

ALPENA COUNTY PARKS AND RECREATION COMMISSION

MEETING MINUTES

Wednesday, July 10, 2024 – 6:00 p.m.

Howard Male Conference Room

CALL TO ORDER by Chairman Osbourne at 6:01 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

ROLL CALL: Roll call: All members were present except for D. Guthrie who was excused, and D. Ludlow who was excused. B. LaHaie was present as a proxy.

ADOPTION OF THE AGENDA

G. Lucas moved, R. Lalonde seconded to adopt the agenda as presented, a voice vote was taken; motion carried with unanimous support.

APPROVAL OF CONSENT CALENDAR

Motion made by R. LaLonde and seconded by G. Fournier to approve the consent calendar with the following items pulled:

- SLP Action Item #1, pulled by P. Kirchoff
- Line items are needed for items requested or listed for vote, noted by C. Cebula (Specifically noted were: 1. LLP Action Item #2, 2. SLP Action Item #2 (R. Lalonde answered this, stating the name is Down the Road Roofing LLC with half down and half to be paid – attachment #1)
- Discussion on individuals utilizing the berm's walk-paths with small vehicles, golf carts, etc., K. Pratel said that he recommended the space be blocked off after painting with one at the front and one at the back each to help block individuals, a price is forthcoming. It was noted we want to allow wheelchairs but not golf carts.

After lengthy discussion, the previous motion was forgotten and a new motion was made to approve the consent calendar as presented by K. Pratel with second by G. Fournier, a voice vote was taken; motion carried with unanimous support.

Discussion on SLP minutes. Specifically, P. Kirchoff inquired as to whether the \$250 was fair as the last time this amount was paid to someone who covered the park, it was not open. Kirchoff moved to increase the bi-weekly pay to \$500 for two weeks, the motion was seconded by G. Lucas. Discussion was held G. Fournier asked why the increase, Kirchoff explained that the difference would be that the park was not open when we previously offered \$250, so \$500 would be fair. It was asked whether we should wait to get

documentation on recording the work done and hours spent at the park. Discussion ensued and it was decided this was not necessary. A rollcall vote was taken; motion carried with G. Fournier and J. Kozlowski opposed.

PUBLIC COMMENT: J. Osmer spoke about a draft volunteer waiver being submitted for consideration and use by the committee.

Motion by R. Lalonde, seconded by G. Lucas that anyone who volunteers at the parks completes the form (attachment #2) and turn it into the county office. These are valid for one year. The motion was then amended to include camp hosts, which both accepted. During discussion, P. Kirchoff asked that if a background check was conducted (the document states this "may" occur), whether the individual or county would pay for it, J. Osmer replied that the county would pay for it. A voice vote was taken, passed with unanimous support.

TREASURER'S REPORT

Treasurer's Report was given by Deputy Treasurer Cindy Cebula. Mention that BLP didn't need any adjustments; SLP still needed \$130 coverage for port-a-john rentals, after discussion it was decided the funds (along with an additional \$370) would come from 'Grounds Maintenance'; LLP is over by 0.49 in 'Building and Grounds Supplies', it was decided that the funds (along with an additional 149.51) would come from 'Power Tools'; Motion by G. Fournier, seconded by P. Kirchoff to accept and file the report as presented and pay the bills. A roll call vote was taken; motion carried with unanimous support.

APPROVAL OF REFUNDS AND BILLS

The committee then discussed refund requests. The following was discussed:

- Refund for BLP for a wedding party that was rained out. Motion to approve the refund by R. Lalonde, seconded by J. Kozlowski; a roll call vote was taken, motion carried unanimously.

- Refund for SLP for guests who was rained out and flooding in the area. A camp credit was given of camp credit for two nights (\$38x2+5.00) on a lake lot. Motion made by R. Lalonde, seconded by G. Lucas. A rollcall vote was taken; motion carried with J. Kozlowski opposed.

- Refund for LLP guest who was previously injured on county property and unable to camp. LLP Manager shared that the lot was rented out the next day, so no money was lost. Motion to approve the refund (\$198) by R. Lalonde, seconded by B. LaHaie. A rollcall vote was taken; motion carried with J. Kozlowski, G. Lucas, and P. Kirchoff opposed and G. Fournier recusing himself.

- Refund for LLP for a guest whose grandfather was hospitalized and not expected to make it. Motion made by G. Lucas to offer camp credit (3 nights, rustic lot), seconded by R. Lalonde. Rollcall vote was taken; motion passed unanimously.

INFORMATION ITEM: The upcoming Youth & Rec 'Park Tour' was discussed.

INFORMATION ITEM: K. Pratel gave an updated on the LLP guest situation (Gapske). It was then shared that P. Kirchoff had a lengthy discussion with the guest as well. After discussion ended R. Lalonde moved we do not give the guest any discount for 2025 as he had violated the payment policy and had not paid in full, seconded by B. LaHaie. A voice vote was taken; motion carried with P. Kirchoff and G. Fournier opposing.

INFORMATION ITEM: A lengthy discussion was held on reservations and procedures. Motion made by B. LaHaie, seconded by R. Lalonde, to begin following all park rules and guidelines regarding reservations, with no exceptions, beginning July 11, 2024. A voice vote was taken; motion carried with unanimous support.

INFORMATION ITEM: The draft letter to SLP (attachment #3) was discussed and offered up for approval by the board to send to the Friends of SLP. Motion by J. Kozlowki, seconded by K. Pratel, a voice vote was taken; motion carried with unanimous support.

INFORMATION ITEM: The Parks and Recreation Committee formally welcomed the new SLP co-hosts. Affirmed poll vote hiring the two new SLP managers by voice vote – carried with unanimous support.

FUEL REPORT – Informational only

The Fuel Report was presented. A motion was made by B. LaHaie, seconded by R. Lalonde to accept and file the report as presented. A voice vote was taken; motion carried with unanimous support.

Manning Hill Park Update

Manning Hill Park Update/Fairgrounds Incorporated into Parks and Rec – The question was on work that was approved but has not begun yet at the park. To this point, J. Osmer explained that the original contract was not able to be opened by many. Once the hard copy was dropped off (after some time), the document was signed (attachment #4), taken upstairs for a check (accompanied with the minutes), and to the best of our knowledge everything was delivered to the contractor.

Updated Parks Tool List: The chairman requested all parks submit a current tool list. It was noted that a chainsaw from SLP was not found. It was decided to reach out to see if the former managers inadvertently took it, otherwise we would need to file a police report. Also, J. Kozlowski brought up that the new policy should state that any tools managers can no longer use must be looked at by Grounds and Maintenance – not discarded. Recently, a

number of tools and appliances picked up at LLP were found to be easily fixed or working.

INFORMATION ITEM: Discussion on the LLP truck. Patrick is currently using his own truck. It was noted by J. Kozlowski that he would feel better about paying mileage until the end of the year rather than purchasing another truck. No vote was taken after the lengthy conversation.

COMMENTS FROM THE BOARD: No comments from the board were made at the end of the meeting.

ADJOURNMENT

Motion to adjourn made by G. Fournier, seconded by P. Kirchoff. Adjourned at 8:14PM



Kevin Osbourne, Parks Chairman
Alpena County Parks & Recreation Commission

jo



Down The Road Roofing LLC
170 S. North St.
Alpena, MI 49707
989-884-1946

OSBORNE
Kevin Osborne
720 W. Chisholm St.
Alpena, MI 49707
989-255-1675

Project Address:
14600 Sunken Lake Park Rd.
Posen, MI 49776

MI License # 252200059
General Liability Ins. – CSU Producer
Workers Comp Ins – LibertyMutual
Auto Ins – Auto Owners

Roofing Contract

In consideration of the following payments to be made by Kevin Osborne and payable to Down The Road Roofing. We, Down The Road Roofing, hereby propose to furnish labor and materials – complete in accordance with the specifications below. The parties involved hereby agree as follows;

Down The Road Roofing will furnish all permits, labor, materials, equipment, tools, transportation and services necessary for, and incidental to, the proper installation and completion of a dimensional roof on the project named above. This work will include removing and disposing of existing roofing; installing underlayment; installing new flashings as needed specified below; and installing new roofing shingles to cover the entire roof area to leave a very long-term weatherproof roof.

Scope of Work:

1. Strip 26 square roof(s) of 5/12 pitch and 1 layer(s) down to the roof decking.
2. All debris shall be removed from roof and ground and disposed of at an approved landfill via dumpster/trailer. Magnets will be used to assist in our clean-up of nails.
3. Boards and tarps will be used to help protect the home from damage during the tear off if needed.
4. Installation of new drip edge along rakes and eaves in estimated 290 feet and in the color of Brown.
5. Installation of ice and water shield 6 feet up from the roof's edge. Synthetic felt underlayment will be used for the remainder of the open roof. Low-slope roof replacement under 3/12 pitch will need to be solid ice guard. Roof pitches over 8/12 pitch will also need ice guard up the rakes edge perimeter. All roofing work shall be executed such that the building is protected from water penetration.

6. Installation of new CertainTeed Landmark shingles. Homeowners color choice of (XX) Shingles will be installed in strict accordance with the manufacturer's specifications and shall be fastened with a standard 5 nails per shingle, using 1.25-inch coil nails. *[Note: In high wind areas or steeper roofs we may use 6 nails per shingle to hold better, and for a longer duration through the elements. If the roof has a cathedral style ceiling, 1" nails will be used, we will use 6 nails per shingle at this time also.]*
7. Replace or re-use flashcards where present where a roof meets a wall and pan flashing where a face wall meets a lower roof. An estimation of 50 feet of wall flashing. 0 estimated feet of pan flashing. The chimney is to be removed below the roof decking and sheeting replaced. All debris will be disposed of. Additional costs in the amount of \$3,400 will be included in the end total for this portion of the project.
8. 2 new pipe flashings will be installed around pipe stacks.
9. 0 feet of valleys shall be shingled using a California gauge to channel the flow of water.
10. The ridge shall be cut for proper ventilation. Installation of a ridge vent can cap system. Estimated 0 feet of ridge vent. This will provide the maximum intake ventilation for the full attic ventilation system. Unless it is illogical and can vents are to be used. 6 can vents are to be used instead for ventilation. Installation of the manufacturer's pre-made hip and ridge material (caps). Hip and ridge rows will be run straight and shall be installed according to the manufacturer's instructions. A total of 80 feet of cap.

All gutters will be cleaned of all existing and new debris to the best of our ability. The homeowner is asked to supply electrical power if needed. All material is guaranteed to be as specified. Homeowners are also asked to have the yard maintained to better assist in the quality of our ground clean up from debris, as well as nails. Magnets assist in the cleanup of 90% of the nails. All work is to be completed in a manner according to the standard practices. Any alteration or deviation from the above specifications involving extra costs will be charged accordingly. We are not responsible for roof leaks in areas other than those worked on. Under no circumstances is Down The Road Roofing responsible for existing damage to a building, its contents, or roof deck. Additional charges may be applied for any bad wood replacement at the cost of \$65 per sheet and/or \$5 per foot if 1x board is necessary. Material cost and labor are included in the said price. The decking will be replaced to meet or exceed building code requirements. The customer will be contacted and advised in advance before any additional charges may be applied to be in agreement and understanding if an unknown and unseen issue may occur.

Scheduling:

Roof installation is scheduled to start on July 22, 2024. Weather permitting. If for any other reason that is out of our control, it does not constitute abandonment and may change the start of the said contract. The customer will be notified in advance of a re-scheduled date and time.

Permits:

We will comply with all local requirements for building permits and inspections. The Contractor shall apply for and obtain such permits and regulatory approvals as may be required. The cost shall be included as part of the project price and within the bid estimate.

Terms of Payment:

The customer agrees to half (50%) of the total cost to be paid at the signing of this contract payable to Down The Road Roofing in the amount of \$8,536. The remaining (50%) in the amount of \$8,536 shall be paid and due at the end of the day on which the job is completed.

Change Order:

Any alteration or deviation from these specifications after the date of this signed contract resulting in extra costs will be executed only upon written orders in a change order form and will become an extra charge over and above the original estimate.

Our Guarantee/Warranty:

Contractor warrants that the work has been carried out in a workmanlike and timely manner, guaranteeing that the materials and labor will remain free from defects for a minimum period of two (2) years, such warranty to commence upon payment in full for the work authorized and shall start upon the date of completion. Such a warranty does not include damage caused by the owner, its agents, employees, representatives, or any other contractor hired by the owner, lightning, winds in excess of 50 mph, ice dams, tornados, hailstorms, or other acts of nature. The warranty limits are as follows:

1. To the construction work that has not been altered, defaced, or had repairs made by others.
2. The contractor must be notified within 10 days of the first sign of a defect by the owner.
3. The contractor shall be given the first opportunity to make the repairs, replacements and /or corrections to the defective construction at no cost to the owner.
4. Under no circumstances shall the contractor be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary, or consequential damages of any nature arising out of the use or inability to use because of a construction defect.

By state law, the homeowner has up to 3 days from the date of this contract to cancel for any reason without cause and for a full refund without penalty.

[This contract is signed below to confirm that the deposit was received, and a date has been set for scheduling.]

Customer/Homeowner:

Print: KEVIN OSBOURNE

Date: 7-23-24

Signature: Kevin Osbourne
PARKS & REC. CHAIRMAN

Contractor/Business Owner:

Print: _____

Signature: _____

A final copy of this contract shall be mailed to the owner upon completion of the project and after all signatures and payments are final.

Date of Completion: _____

Paid in Full:

Customer/Homeowner:

Signature: _____

Contractor/Business Owner:

Signature: _____



Alpena County Board of Commissioners
720 W. Chisholm Street, Suite #7
Alpena, MI 49707

#2

Volunteer Waiver

The County of Alpena encourages and supports volunteers. As a volunteer, I have an important role in providing services and programs to the public. I want to work as a volunteer for the County of Alpena which appoints people like me to serve and to help the County. While I am serving as a volunteer, I have the same immunity from civil liability under Michigan law as an employee of the County of Alpena. After becoming a volunteer, the County of Alpena will provide me with support, supervision, training, and supplies for me to accomplish my assigned tasks. Therefore, I do freely, voluntarily, and without duress, execute this Release and acknowledge the following terms:

1. **Waiver and Release.** I hereby release, waive, discharge and covenant not to sue the County of Alpena, its departments, officers, employees and agents, from any and all liability to me, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in my death in reference to the activities authorized in my work as a volunteer. I hereby covenant and agree to indemnify and save harmless, the County of Alpena, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to the activities authorized in my work as a volunteer.
2. **Medical treatment.** I release and discharge Alpena County from any claim that arises or may arise due to any first aid, medical treatment, or service rendered to me. I understand that I may not be entitled to workers' compensation.
3. **Assumption of risk.** I understand that my work for the County of Alpena may include activities that may be hazardous. I assume the risk of injury or harm in those activities I choose to do and release the County of Alpena from all liability for injury, illness, death, or property damage occurring from my work for the County of Alpena.
4. **Insurance.** The County of Alpena does not have responsibility for providing any health, medical or disability insurance coverage for me. IT IS MY RESPONSIBILITY AS A VOLUNTEER TO ENSURE I HAVE MEDICAL/HEALTH INSURANCE.
5. **Background check.** I understand that a criminal history check may be obtained prior to my appointment as a volunteer. My signature below certifies that I agree to a criminal history check and agree to provide the County of Alpena with my date of birth.
6. **Discrimination laws.** I agree to follow Alpena County's policy, along with state and federal laws that forbid discrimination in employment, education, housing, public accommodation, law enforcement or public service based on a person's religion, race, color, national origin, age, sex, marital status, height, weight, or disability.
7. **Other.** I agree that this Release is intended to be as broad and inclusive as permitted by the laws of Michigan, and that this Release is governed by and



Alpena County Board of Commissioners
720 W. Chisholm Street, Suite #7
Alpena, MI 49707

will be interpreted according to the laws of Michigan. I understand that should any part of this Release be ruled invalid by a court, the other parts will remain valid and continue to be in effect.

Volunteer

Name (printed)

Signature

Date

#3

DATE

Friends of Sunken Lake Park
P.O. Box 346
Hillman, MI 49746

Dear Friends of Sunken Lake Park:

The Alpena County Parks & Recreation Commission would like to extend our sincere thank you for your generous donations of 1 Dominity Tankless Water Heater Propane for the Cook Shack, materials paid for metal roof for Cook Shack, 2 Culinary 3-burner 30-inch with hood and 1 4-burner liquid propane flat top grill and 1 fire disc cooker with cover and wind screen, 3 5' Yard Swings for swim area and for playground area with old ones going to day park, cedar split rail fences with corner posts to replace broken fence around swim area and horse shoe pit, 2 mini refrigerators for bunk house, 2 outdoor charcoal grills for camping and cookouts for bunk house, as well as your time, for Sunken Lake Park.

Your generous donations have allowed us to have a Cook Shack, Yard Swings, and a nice split Rail Fence for Sunken Lake Park. We are continuously working to improve our treasured parks and your donations are very much appreciated.

Thank you,

Kevin Osbourne, Chairperson
Alpena County Parks & Recreation Commission

llb

#4

INVOICE

Prime Results LLC
235 Tawas St
Alpena, Michigan 49707

primeresults@gmail.com
+1 (701) 550-6598



Bill to
wes wilder
wes wilder

Ship to
wes wilder
alpena mi 49707

Invoice details

Invoice no.: 10864
Terms: Net 30
Invoice date: 06/02/2024
Due date: 07/02/2024

MAWNING HILL
PARK

Kevin Osborne
07-08-2024
208-760-700-000

#	Date	Product or service	Description	Qty	Rate	Amount
1.		asphalt	paving 82 ton of asphalt 4060 sq ft	2030	\$3.00	\$6,090.00
2.		setting grade	heavy grading 4060 sq ft	2030	\$0.55	\$1,116.50
3.		removal of debris	use of skid steer and dump truck to remove sand and top soil 4060 sq ft	2030	\$0.9926108	\$2,015.00

Subtotal \$9,221.50
Sales tax \$120.90
Total \$9,342.40

Ways to pay



payment options check, money order, bank transfer and credit cards
checks made payable to
prime results llc
235 tawas st alpena mi 49707

Pay online

50%
down
payment

ESTIMATE

PRIME RESULTS LLC

235 TAWAS STREET

ALPENA, MI 49707

PHONE: 7015506598

Email: PRIMERESULTSLLC@GMAIL.COM

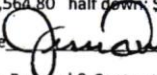
Prepared for

MANNING HILL PARK, LACHINE MI 49753

New Asphalt Pavement

The area under consideration for new asphalt surface comprises approx. 43,534 square feet. All areas will be barricaded before, during and after this project. In order to make sure that new surface meets and maintains proper drainage we will profile grade to an even depth of 2 1/2 inch as needed. This type of grading is performed when drainage is tight and changing the existing grade elevation may impede the flow of water. All surfaces to be paved will be cleaned of loose materials. Our firm will machine install 3 inches of compacted thickness asphalt. With all work being completed in 1-5 days.

Total Price: \$16,564.80 half down; \$9,342.40 required with sign contract

Auth / Signature  JESSE OSMOND
ALPENA CO. ADMIN

Authorization to Proceed & Contract

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in the this proposal/contract it must be in a new contract or added to this contract.

Please see all attachments for special conditions that may pertain to aspects of this project.

Acceptance We agree to pay the total sum or balance in full 30 days after the completion of work. Down payment of one half (1/2) of total cost due at signing of contract. Remaining balance to be paid upon completion of work. Unpaid balances 30 days after the completion of work are considered in default and are subject to collection activities up to and including interest charges and lien action. Any questions, concerns, or billing requirements must be stated PRIOR to us beginning work. I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options. Terms & Conditions Contract Terms & Conditions Asphalt Guarantee: Fully covering labor, and materials against breakup for a period of 1 year. Any request made to "Prime Results LLC" by the owner, general contractor or their respective authorized supervisory employees to overlook the standard practices and procedures previously stated in these conditions will automatically negate any guarantee of material or workmanship whether such guarantee is written, implied or orally stated. Guarantee does not cover markings from sharp pointed objects, power steering created tire marks, or

ESTIMATE

drippings from solvents and gas. Guarantee does not cover heaving of asphalt, subgrade failure, settling or expansion cracks due to freeze thaw weather cycle or tree roots. Asphalt is a machine laid surface which has seams that are sometimes noticeable. The surface texture of hand laid areas may not be uniform to machine laid areas, due to hand raking. "Prime Results LLC" shall not be liable for water ponding or retention in surrounding areas of patching due to current grades or construction method chosen. Guarantee does not cover damage caused by acts of third parties.

Terms: Terms are as stated above.

Payment: One-half down payment due with signed contract, and final payment is due upon completion. 2.5% per month interest will apply to all past due amounts. Upon default of payments, or in the performance of its obligations, Prime Results LLC shall have all the rights and remedies of a secured party after default, in addition to all other rights provided by contract, and by operation of law. Customer agrees to pay Prime Results LLC, in addition to the interest on overdue sums due, reasonable attorney's costs, court costs, and other expenses of Prime Results LLC incurred in enforcing Prime Results LLC's rights

All payment terms are subject to credit approval. Warranty is valid only if payments PRICE is based on specifications and estimates as shown on the "Proposal & Agreement". Field measurements may be made when the job is completed and any changes of specifications, areas, tonnage, or gallons will correspondingly change the completed price. One mobilization charge is included in price, unless stated on the "Proposal & Agreement". Additional mobilization charges will be at the rate set forth in agreed upon change order which is made part and parcel of these conditions and "Proposal & Agreement".

ADDITIONAL CHARGES may become necessary if permit(s), extra equipment time, extra materials, or extra labor would become necessary to complete this job, if subgrade is not up to acceptable specifications or requirements or if extra services and/or materials are requested in writing by the owner or general contractor of their respective authorized supervisory employees. Prime Results LLC shall not be held liable for damage to surrounding areas of driveway or parking lot due to poor subgrade, moisture, or other unforeseen circumstance. Additional charges would be in accordance with the agreed upon change order which is made part and parcel of these conditions and "Proposal & Agreement". Prime Results LLC reserves the right to refuse additional equipment time, extra materials or extra labor if it would interfere with advanced scheduling with other customers with whom previous commitments had already been extended.

Conditions: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are contracted to do the work as specified and the stated payment terms are acceptable. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner in accordance to standard construction practices. Any deviation from this proposal or extra work will be executed only upon owner or owners agent orders and may become an extra charge over and above this agreement. All agreements are contingent upon delays beyond our control. Property owner to carry fire, tornado and any other necessary insurance. We do not guarantee against pavement cracking from weather cycles

ESTIMATE

and water ponding or retention due to pre-existing grade conditions. We cannot guarantee drainage or against water ponding on new asphalt without adequate slope. In flat areas water will not drain unless there is more than 1-1/2" of fall per 10 feet. Prime Results LLC shall not be liable for damage to adjoining concrete flat work by asphalt installation equipment during standard construction procedures. Proposal excludes the following unless otherwise stated in the proposal: Permits, Excavation, Staking, Material Testing, Sod Restoration & Landscaping, Manhole/Catch Basin/Gate Valve Adjustments or Repairs, Vegetation Removal, SAC/WAC Charges, De-watering. You authorize Prime Results LLC to perform a credit investigation and /or obtain credit reports from credit reporting agencies.

notice Of Lien: Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions

Customer Initial JO

Date 6/27/24

Paving Commercial | Owner Responsibility & Conditions

project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. Driving on Surface: Once you start driving on paved/sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident, no worries in time they will blend in with surrounding surface.

Warranty & Conditions

All work will be warranted for a period of (1) one year from date of installation on materials and workmanship, except cracks and sealcoating. All material guaranteed to be installed exactly as specified. Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur. Any necessary permits or permit fees are owners' responsibility. NOTE: This proposal may be withdrawn by us if not accepted within 30 days. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, layout engineering, testing, etc. are excluded. If, after being made aware of undesirable sub-base or base coarse conditions, the owner or owner agent insists on the installation of any part of the pavement without authorizing corrective action, our firm will not be responsible for any subsequent pavement failures, and will be paid as stated in the contract. Our firm shall not be liable for any failure to undertake or complete the work for causes beyond our control. Unless weekend work is clearly identified in the proposal, price is for work to be completed during the week (Monday-Friday). Night or weekend work available at additional cost. Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference. Existing Surface: The existing surface will be expected to support the weight of all

ESTIMATE

required construction equipment. In the event that due to poor sub-grade conditions sinking may occur when we drive onto your site, Our firm will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment. Our firm assumes no liability for damage to any utilities such as but not limited to gas, electric, plumbing, phone, cable, dog fencing, sprinklers, culvert pipes, etc.

A down payment should be made upon arrival of work approx 50% of total proposal. Final Payment to be made on completion of work. It is understood that all Invoices are due upon receipt Accounts over 30 days are subject to 1.8% finance charge (Annual Charge of 21.6%) and cost incurred to collect past due amounts including, any court cost attorneys fees and collection fees will be added to account. All bids are based on cost of material and labor, and are good for 30 days. Should the cost of material go up our bids will be adjusted to meet those Changes. The Above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as agreed upon.


signature JESSE OSMER
ALPENA C. ADMIN.