

1 SPOT R&R**BSI Paving**

2651 Metamora Rd.
Oxford, MI 48371
info@birminghamsealcoat.com
(248) 647-8373

For: Lake Orion DDA Downtown Development
Authority

Job Address: 115 North Broadway Street
Lake Orion, MI 48362
(248) 464-0307

Salesman/Customer Rep

Dan Albani
DAlbani@bsipaving.com
(248) 813-7748

Job Id 2506-7140516-01 Job # 2025-392 Document # 2025-0659

Document Amount \$7,189.83

Document Date 06/04/2025

Description

Asphalt \$7,189.83

ASPHALT Full depth repair R&R
Approx. 850 SF - 1 area - lime green on map
- Remove asphalt to a depth of (4") and export all material off site
- Grade and compact existing sub-base material
**If poor sub-base found - additional charges will apply to correct
- Install 2" Asphalt Leveling Course and compact
- Apply SS-1h tack asphalt binder
- Install 2" Asphalt Wearing Course and compact

Total \$7,189.83

Customer Rep Signature:

Dan Albani

06/04/2025

Customer Signature:

Signature

Signature Date

Note:

Price does not include permits, bonds, inspections, SESC, staking, survey, prints, testing, traffic control, lane closure
Base stone needed at \$55/ton | undercutting at \$55/cyd | if poor subgrade found - additional charges will apply
If ANY existing pavement breaks during service - customer responsible for replacement costs
If existing pavement found thicker than 4" - additional charges will apply
If any basin, drain, pipe, culvert, or underground work found needed - additional charges will apply
Basin block need at \$250.00/row/basin | if basin rebuild found needed additional \$2750.00/basin (up to 3' deep)
Priced for all work being done in (1) phase/mob - additional charges will apply if more wanted or needed...
...minimums and mobilizations may apply
Due to matching existing pavement/elevations no guarantee/warranty against water shed, pitch, pooling, ponding, holding
Anything not listed is an exclusion and will result in additional charges
Customer responsible for all irrigation, restoration, grass, landscape, plants, trees, garden, edging, siding, awning,...
...overhang, decking, fencing, railing, posts, pillars, mailbox, doors, brick, veneer, paver, paver reset
Pricing shown is if all work is approved - otherwise all pricing subject to change/increase

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Lake Orion DDA Downtown Development Authority/2506-7140516-01

115 North Broadway Street

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Attached Images

Aerial_1_spot_R&R_lime_green_area_.png





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www.BSIpaving.com

Customer Information

Lake Orion DDA Downtown Development Authority

115 North Broadway Street

Lake Orion

Michigan

48362

(248) 464-0307

Job Address & Project Number

115 North Broadway Street, Lake Orion, Michigan, 48

2025-392

Your Sales Representative

Dan Albani

DAlbani@bsipaving.com

(248) 813-7748

DATE SUBMITTED

06/04/2025

Estimator Notes:

-Landscape restoration not included unless specifically noted. BSI is not responsible for damage to irrigation systems when not properly marked. Customer will be notified when work is to be performed. It is the customer's responsibility to make sure the irrigation systems are shut off as to not cause damage to the work performed.

-Price does not include permits, bonds, inspections, SESC, staking, survey, prints

-Base stone needed at \$45/ton | undercutting at \$45/cyd | if poor subgrade found - additional charges will apply to correct

-If ANY existing pavement breaks during service - customer responsible for replacement and/or repair costs

-If existing pavement found thicker than 4" - additional charges will apply

-If any unforeseen structures, objects, buried components, or voids found once cap removed - additional charges will apply

-Customer responsible for ALL irrigation, restoration, grass, landscape, plants, trees, garden, edging, siding, awning, overhang, decking, fencing, siding, railing, posts, pillars, mailbox, brick, veneer, paver, paver reset

PAYMENT TERMS

30% Down Payment, Balance Due Upon Completion

3% CHARGE FOR ALL CREDIT CARD TRANSACTIONS

REMAINING BALANCE DUE UPON COMPLETION OF WORK

DUE TO THE RISING COSTS IN MATERIALS ALL PROPOSALS ARE SUBJECT TO PRICE ADJUSTMENTS IF NOT SIGNED BY QUOTE EXPIRATION DATE.

DUE TO EXTREME MARKET VOLATILITY AND PENDING U.S. GOVT. SECTION 232 TRADE CASES ALL PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE. ALL QUOTES TO BE CONFIRMED AT TIME OF ORDER.

BEGINNING 2023, PRICING FOR ANY ASPHALT RELATED PROJECT WILL SEE INCREASES ANYWHERE FROM \$10-\$15 PER TON. PLEASE CONTACT YOUR SALES PERSON FOR ADDITIONAL INFORMATION.

THIS PROPOSAL MAY BE WITHDRAWN AT OUR DISCRETION IF NOT ACCEPTED WITHIN

15 DAYS OF

06/04/2025

Signature

Signature Date

Lake Orion DDA Downtown Development Authority

Customer

Dan Albani

06/04/2025

Dan Albani

Sales Rep

BY SIGNING YOU AGREE TO OUR WARRANTY, TERMS AND CONDITIONS.

PRICE IS NON-NEGOTIABLE AFTER SIGNING FOR PROJECT, PLEASE CONTACT YOUR SALES REPRESENTATIVE FOR ANY QUESTIONS REGARDING YOUR QUOTED PRICE.

WARRANTY COVERAGE: Work quoted in our proposals is covered by our standard warranty against defects in materials and workmanship for a period of 12 months (unless specified otherwise) subject to the terms and conditions contained herein. Due to the volatility of the crude oil market and the potential for geopolitical issues, prices quoted are valid for 30 days from issue date of the proposal, unless specified otherwise.

STANDARD TERMS : This contract shall be subject to the following general conditions and standard terms of the contract printed below. Birmingham Sealcoat Inc., will be referred to as contractor or BSI. The owner, architect, client or Customer to whom this proposal/contract is addressed and authorized by will be referred to as "Customer". A finance charge of 1-1.5% per month will be added to all past due accounts, an annum of 18%.

Payment is due in full upon completion of work or upon invoicing of completed work. In addition, Customer shall pay all costs and attorney fees incurred by BSI in collecting any sums due to BSI.

NO ORAL AGREEMENTS: It is expressly understood that all terms, agreements, and conditions relating to this contract are only those expressed in writing herein, and that there are no oral representations, undertakings, terms, agreements or conditions of any kind.

CHANGES: No changes or alterations in the specifications shall be allowed except in writing and at prices agreed upon at the time the changes are authorized.

EXTRA WORK: Any additional work requested beyond the specifications on the reverse side will be outlined in writing on a separate proposal form. Extra work performed on a time & material basis shall be signed for at the time the work is performed. The lack of a representative of the Customer does not relieve the Customer from payment obligation for the work billed.

ESTIMATED OR APPROXIMATE QUANTITIES: Quantities and areas in this proposal are approximate, arrived at for estimating purposes only. In addition, it is understood that payment is to be made on actual quantities of work completed and actual areas covered unless otherwise indicated.

PROPERTY LINES/STAKING: The Customer shall establish and designate property lines, limits, grade, and stakes and shall be obligated to pay for work performed as ordered in the event the property lines established and designated by Customer trespass on other property. Also, the Customer shall be responsible for any damages caused hereby to the owner of any property encroached on by work specified in this proposal.

DELAYS/TIME OF COMPLETION: BSI shall complete this work within a reasonable time, but shall not be held responsible for delays beyond the control of the contractor.

SUB GRADES: No material shall be placed on a wet, unstable or frozen sub-grade. A suitable sub-grade is a condition precedent to the requirement of performance of this contract.

MINIMUM GRADE: BSI reserves the right to refuse to construct a pavement unless minimum grades of 1% are possible for surface drainage. If construction is performed with less than a minimum grade of 1%, it is understood that water ponding may occur and that there is no warranty attached to the work as to satisfactory surface drainage. Depressions over ¾" can be filled.

WATER DRAINAGE: BSI will make water drain as best as possible. However, we make no guarantees against drainage of new or old pavement of any type when resurfacing and not replacing the project in its entirety. Skin patching is above the existing surface and Customer understands skin patching may hinder drainage or flow of water.

PERMITS: Customers of the work shall obtain and pay for any and all permits, inspections or assessments if they are required, unless otherwise noted. Permits, if obtained by BSI, will be billed with labor cost of \$150.00 per hour plus costs of permits, bonds, inspects, etc.

TRAFFIC MANAGEMENT/CONTROL: If traffic management is needed - Customer is liable for any and all costs relating to traffic management/control.

ZONING

REQUIREMENTS & REGULATIONS: BSI assumes no responsibility for determining whether Customer has the legal right or authority to perform the work as specified. Notwithstanding that such work might be deemed to violate any ordinance, zoning regulation, or other law, the Customer shall, nevertheless, be obligated to pay for the work performed as ordered.

EXISTING AREA AND JOB SITE : Customer understands that BSI is not responsible for any existing area, such as but not limited to, grass, asphalt/concrete pavement, or otherwise that may be damaged, disturbed, or otherwise from ingress or egress of the jobsite. Customer is responsible for all restoration and/or repair costs to existing area that may occur during service.

CONCRETE CRACKING: BSI strives for precision in all of our work. Although there are things outside of our control like concrete cracking. With all concrete

jobs we will input control joint(s) – this is to try and make the concrete crack where we want it to. Concrete will crack soon after it is poured and will most times, happen the same day. Even with control joints there is no way to guarantee that it will not crack in other places. Cracks that are 3/16" of one inch or less (in height or gap) are considered normal and are within industry standards and ARE NOT considered a warranty issue.

ASPHALT CRACKING: Asphalt, especially when a surface is "resurfaced" or "skin patched" will have at the least "reflective cracking"; Which is the reproduction of cracks that were covered by the resurfacing or patching. This type of cracking can happen relatively quickly, and they are normally larger than the original cracks covered up. This is normal and not considered a warranty issue. Asphalt cracking of something that has been completely removed and replaced may be a warranty issue and will be evaluated on a situational basis.

IRRIGATION: BSI is not responsible for any irrigation systems or components. Customer understands that irrigation components or lines are normally buried very shallow and will be hit or damaged during service. Customer assumes all responsibility and cost of irrigation systems.

STOCKPILING MATERIALS: BSI shall be permitted to stockpile materials necessary to perform its work on the Customer's property or adjacent to the site of the work at no cost.

HIDDEN OBJECTS: BSI assumes no responsibility for removing, damaging, or inadvertently destroying hidden objects encountered during the performance of their work, nor the cost associated with same. It is explicitly the responsibility of the Customer to inform BSI of anything that cannot be seen prior to removal of any objects.

THICKNESS OF ASPHALT PAVEMENT: All descriptions of pavement in this proposal refer to average thickness. Variations in sub-grade and technical limitations may result in variations from the average. BSI warrants that sufficient material will be used on the project as to result in the average thickness specified.

SOIL CONDITIONS: BSI assumes no responsibility for any unusual soil conditions encountered that are not specifically referred to in this proposal. Also, BSI assumes no responsibility for the excavation, removal or disposal of any contaminated soils encountered during any excavation for the Customer. The Customer will pay any extra cost for such conditions incurred by BSI.

TREE ROOTS: Contractor shall not be responsible for any damage to trees occasioned by the removal of tree or tree roots in preparing the site.

UNDERGROUND STRUCTURES: It is the Customer's responsibility to advise contractor of the existence and location of all underground structures such as sewers, water lines, gas lines, etc., which might be encountered by BSI in the performance of its work. BSI shall be deemed to have notice of the existence of only those structures specifically referred to in this proposal and of the location thereof as indicated in this proposal. If a condition develops in the performance of BSI's work where the identity or location of the underground structures varies from those specified herein, any extra cost incurred thereby in moving, protecting or covering same, or otherwise, shall be borne by the Customer.

COLD WEATHER CONDITIONS: Effective October 1st, jobs are subject to winter conditions (50 degrees or below). Roller marks and asphalt marks may be visible due to cold weather temperatures and are not considered a warranty issue.

STREET PRINT®: The sample card replicates as closely as possible the Street Bond Surface System. Natural pigments are used in the colorants, and as a result some color variation may occur. It is recommended that these colors be applied in an inconspicuous area of asphalt to verify color choice.

STAMPED CONCRETE: Color samples shown represent the color of the finished product as closely as possible when sealed with two coats of hard bright sealer. Variations occur due to differences in cement aggregate, water/cement ratio, weather, finishing and application methods.

NOTICE OF COMMENCEMENT: Notice of Commencement is requested per Sec. 570.1108a (1)(9)(10)(11) of the Michigan Construction Lien Act 497 of 1980, on any signed contract.

LIMITATION OF LIABILITY: IN RECOGNITION OF THE RELATIVE RISKS, REWARDS, AND BENEFITS OF THE PROJECT TO BOTH THE CUSTOMER AND BSI, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, BSI'S LIABILITY TO CUSTOMER FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, OR CLAIMS EXPENSES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES SHALL NOT EXCEED THE VALUE OF THE FEE RECEIVED BY BSI FOR THE SERVICES PROVIDED BY BSI.

STANDARD TERMS OF CONTRACT: Customer shall not withhold payment to BSI in the event of any dispute arising out of this contract. In the event of a dispute, Customer will deposit any unpaid balance due on this contract with a mutually agreed upon bank, which will act as an Escrow Agent until the dispute is resolved. Any dispute arising out of this contract that cannot be resolved between the Customer and BSI shall be submitted to an arbitrator who shall be a

registered engineer or architect selected by both parties. In the event the parties cannot agree upon such an arbitrator, the American Institute of Architects shall select the arbitrator and the arbitration proceedings shall be governed by their rules. The decision of the arbitrator shall be binding upon the parties and enforceable in a Circuit Court for the State of Michigan. The arbitrator shall be empowered to direct the Escrow Agent to disburse the funds held in escrow to the proper party and to direct such other relief as he determines necessary. The cost of the arbitration shall be borne equally by both parties. In the event of an anticipatory breach of this contract by Customer, BSI shall be entitled to liquidated damages equal to 25% of the total contract amount. The Customer shall pay BSI all costs, including actual attorney's fees, incurred by contractor in enforcing this contract, including collection of any payment due herein. I have read all pages and agreed to these general conditions. The general conditions and prices and specifications associated with this contract are hereby accepted.

Birmingham sealcoat Inc. is authorized to perform this work.

SCHEDULING PAYMENT AND HOLD: Birmingham Sealcoat Inc. requires a 30% deposit on the total proposed amount with signatures on the proposal in order to be put in queue for scheduling of work and to begin work. Remaining balance for a residential Customer is due upon completion of the job. Commercial work terms will be specified between BSI representative and the Customer. Any exceptions to the above must have management approval. In the event deposit and proposal signatures are not both together and input, the job will not be considered for scheduling and the job will be put into the "hold queue" until necessary documents/payments have been collected from Customer.

CANCELLATION NOTICE REQUIREMENTS: Birmingham Sealcoat Inc. requires at least 24-hour notice prior to start of day job was scheduled. Failure to produce sufficient notification will result in a \$25.00 service fee.

MEDIA RELEASE WAIVER By signing this proposal you waive your right to have your property photographed or video recorded by Birmingham Sealcoat Inc. to be used in any way shape or form. This includes but may not be limited to social media, advertisement or educational purposes.

Disclaimer of Union Benefit Plan Contribution Liability: Notwithstanding any term or provision on this quote or the bid package to the contrary, BSI shall not under any circumstances, agree to make any contributions to any of the operating engineers' fringe benefit plans, including, without limitation, the operating engineers' local 324 pension plan ("Plan"). If awarded this work, a condition to BSI accepting this award shall be that the contractor represent and agree that the subcontract/purchase order shall not require BSI to make any contributions to any of the operating engineers' fringe benefit plans, including without limitation, to the plan.

By signing customer acknowledges that you have read, understand, and agree to ALL terms and conditions. By signing customer understands and agrees that permit acquisition process will start immediately after contract is signed. Customer agrees to pay for ALL permit, bond, inspection, review, administrative time, and any other associated fees even if customer cancels the work.

Signature
Signature Date