

COMMERCIAL

YEAGER ASPHALT

Driveway and Parking Lot Experts

Toll Free..... 1-866-YEAGER1

(932-4371)

Toll Free....1-800-DRIVEWAY • Fax...1-866-YEAGER2

(374-8392)

(932-4372)

Manufacturers
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PROPOSAL SUBMITTED TO Carol Mattoon	PHONE 810-569-4456	DATE 6/6/2019
STREET Woods West Dr	CITY, STATE AND ZIP CODE Flushing MI 48433	
JOB LOCATION Off Elms		

Check us out at www.yeagerasphalt.com

Yeager Asphalt, Inc. ("Yeager" or "we" or "us") hereby submits specifications and estimates to the above-named customer (the "Customer") for the following asphalt work (the "Work"):

- REGRADE EXISTING STONE**
Grade and compact existing stone. Apply a vegetation killer where necessary. Note - Unknown Site Conditions.
- ASPHALT PEELOUT**
Excavate and dispose of existing asphalt. 2" - 3" thick. Grade and compact existing stone. Apply a vegetation killer where necessary. Note - Unknown Site Conditions.
- COMPLETE EXCAVATION (SOD, DIRT, SAND)**
Excavate existing sod, dirt, sand. Install 4"-6" aggregate material. Grade and compact. Apply a vegetation killer where necessary. Note - Unknown Site Conditions.
- COMPLETE EXCAVATION (CONCRETE)**
Excavate and dispose of existing concrete 4". Install 4"-6" aggregate material. Grade and compact entire area. Apply a vegetation killer where necessary. Note - Unknown Site Conditions.
- SPECIAL NOTES**

- RECAP EXISTING ASPHALT OR CONCRETE**
Roto-mill all areas where asphalt will butt up to. Edge and clean area to be recapped. Apply vegetation killer where necessary. Apply SS-1 Tack. Fill in low areas and dips with asphalt and compact. Then lay 1.5" of hot bituminous asphalt and then roll. Tamp edges.
Price \$ _____
- COLD MILL & RECAP**
Cold mill existing asphalt and dispose. Clean and apply SS-1 Tack. Install 2" commercial grade asphalt and then roll and tamp edges.
Price \$ 74,000.00
- OPTION 1 - Super Duty**
Install 1.5" leveling course and 1.5" wearing course for total of 3.0" commercial grade asphalt.
Price \$ _____
- OPTION 2 - Medium Duty**
Install 2.5" of commercial-grade asphalt in 1 compacted course.
Price \$ _____

Unknown Site Conditions

If the conditions at the site include (a) subsurface or other physical conditions (including but not limited to: the thickness of existing asphalt or concrete; the inadequacy of existing stone and/or base material; or the existence of any tree stumps, curbs, or any object that interferes with grading and excavation and, in Yeager's sole discretion, requires removal) which are materially different from those discoverable to Yeager at the time of making this proposal, or (b) unusual or unknown physical conditions which are materially different from conditions ordinarily encountered and generally recognized as inherent in the project, Yeager may either (1) adjust the contract price and completion date to account for the additional costs and time associated with the changed conditions, or (2) stop work and give immediate notice of the condition to the Customer. If Yeager Asphalt and the Customer cannot agree upon the adjustment to the contract price or completion date, the parties shall submit the dispute to binding arbitration according to paragraph 20 of this contract.

We Propose to furnish materials and labor to complete the Work in exchange for payment from Customer of: \$ _____

All Yeager employees are covered by Worker's Compensation. Yeager Asphalt carries all necessary licenses and insurances.

Payment to be made as follows: 50% Down, Balance upon completion. All checks to be made payable to Yeager Asphalt, Inc. Customer acknowledges that Yeager will incur costs associated with rebilling and collecting payment of past due accounts. Accordingly, in order to compensate Yeager for the cost of inconvenience of rebilling and collection, all invoices not paid within 15 days of completion are subject to a late payment charge of \$50 per month.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days. George Minard II 989-992-4110

Cancellation Charges (Liquidated Damages):

Customer may cancel this contract by providing written notice to Yeager at any time prior to midnight of the third business day after the date of acceptance set forth below. However, Customer acknowledges that after Customer accepts the proposal, Yeager will incur costs related to procuring the goods and services necessary to complete the Work under this agreement. Customer understands that Yeager must schedule delivery of materials and labor several days in advance and that if Customer cancels this contract without providing timely notice to Yeager, Yeager will incur losses related to such cancellation which it cannot otherwise recover. Therefore, if Customer fails to give Yeager timely written notice of such cancellation, Yeager is entitled to liquidated damages equal to twenty-five percent (25%) of the contract price set forth above, and Customer acknowledges that such liquidated damages are intended to reimburse Yeager for the losses it suffers due to Customer's cancellation.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the **Work** as specified. Payment will be made as outlined above.

Date of Acceptance _____ Signature _____

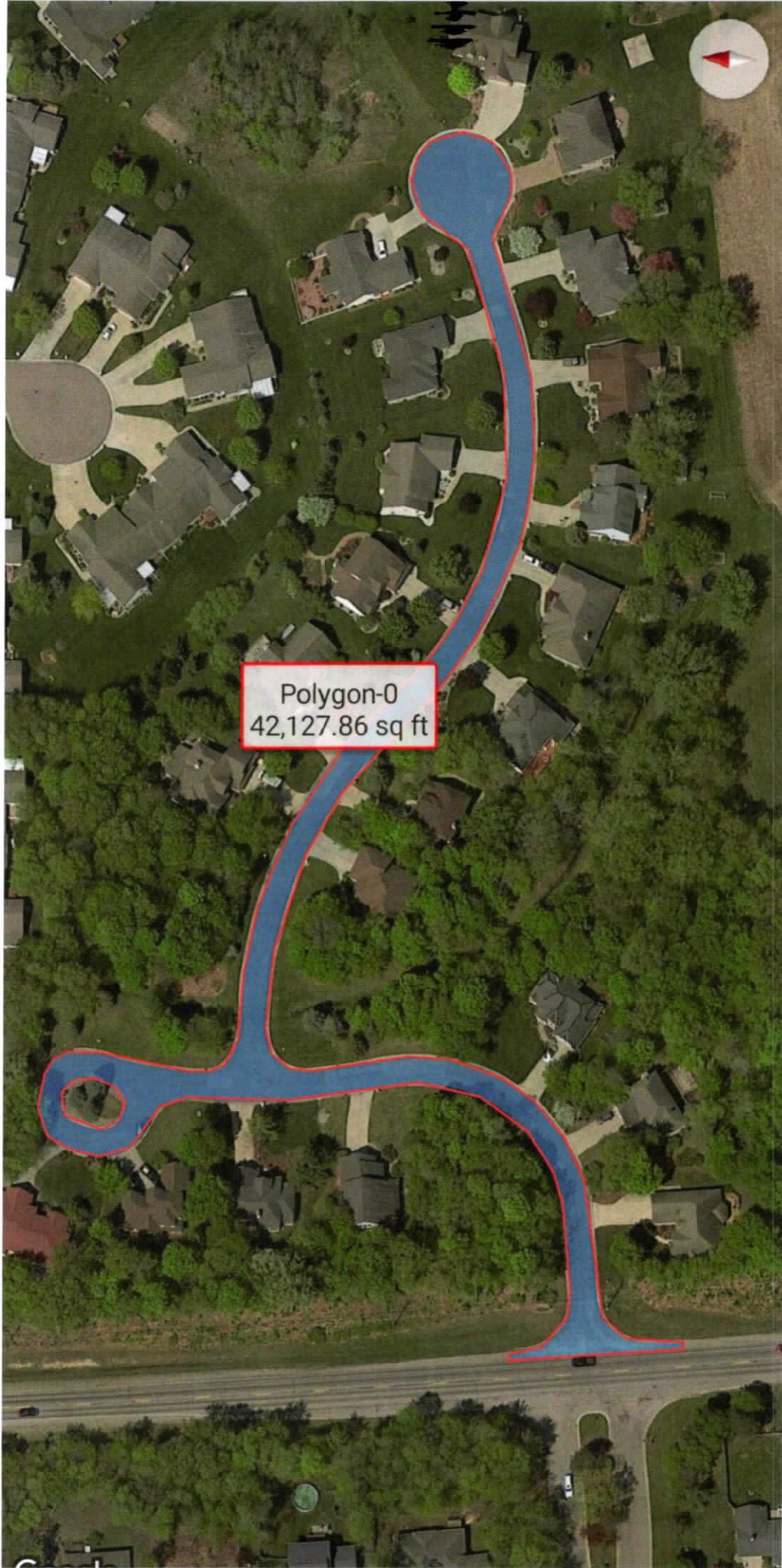


STANDARD TERMS OF CONTRACT

1. **THICKNESS OF PAVEMENT:** All descriptions of pavement thickness in proposal refer to average thickness. Variations in subgrade conditions and technical limitations may result in variations from this average.
2. **DRAINING:** Paving Industry Standards for the proper design of asphalt and/or concrete pavement require a minimum slope of 2% in all areas (two inches of fall for every 10 feet). If the existing or new grades on this project result in less than the minimum acceptable slope of 2%, the Customer should expect large water puddles on new and adjacent surfaces. Yeager is NOT responsible for existing and/or new grades resulting in minimum acceptable slope. Such problems will not be subject to correction under our warranty.
3. **EXTRA WORK:** Should the need arise for work that goes beyond the scope of Work described in this proposal, we will cover such work in a separate proposal, subject to our standard terms. This extra work will not be done unless and until we have a signed acceptance from you or your authorized representative.
4. Asphalt edges are weak and have a tendency to crack. Any cracking along edges not under warranty.
5. **REPRODUCTION CRACKS:** Yeager is not responsible for reproduction of cracks or expansion joints which may occur when resurfacing concrete, brick or asphalt pavements.
6. **FROZEN OR UNSTABLE SUBGRADE:** No materials will be placed on an unstable or frozen subgrade. A suitable subgrade is a condition precedent to the requirement of performance of the Work under this contract.
7. The total cost of the Work includes all materials and labor complete and in place for each item listed, unless otherwise indicated, i.e., separate cost for sealcoatings, painting, etc. Performance guarantee is void when any coating is applied by those other than Yeager.
8. If approved plans, specifications, and dimensions are acknowledged on the front of this form, the prices given may be considered firm. If approved plans, specifications, and dimensions are not provided, or in the event revisions to same are made, the total price shall be determined by applying unit prices to actual measured quantities.
9. Unless otherwise stated, the price herein will remain in effect for a period of ten days from the date of the proposal.
10. Work will be invoiced as performed and/or completed unless otherwise specified in the original contract. All invoices will be due 15 days net from date of invoice.
11. Yeager shall not be liable for failure of performance or failure or delay in delivery by reason of any contingency beyond Yeager's exclusive control, including strikes, fire, flood, embargo, war, Government regulations including allocations, preferences or priorities for Government or shortages or failure of raw materials or fuel, inclement weather, low temperatures or frost.
12. Yeager will not be responsible for existing soil conditions or existing base aggregates furnished by others.
13. Base installation is for one move-in only on total project. Asphalt is for one move-in only on total project. Extra move-ins will be charged at figures to be quoted per move-in for either base or asphalt installation.
14. Yeager reserves the right to refuse or suspend performance or to require payment in advance in the event that the creditworthiness of Customer is, in Yeager's sole discretion, impaired or inadequate.
15. Yeager reserves the right to suspend or cancel performance of the Work and to declare due the entire amount for work performed to date in the event Customer fails to make payments due under this agreement or fails to make any other payment due Yeager.
16. **FAILURE OF CUSTOMER TO PAY:** Customer acknowledges that if Customer breaches the obligation to pay Yeager in accordance with this contract, Yeager may claim a lien on the real estate on which the Work was performed. Customer further acknowledges that should Yeager initiate any civil proceedings to collect the amounts due hereunder, Yeager shall be entitled to reimbursement by Customer for the reasonable attorney fees and costs incurred by Yeager in connection with such proceedings.
17. Customer acknowledges there are no promises, terms, conditions, or obligations imposed on Yeager other than those contained in this contract. This contract may not be modified except in writing signed by the party to be charged.
18. Failure of Yeager to enforce any of these conditions or to exercise any right shall not affect its rights nor shall any such failure act as a waiver in respect of other future occurrences.
19. Yeager is not responsible for any property damage occurred by trucks and/or equipment.
20. **ARBITRATION** All disputes by the Customer against Yeager shall be submitted to final and binding arbitration by the American Arbitration Association. A demand for any such arbitration must be filed within 180 days of the alleged breach. Damages shall be limited to the cost of this contract. Each party shall be responsible for their costs and each party shall pay an equal amount of the arbitrator's fees. All awards issued may be enforced in the Circuit Court for Saginaw County, Michigan.

Yeager warrants that the goods covered by this agreement shall be free from defects in material and workmanship under normal use and service. Any goods found to be defective within one year shall be replaced or repaired by Yeager free of all charges THIS WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The above limited warranty is voided in the event that the Customer or any other asphalt company applies sealcoating to the asphalt installed by Yeager. Further, any work performed by Yeager on the Customer's existing base is not warranted. Further, the use of the pavement for a purpose other than intended or undisclosed to Yeager, will also void this limited warranty. Yeager is not responsible for any subterranean conditions and disclaims any damage which may be caused to underground pipes, septic fields or other objects.



Polygon-0
42,127.86 sq ft

YEAGER ASPHALT is out of Saginaw.

6/6/19 George Minard II has Genesee County territory, george@yeagerasphalt.com, 989-992-4110 cell, 989-YEAGER, office.

The owner has been doing this type of work forever, but George has only been doing it for four years. He said there were many of our questions he could not answer.

However, he said:

- Asphalt Management is a reliable company and usually can do things cheaper than Yeager can. However, if we wanted a company to do the 2" milling, Asphalt Management would probably subcontract it to Yeager.
- Yeager has their own plant as does Ace, so they make their own asphalt. They are the only two companies who do.
- George thought the road is "not in that bad of shape" and, weather dependent, we could "ride it out and not put more money in it" until we mill it, and that it could be another 4-5 years before it needs milling. He wouldn't even do the crack fill now. But I asked him to give us a quote for everything regardless.
- I asked that he give us the order of priority for any work. He said out of everything we could do now and in the future, his recommendation is crack fill. Usually it is \$1 per linear something, can't remember if it is inch or foot.
- He thought the crown was OK. He said ACE might still have the blueprint of the original road to see where the fall was suppose to be, etc.
- He thought we could bring in an engineer to give us their expert opinion. Might cost \$1,500 to \$2,500.

- He sees no point in replacing the road at this point (a full-depth mill). The base is not that bad. He recommends that we keep doing what we are doing because the road is in excellent shape for 27 years. He couldn't believe it was that old.
- I asked about the type of mix they would use, he said 13A. That is what they do on most everything except driveways, where they use 36A. 13A has more stone/gravel, 36A is prettier.
- He thought sealing was a good idea after we put in the new surface.
- After the 2" mill, the cracks will come through, maybe in 2 months or a year, but they will come through as the earth is moving there. We will have to continue maintaining the road as we are doing now.
- They don't do any cement work so they do not do drain work.