

CONSTRUCTION AGREEMENT
FY 2025-2026 ROAD RESURFACING PROJECT
IFB 26-01 - PUBLIC CONSTRUCTION PROJECT

THIS CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of the date of the last signature below (the "Effective Date") by and between **H & S INVESTMENT GROUP OF CENTRAL FLORIDA, L.L.C.**, a Florida limited liability company doing business as AAA Top Quality Asphalt, whose mailing address is P.O. Box 1564, Winter Haven, Florida 33882 (the "VENDOR"), and the **TOWN OF DUNDEE, FLORIDA**, a Florida municipal corporation, whose mailing address is 202 East Main Street, P.O. Box 1000, Dundee, Florida 33838 (the "TOWN"). The VENDOR and TOWN may each be referred to as a "Party" and collectively as the "Parties."

FACTUAL RECITALS

WHEREAS, the TOWN issued a formal competitive sealed solicitation identified as FY 2025-2026 Road Resurfacing Project, IFB 26-01, pursuant to Section 2-159(2) of the Code of Ordinances of the Town of Dundee, Florida, for milling, resurfacing, pavement marking, traffic control, restoration, and related work on portions of Garrison Avenue, Melina Avenue, Elinor Avenue, and Grace Avenue in Dundee, Florida (the "Project"); and

WHEREAS, the solicitation contemplated award to the lowest responsive and responsible bidder whose bid was determined to meet the requirements of IFB 26-01 and serve the best interests of the TOWN; and

WHEREAS, the VENDOR submitted a signed bid and proposal dated June 23, 2026, proposing to perform the Project for the fixed lump-sum amount of One Hundred Eight Thousand Six Hundred Fifty-Five Dollars and Zero Cents (\$108,655.00); and

WHEREAS, the VENDOR's bid form allocated the Contract Sum as follows: milling and cleaning, \$20,230.00; maintenance of traffic and signage, \$1,200.00; tack coat, \$1,495.00; and paving and striping, \$85,730.00; and

WHEREAS, on July 7, 2026, at a duly noticed public meeting, the Town Commission authorized the TOWN to enter into an agreement with the VENDOR for the Project in an amount not to exceed \$108,655.00, subject to execution of a written agreement and satisfaction of all applicable procurement, bonding, insurance, technical, and legal requirements; and

WHEREAS, the VENDOR represents that it is properly organized, authorized to transact business in Florida, licensed and qualified to perform the Work, and able to furnish all labor, supervision, materials, equipment, permits, bonds, insurance, documentation, and services required by the Contract Documents; and

WHEREAS, the VENDOR has reviewed the Project locations, the TOWN's IFB documents, its own bid and proposal, and the conditions reasonably ascertainable at the Project Site, and agrees that the Contract Sum includes all costs necessary to complete the depicted Project except only changes approved through a written Change Order; and

WHEREAS, the TOWN's estimated roadway quantities and the VENDOR's measured proposal quantities are approximate, and the Parties intend the Contract Sum to be a fixed lump sum for complete performance on the four road segments shown in the accepted proposal maps rather than compensation based on exact measured quantities; and

WHEREAS, the VENDOR acknowledges that its proposal contains qualifications, exclusions, withdrawal language, price-review language, payment provisions, warranty limitations, and other terms that are not accepted except to the limited extent expressly stated in this Agreement; and

WHEREAS, VENDOR agrees and represents that it will furnish all labor, materials, equipment, supervision, traffic control, permits, bonds, insurance, quality-control documentation, cleanup, restoration, and incidental work necessary to perform and complete the Project; and

WHEREAS, TOWN has found that the VENDOR possesses the qualifications necessary to satisfactorily perform the Work contemplated in this Agreement; and

WHEREAS, VENDOR and TOWN acknowledge and represent that the provisions set forth in this Agreement are reasonable and supported by adequate and legal consideration; and

WHEREAS, entry into this Agreement serves a valid municipal purpose and promotes the health, safety, mobility, accessibility, and welfare of the residents of the Town of Dundee.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein, the Contract Sum, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the TOWN and the VENDOR agree as follows:

I. INCORPORATION OF RECITALS

The foregoing recitals are incorporated into this Agreement as true and correct statements forming the factual and material basis for the Parties' entry into this Agreement. If a recital conflicts with an operative provision of this Agreement, the operative provision controls. The Contract Documents identified below are incorporated by reference and shall be read together as one integrated agreement.

II. DEFINITIONS

Words used in this Agreement have their ordinary meanings unless otherwise defined.

- a. "Agreement" means this Construction Agreement and its incorporated Contract Documents.
- b. "Business Day" means a day other than Saturday, Sunday, or a holiday observed by the TOWN.
- c. "Change Order" means a written instrument signed by the VENDOR and an authorized TOWN representative that changes the Work, Contract Sum, or Contract Time. A Change Order exceeding delegated authority is effective only after approval by the Town Commission.
- d. "Contract Documents" means this Agreement; IFB 26-01; the TOWN's Work Scope, Work Summary, General Provisions, specifications, plans, maps, and addenda; the VENDOR's signed bid form and only the accepted technical, price, quantity, layout, and preliminary schedule portions of its proposal; Exhibit B; the payment and performance bond, insurance documents, approved submittals, Notice to Proceed, written amendments, and Change Orders. Conflicting VENDOR terms are governed by Article XVI.
- e. "Contract Sum" means \$108,655.00, as lawfully adjusted by a written Change Order.
- f. "Contract Time" means the period beginning on the commencement date stated in the Notice to Proceed and ending at Final Completion, which shall occur within sixty (60) Business Days unless extended by Change Order.
- g. "Final Completion" means completion and written acceptance of all Work, punch-list items, testing and inspection requirements, permit closeout, restoration, final cleaning, delivery of warranties and releases, and all other closeout obligations.
- h. "Services" or "Work" means everything required to provide the complete Project in accordance with the Contract Documents.

- i. "Subcontractor" includes every person or entity furnishing labor, materials, equipment, or services through the VENDOR at any tier.
- j. "Day" means calendar day unless this Agreement specifically states Business Day.
- k. "Effective Date" means the date on which this Agreement is last executed by the TOWN or its authorized representative.

III. SCOPE OF WORK AND BONDING

The VENDOR shall furnish all labor, supervision, materials, asphalt, tack coat, equipment, transportation, tools, permits, temporary measures, traffic and pedestrian control, erosion control, quality-control support, cleanup, restoration, documentation, warranties, and incidental work necessary to complete the Project in strict accordance with the Contract Documents.

The Work includes, without limitation: roadway preparation; ordinary grading and removal of foreign or deleterious materials; scratch milling and power sweeping approximately 6,217 square yards of existing asphalt; delivery of all recovered milling material to the TOWN's Public Works facility at 1500 Race Road, Dundee, Florida 33838; application of tack coat; installation of an approximately one-and-one-half-inch lift of SP-9.5 hot-mix asphalt, with a maximum forty-percent reclaimed asphalt pavement content as accepted in the VENDOR's proposal; rolling and compaction to proper density; layout and application of pavement markings using FDOT-certified traffic paint; re-striping five (5) twenty-four-inch stop bars; final cleaning; restoration and fine grading of disturbed right-of-way; sodding of disturbed areas outside the roadway footprint; and all related work necessary for a complete and serviceable Project.

The Project consists of the portions of Garrison Avenue, Melina Avenue, Elinor Avenue, and Grace Avenue shown on the proposal maps incorporated in Exhibit A. The accepted proposal identifies approximate quantities of 1,395 square yards on Garrison Avenue, 1,243 square yards on Melina Avenue, 1,202 square yards on Elinor Avenue, and 2,377 square yards on Grace Avenue. These quantities are estimates. The Contract Sum is for complete performance on the depicted segments and is not subject to increase or decrease because of ordinary measurement differences, yield, waste, material ordering, or other quantity variances reasonably necessary to complete those segments.

Before beginning field Work, the VENDOR shall submit a temporary traffic-control and maintenance-of-traffic plan addressing vehicular traffic, pedestrian access, emergency access, barricades, warning devices, equipment staging, and restoration of access. The plan must be approved by the TOWN before Work begins, but approval does not transfer safety responsibility from the VENDOR. The VENDOR shall not use or store equipment on private property without the property owner's prior written permission, shall not block private driveways, and shall protect and repair damage to curbs, mailboxes, yards, trees, signs, utilities, and other public or private property caused by its operations.

The TOWN will raise or adjust water-valve covers and manholes to the extent stated in the IFB documents. The VENDOR shall coordinate the timing of that work and shall not pave over or damage utilities or appurtenances. The VENDOR is responsible for locating and securing lawful staging areas and for obtaining any construction water meter required for water used on the Project.

Before beginning Work, and within twenty-five (25) calendar days after receipt of written notice of award unless the TOWN grants a written extension, the VENDOR shall deliver payment and performance bonds, either combined or separate, each securing one hundred percent (100%) of the Contract Sum. The bonds shall comply with the IFB bonding qualifications and Section 255.05, Florida Statutes; name the TOWN as obligee; identify IFB 26-01 and the Project; be issued by a surety authorized to do business in Florida and acceptable to the TOWN; include a current authenticated power of attorney; and be recorded in the public records of Polk County. A certified copy of each recorded bond and the power of attorney must be provided before the Notice to Proceed is issued or any payment is made.

IV. COMPENSATION

The TOWN shall pay the VENDOR the fixed lump-sum Contract Sum of One Hundred Eight Thousand Six Hundred Fifty-Five Dollars and Zero Cents (\$108,655.00) for complete and satisfactory performance of the Work. The Contract

Sum includes all labor, payroll costs, materials, asphalt, tack coat, paint, equipment, fuel, hauling, delivery of millings, disposal of other debris, mobilization and remobilization, permits and fees, bonds, insurance, supervision, traffic and pedestrian control, erosion control, ordinary roadway preparation, quality control, required submittals, cleanup, restoration, overhead, profit, taxes not lawfully exempted, warranty obligations, and incidental costs required by the Contract Documents.

The Contract Sum shall not increase because of changes in petroleum, asphalt, fuel, labor, material, transportation, supplier, Subcontractor, or market costs; inflation; ordinary shortages; the VENDOR's estimating or measurement error; or quantities reasonably necessary to complete the depicted Project. Any adjustment requires a written Change Order. No invoice, proposal note, notice to owner, field discussion, email, or unilateral contractor document changes the Contract Sum or creates an obligation for additional payment.

The VENDOR may submit proper payment requests to the Town of Dundee Finance Department, Accounts Payable, 202 East Main Street, P.O. Box 1000, Dundee, Florida 33838, unless the TOWN designates another method in writing. Each request shall identify the Project and IFB number; state the original and adjusted Contract Sum, approved Change Orders, prior payments, current amount requested, and remaining balance; describe completed Work; and include supporting delivery tickets, material certifications, inspection or testing records, releases, and other documentation reasonably required by the Contract Documents.

Proper payment requests shall be reviewed, rejected, or paid in accordance with the Florida Local Government Prompt Payment Act. The TOWN shall timely pay undisputed amounts and may withhold only amounts reasonably necessary for incomplete or defective Work, failed tests, property damage, unpaid labor or suppliers, missing closeout documents, unapproved changes, bond or insurance deficiencies, or another good-faith dispute. The VENDOR shall timely pay Subcontractors and suppliers as required by law and shall protect the TOWN from claims against the statutory payment bond.

Final payment is conditioned upon Final Completion; correction of punch-list items; final inspection; permit closeout; delivery of warranties, releases, and surety consent when required; evidence that Subcontractors and suppliers have been paid; final cleaning; and all other closeout documents. Payment, inspection, use, or occupancy does not constitute acceptance of defective or incomplete Work. The TOWN's payment obligations remain subject to lawful appropriation, but this provision does not permit the TOWN to withhold payment for properly authorized, completed, and accepted Work contrary to applicable law.

If the TOWN elects to make direct purchases for lawful sales-tax savings, the VENDOR shall cooperate, the Contract Sum shall be reduced by the amount included for the purchased materials and related tax or markup, and the VENDOR shall remain responsible for coordination, delivery, storage, installation, protection, and warranty.

V. TERM OF AGREEMENT AND BINDING EFFECT

This Agreement begins on the Effective Date and continues until Final Completion and satisfaction of all obligations, unless earlier terminated in accordance with Article VIII. Execution of this Agreement does not authorize commencement of Work. The VENDOR may begin only after receipt of the TOWN's written Notice to Proceed and satisfaction of all preconstruction conditions. The terms of this Agreement bind the Parties and their lawful successors and permitted assigns. Omission of an applicable legal, permit, code, or regulatory requirement does not excuse compliance. For purposes of this Agreement, "applicable law" includes the Town of Dundee Charter, Code of Ordinances, Land Development Code, and all applicable federal, state, county, and municipal statutes, laws, rules, regulations, ordinances, resolutions, codes, permit requirements, and lawful directives.

VI. NOTICES

Formal notices shall be in writing and delivered by personal delivery, nationally recognized overnight courier, or United States certified mail, return receipt requested. Email may be used as a courtesy copy but does not alone

constitute formal notice unless receipt is expressly acknowledged in writing. Notice is effective upon personal delivery, recorded courier delivery, delivery or refusal shown by the certified-mail record, or written acknowledgment of receipt.

A. If to the TOWN: Kenneth Cassel
Town Manager
Town of Dundee
202 E. Main Street
Dundee, FL 33838

With copies to: (*shall not constitute notice*)
Markeishia L. Smith, P.A.
Town Attorney
408 S 10th Street
Haines City, FL 33844

B. VENDOR: Steve Kelton, Project Manager
Registered Agent
H & S Investment Group of Central Florida, L.L.C., d/b/a AAA Top Quality
Asphalt
PO Box 1564
Winter Haven, Florida 33882

Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed. Either Party may change its notice address by formal notice given under this Article.

VII. MODIFICATION OF AGREEMENT

This Agreement may be modified only by a written amendment or Change Order signed by the VENDOR and an authorized TOWN representative. A Change Order exceeding delegated authority is not effective unless approved by the Town Commission. Oral statements, field conversations, meeting discussions, emails, invoices, shop drawings, submittals, payment, silence, notice-to-owner documents, or course of performance do not modify the Contract Sum, Contract Time, scope, warranty, or legal requirements.

The TOWN may issue written interpretations and minor clarifications consistent with the existing scope that do not materially change price or time. If the VENDOR believes a direction is a compensable change, it must provide written notice before performing the disputed Work, identify the cost and schedule effect, and obtain a Change Order. Except for emergency Work necessary to protect persons or property, the VENDOR waives additional compensation or time for Work performed without the written notice and authorization required by this Article. Changes caused by defective Work, improper methods, lack of coordination, or another act or omission of the VENDOR do not entitle it to additional time or compensation.

VIII. PERFORMANCE AND TERMINATION

Time is of the essence. The VENDOR shall diligently prosecute the Work and achieve Final Completion within sixty (60) Business Days after the commencement date stated in the Notice to Proceed. The VENDOR's preliminary three-working-day field sequence is a planning estimate only and does not reduce its obligation to coordinate, complete punch-list and closeout requirements, or meet the Contract Time.

At least five (5) Business Days before beginning field Work, the VENDOR shall provide a construction schedule; temporary traffic-control and pedestrian-access plan; list of Subcontractors and suppliers; superintendent and emergency contacts; permits; asphalt-mix and material submittals; insurance documents and endorsements; recorded payment and performance bonds; and other preconstruction documents required by the TOWN. The VENDOR shall

coordinate with TOWN operations, utilities, residents, emergency services, and adjoining properties, and shall promptly update the schedule when progress materially changes.

The VENDOR is solely responsible for construction means, methods, sequencing, supervision, safety, utility locates, protection of persons and property, staging, equipment, and the acts and omissions of all Subcontractors and suppliers. The VENDOR shall provide a qualified superintendent authorized to act on its behalf while Work is performed. The TOWN and its engineer, inspectors, and other authorized representatives may inspect the Work and records at reasonable times. Work covered without a required inspection may be uncovered or reconstructed at the VENDOR's expense.

The VENDOR shall provide asphalt delivery tickets, mix information, material certifications, compaction and thickness verification, and other quality-control records reasonably requested. The TOWN may obtain independent testing. The TOWN may pay for an initial independent test when the Contract Documents do not assign that test to the VENDOR, but the VENDOR shall pay for retesting, testing of corrective Work, or testing that establishes nonconformance. The VENDOR shall promptly remove, repair, or replace defective Work and restore affected property at no additional cost. Inspection, testing, approval, use, or payment does not relieve the VENDOR of responsibility.

A delay may justify an extension only when it is beyond the reasonable control of the VENDOR; was not caused or contributed to by the VENDOR, its Subcontractors, or suppliers; materially affects the critical path; could not reasonably have been avoided or mitigated; and is supported by written notice within ten (10) calendar days after the

VENDOR knew or should have known of the delay. Normal seasonal weather, price increases, financial difficulty, equipment breakdown, lack of personnel, untimely material orders, missing permits or documents, and correction of defective Work are not excusable delays. An extension of time is the sole remedy for excusable delay unless the TOWN expressly approves compensation in a Change Order.

The TOWN may suspend all or part of the Work to protect safety or property, address defective Work or legal noncompliance, obtain inspection, coordinate public operations or utilities, or protect the TOWN's interests. A suspension caused by the VENDOR does not entitle it to additional time or compensation.

The TOWN may terminate this Agreement for cause if the VENDOR abandons or fails to diligently prosecute the Work; fails to meet the Contract Time; performs defective or nonconforming Work; fails to pay laborers, Subcontractors, or suppliers; fails to maintain required bonds, insurance, permits, licenses, or legal eligibility; submits materially false records; violates public-records, E-Verify, safety, or other legal requirements; assigns the Agreement without consent; or otherwise materially breaches the Contract Documents. Except when immediate action is required for safety, abandonment, fraud, loss of license or insurance, debarment, E-Verify, or another urgent condition, the TOWN shall provide written notice and seven (7) calendar days to cure or begin a diligent cure acceptable to the TOWN.

Upon default, the TOWN may suspend the Work, withhold payment, reject or correct defective Work, demand performance from the surety, terminate the VENDOR's right to proceed, complete the Work through another source, take possession of TOWN-owned or paid-for Project materials and records, recover excess completion, inspection, testing, administrative, and other legally recoverable costs, offset amounts due, and exercise any cumulative remedy under the Contract Documents or law. If a termination for cause is later determined improper, it shall be treated as a termination for convenience.

The TOWN may terminate all or part of this Agreement for convenience upon ten (10) calendar days' written notice. The VENDOR shall stop the terminated Work, protect the Project, terminate affected subcontracts as directed, deliver Project records and materials, and cooperate in an orderly transition. Compensation is limited to conforming Work completed and accepted before termination, approved materials the TOWN elects to accept, and reasonable

documented demobilization and closeout costs. The VENDOR is not entitled to anticipated profit on unperformed Work, lost opportunity, consequential damages, or amounts exceeding the unpaid Contract Sum. The VENDOR may suspend or terminate only for the TOWN's failure to pay an undisputed amount after written notice and a thirty (30) calendar-day opportunity to cure, and may not suspend because of a good-faith dispute or unapproved change request.

All Work, materials, and workmanship are warranted for at least one (1) calendar year from written final acceptance. The VENDOR shall correct warranty Work within a reasonable period directed by the TOWN and shall respond immediately to conditions threatening safety, access, drainage, property, or continued deterioration. The VENDOR's asphalt-curing notice is informational only and does not reduce the warranty, excuse nonconforming materials or workmanship, or alter the TOWN's acceptance rights. If the VENDOR fails to respond, the TOWN may correct the condition and recover the cost from the VENDOR, bond, insurance, or amounts otherwise due. The warranty does not limit responsibility for latent defects, fraud, longer manufacturer warranties, indemnification, bond obligations, or other rights surviving final payment.

IX. VENDOR INDEMNIFICATION AND INSURANCE

To the fullest extent permitted by law, the VENDOR shall indemnify, defend, and hold harmless the TOWN and its elected officials, officers, employees, agents, and authorized representatives from claims, liabilities, damages, losses, fines, penalties, assessments, judgments, and reasonable attorneys' fees and litigation costs to the extent caused by the negligent, reckless, grossly negligent, intentionally wrongful, or contractually noncompliant act or omission of the VENDOR or any person employed or utilized by it; defective Work; bodily injury, death, or property damage arising from the VENDOR's operations; failure to comply with law; nonpayment of laborers, Subcontractors, or suppliers; damage to public or private property; hazardous substances introduced by the VENDOR; or infringement arising from materials or methods selected by the VENDOR. This obligation does not require indemnification for liability caused solely by the TOWN's negligence or intentional wrongdoing and shall be construed consistently with Section 725.06, Florida Statutes. Insurance does not limit indemnity, and this Article survives completion and termination.

At its expense, the VENDOR shall maintain throughout performance: workers' compensation insurance as required by law; employers' liability of not less than \$500,000 per accident, \$500,000 policy limit for disease, and \$500,000 per employee for disease; commercial general liability on an occurrence basis of not less than \$1,000,000 per occurrence, \$1,000,000 general aggregate, \$1,000,000 products-completed operations aggregate, and \$1,000,000 personal and advertising injury; and automobile liability covering owned, hired, and non-owned vehicles of not less than \$1,000,000 combined single limit per occurrence.

The TOWN, its elected officials, officers, employees, and agents shall be additional insureds for ongoing and completed operations on the commercial general liability and automobile liability policies, with coverage primary and noncontributory. The VENDOR shall provide certificates and actual endorsements, including additional-insured, primary-and-noncontributory, and waiver-of-subrogation endorsements as required by the IFB and commercially available, before the Notice to Proceed. Coverage shall remain in force throughout the Work, and completed-operations coverage shall remain through the warranty period. The VENDOR remains responsible for deductibles, self-insured retentions, and uninsured or underinsured acts of Subcontractors.

The VENDOR shall independently notify the TOWN in writing within two (2) Business Days after learning of cancellation, nonrenewal, lapse, or material reduction of required coverage and shall provide renewal or replacement evidence before expiration. Upon ten (10) days' written request, the VENDOR shall deliver copies of required policies. Failure to maintain acceptable insurance is a material breach and grounds for suspension or termination.

X. STATE LAW COMPLIANCE

The VENDOR shall comply with all applicable Florida statutory requirements and shall execute or maintain the certifications and affidavits required by the solicitation and law. These include compliance with Section 448.095, Florida Statutes, requiring the VENDOR and every Subcontractor to register with and use E-Verify and requiring each Subcontractor to provide the statutory affidavit regarding unauthorized aliens; Section 787.06(14), Florida Statutes,

concerning the human-trafficking affidavit; Section 287.133, Florida Statutes, concerning public entity crimes and the convicted vendor list; Section 287.135, Florida Statutes, concerning scrutinized companies and boycotts of Israel to the extent applicable; Section 287.138, Florida Statutes, if the scope permits access to personal identifying information; and all other certifications contained in the Contract Documents. The VENDOR shall promptly notify the TOWN if a representation becomes inaccurate. A false certification or statutory violation is a material breach and may require termination.

The VENDOR acknowledges that the TOWN did not request, consider, or grant a preference based on the VENDOR's social, political, or ideological interests. The VENDOR shall maintain a drug-free workplace consistent with its bid certification; shall not unlawfully collude in connection with the procurement; shall not offer gifts, gratuities, kickbacks, or things of value to influence award or administration; and shall disclose actual or apparent conflicts of interest.

XI. COMPLIANCE WITH LAWS

The VENDOR shall comply with the Town of Dundee Charter, Code of Ordinances, Land Development Code, applicable roadway and pavement standards, permit conditions, occupational-safety and environmental laws, traffic-control requirements, Chapter 119 public-records requirements, the Florida Local Government Prompt Payment Act, Chapter 255 public-construction requirements, and all other laws, regulations, codes, and lawful directives applicable to the Project. The VENDOR shall flow down applicable requirements to Subcontractors.

The VENDOR represents and warrants that no officer, employee, or agent of the TOWN has a direct or indirect interest in the VENDOR's business under this Agreement and that the VENDOR has not employed or retained any person, other than a bona fide employee or established commercial or professional firm, to solicit or secure this Agreement through an improper fee, commission, percentage, gift, loan, or thing of value. A breach authorizes termination, recovery or offset of the improper payment, and other lawful remedies.

XII. DATA TO BE FURNISHED TO VENDOR

The TOWN shall make available to the VENDOR the Project information, maps, drawings, and existing records in the TOWN's possession that the TOWN determines are reasonably necessary for performance. Unless expressly warranted in a Contract Document, information concerning existing conditions is furnished for convenience and does not relieve the VENDOR of its duty to examine the Project Site, verify dimensions and conditions, request clarification, locate utilities, and promptly report conflicts, omissions, or concealed conditions before proceeding. The VENDOR may rely on written interpretations issued by an authorized TOWN representative, but not on oral statements or information from persons lacking authority.

XIII. WORK PRODUCT

Project-specific schedules, reports, testing results, material certifications, photographs, traffic-control plans, closeout records, warranty documents, and other deliverables prepared for this Project shall be provided to and may be used by the TOWN for administration, audit, maintenance, repair, public-records compliance, and governmental purposes. The VENDOR may retain copies subject to record-retention and confidentiality laws. Preexisting proprietary forms or methods remain the VENDOR's property, but the VENDOR grants the TOWN a perpetual, nonexclusive, royalty-free license to use material incorporated into a required Project deliverable.

XIV. FORCE MAJEURE

Neither Party is liable for failure to perform an obligation, other than payment for accepted Work or protection of persons and property, to the extent performance is prevented by an event beyond the Party's reasonable control that could not reasonably have been avoided or mitigated. The affected Party shall promptly notify the other, describe the event and anticipated duration, protect the Project, and resume performance as soon as practicable. Force majeure does not include normal seasonal weather, market or price changes, labor or material shortages that reasonably could have been anticipated, financial difficulty, equipment failure, or delay by a Subcontractor or supplier unless independently caused by a qualifying event. Any extension must be documented by Change Order.

XV. ASSIGNMENT

The VENDOR shall not assign, transfer, delegate, pledge, or otherwise dispose of this Agreement, a material obligation, a right to payment, or a claim against the TOWN without the TOWN's prior written consent. The VENDOR shall promptly notify the TOWN of a merger, change in control, sale of substantially all assets, reorganization, dissolution, change of legal name, or other event materially affecting responsibility or performance. Approval of a Subcontractor does not constitute assignment and does not relieve the VENDOR of responsibility. The TOWN may require updated bonds, insurance, and certifications before consenting. A Subcontractor identified in the accepted bid is approved only for the disclosed portion of Work and remains subject to the Contract Documents.

XVI. TERMS, CONDITIONS, CONFLICTS AND NO WAIVER

The Contract Documents are complementary. A requirement stated in one is binding as though stated in all. If an inconsistency exists, mandatory law controls first, followed by written amendments and Change Orders, this Agreement, Exhibit B, the TOWN's IFB 26-01 Work Scope and Work Summary, the TOWN's General Provisions and technical requirements, addenda, the signed bid form, and only the accepted technical, price, quantity, map, and preliminary schedule portions of the VENDOR's proposal. An approved shop drawing, schedule, submittal, invoice, or field instruction does not change the Contract Sum, Contract Time, warranty, or legal requirements.

To the extent any term, condition, exclusion, qualification, disclaimer, or limitation in the VENDOR's proposal or another VENDOR document conflicts with this Agreement or a TOWN Contract Document, the TOWN Contract Documents control and the conflicting VENDOR provision is expressly rejected and has no force or effect. Without limitation, the TOWN rejects: any right to review or increase pricing because of oil, asphalt, fuel, market, hauling, labor, or material conditions; any thirty-day price limitation; any unilateral right to withdraw after award, purchase order, execution, or receipt; any automatic charge for mobilization, remobilization, overages, quantities, labor, equipment, or materials without a Change Order; any contractor-created payment, interest, collection, attorney-fee, notice-of-nonpayment, or lien provision; any exclusion of tack coat, paint, striping, permits, fees, bonds, insurance, traffic control, required testing, cleanup, restoration, or other required Work; any blanket statement that all unlisted Work is excluded; any requirement that the TOWN indemnify the VENDOR for speed bumps, car stops, or other items not included in the Project; and any disclaimer or limitation concerning compaction, pavement performance, defective Work, warranty, drainage, base, subgrade, reflective cracking, vegetation, or damages that conflicts with the Contract Documents.

The Contract Documents do not require full-depth base reconstruction, prime coat, or sand treatment unless shown or directed by written Change Order. If the VENDOR encounters a concealed base or subgrade condition that it reasonably believes prevents compliant paving, it shall stop affected Work, protect the area, and provide prompt written notice before paving. The VENDOR is responsible for conditions it knew or reasonably should have identified, for ordinary preparation included in the Work, and for consequences of paving over a visibly or demonstrably unsuitable condition without timely written notice. No overage, base repair, additional mobilization, or other charge is payable without an approved Change Order.

Before proceeding with Work affected by an apparent conflict, ambiguity, error, or omission, the VENDOR shall promptly request a written interpretation. The VENDOR shall not take advantage of an error or proceed on its own interpretation when cost, time, safety, quality, or compliance may be affected. Failure to timely request clarification waives a claim arising from a conflict the VENDOR knew or reasonably should have known. A Party's failure or delay in enforcing a provision does not waive that provision, a later breach, or another remedy. A waiver is effective only in a written instrument signed by an authorized representative.

XVII. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement waives or enlarges the TOWN's sovereign immunity, liability limits, defenses, privileges, or procedural protections under Section 768.28, Florida Statutes, or other law. The TOWN does not indemnify, defend, or hold harmless the VENDOR. No elected official, officer, employee, attorney, engineer, inspector, or agent of the

TOWN is personally liable under this Agreement. Any provision capable of being read as a TOWN indemnity or waiver shall be construed to impose no obligation beyond the TOWN's lawful liability. This provision survives termination.

XVIII. ATTORNEYS' FEES AND REMEDIES

In the event either the TOWN or the VENDOR brings an action against the other to interpret or enforce this Agreement or a condition, covenant, or provision herein, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court and professional costs, including fees or costs related to appellate or bankruptcy proceedings.

No remedy conferred upon a Party is exclusive. Each remedy is cumulative and in addition to every other remedy available under this Agreement, at law, in equity, or by statute. No single or partial exercise of a right, power, or remedy precludes another or further exercise.

XIX. CALCULATION OF TIME

Unless this Agreement states otherwise, time periods are calculated in calendar days beginning on the day after the triggering event. If a deadline falls on a Saturday, Sunday, or holiday observed by the TOWN, the deadline extends to 5:00 p.m. on the next Business Day on which the TOWN is open to the public. A reference to Business Days excludes Saturdays, Sundays, and TOWN-recognized holidays.

XX. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. The VENDOR shall comply with mandatory laws in effect during performance. If a change in law after the Effective Date materially changes the Work, the VENDOR shall promptly provide written notice, and any adjustment shall be determined through the Change Order process.

XXI. VENUE

Exclusive venue for any civil action arising from this Agreement shall lie in a state court of competent jurisdiction in Polk County, Florida, unless exclusive federal jurisdiction applies. Each Party waives an objection based on venue or forum non conveniens to the extent permitted by law.

XXII. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the TOWN and VENDOR. No Subcontractor, supplier, employee, resident, user, or other person is an intended contractual third-party beneficiary. This Article does not limit a right independently provided by a payment bond, public-records law, or another statute.

XXIII. MANDATORY PRE-SUIT MEDIATION

Disputes between the TOWN and VENDOR arising under this Agreement, except for emergency injunctive relief, protection of public health or safety, public-records enforcement, bond claims, or an expiring statutory deadline, shall first be mediated by a Florida Supreme Court-Certified Civil Mediator in accordance with Chapter 44, Florida Statutes. Mediation shall occur within thirty (30) Days after either Party requests it in writing. The mediator shall be selected by agreement or, if the Parties cannot agree, from Central Florida Mediation Group, LLC, by mutually acceptable striking procedures. The Parties shall mediate in good faith and share mediator fees equally unless otherwise agreed. Litigation shall not be commenced until mediation is declared an impasse or terminated in writing. The Mediation Confidentiality and Privilege Act applies.

XXIV. INDEPENDENT VENDOR

The VENDOR is an independent contractor and not an employee, partner, joint venturer, or agent of the TOWN. The VENDOR is solely responsible for directing and compensating its employees, employment taxes and benefits, workers' compensation, construction means and methods, and supervision of Subcontractors. The VENDOR has no authority to bind the TOWN, pledge the TOWN's credit, incur an obligation in the TOWN's name, or represent that it is a TOWN official or employee.

XXV. ENTIRETY OF AGREEMENT

The Contract Documents constitute the entire agreement concerning the Project and supersede prior and contemporaneous negotiations, oral statements, correspondence, quotations, proposals, drafts, representations, and understandings except to the extent expressly incorporated. The VENDOR's complete original bid remains in the public procurement file, but only the portions accepted under this Agreement form part of the Contract Documents, and conflicting VENDOR terms are governed by Article XVI.

XXVI. AUTHORIZATION

Each person signing this Agreement represents that he or she has full authority to bind the identified Party and that all required organizational or governmental approvals have been obtained. The VENDOR shall provide written evidence of signatory authority upon request. No employee or representative of the TOWN may authorize an expenditure beyond lawful appropriation, delegated authority, the approved Contract Sum, or a valid Change Order.

XXVII. REPRESENTATIONS AND WARRANTIES

The VENDOR represents and warrants that it is active and authorized to transact business in Florida; possesses or will obtain all required licenses and permits; has reviewed the Contract Documents and Project Site; has evaluated the labor, materials, asphalt, equipment, supervision, traffic control, bonding, insurance, and other costs required; has included those costs in the Contract Sum; is not relying on an oral statement or unauthorized representation; is financially and technically able to complete the Work; is not knowingly using an ineligible Subcontractor or supplier; and will maintain its legal status, licenses, bonds, insurance, and certifications throughout performance and the warranty period. These representations are material and continuing.

The VENDOR warrants clear title to all materials and equipment incorporated into the Work, free of liens, security interests, and claims, and shall not use material subject to a chattel mortgage, conditional sale, or retained interest unless the TOWN expressly approves in writing. Risk of loss remains with the VENDOR until incorporation into and acceptance of the Work, except for materials directly purchased by the TOWN, which remain subject to the VENDOR's duties of custody, protection, installation, and warranty.

XXVIII. CONSTRUCTION

This Agreement shall be construed as a whole to give effect to all provisions. Headings are for convenience and do not limit meaning. "Including" means "including without limitation"; "shall" is mandatory; the singular includes the plural; and references to statutes or regulations include lawful amendments and successor provisions. No presumption shall arise against either Party as drafter. If a provision is invalid or unenforceable, it shall be modified to the minimum extent necessary to make it lawful, and the remaining provisions remain effective.

XXIX. GENDER NEUTRAL

Words of any gender include every gender, and references to persons include individuals, firms, partnerships, corporations, limited liability companies, associations, governmental entities, and other legal entities, as the context requires.

XXX. RETAINAGE

The TOWN may withhold ten percent (10%) retainage from approved progress payments only if the TOWN specifies that retainage in writing before commencement of the Work and only to the extent permitted by applicable law. If the TOWN does not issue that written direction, no routine percentage retainage shall be withheld. The TOWN may nevertheless withhold a good-faith disputed amount or an amount reasonably necessary to address defective or incomplete Work, unpaid labor or suppliers, bond or insurance deficiencies, or other lawful grounds. Following Substantial Completion, the Parties shall cooperate in developing the single completion list and estimated completion costs required by applicable prompt-payment law. The TOWN may withhold amounts permitted by law, including up to one hundred fifty percent (150%) of the reasonable estimated cost to complete listed or disputed items. Omission of an item does not relieve the VENDOR of responsibility, and warranty items shall be handled without improperly delaying final payment.

XXXI. PROHIBITION AGAINST CONTINGENCY FEES

The VENDOR warrants that it has not employed or retained a person, other than a bona fide employee or established commercial or professional firm, to solicit or secure this Agreement on a contingent fee, commission, percentage, gift, or other improper consideration. A violation is a material breach, and the TOWN may terminate the Agreement, deduct or recover the full amount of the improper payment, and pursue other lawful remedies.

XXXII. LIQUIDATED DAMAGES

The Contract Documents authorize the TOWN to establish liquidated damages for delay only through a written instrument issued and accepted before commencement of the Work or before the delay to which the amount would apply. Any such instrument must state a definite daily amount and a reasonable basis for estimating damages that are uncertain or difficult to ascertain, and the amount may not operate as a penalty. Unless and until such an amount is established in writing, this Agreement imposes no fixed daily liquidated-damages amount. The absence of a fixed liquidated-damages amount does not limit the TOWN's right to recover excess completion costs, additional inspection or testing costs, property damage, and other actual damages recoverable by law, without duplicate recovery.

XXXIII. PUBLIC RECORDS

VENDOR agrees to:

1. Keep and maintain public records required by the TOWN to perform the Services contemplated herein.
2. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public-records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion if the VENDOR does not transfer the records to the TOWN.
4. Upon completion of the Agreement, transfer, at no cost, to the TOWN all public records in the VENDOR's possession or keep and maintain the public records required to perform the Services. If the VENDOR transfers all public records to the TOWN, it shall destroy duplicate public records that are exempt or confidential and exempt. If the VENDOR retains public records, it shall meet all applicable retention requirements. Electronic records must be provided in a format compatible with the TOWN's information-technology systems.

IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, ERICA ANDERSON, TOWN CLERK, (863) 438-8330, EANDERSON@TOWNOFDUNDEE.COM, 202 E. MAIN STREET, DUNDEE FLORIDA 33838.

If the VENDOR does not comply with a public-records request, the TOWN may enforce this Agreement, including immediate termination when permitted by law. This Article survives termination.

XXXIV. ACCESS TO RECORDS

The VENDOR shall create, maintain, and preserve complete Project records, including the Agreement and subcontracts, bids and quotations, change documents, invoices and job-cost records, payrolls and time records, material certifications and delivery tickets, testing and inspection records, permits, bonds, insurance, E-Verify documents, affidavits, correspondence, photographs, and other documents necessary to establish performance and compliance. Records shall be retained for at least five (5) years after final payment or for the longer period required by the Florida records-retention schedule or any unresolved audit, investigation, claim, litigation, or enforcement matter.

The TOWN and other authorized governmental auditors may inspect, copy, scan, and audit Project records during normal working hours. The VENDOR shall provide safe site access, electronic records in an accessible format, and

timely responses without additional charge. The VENDOR is responsible for costs or losses caused by false or unsupported documentation, unapproved changes, or its noncompliance and shall reimburse the TOWN within thirty (30) days after written demand or as otherwise agreed in writing.

XXXV. FURTHER ASSURANCES

Each Party shall execute reasonable additional documents and take reasonable action necessary to implement this Agreement, provided that no further assurance materially expands a Party's obligations, changes the Contract Sum or Contract Time, or waives a right unless approved through a written amendment or Change Order. The Parties shall coordinate their responsibilities and cooperate with lawful requests of the TOWN's engineer, inspectors, surety, and other authorized representatives.

XXXVI. WAIVER OF JURY TRIAL

TO THE EXTENT PERMITTED BY LAW, THE TOWN AND VENDOR KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY CIVIL ACTION ARISING DIRECTLY FROM THIS AGREEMENT.

XXXVII. COUNTERPARTS

This Agreement may be executed in counterparts, each deemed an original and all together one agreement. Electronic and scanned signatures may be accepted to the extent permitted by the TOWN and law, but the TOWN may require original bonds, powers of attorney, affidavits, notarizations, or other records.

XXXVIII. DUTY TO COOPERATE IN GOOD FAITH

The Parties acknowledge that proper performance serves the public interest. They shall cooperate and act in good faith in administering the Contract Documents, exchanging required information, coordinating inspections and public operations, resolving disputes, and completing closeout. Good-faith cooperation does not require either Party to waive a contractual or legal right or approve an unauthorized expenditure or change.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

VENDOR:

H & S INVESTMENT GROUP OF CENTRAL
FLORIDA, L.L.C., d/b/a AAA Top Quality Asphalt

By: _____

Printed Name: _____

Title: _____

Date: _____

Witness: _____

Printed Name: _____

Witness: _____

Printed Name: _____

TOWN OF DUNDEE, FLORIDA:

By: _____

Joe Garrison, Mayor

Date: _____

ATTEST:

Erica Anderson, Town Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

Markeishia L. Smith, Town Attorney

COMMISSION AUTHORIZATION:

The Town Commission authorized entry into an agreement for IFB 26-01 on July 7, 2026, subject to satisfaction of all required procurement, bonding, insurance, technical, and legal requirements.

CONTRACTOR ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2026, by _____, as _____ of H & S Investment Group of Central Florida, L.L.C., d/b/a AAA Top Quality Asphalt, on behalf of the company. The individual is personally known to me or produced _____ as identification.

Notary Public, State of Florida

Printed Name: _____

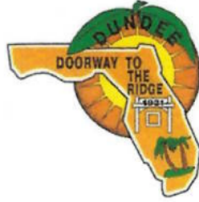
Commission Number: _____

My Commission Expires: _____

EXHIBIT "A"

VENDOR BID FORM AND ACCEPTED PROPOSAL

The attached bid form, preliminary timeline, proposal, and road-segment maps are incorporated only for the accepted Contract Sum, technical description, approximate quantities, depicted locations, and preliminary sequence. Article XVI controls. Conflicting VENDOR terms, exclusions, qualifications, disclaimers, withdrawal rights, price-escalation language, payment terms, indemnity provisions, and warranty limitations are rejected and have no force or effect.



BID SUBMISSION FORM
FY 2025-2026 – Road Resurfacing Project IFB 26-01

RETURN DATE: 06-29-2026

RETURN TO: Office of the Town Clerk
Attn: IFB 26-01
 Town of Dundee
 P.O. Box 1000
 202 East Main Street
 Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1. <u>MILLING/CLEANING</u>	<u>1</u>	<u>1</u>	<u>\$20,230.00</u>	<u>\$20,230.00</u>
2. <u>MOT/SIGNAGE</u>	<u>1</u>	<u>1</u>	<u>\$1,200.00</u>	<u>\$1,200.00</u>
3. <u>TACK COAT</u>	<u>1</u>	<u>1</u>	<u>\$1,495.00</u>	<u>\$1,495.00</u>
4. <u>PAVING/STRIPING</u>	<u>1</u>	<u>1</u>	<u>\$85,730.00</u>	<u>\$85,730.00</u>
5.				
6.				
7.				
8.				
			TOTAL (\$)	<u>108,655.00</u>

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: AAA TOP QUALITY ASPHALT

Company Address: P.O. BOX 1564, WINTER HAVEN, FL 33882

Company City: WINTER HAVEN State: FL Zip: 33882

Company Phone Number: 863-521-5454 Fax Number: 863-425-5048

Authorized Representative: STEVE KELTON

Signature: [Signature] Date: 06-23-2026

Print Name: STEVE KELTON Phone Number: 863-604-1097

Title: PROJECT MANAGER

NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.

TENTATIVE PROJECT TIMELINE

IFB 26-01 - FY 2025-2026 - ROAD RESURFACING PROJECT

AAA TOP QUALITY ASPHALT INC. ANTICIPATES THIS PROJECT TO LAST NO MORE THAN THREE (3) WORKING DAYS, WEATHER PERMITTING.

WORKING DAY	SCOPE OF WORK
DAY 1	MILLING
DAY 2	TACK COAT, ASPHALT PAVING, COMPACTION
DAY 3	PAVEMENT MARKINGS / STRIPING



City of Dundee - Road Resurfacing Project IFB 26-01 Proposal

Contact

Steve Kelton
(863) 604-1097
steven@aaatopqualityasphalt.com

Proposal Date 6/23/2026

Project ID 26-0978

Job Site Garrison Ave
Dundee, FL 33838

Submitted to

City of Dundee
Erica Anderson
(863) 438-8330 ext. 258
EAnderson@townofdundee.com

Services

City of Dundee - Road Resurfacing Project IFB 26-01 Estimate

SCOPE OF WORK

- SCRATCH MILL THE EXISTING ROADS
- POWER SWEEP
- TACK COAT
- INSTALL 1.5" SP 9.5 40% RAP ASPHALT
- RE-STRIPE (5) 24" STOP BARS
- M.O.T: CONE OFF WORKING AREA AND HAVE (2) MEN WORKING AHEAD SIGNS PRESENT DURING TIMES OF CONSTRUCTION

ROADS TO BE MILLED & PAVED:

- GARRISON AVE - APPROX 1,395 SY
- MELINA AVE - APPROX 1,243 SY
- ELINOR AVE - APPROX 1,202 SY
- GRACE AVE - APPROX 2,377 SY

M.O.T

MAINTENANCE OF TRAFFIC. CONE/BARRICADE AREA FOR TRAFFIC CONTROL ONLY INSIDE THE DESIGNATED PROJECT AREA & (2) MEN WORKING AHEAD SIGNS PRESENT DURING CONSTRUCTION.

ASPHALT MILL & CLEAN

SCRATCH MILL APPROXIMATELY 6,217 sq yd OF EXISTING ASPHALT USING A RX-700 ROADTEC ASPHALT MILLING MACHINE. USING A POWER BROOM, POWER SWEEP CLEAN THE DESIGNATED PROJECT AREA FREE OF ALL LOOSE DIRT, SAND AND DEBRIS FOR ASPHALT INSTALLATION. HAUL ALL MILLING DEBRIS FROM PROJECT SITE TO THE PUBLIC WORKS BUILDING LOCATED AT 1500 RACE ROAD, DUNDEE, FL.

TACK COAT

APPLY ERGON ASPHALT EMULSIONS SP-MS TACK COAT TO THE PROJECT AREA FOR ASPHALT INSTALLATION AS NEEDED.

ASPHALT PAVING

INSTALL APPROXIMATELY 6,217 sq yd OF 1.5" SP 9.5 TLC TYPE HOT MIX ASPHALT MATERIALS (MAX RAP 40%) (ONE LIFT) TO THE PROJECT AREA. ROLL, LEVEL AND PACK TO PROPER DENSITY USING A STEEL WHEEL DOUBLE DRUM ROLLER AND RUBBER TIRE TRAFFIC ROLLER.

NOTE: THIS ITEM YIELDS 513 TONS

NOTE: PRIME AND SAND OF BASE IS NOT INCLUDED.

6/23/2026

P.O. Box 1564, Winter Haven, FL 33882
www.aaatopqualityasphalt.com | (863) 521-5454

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City of Dundee - Road Resurfacing Project IFB 26-01 Proposal

ASPHALT CURE TIME & SURFACE MARKING NOTICE:

NEW ASPHALT PAVEMENT REQUIRES ADEQUATE TIME TO CURE AND HARDEN. ASPHALT CURE TIME IS APPROXIMATELY 365 DAYS. DURING THE CURING PROCESS, IT IS NORMAL FOR THE SURFACE TO SHOW TEMPORARY "TWIST," "TEAR," OR "SCUFF" MARKS CAUSED BY VEHICLE TIRES, TURNING MOVEMENTS, KICKSTANDS, TRAILER JACKS, SHARP STEERING, OR HEAVY POINT LOADS. THESE MARKS ARE COSMETIC IN NATURE AND DO NOT INDICATE A FAILURE IN WORKMANSHIP OR MATERIAL.

THE PAVEMENT REMAINS MORE SUSCEPTIBLE TO SURFACE MARKINGS DURING HOT WEATHER AND THROUGHOUT THE CURING PERIOD.

TO HELP PROTECT THE NEW SURFACE DURING THE CURING PERIOD, WE RECOMMEND:

- AVOIDING SHARP OR STATIONARY TURNING MOVEMENTS
- AVOIDING PARKING HEAVY EQUIPMENT OR TRAILERS IN ONE SPOT FOR EXTENDED PERIODS
- LIMITING USE OF KICKSTANDS, JACK STANDS, OR OTHER CONCENTRATED POINT LOADS
- EXERCISING CAUTION DURING EXTREMELY HOT TEMPERATURES

THESE CONDITIONS ARE CONSIDERED NORMAL CHARACTERISTICS OF NEW ASPHALT AND ARE NOT COVERED AS DEFECTS UNDER WARRANTY UNLESS STRUCTURAL FAILURE IS PRESENT.

STRIPING

LAYOUT & PAINT ALL LINE STRIPES AND SYMBOLS IN THE DESIGNATED PROJECT AREA. USING A F.D.O.T. CERTIFIED TRAFFIC PAINT. (NOT RAISED THERMOPLASTIC).

QUANTITIES INCLUDE:

- (5) 24" STOP BARS

Total: \$108,655.00

Acceptance

PLEASE NOTE

DUE TO THE VOLATILITY OF THE CURRENT MARKET FOR OIL-BASED PRODUCTS, WE RESERVE THE RIGHT TO REVIEW PRICING AT THE TIME OF ASPHALT INSTALLATION.

EXCLUSIONS

THE FOLLOWING ARE NOT INCLUDED IN THE SCOPE OF WORK:

"ASPHALT OVERAGES DUE TO AN INCORRECT BASE

"TACK, PRIME, SAND, SILT FENCE, SURVEY, AS-BUILTS, SOIL TESTING, DENSITY TESTING, PAINT, BOND, PERMIT, PERMIT FEES, SOD, NIGHT WORK, LIGHT PLANT, HERBICIDE, OR ANY WORK NOT EXPLICITLY LISTED OR IMPLIED IN THE SCOPE OF WORK

"RESPONSIBILITY FOR REFLECTIVE CRACKING RESULTING FROM PAVING OVER OLD ASPHALT OR CONCRETE

"GUARANTEE OF POSITIVE DRAINAGE IN ALL AREAS, AS PONDING MAY OCCUR DUE TO EXISTING ELEVATIONS

"RESPONSIBILITY FOR TEAR MARKS THAT MAY APPEAR DUE TO SUMMER HEAT (THESE SHOULD SUBSIDE IN COOLER WEATHER; WE SAND THE ASPHALT AFTER INSTALLATION TO MITIGATE THIS ISSUE)

"RESPONSIBILITY FOR VEGETATION GROWTH THROUGH NEW ASPHALT PAVEMENT OR DAMAGE TO THE ASPHALT AFTER WE HAVE LEFT THE PROJECT SITE



City of Dundee - Road Resurfacing Project IFB 26-01 Proposal

ALL WORK QUOTED IS SPECIFIED ABOVE. ANY WORK NOT EXPLICITLY LISTED IS EXCLUDED.

WARRANTY EXCLUSIONS

"ASPHALT PAVEMENT OR BASE INSTALLATION WARRANTIES DO NOT COVER FAILURES CAUSED BY EXISTING SUBGRADE SOILS, INCLUDING CLAYEY SOILS, ORGANIC MATERIALS, OR OTHER UNSUITABLE MATERIALS.

"ASPHALT PAVEMENT WARRANTIES DO NOT COVER FAILURES CAUSED BY BASE OR SUBGRADE INSTALLED AND COMPACTED BY OTHERS.

RIGHT OF CONTRACTOR TO WITHDRAW

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, THE CONTRACTOR RESERVES THE RIGHT TO WITHDRAW FROM ANY AWARDED CONTRACT OR ISSUED PURCHASE ORDER OF RECEIPT, WITHOUT PENALTY OR LIABILITY, IF AFTER INTERNAL REVIEW, THE CONTRACTOR DETERMINES THAT PROCEEDING WITH THE PROJECT IS NO LONGER FEASIBLE DUE TO OPERATIONAL, FINANCIAL, LOGISTICAL, OR STRATEGIC REASONS.

TO EXERCISE THIS RIGHT, THE CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONTRACTING AUTHORITY STATING THE INTENTION TO WITHDRAW AND THE EFFECTIVE DATE OF SUCH WITHDRAWAL. UPON RECEIPT OF SUCH NOTICE, THE PARTIES SHALL HAVE NO FURTHER OBLIGATIONS TO ONE ANOTHER WITH RESPECT TO THE PROJECT, EXCEPT FOR PAYMENT FOR GOODS OR SERVICES ALREADY DELIVERED OR COMPLETED PRIOR TO THE DATE OF WITHDRAWAL.

SPORTS COURT INSTALLATION

WHEN INSTALLING A SPORTS COURT ON TOP OF NEW ASPHALT, TQA IS NOT RESPONSIBLE FOR SURFACE PATCHING OR LEVELING DUE TO THE ASPHALT BEING "ROUGH" OR "UNEVEN." ASPHALT IS NATURALLY ROUGH AND POROUS, AND THIS SHOULD BE ACCOUNTED FOR IN THE SPORTS COURT CONTRACTOR'S BID. NO BACK CHARGES WILL BE ACCEPTED.

NOTICE TO OWNER (NTO)

TQA SENDS OUT NTOS FOR EVERY PROJECT. EXPECT TO RECEIVE ONE FROM TQA, AS WELL AS FROM ANY SUPPLIERS OR SUBCONTRACTORS. THIS IS STANDARD PRACTICE.

PAYMENT TERMS

PAYMENT IS DUE WITHIN 30 DAYS FROM THE ORIGINAL INVOICE DATE. IF PAYMENT IS NOT RECEIVED WITHIN 60 DAYS, A NOTICE OF NON-PAYMENT WILL BE FILED/SENT WITH INTENT TO LIEN WITHIN 10 DAYS. IF AN ATTORNEY IS RETAINED TO COLLECT PAYMENT, ASSOCIATED FEES WILL BE INCLUDED.

BASE INSPECTION

PRIOR TO PAVING, THE BASE MUST BE INSPECTED. THE BASE MUST BE FIRM, ON GRADE, AND UNYIELDING. A STRING LINE TEST IS REQUIRED TO ENSURE THE CORRECT THICKNESS OF THE ASPHALT BEING INSTALLED.

OVERAGES AND MOBILIZATION

ANY OVERAGES WILL BE CHARGED BACK TO THE CONTRACTOR. ADDITIONAL MOBILIZATIONS WILL BE AT THE CONTRACTOR'S EXPENSE, AT A COST OF \$4,500.00 PER MOBILIZATION. WE AIM TO HOLD PRICES FOR AT LEAST 30 DAYS, BUT PRICES ARE SUBJECT TO CHANGE THEREAFTER DUE TO INCREASES IN MATERIAL COSTS, HAULING, OR OTHER FACTORS.

SPEED BUMPS & OR CAR STOPS

THE CLIENT ACKNOWLEDGES THAT SPEED BUMPS, WHEEL STOPS, AND SIMILAR TRAFFIC CONTROL DEVICES INSTALLED ON THE PROPERTY ARE VISIBLE PHYSICAL FEATURES INTENDED TO REGULATE VEHICLE MOVEMENT AND ENHANCE SAFETY. WHILE REASONABLE CARE IS TAKEN IN THEIR PLACEMENT AND INSTALLATION, SUCH FEATURES MAY PRESENT A TRIPPING OR OBSTRUCTION HAZARD TO PEDESTRIANS.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL NOT BE HELD LIABLE FOR ANY INJURIES, DAMAGES, CLAIMS, OR LOSSES ARISING FROM OR RELATED TO INDIVIDUALS TRIPPING OVER, ENCOUNTERING, OR OTHERWISE INTERACTING WITH THESE INSTALLATIONS AFTER COMPLETION OF THE WORK. THE CLIENT AGREES TO ASSUME RESPONSIBILITY FOR MAINTAINING APPROPRIATE SIGNAGE, LIGHTING, AND ONGOING SAFETY MEASURES ONCE THE INSTALLATION IS COMPLETE.



City of Dundee - Road Resurfacing Project IFB 26-01 Proposal

THE CLIENT FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CONTRACTOR FROM ANY CLAIMS OR LIABILITIES RESULTING FROM THE USE, CONDITION, OR PRESENCE OF THE INSTALLED SPEED BUMPS OR CAR STOPS FOLLOWING PROJECT COMPLETION.

Erica Anderson
City of Dundee
EAnderson@townofdundee.com

Date

Steve Kelton
H&S Investment Group of Central Florida, LLC dba
AAA Top Quality Asphalt
steven@aaatopqualityasphalt.com

6/23/2026

P.O. Box 1564, Winter Haven, FL 33882
www.aaatopqualityasphalt.com | (863) 521-5454

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City of Dundee

Elinor Ave
Dundee, FL 33838



10814.8 SQ FT

 Elinor Ave

City of Dundee

Garrison Ave
Dundee, FL 33838

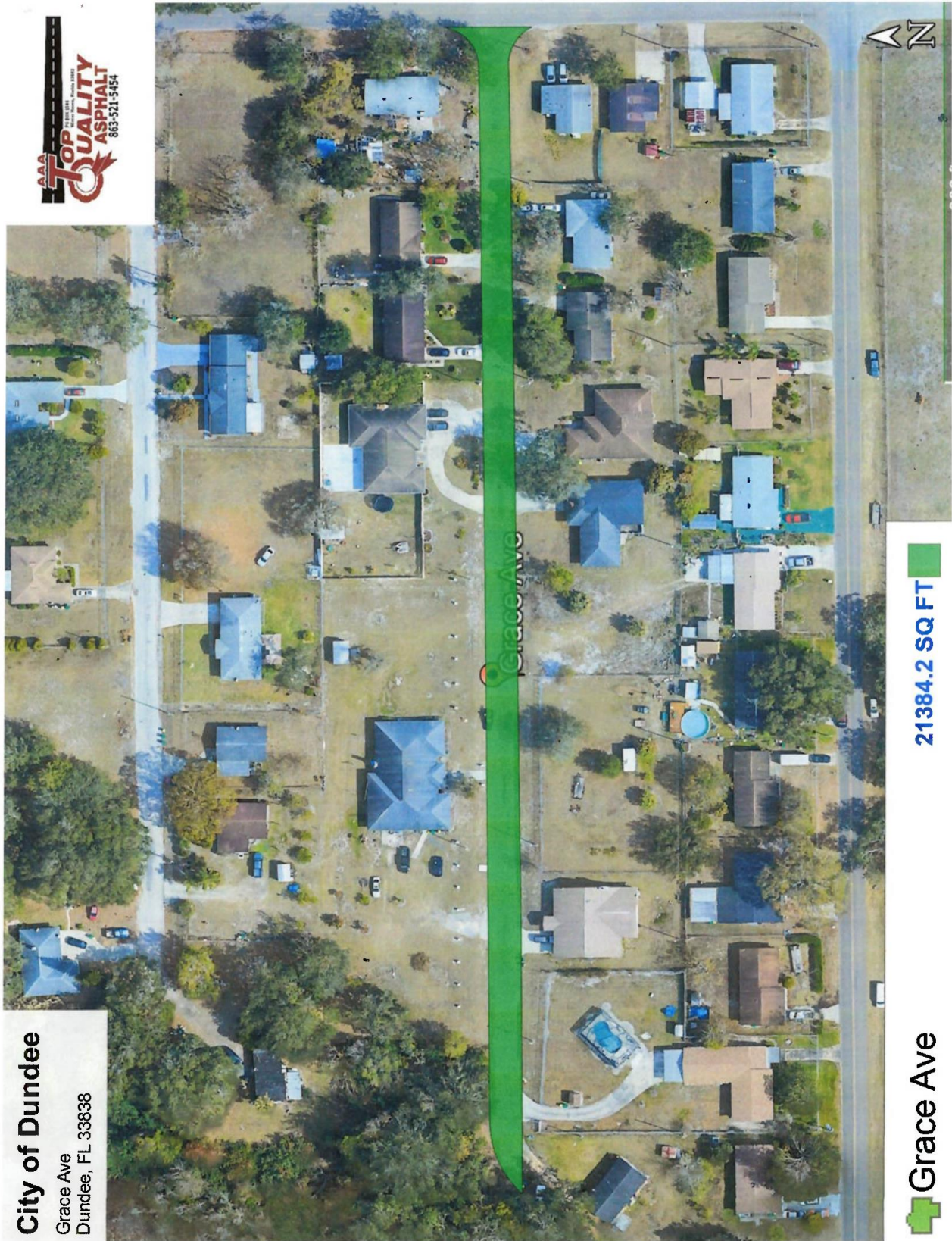
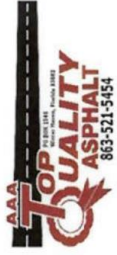


 Garrison Ave

 12551.5 SQ FT

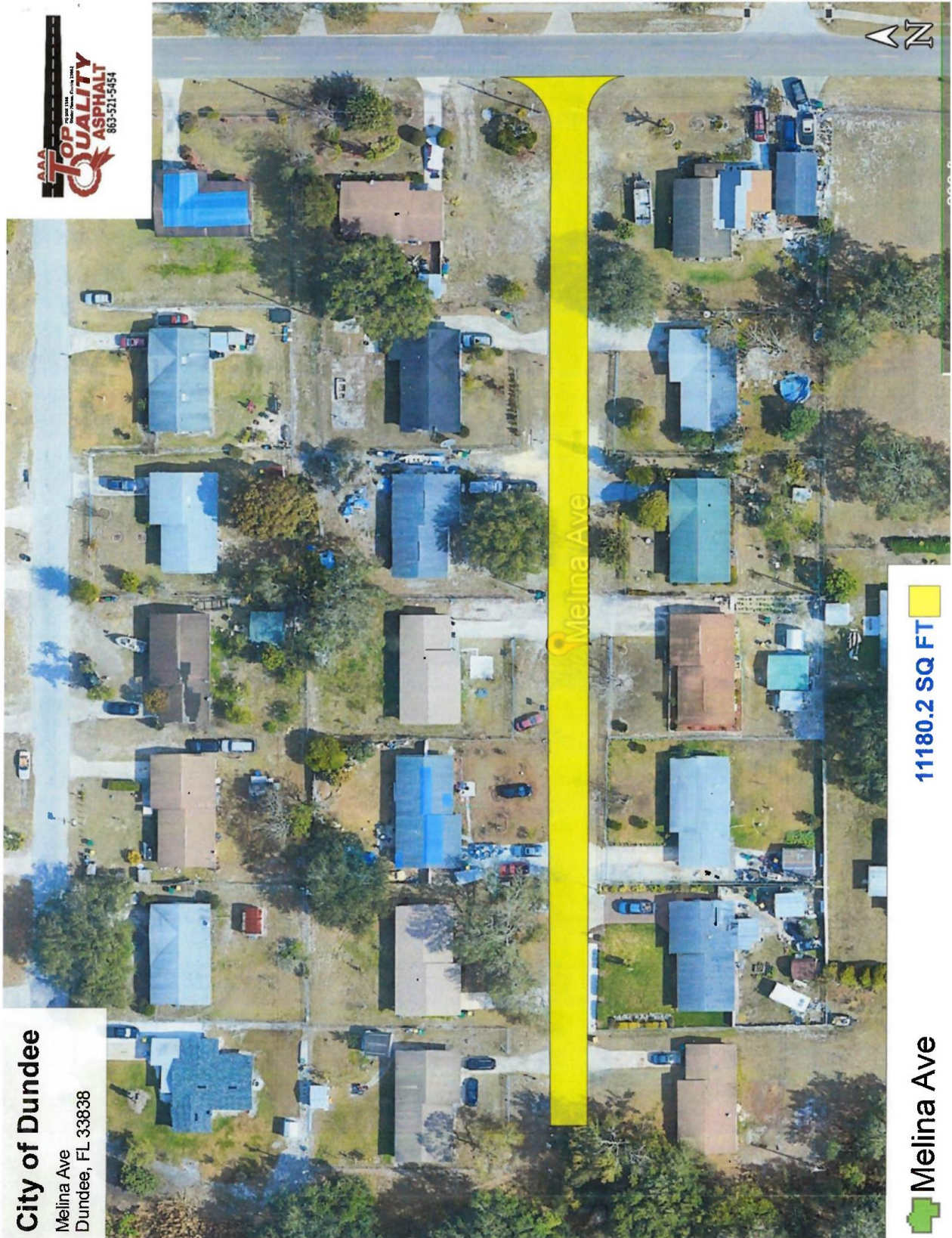
City of Dundee

Grace Ave
Dundee, FL 33838



City of Dundee

Melina Ave
Dundee, FL 33838



 **Melina Ave**

11180.2 SQ FT 

EXHIBIT "B"

PROJECT SCOPE AND ACCEPTED ROAD SEGMENTS

This Exhibit summarizes the Project-specific scope and resolves the roadway-quantity differences appearing in the TOWN's estimated IFB quantities and the VENDOR's proposal measurements. The operative obligations remain governed by the Agreement and all Contract Documents.

Road Segment	Approximate Accepted Quantity	Controlling Location Reference
Garrison Avenue	1,395 square yards	Exhibit A proposal map
Melina Avenue	1,243 square yards	Exhibit A proposal map
Elinor Avenue	1,202 square yards	Exhibit A proposal map
Grace Avenue	2,377 square yards	Exhibit A proposal map
Total	Approximately 6,217 square yards	Complete depicted Project

Required Work

1. Prepare the roadway, perform ordinary grading, and remove foreign or deleterious materials necessary for resurfacing.
2. Scratch mill and power sweep the existing asphalt; collect all millings and deliver them to the TOWN Public Works facility at 1500 Race Road.
3. Apply tack coat and install an approximately 1.5-inch lift of accepted SP-9.5 hot-mix asphalt, compacted to proper density.
4. Provide approved maintenance of traffic, pedestrian access, barricades, signage, emergency access, erosion control, and public protection.
5. Layout and apply pavement markings using FDOT-certified traffic paint, including five 24-inch stop bars.
6. Protect utilities and coordinate with the TOWN for valve-cover and manhole adjustments.
7. Restore and fine-grade disturbed right-of-way, sod disturbed areas outside the roadway footprint, sweep all surfaces, and complete final cleaning.
8. Provide all bonds, insurance, permits, submittals, quality-control records, warranties, closeout documents, and incidental work required for a complete Project.

The TOWN's earlier quantities were estimates for bidding. The VENDOR's proposal measurements and maps are accepted for defining the approximate quantity and limits of the Work. The Contract Sum remains a fixed lump sum for complete performance on all depicted road segments.

EXHIBIT "C"
EXECUTED HUMAN TRAFFICKING AFFIDAVIT

HUMAN TRAFFICKING AFFIDAVIT

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the officers or representatives of the VENDOR, we certify that the VENDOR identified herein does not, for labor or services,

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

[Name of Vendor]: AAA TOP QUALITY ASPHALT

Executed this 23rd day of JUNE, 2026.

By: AAA TOP QUALITY ASPHALT

Name: STEVE KELTON

Title: PROJECT MANAGER

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of JUNE, 2026, by Steve Kelton, as Project Manager of AAA Top Quality Asphalt, ☒ who is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]



Notary Public Signature

Print Notary Name: Gretchen Kisser Serviss

My commission expires: Oct 29, 2029

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