanced Pavement Group (APG). Such increases may affect the final cost of invoices.



### PAYMENT TERMS

**Payments Shall Be As Follows:** Customer agrees to have all "Proposal & Contract" payments processed and cut 7 days prior to project start date. This ensures a continuous process for both customer and company. A 40% deposit prior to Mobilization. Unit or percent complete billings will be weekly /bi-weekly basis or upon completion, whichever comes first. All invoices are due 30 days from invoice date.

### CONTRACT TERMS & CONDITIONS

1. This proposal and contract become effective as a contract, after the purchaser executes its acceptance. Conditions which are not incorporated in this contract will not be recognized unless made in writing and approved by both the purchaser and the seller's signature. No modification or transfer of this contract after its acceptance shall be binding upon the Seller, unless made in writing and signed by the Seller or by one of the Sellers Officers.
2. This proposal may be withdrawn pending the results of a credit investigation, or it may be necessary to post a bond or establish an escrow account with sufficient funds, and a guarantee of payment upon completion of our work, or established contract payment terms as detailed above.
3. Quantities stated above are approximate only. Payment will be based on actual field measurements installed. A reduction in quantities may result in an increase in unit prices.
4. Prices listed in this proposal and contract shall be valid for thirty days.
5. **Prices do not include sales tax unless specifically written above. Sales tax will be charged on all invoices for all taxable work, unless a valid Sales Tax Exemption Certificate is provided by the customer**
6. Invoices will be rendered as detailed above, or monthly whichever comes first. Payments not received within 30 days of invoice date will be subject to a 1 1/2% monthly and 18% annual interest charge, which will be added to monthly statements. Full payment for principal and interest is personally guaranteed by the individual signatory purchaser of this contract, as well as the company they represent.
7. Withholding of retainage on invoiced work will constitute a breach of contract unless retainage is specifically detailed in the payment terms listed above.
8. Final payment in full is required within 30 days of contract completion invoice, unless detailed earlier above. Payments not received within 30 days of invoice date will be subject to a 1 1/2% monthly and 18% annual interest charge, which will be added to monthly statements. Full payment for principal and interest is personally guaranteed by the individual signatory purchaser of this contract, as well as the company they represent.
9. In the event of non, or late payment by the customer, the contract shall be considered breached by the customer, and any and all legal means will be pursued to the fullest extent of the law to recover any uncollected funds, additionally the signatory of this Proposal and Contract agree that by signing and authorizing this contract accept that they will be responsible for and reimburse any legal, or collection agency fees incurred by the seller.
10. Dispute Resolution: All claims, controversies, issues and other matters in dispute arising out of or by virtue of the work performed under this proposal shall be decided in binding arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. By signing and agreeing to this proposal, Customer understands and acknowledges that it is giving up its right of access to have all disputes resolved in binding arbitration. The obligation to arbitrate shall not be limited to any extent by the type of claim or defense asserted, regardless of whether the claim or defense arises out of any applicable statutes, including but not limited to the Consumer Fraud Act and the home improvement contractor regulations promulgated there under.
11. The pricing offered is based upon the information provided by the customer and assumes the services are not being provided in connection with a Prevailing Wage project. The pricing shall be adjusted and the Customer shall be responsible to pay Prevailing Wage Rates in the event the Project is in fact a Prevailing Wage project.



## **CONTRACT ACCEPTANCE**

**Project# 402005355**

### **ACCEPTANCE OF CONTRACT BY THE PURCHASER**

BY:

\_\_\_\_\_  
*AUTHORIZED SIGNATURE*

PRINTED NAME:

TITLE:

DATE:

### **ACCEPTANCE OF CONTRACT BY THE SELLER**

BY:

\_\_\_\_\_  
*AUTHORIZED SIGNATURE*

PRINTED NAME:

TITLE:

DATE: