



Abaris Realty, Inc.

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Web Site: www.abarisrealty.com

*Excellence
Since 1975*

September 16, 2022

Jonathan Allmond
Mid Atlantic Asphalt, Inc.
jallmond@midatlanticasphalt.com

**Re: Proposal for Asphalt Repairs Approval
Tanyard Springs HOA**

Dear Jonathan,

The Board of Directors at the above referenced community voted to accept your proposal for asphalt repairs, as outlined.

Attached is a signed copy of the proposal for your records. Please schedule the work ASAP with our onsite manager, Mark Moorman, at tanyardsprings@abarisrealty.com or 410-360-4018. Thank you.

Sincerely,

A handwritten signature in black ink that reads 'Shireen Ambush'.

Shireen Ambush, PCAM
Property Manager

CC: Board of Directors

MHIC# 134825

Proposal for Asphalt Repairs

Jonathan Allmond

8/24/2022



Tanyard Springs

Mark Moorman

6920 Heritage Crossing

Glen Burnie

MD

21060

Mid Atlantic Asphalt is a third generation, family operated company. We take pride in serving clients who own, manage or build facilities in Maryland, Washington D.C., Virginia, Pennsylvania and Delaware. Mid Atlantic Asphalt believes in customer satisfaction and honest pricing, which are reflected in our A+ Better Business Bureau rating.

In 1975, our founder, Austin Rice, started the company by offering honest pricing, effective communication, and superior workmanship, which exceeded the industry standards at that time. Austin focused on developing the company by servicing local businesses in Anne Arundel County, as investing in the community where he grew up was important to him. We are a home-grown business, but over four decades later, we are fortunate enough to have expanded into the neighboring counties and even bordering states, such as Virginia, Delaware, Pennsylvania and the District of Columbia. Austin's simple but effective business model has been passed down to his son, Warren Rice, and his grandson, Chris Rice, who now proudly run Mid Atlantic Asphalt. Despite our growth, the principles established by Austin decades ago, remain the same.

Today, we are proud to service various businesses throughout our region, whether local business owners, shopping centers, communities or government entities. Some of our clients include the Kevin Durant Charity Foundation, Maryland National Parks and Planning Commission, Anne Arundel County Recreation & Parks, University of Maryland Baltimore County, Community College of Baltimore County, general contractors, property managers, apartment complex owners and hotel establishments.

Our employees are the heart of our business. We are fortunate to retain valuable and dedicated employees who professionally pave and resurface asphalt, demolish and install new concrete, seal and stripe parking lots along with building, repairing and refurbishing tennis and basketball courts for our customers.

At Mid Atlantic Asphalt, we are committed to achieving customer satisfaction. We offer a Gold and Platinum Warranty for the work performed. Our business relies upon the reputation we forge through a job well done, and as a result, we proudly have repeat customers and a solid referral customer base. Both are a significant part of our ever-growing family of customers. We believe that once you are a Mid Atlantic Asphalt customer, you are our customer for life.

At Mid Atlantic Asphalt, we salute those who serve by hiring veterans. We're committed to supporting those who fight for our country and our freedoms. We're proud to show our appreciation to our military by offering the jobs they need to live the life they deserve.

Mid Atlantic Asphalt is proud to members of the Community Associations Institute, National Apartment Association, Maryland Multi-Housing Association, Maryland Recreation & Parks Association, American Sports Builders Association and the Better Business Bureau.

If you have not had the opportunity to work on a project with Mid Atlantic Asphalt, our hope is that you will consider working with us. We are confident that you will agree with our long-standing and proven business practice of hard work and excellent work product will enhance your business needs.

Ask about our Platinum and Gold Warranties.



Description

Price

ASPHALT PATCH (____/____)

\$2,250.00

MAA/Contractor will provide the following services:

Finish asphalt patching to (6) square yards or (3) areas at a depth of up to (2-4").

Lay out and barricade off the designated areas scheduled for repairs

Excavate the asphalt areas to be repaired to a maximum depth of up to (2-4") or to the sub-base

Dispose of all debris offsite at an asphalt recycling center

Square surface of repair and cut walls of repair to produce vertical edges

Apply liquid tack coat to all vertical edges of repair

Apply liquid asphalt tack coat to the base course asphalt at the Asphalt Institute recommended rate of 0.04 -0.08 gallons per square yard.

Utilizing a self-propelled asphalt paver, install an average compacted depth of (2-4") of 9.5 mm hot mix surface course asphalt.

Compact 9.5mm surface course asphalt with an (8,000) pound or more tandem roller with two vibrating roller drums to achieve a true and smooth finish matching the existing grade.

NOTE: Sink Hole sub grade will be inspected for possible failure. A change order may be required for additional material to correct defects.

7249 Stallings Drive.
1177 Coulbourn Corner
1155 Coulbourn Corner

MOBILIZATIONS: 1 DAY

NOTE: Price for asphalt paving is based on the posted price for liquid asphalt as of August, 2022, which is \$795.00 per ton. Increases in the price of liquid asphalt effects the price of asphalt material by .02¢ per ½" of asphalt for every \$10.00 per ton increase in liquid asphalt. The following mathematical equation shows how these costs affect your project: \$10.00 per ton increase in liquid asphalt = square yard of asphalt work x \$0.02 per ½" of asphalt = increased cost. Price may be adjusted the day of construction, resulting in a change order for the additional cost. Price is dictated by the State of Maryland as published at www.mdasphalt.org.

Total

\$2,250.00

EXCLUSIONS:

- Engineering and layout.
- Clearing, grubbing and selective tree removal.
- Permits, fees, testing, bonds.
- Undercutting and backfilling, site grading, off-site haul or borrow.
- Inlet throats and adjustment of utilities.
- Location, relocation, protection, support, capping, cutting, plugging, demolition or removal of existing utilities.
- Rock excavation, removal or blasting; Removal of similar man-made obstructions.
- Sheeting, shoring, bracing, underpinning and removals/cut-off.
- Furnishing of topsoil, spreading or re-spreading of topsoil.
- Soil poisoning, herbicide.
- Installation and protection of waterproofing, drainage board and filter cloth.
- Builders risk, railroad and other special insurance.
- Handling and/or removal of hazardous, toxic or contaminated substances.
- Sediment/erosion controls, maintenance and removal.
- Colored concrete, match texture or color of existing concrete or proposed precast features.
- Gravel bedding, sealant, caulking, backer rod and structural/architectural expansion joints, other than cork or asphalt impregnated fiber joint filler.
- Maintenance of traffic.
- Demolition/removal work, saw cutting, coring or drilling.
- Pumping and dewatering systems.
- Sodding, temporary or permanent seeding, mulching, landscaping.
- Excavation and backfill for mechanical and electrical work.
- Underdrains and foundation drainage systems.
- Porous or special gravel fills and backfills.
- Knowledge of addenda, specifications and soils report.
- Temporary and/or permanent paving patch.
- As-Built drawings.
- Responsibility for damage to existing asphalt or concrete pavement due to required access by our trucks and equipment.
- Responsibility for cold seams and asphalt raveling due to work being performed in temperatures below 50 degrees Fahrenheit.
- Any work not shown on the drawings, i.e., concrete, pavers, etc.
- Davis-Bacon Wage Rates.
- SuperPave asphalt materials and/or methods.
- Scarify or proof roll sub grades.
- Prime coat.
- Towing and/or removal of vehicles or equipment cost of towing.

NOTES:

- Our proposal is based on performance and completion of our scope of work in above stated mobilization(s). Additional mobilizations required beyond the control of Mid Atlantic Asphalt, Inc. will be billed as an increase.
- Grade to be +/- 0.2" balanced on site by others prior to our site occupancy.
- Additional handling, aeration, disposal and/or borrow resulting from conditions beyond the control of Mid Atlantic Asphalt, Inc., will be chargeable expenses.
- This proposal is based on having adequate access to all areas of our work for necessary trucks and equipment.
- Price is based on work being executed Monday through Friday 6am - 5pm. After hours and weekend work is available at a premium rate.
- Prices listed on this proposal are based on all of the work being completed. If all of the work listed is not accepted, MAA may have to

increase the prices of some or all of the items listed on this proposal.

ASPHALT CONSTRUCTION TERMS AND CONDITIONS:

If Mid Atlantic's Proposal is accepted, the Proposal shall become a subcontract document. In the event of any conflict between the Proposal and the other subcontract documents, the Proposal shall apply. This Proposal/Contract ("Contract") shall be binding only when signed by an authorized representative from Mid Atlantic Asphalt, Inc., herein referred to as "MAA," and by an authorized representative from your firm, herein after referred to as either "Owner" and/or "Customer." This "Contract" constitutes the entire agreement between the parties, there being no covenant, promise or agreement, written or oral, except as specified herein.

NOTE: Before any work commences, adequate financial arrangements must be presented to MAA accounting department as evidence that the project is covered by a Labor and Materials Payment Bond and/or in addition to any existing Performance Bonds or Letter of Credit, satisfactory funds exist for payment to MAA for services rendered. You must also furnish the name of the Owner and a legal description of the property where said services are to be performed. Failure to meet these requirements will result in our withdrawal of this "Contract" and will void this "Contract." Memos or notices distributed to tenants or others concerning the scheduling of the work as described herein must be presented to your sales representative for approval prior to distribution. You may email said notice to info@midatlanticasphalt.com.

SITE CONDITIONS: The Owner represents and is responsible for making sure that all site conditions are clear of dirt and debris and are in proper order for MAA to perform their work. And will maintain safe access to the Work site at all times. If, in the course of performing the scope of Work, MAA is impeded by site conditions caused by others, MAA shall notify the Owner of such conditions and the Owner shall take immediate actions to correct any/all site problems, at Owner's expense. If stone is encountered before the maximum depth of asphalt in the proposal specifications then there will be a change order for additional charges for labor, equipment, trucking, and dumping to remove sub-base or subgrade.

FINE GRADING: Fine grading of the top 0.2 ft. of the subgrade is included in this "Contract." The subgrade is to be balanced within a +0.2 ft. tolerance and fully compacted and tested by others previous to the start of any fine grading. Fine grading does not include grading for curbs, sidewalks, aprons, ditches, etc., nor does it include any back-filling or the filling or grading along the edges of the pavement. All compaction testing is to be completed by others and is not the responsibility of MAA. MAA will provide one (1) proof rolling per subgrade mobilization. The second proof rolling will incur a fee of \$400.00 per proof roll test.

MINIMUM SLOPE: A minimum slope of two percent (2%) is necessary for proper surface drainage. MAA is not responsible for standing or ponding water on pavement installed with less than two percent (2%) rate of slope.

SUBGRADE: MAA reserves the right to refuse the installation of asphalt, curbs, sidewalks, etc. if it is determined by MAA that the subgrade is unstable due to soil, weather, compaction or any other condition. If the Owner directs that any of these items be installed against the recommendations of MAA, Owner accepts full responsibility for all failures and varying thickness to the asphalt as well as the payment for any/all over-runs in quantities for reinstallation of any area. Notwithstanding the above, the installation of asphalt on the Owner's subgrade does not imply MAA acceptance thereof and any paving failures due to subsequent subgrade deterioration will be repaired at the Owner's expense. All compaction testing, and coring of the pavement is to be completed by others and is not the responsibility of MAA and Owner agrees to accept responsibility for all compaction testing. Select material furnished and installed by MAA in an attempt to stabilize any subgrade failure will be paid for by the Owner at the rate of \$140.00 per ton, which includes the excavation of unsuitable material, the disposal of and furnishing and installing of select material. MAA reserves the right to use millings instead of stone if we so choose. Additional costs to the Owner and subsequent payments to MAA shall be based on material delivery tickets. At no time, does MAA accept the responsibility for any grade(s) and/or unless otherwise noted in detail in the scope of work, MAA is not responsible for any grade(s) and/or grade work. If removal of existing subgrade is required, there will be an extra charge.

ASPHALT PAVING: Owner accepts the financial responsibility for any/all compaction testing to the asphalt. If there are minimum compaction requirements, customer/owner must have their testing personnel on site at the beginning of paving operation and if testing results are not provided to MAA while equipment and labor are paving on site each day, MAA cannot be responsible for meeting compaction requirements.

ASPHALT MILLING EXCLUSION: MAA is not responsible for damage(s) incurred to concrete or branches by asphalt milling machine where asphalt and concrete abut. If paving fabric is found under surface layer of asphalt, an additional \$500.00 per truck load will be charged for environmental dumping.

ASPHALT DEEPER THAN SPECIFIED: In the event that the existing asphalt is deeper than specified in this "Contract," an additional charge of Eleven and 00/100 Dollars (\$11.00) per square yard, per inch for the extra depth asphalt. Payments shall be made based on actual field measurements of areas requiring this item.

CONCRETE QUALIFICATIONS AND EXCLUSIONS:

- If concrete depth is greater than 4" an additional charge of \$2.50 per inch, per square foot, for removal will apply. In this case, stone is necessary, and we will charge an additional \$150.00 per ton.
- MAA will not be responsible for any wiring, piping, conduit, sprinkler lines, sprinkler heads, post tension cable or any other unknown conditions that are within or below the concrete.
- MAA will take every precaution to avoid damaging underground lines but cannot assume responsibility for any damage.
- It is the responsibility of property management to locate any utilities in proposed work area.
- MAA will not be responsible for vandalism to freshly poured concrete, damage to concrete as a result of application of ice melt or color variation due to existing and new surface conditions.
- MAA does not warranty concrete against cracking or heaving over the winter due to freezing and thawing.
- Additional disposal charges will be assessed for the removal of any refuse or debris that is placed in our dumpster while on site.

- Backfilling will be performed using on site material. If turf restoration is required, additional charges will be assessed.
- If permits are necessary, the cost of the permit and the cost of an expediter will be added to the total cost of this contract.

TRAFFIC CONTROL: Maintenance of traffic is not included. Any/all traffic control is the responsibility of the Owner, unless otherwise specified in the "Contract."

HAZARDOUS MATERIALS: MAA specifically disclaims any liability and/or responsibility for any existing or future hazardous materials on the property and/or hazardous material violations pursuant to any Federal, State and/or Municipal ordinance and/or common law tort/contract theory regarding and/or any amendments and/or change orders. The Owner, where MAA specifically warrants that the subject property is free of hazardous material, agrees to indemnify and hold harmless MAA and its subcontractors from any claims, suits, settlements and/or judgments which may be filed, assessed, settled by agreement and/or entered plus all costs, expense and attorney's fees actually incurred in the investigation, defense, settlement and/or satisfaction thereof.

PERMITS: The Owner agrees to obtain and assume the costs for all required permits necessary for performance of the Work. Owner further agrees that any/all utilities, such as utility lines, manholes, gas lines, poles, etc. shall be on approved grade and alignment and properly staked prior to the performance of Work. Owner shall be responsible for securing engineering reports, land surveys, and establishing and clearly defining, all areas of Owner's property to be surfaced. Owner will be held responsible for securing all permits, licenses and surveys prior to the commencement of said work, and releases MAA from any/all liabilities resulting in delays or failure to secure necessary documents. Furthermore, any non-specific utilities ("house utilities") located on the job site such as, house lights, underground cables, traffic sensors, or any other sub-surface utilities not listed with Miss Utility or any other utility-based organization, is the responsibility of the owner and MAA is not responsible for any damage to these items. Furthermore, owner agrees to correct any problems to these "House utilities" at owner's expense and will do so in a timely manner not to delay schedule. MAA is not responsible for any design or engineering of the site conditions.

MOBILIZATIONS: Additional move-ins (Mobilizations) required by the Owner will incur additional charges. See Commencement of Work paragraph below for rates. If the entire design section for the paving is not installed at one time and construction traffic is allowed on the initial course before final surfacing, the owner shall bear the responsibility and costs for all repairs or cleaning which may become necessary. After installation of asphalt is completed, Owner shall be fully responsible for any damage thereto caused by others.

WARRANTIES: Upon request, MAA shall furnish the Owner with any warranties (if any) supplied by manufacturers on any materials installed by MAA under this "Contract." The parties agree that MAA is not an agent or representative of the manufacturer and MAA shall not be held responsible for any claims or requests for service under the manufacturer's warranty. All materials are warranted to be as specified and all Work is to be completed in workmanlike manner according to standard practice in the industry for a period of one (1) year. In the event of any defects in an asphalt surface due to faulty materials or workmanship, MAA will repair such surface, or parts thereof, at its expense provided Owner so notified MAA during the one-year period from date of completion. Due to the nature of asphalt, such corrections may be noticeable upon repair. Reasonable efforts will be taken to blend these areas with the existing asphalt; however, time is the best solution for proper blending. This limited warranty does not apply: (i) to the extent Owner fails to properly care for and use asphalt surfaces; allowing traffic on newly sealed or paved surfaces sooner than 24 hours after work is performed (ii) to cracks or other defects resulting from installation over concrete or other surfaces not provided or installed by MAA within the last 12 months; (iii) abnormal vehicular use or constant exposure to oil or other chemicals; (iv) sealants or other materials applied to such surface or unauthorized repairs made by persons other than MAA or performed after October 15th in any given year; (v) Mid Atlantic Asphalt, Inc. does not warranty curb painting (vi) events, occurrences or other factors beyond MAA's control (i.e. severe weather, earthquake, vegetation, tree roots, moisture, vandalism, etc.) or (vii) Owner is in default of financial obligation under this Agreement. This limited warranty is not transferable to any subsequent owner of the property.

WARRANTIES CONTINUED: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY MAA AND THERE ARE NO OTHER WARRANTIES OTHER THAN AS STATED HEREIN, EXPRESSED OR IMPLIED, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER NATURE, WHICH ARE HEREBY EXPRESSLY EXCLUDED, AND THE REPAIR OF A DEFECTIVE ASPHALT SURFACE BY MAA SHALL BE THE OWNER'S SOLE REMEDY THEREFORE, AND IN NO EVENT SHALL MAA BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES EXCEEDING THE TOTAL CONTRACT PRICE.

COMMENCEMENT OF WORK: Owner agrees to notify MAA at least twenty-four (24) hours prior to the scheduled time for commencement of the Work if the Work cannot be commenced at scheduled time. In the event of failure of Owner to provide said notification, Owner agrees to pay the following charges as damages for Owner's failure it being agreed by the parties that the exact amount of damages sustained by MAA will be difficult to determine or ascertain: (a) Asphalt patching (\$2,500) + plant fees if required by plant + dump trucks, per job (\$730) per truck per day, (b) Asphalt paving (\$4,500) + plant fees if required by plant + dump trucks per job (\$730) per truck, per job; (c) Sealing (\$2,800) per job; (d) Striping (\$1,000) per job; (e) Concrete (\$3,900) per job; (f) Excavation and/or grading (\$3,500) + dump trucks, per job (\$730) per truck per day per job. (g) 4' or 7' Milling Machine (\$4,500) + dump trucks, per job (\$730) per truck per day per job. (h) Crack Filling (\$1,500) per job; (i) Signs (\$1,000) per job; (j) Bollards (\$1,000) per job; (k) Wheel Stops (\$1,000) per job. Notwithstanding said payments, the "Contract" shall remain in full effect and the above damages shall be paid within (7) days from the date incurred and shall be in addition to the payments due under the "Contract."

CHANGES TO PLANS: This "Contract" is based on plans given to MAA on N/A. Any subsequent changes in the plans, which in our opinion affect the contract price will be invoiced to the Owner as an extra to the "Contract" at prices to be negotiated. The Owner shall notify MAA immediately of any such changes. MAA Required 48 hours advance notice for any changes to striping scope of work. Any written changes established in the field without such required notice will require an additional \$250.00 service fee.

TOWING: If Mid Atlantic Asphalt, Inc. coordinates the towing of vehicles prior to seal coating or paving, the cost will be \$50.00 per vehicle with a minimum charge of \$125.00 per mobilization.

CHANGE ORDERS: Extras and/or change orders will be performed on a time and material or negotiated basis. MAA standard change order forms with all included mark-ups will be used and when signed by the Owner, Director of Operations, foreman or any other agent, servant or employee on behalf of the Owner, will be deemed acceptable by the Owner and represented as a legitimate extra to the "Contract." All Rental(s) and/or T&M invoices will be billed separately and shall be paid separately and not as a change order to the "Contract."

BONDS: Unless specifically included in this proposal, all Performance, and/or Payment Bonds are excluded.

DAMAGES: MAA must be notified in writing of any alleged damage(s) to existing items within 48 hours of occurrence. If MAA is not notified within 48 hours, it is agreed that MAA will not be responsible for nor will MAA suffer any back charge(s) from Owner regarding the alleged damage. MAA is not responsible for damage(s) due to strikes, fires, accidents, acts of God or any other causes beyond MAA control. If MAA is delayed at any time by an act, breach or neglect as a result of the Owner or Owner's Agent, or from an employee of either, or by a separate contractor engaged by the Owner, or by changes in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond MAA's control, then the Approximate Date of Completion shall be extended by a reasonable period of time to reflect the time MAA was so delayed. It is also understood that MAA must use heavy trucks and equipment in the performance of the work. MAA is not responsible for damage(s) to surrounding asphalt or concrete due to the use of these vehicles during normal construction activities.

BREACH OF CONTRACT: In the event that the Owner is in breach of this "Contract," and such breach is not cured within five (5) days written notice from MAA, in addition to any other remedies which MAA may have under law or equity, MAA may elect to either suspend or terminate its obligation to further perform any of its obligation under this Agreement, and shall be immediately paid for all Work performed MAA up to the time of such election.

SPORT COURT TERMS AND CONDITIONS:

WARRANTIES: MAA shall guarantee the materials and workmanship for a period of one (1) year from date of substantial completion. This warranty is limited to the newly installed SportMaster® ColorPlus™ and Dynaflex® Sport Surfacing surface only and does not cover any situations arising from normal wear and tear, negligence, misuse, abuse, vandalism and/or acts of God. The appearance or reappearance of surface and/or structural cracking or any conditions caused by settlement and/or standing water are not covered. MAA does not warranty cracks repaired with SportMaster® Acrylic Patch Binder, SportMaster® CrackMagic or any crack that was repaired by others. MAA does not warranty the SportMaster® ColorPlus™, Dynaflex® Sport Surfacing or the ARMOR® Crack Repair System installed over a rubber matting, a fiberglass membrane or a concrete surface. MAA reserves the right to install either SportMaster® or Dynaflex® products.

EXTENDED WARRANTIES: MAA offers a Gold 10-Year Warranty or a Platinum Lifetime Warranty on all structural cracks that were repaired by MAA with the ARMOR® Crack Repair System. The Gold 10-Year Warranty and the Platinum Lifetime Warranty are offered in conjunction with MAA's Annual Maintenance Agreement. If the Owner chooses to no longer maintain the Annual Maintenance Agreement with the Gold 10-Year Warranty or the Platinum Lifetime Warranty, the Customer/Owner must cancel the Contract, in writing, prior to December 31st of any year. If Owner cancels the Annual Maintenance Agreement, the Gold 10-Year Warranty or the Platinum Lifetime Warranty will be null and void.

WEATHER: Due to the temperature and climatic conditions, the SportMaster® ColorPlus™ and Dynaflex® Sport Surfacing may not be installed when the ambient temperature is less than 50 degrees Fahrenheit, or when rain is imminent. Due to the temperature and climatic conditions, SportMaster® CrackMagic may not be installed when the ambient temperature is less than 50 degrees Fahrenheit, or when rain is imminent. Due to the temperature and climatic conditions, the ARMOR® Crack Repair System may not be installed when the ambient temperature is less than 65 degrees Fahrenheit, or when rain is imminent.

PERMITS: Permits, if necessary, to be obtained by and paid for by others.

ACCESS: MAA will be using heavy trucks and equipment to perform the work set forth in this proposal. Proper access to be provided by Customer, or Customer's representative. MAA is not responsible, and Customer agrees to hold MAA harmless for all damage(s) incurred by mobilization through provided access, and to any unavoidable disturbance to the area adjacent to the work (or access route), unless specifically provided for in this contract. The cost to repair any unforeseen failure of the existing sub- base, base, surface or fence system that is encountered during the execution of this contract, will be charged to the Customer on a time plus materials basis. Customer will be responsible for prohibiting access on courts by general public, animals, wildlife, employees, club members and others during performance of our work. Any damages resulting from persons other than employees of MAA shall be the responsibility of Customer.

VEGETATION: Vegetative growth on and around court area to be treated with herbicide and/or removed by others, prior to commencement of work. The cost of the removal and or treatment of such vegetative growth shall be paid for by others. MAA is not responsible for vegetation coming from under the asphalt/concrete.

MOBILIZATIONS: Quoted price is based upon performing the proposed scope of work in the allotted mobilization(s). Any additional mobilization(s) that are required due to negligence, oversight, or misrepresentation by the Customer (or Customer's representative) or due to events beyond the control of MAA shall result in an additional charge of (\$1,500) per day, to be paid by the Customer. This additional charge will be computed, and subsequently authorized by the Customer (or Customer's representative) prior to any re-mobilization.

OBSTRUCTIONS: All obstructions, e.g. divider curtains, ball machines, ball hoppers, etc., which impedes performance of our scope of work, are to be removed by others prior to start of work. All items removed by others are to be replaced by others. Others shall pay for the cost for the removal and replacement of obstructions.

EXCLUSION: Crack repair work does not include repairs of cracks around fence post footers.

CONDITIONS: This proposal, when executed by the Customer, shall be a binding and enforceable contract between the Customer and MAA. In the event the Customer accepts this proposal, but requires MAA to execute a separate written contract, the Customer agrees that this proposal will be incorporated by reference into and become a part of the separate written contract, and if there are any conflicts between the terms of the separate written contract and this proposal, the terms of this proposal shall prevail. MAA shall not be responsible for the unavailability of supplies/materials or for any delays or delay damages caused by said unavailability of supplies/materials when the shortage is caused by an event beyond MAA's control. In the event MAA's work is impacted, delayed and/or accelerated due to an event or events beyond MAA's control, MAA shall be entitled to recover impact, delay and/or acceleration controversy or claim arising under, or relating to this proposal, or the breach thereof, shall be settled by arbitration if MAA, in its sole discretion elects to arbitrate the controversy or claim in lieu of litigation. If MAA elects to arbitrate; Subcontractor expressly consents to arbitration in Anne Arundel County, Maryland, which shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Any award rendered in any arbitration arising out of a dispute regarding the work of this proposal, shall be enforceable in the circuit court of any county in the State of Maryland. If MAA in its sole discretion elects to waive arbitration, any controversy or claim shall be resolved by formal litigation in a court of competent jurisdiction in the State of Maryland, and the Customer consents to the personal jurisdiction of the State of Maryland. This proposal shall be construed in accordance with the laws of the State of

Maryland.

NOTICE: (Applicable in Maryland only): All home improvement contractors in Maryland must be licensed by the Maryland Home Improvement Commission. MAA's MHIC#134825. Inquiries about a contractor should be transmitted to the Home Improvement Commission, 501 St. Paul Place, Baltimore, Maryland 21202; Telephone (410) 333-6310.

PAYMENT TERMS: All amounts are due and payable upon receipt of invoice. MAA requires a 33% deposit prior to the commencement of work on all projects over \$5,000. Final payment is due upon substantial completion. The Owner agrees to pay a 2% processing fee for all credit card transactions. The Owner agrees to pay 1.75% interest per month (21% annual rate) on any unpaid balance(s) over 30 days from the date indicated on the invoice. In the event that MAA incurs collection costs on any past due monies, Owner agrees to pay reasonable attorney's fees and any other collection costs incurred by MAA. MAA reserves the right to bill in progress invoices for each scope of work completed. If full payment (including aforementioned late charges) is not received by MAA within sixty (60) days from final invoice date, all warranty rights will be waived.

COMPANY INFORMATION:

PO Box 361

Linthicum, MD 21090

(p) 410-923-5155

(e) info@MidAtlanticAsphalt.com

APPROVAL

This proposal will not be binding upon Contractor until the signed acceptance has been received by Contractor.

Company Name: Mid Atlantic Asphalt, Inc.

Representative Name: _____

Signature: _____

Title: _____

Date: _____

Customer Acceptance and Work Authorization

The above quote is accepted as written and you are hereby authorized to proceed with the work.

Company Name: Abaris Realty for Tanyard Springs HOA Billing Point of Contact

Representative Name: Shireen Ambush Name: _____

Signature: Shireen Ambush Email: _____

Title: Property Manager Phone: _____

Date: 9/16/22

