

BLALOCK PAVING, INC.

GENERAL CONDITIONS

1. The Contractor agrees to:

- a. Provide and pay for all labor, materials, tools, equipment and machinery and other facilities and services necessary for the workmanlike completion of the job.
- b. Secure and pay for all required sidewalk and driveways permits, if any.
- c. Pay all sales, use and similar taxes, if any.
- d. Obtain and pay for all required insurance including Workmen's Compensation, Public Liability and Property Damage. Insurance Certificates will be furnished Owner upon request.
- e. Commence and complete all work contracted for herein.
- f. Warrant that materials and labor will be provided and applied to the carrying out of this Contract in a workmanlike manner.

2. The Owner agrees:

- a. To furnish and pay for any and all required engineering, surveying, soil tests, legal expenses and expenses of all permits and other requirements of State law or local ordinances not listed in 1(b) above.
- b. That the Contractor shall be the judge as to weather conditions, time allowed for compaction and other factors affecting the proper execution or completion of the work. If Owner directs that work be performed regardless of working conditions, believed by the Contractor to be unsatisfactory, Contractor, after written notice of such fact to Owner, may proceed at Owner's direction and risk and will not be responsible for any defects resulting, in whole or in part, from such unsatisfactory working conditions.
- c. That any changes ordered by the Owner, whether they be additions, deletions or revisions, will not invalidate the Contract but will be made in writing and be charged or credited to the Owner according to the unit prices established by the Contract plus a reasonable allowance for overhead and profit.

3. Termination:

- a. If through no fault of the Contractor, work is terminated (or stopped for a period of thirty (30) or more days) by the Owner, or by Order of Court or other public authority, or for other causes beyond the Contractor's reasonable control, or if the work is stopped by the Contractor for the Owner's failure to make payment as provided in the Terms of this Contract, then the Contractor may, upon seven (7) days written notice to the Owner, suspend or terminate this Contract and recover from the Owner payment for all work executed and for terminal expenses, including any loss or cost for materials or equipment, including reasonable profit and damages.

4. Other Provisions:

- a. Contractor shall not be responsible for certification of stability and base materials or surface and Owner shall be solely responsible for taking necessary steps to obtain certification of the stability of the base to support and maintain application of asphalt's materials by Contractor.
- b. Unless provided otherwise herein Contractor assumes that no vehicular traffic other than four (4) wheel vehicles with a gross vehicular weight of no more than 8,000 pounds shall use or utilize the areas on which Contractor applies asphalt materials.

5. Payments:

Payments by the Owner, together with payment for any Change Orders or extras agreed upon, shall be paid on or before the seventh (7th) day following the date of an invoice from Contractor. Any sums not paid as provided above shall bear interest at eighteen (18%) percent per annum.

6. Payments Withheld:

Owner acknowledges and agrees that Contractor's terms of payment are payment in full on or before the 7th day following the date of the invoice as set forth in Paragraph 5 of this Contract Proposal. Payments by the Owner, however, may be withheld provided the following conditions are met:

- a. Owner shall make a good faith determination that the conditions precedent to payment have not been fulfilled, and shall give Contractor written notice of such determination ten (10) days prior to the payment due date.
- b. Owner shall, notwithstanding questions regarding Contractor's work, pay Contractor a minimum of ninety (90%) percent of the total sum due Contractor and withhold no more than ten (10%) percent of that contract sum pending resolution of Owner's concerns. Owner shall pay any and all sums so withheld immediately upon satisfactory completion of the work.
- c. In the event Owner will be unable to make payment to Contractor according to the terms of the Contract Proposal here between them, Owner shall propose in writing to Contractor for its acceptance, or rejection, as the case may be, the following terms and payment by Owner to Contractor which Owner shall hereby adopt and agree to perform faithfully:

7. Contractor's Rights upon Nonpayment:

In the event Owner shall default in the payment of any sums due under this Contract Proposal, Contractor may employ an attorney to enforce Contractor's rights and remedies, and Owner hereby agrees to pay to Contractor the sum of fifteen (15%) percent of the outstanding balance owing for reasonable attorneys' fees, plus all other reasonable expenses incurred by the Contractor in exercising any of the Contractor's rights and remedies under this Contract Proposal, and Contractor expressly reserves the right to file, perfect and enforce statutory liens on real property pursuant to Article 2 of Chapter 44A of the North Carolina General Statutes. Nothing in this Paragraph 7 shall be deemed to affect or remove any other remedies available to Contractor for breach of this Contract Proposal.

8. The Contractor's performance or continued performance of the terms of this Contract, or any additions or Change Orders there under, shall be conditioned upon Contractor's approval of Owner's credit rating, and Contractor, at any time prior to job completion, shall have the right to demand reasonable assurance of payment before proceeding further.

9. This Contract Proposal contains the entire agreement between the Owner and the Contractor except for such Change Orders or modifications made in writing after the execution of this Contract, copies of which shall be signed and attached to and made a part hereof.

10. Owner hereby certifies by execution of this Contract that he has read and does understand and accepts all of the terms and conditions of this Contract.

BLALOCK PAVING, inc.

By: [Kevin Smith] (SEAL)

Owner

Title: Estimator (SEAL)

Owner

(Please do not send any payment with contract.)

BLALOCK PAVING, INC.

Since 1968

5414 Chapel Hill Road Raleigh, NC 27607

(919)782-5740 Fax (919)782-4837

www.blalock-paving.com

December 20, 2023

Grandchester Meadows, Inc.

Attn: Kalyn Robbins

P.O. Box 1149

Apex, NC 27502

Telephone #: 919-757-1718

Email: kalyn@grandchestermeadows.com

Proposal #: K20274

Location: Vintage Grove HOA—Pool Parking Lot—1000 Beringer Place—Apex

The following is our quotation for the proposed parking lot improvements for the location referenced above.

We propose to:

Option #1

Asphalt Sealcoating

- 1) Sweep and blow all debris and loose material from existing asphalt surface
- 2) Apply (2) coats of commercial grade asphalt based sealant with 3 to 5lbs. of sand/gal. of sealant
~3,600 s.f. @ \$0.32/s.f. **\$1,152.00**

Pavement Markings

- 1) Lay out and paint 4" wide parking lines and crosshatching (between handicap spaces)
- 2) Install (1) standard handicap sign with post and (1) van accessible handicap sign with post
\$ 750.00

Estimated Total of Option #1 \$1,902.00

Option #2 (Recommended)

Asphalt Reconstruction/Replacement

- 1) Remove asphalt and 4" of subbase and dispose of properly
- 2) Install 4" of ABC stone to compacted subgrade
- 3) Shape, grade and compact
- 4) Pave with 2" of NCDOT approved hot mix asphalt material
~3,600 s.f. @ \$6.25/s.f. **\$22,500.00**

Pavement Markings

- 1) Lay out and paint 4" wide parking lines and crosshatching (between handicap spaces)
- 2) Install (1) standard handicap sign with post and (1) van accessible handicap sign with post
\$ 750.00

Estimated Total of Option #2 \$23,250.00

Notes:

- Blalock Paving, Inc. will not be responsible for any wiring, piping, conduit, sprinkler heads, post tension cable or any other unknown conditions that are within or below the area.
- If there is a shutdown of operations of the job by owner or owner's agent that was unscheduled, based on duration, an additional charge may be applied.
- Blalock Paving, Inc. will not be held responsible for damages to any asphalt, concrete, landscaping and/or grass due to the weight of our vehicles and access to area(s).

- If subgrade is poor or unstable and stone is necessary there will be an additional charge of \$150.00/ton (price includes excavation, disposal and ABC stone).
- Towing will be responsible by the owner or owners agent. A tow truck service should be available at owner or owner's agents expense to remove any vehicle in the way by 7:30 a.m.
- Price is based on performing area Monday – Friday.
- Option #1 – NOT WARRANTED
- Option #2 – Work is warranted for One Year.

**GrandchesterMeadows—VintageGroveHOA—PoolParkingLot—Apex
K20274.tif**

TOTAL OF ITEMS SELECTED..... \$ _____

THE Final Contract Price will be determined by measuring the final quantities of work done, computed at the above fixed unit prices. You may be billed for completed work on an uncompleted contract. To avoid finance charges, please remit 90% of the invoice and you may hold the remaining 10% until the project is complete.

This Contract Proposal includes and is subject to the General Conditions and Terms on the reverse side of this sheet, and is made subject to acceptance by you or your authorized officer or agent within thirty (30) days of the date of this Proposal.

ASPHALT PAVING NOTES:

During hot weather, do not place ladders, bicycle kick stands, beach chairs or pointed objects onto asphalt surface. Also, use caution with power steering during hot weather.

CONCRETE PAVING NOTES:

- Curing time for concrete set up is 7 days - no vehicles on pavement in this time frame.
- All backfill work will be done with existing soil which must be stockpiled near driveway work for backfilling purposes.
- If additional backfill soil is required, there would be extra charges accordingly.
- Concrete One Year Warranty (from time of completion) covers cracks which have a displacement of 1/4" or more.
- Do not use sodium/salt on concrete to melt ice during winter storms - it will damage the surface of the concrete.

We appreciate this opportunity to offer you this quotation and Contract Proposal
