

# GENERAL TERMS & CONDITIONS

1. Owner/owner agent (not AMI) is responsible for the removal of any materials or vehicles left in the designated work area prior to arrival, including but not limited to all vehicles, dumpsters, construction debris, shopping carts/racks, bicycle racks, and all other removable items. Any delays due to these items not being moved out of the work area prior to arrival are outside of AMI's control and will cause delays in the ability to meet the originally planned schedule. In the event that the property is not cleared prior to arrival and the job is delayed from starting on time, Owner/owner agent will be charged for ruined, spoiled, and/or wasted materials and an additional fee of \$500.00 for the first hour of delay or \$2,500.00 for waits longer than one (1) hour.
2. Any vehicles remaining on the property are to be towed at the expense and direction of others. AMI shall provide a list of towing companies upon request, but will not contact towing companies on the Owner/owner agent's behalf.
3. Owner will ensure that sprinklers do not operate in the jobsite area on days that work is being performed, including prior to the arrival of AMI crews. If sprinklers come on during the project, Owner/owner agent acknowledges that such action will cause delays in the work and can cause damage to the end product. Any delays or additional work needed to remedy any issues due to sprinklers coming on during the project will be billed accordingly.
4. AMI is not responsible for any damage to ANY underground utilities, including irrigation lines and sprinkler heads.
5. AMI is not responsible for any permitting, engineered drawings, planning commission approval, or the like required for this project. Please note that any of the aforementioned is the responsibility of others.
6. If you request any changes to the size of the area of asphalt, size of landscape islands, or any deviations in the striping, approval may be required from local authorities. AMI assumes no responsibility in submitting for or acquiring approval.
7. The work area, which includes where all employees, equipment, and trucks are being used or located, must remain clear of all vehicle and pedestrian traffic. Owner/owner agent is required to make arrangements with tenants, deliveries, and other vendors that normally need access to the area to ensure that they comply with this requirement. The safety of owner/owner agent's employees, tenants, customers, and AMI employees is the top priority. As a result, this policy is strictly enforced.
8. AMI's normal business hours are Monday through Friday, 6am to 5pm Central Standard Time. Work performed outside of stated hours is considered "outside of business hours" for the legal purposes of this Agreement. If Owner/owner agent requires work outside of AMI's business hours after an Agreement is made, Owner/owner agent is subject to overtime labor charges on the invoice.
9. AMI Construction, Inc. (AMI) provides a limited warranty for work performed that covers any defects in materials and workmanship, including installation. This limited warranty covers all work performed by AMI and any of its subcontractors and starts on the date of installation and lasts for one calendar year. Anything outside of normal wear and tear for light duty automobile traffic is excluded from this warranty, including but not limited to the following: damage caused by snow removal practices, damage due to any chemical spills or applications, damage due to oil spillage or dripping, damage due to outriggers of any kind, damage due to the placement of any dumpsters onto the pavement or concrete, damage due to any vehicles or trailers with excessive weight, damage due to abuse or neglect, damage due to acts of God or abnormal weather.
10. To avoid late fees, payments must be received by the due date described in Payment Terms above. Except as may be otherwise provided by written contract, all past due balances will be assessed a 1.5% late fee per month (18% per year), with a minimum fee of \$15.00 per month.
11. To the extent not prohibited by applicable law, Owner/owner agent agrees to pay all attorney fees, collection costs, and expenses associated with the collection of this debt and enforcement of this Proposal.
12. This proposal may be withdrawn by AMI if not accepted within 30 days from the date of the proposal as shown above.
13. If Owner/owner agent desires to reschedule, suspend, or in any way delays work on a scheduled project, Owner/owner agent must provide advanced notice via email to the AMI Contact by 2:00 PM CST the business day before any AMI service is scheduled to occur. Failure to do so will cause AMI to incur unnecessary costs. As such, should Owner/owner agent fail to provide such notice, Owner/owner agent is responsible to AMI for any such costs and will additionally pay to AMI, as invoiced, a charge of \$408.00 for each occurrence of delay of scheduled work. For example, if Owner/owner agent and AMI have scheduled an 8:00 Monday morning service, and Owner/owner agent calls AMI on that Monday at 7:00 AM to postpone or otherwise reschedule that day's scheduled work, Owner/owner agent will be charged \$408.00 at the time of billing. This charge is not punitive but is rather an estimated total of costs AMI will actually incur due to Owner/owner agent's untimely or lack of advanced notice.
14. AMI shall be excused from its performance for a reasonable period of time to the extent that it is prevented, hindered, or delayed by a force majeure occurrence. This is inclusive of any COVID-19 related delays.
15. Payment terms are Net 30 Days; total payment is required no later than thirty (30) days from the date of completion of the project as indicated by the invoice date. Payments should be made via cash, via company check (payable to AMI Construction, Inc., 107 Bay Court, Lebanon, TN 37087), or via ACH Wire Transfer. Credit Card payments are accepted for an additional 3.5% processing fee.
16. This proposal constitutes the entire agreement between the parties, and all previous agreements and negotiations, whether written or verbal, relating to the subject matter herein, are declared to be null and void except as herein stated. No amendment to this proposal hereinafter made between parties shall be binding unless reduced to writing and signed by an officer or authorized representative of both parties.
17. Owner/owner agent may request modifications to this proposal so long as required changes are within the general scope of this Agreement. In addition to Owner-initiated changes, AMI may require changes based on, but not limited to, environmental, structural, or logistical findings within the course of work. The proposal sum and the amount of time required to perform the project shall be adjusted as necessary, but agreement as to the amount of the adjustment must be reached before AMI commences said change or additional work, or expends any costs necessitated by said changes. Execution of a written change order is a condition precedent to performing the work and completing the project, except for work performed in emergency situations at the direction of and verbal agreement by Owner/owner agent.
18. In the event work is temporarily or permanently paused, halted, restricted, stopped, or in any way impeded by a government entity, including but not limited to boards, HOAs, localities, cities, municipalities, counties, states, federal or other agencies acting on behalf of a government entity, Owner/owner agent will notify AMI Construction, Inc. immediately of the stoppage order. Should a government agency indicate or notify AMI's onsite crew, supervisor, or staff of a stoppage, AMI will notify Owner/owner agent immediately and will remove itself and equipment from the jobsite. Stoppage of work for any reason or amount of time will trigger a "progress payment" requirement. Owner/owner agent agrees to pay AMI Construction, Inc. for the progress made up to and including the date of stoppage. Terms for the progress payment will be "Due Upon Receipt" and should be paid immediately upon receiving the progress payment invoice from AMI. Once work resumes on the job and the project is completed, AMI will invoice for the remaining balance of the project, with terms as agreed upon in the original contract (typically Net 30 days from project completion date).

## SPECIFIC TERMS & CONDITIONS:

1. Subgrade must be within +/- .10 before base stone application.
2. Subgrade layout to be performed by a surveyor which will be paid for by others.
3. All pricing is based on civil plans provided by others.
4. Traffic control not included in the proposal.
5. Owner and/or his agent (not AMI) is responsible for the removal of any materials or vehicles left in the designated work area prior to our arrival, including but not limited to all vehicles, dumpsters, construction debris, shopping carts/racks, bicycle racks, and all other removable items. Any delays due to these items not being moved out of the work area prior to our arrival are outside of our control and will cause delays in our ability to meet the originally planned schedule. In the event that the property is not cleared prior to our arrival and we are delayed in our starting on time, you will be charged an additional fee of \$500.00 per hour of delay. Any vehicles remaining on the property are to be towed at the expense of others (unless an authorization form has been signed for AMI to perform towing services, in which the owner/representative is responsible for reimbursing AMI for services rendered.)
6. AMI is not responsible for any damage to ANY underground utilities, including irrigation lines and sprinkler heads.
7. We have no knowledge as to the stability of the base underneath the existing asphalt. We are assuming that the base is firm and unyielding and will handle the load of full sized dump trucks, a milling machine, and a large paving machine. AMI is not responsible for any damage caused by driving any of our equipment on the existing parking lots at your facility. If we find that the base is not firm and fails with the load of our equipment, we will notify you immediately and present options to you for moving forward. You will be responsible for any costs associated with any work needed to the subgrade or base stone.
8. Pricing is based on the TDOT Bituminous index at the time of the proposal. Pricing is to be adjusted to the index at the time of actual material purchase.
9. AMI will provide safety cones around the work area to prevent pedestrian traffic. AMI is not responsible for guarding the new concrete after it has been put in place. AMI is not responsible for any damage done to the concrete immediately after the pour and during the curing process including but not limited damage done by writing, walking, or driving on the new concrete.
10. AMI is not responsible for any permitting, engineered drawings, planning commission approval, or the like required for this project. Please note that any of the aforementioned is the responsibility of others.
11. If you request any changes to the size of the area of asphalt, size of landscape islands, or any deviations in the striping, you could be required to get approval from your local authorities. AMI is assuming no responsibility in submitting for or acquiring approval.
12. All testing is excluded from this proposal.