

American Asphalt Paving Est. 1979

PROPOSAL

Date:

3/6/2025

Project: ASPHALT REPAIR

Southfield School District ATTN: Joe

Southfield, MI

Scope of Work:

The following work is based on the following work description and qualifications dated 3/6/2025:

Southfield Regional Academic Campus SRAC- 21705 Evergreen Rd.

- 1. Power clean approx. 15 potholes to prepare for repair throughout the parking lot
- 2. Install Commercial Grade UPM asphalt material into prepped areas.
- 3. Compact UPM asphalt repair material as required.
- 4. Clean up and remove all American Asphalt related debris.
- 5. Power clean and blow off the areas to be striped.
- 6. Re-stripe the existing lines in parking lot.

TOTAL COST FOR ASPHALT REPAIR, CLEANING, AND STRIPING: \$6,200.00

Vandenburg Elementary School - 16100 Edwards Ave.

- 1. Power clean and blow off the areas to be striped.
- 2. Re-stripe the existing lines in parking lot.

TOTAL COST FOR CLEANING AND STRIPING: \$4,950.00

Adlai Stevenson Elementary School - 27777 Lasher Rd.

- 1. Power clean and blow off the areas to be striped.
- 2. Re-stripe the existing lines in parking lot.
 - *** Does Not include Rear Parking Lot where there is Active Construction***

TOTAL COST FOR CLEANING AND STRIPING: \$4,950.00

TOTAL COST FOR GROUP 1 SCHOOLS: \$16,100.00

Acceptance Signature:	D-1-
The signatory represents they are the Owner and/or a duly authorized representative of herein with contractual authority to bind contractor with respect to Services and/or the	Date: of the project and/or premises described Work described herein.

American Asphalt Paving | 1070 Livernois Troy, MI 48083 | Office: (248) 879-5900



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Est. 1979

PROPOSAL

Southfield High School for Arts and Technology - 24675 Lasher Rd.

- 1. Power clean and prepare approx. 125 potholes and multiple areas in entrance drive off 10 mile.
- 2. Prepare sidewalk corner near John W English uilding for asphalt repair.
- 3. Install Commercial Grade UPM asphalt material into prepped areas.
- 4. Compact UPM asphalt repair material as required.
- 5. Install temporary path from us parking lot to sidewalk with 31AA crushed concrete.
- 6. Clean up and remove all American Asphalt related debris.

TOTAL COST FOR A OVE DESCRI ED WORK: \$14,875.00

Thompson - 16300 Lincoln Dr

- 1. Power clean approx. 65 potholes to prepare for asphalt repair.
- 2. Install Commercial Grade UPM asphalt material into prepped areas.
- 3. Compact UPM asphalt repair material as required.
- 4. Clean up and remove all American Asphalt related debris.

TOTAL COST FOR ASPHALT REPAIR: \$5,525.00

University High School - 19301 W 12 Mile Rd.

- 1. Power clean potholes to prepare for asphalt repair in the following areas (EXCLUDES WEST PARKING LOT)
 - a. West Entrance Road Approx. 125 Potholes \$10,625.00
 - b. Rear/South Parking lots and Roadway Approx. 50 Potholes \$4,250.00
 - c. North Front Circle, North Roadway, East Roadway- Approx. 50 Potholes \$4,250.00
- 2. Install Commercial Grade UPM asphalt material into prepped areas.
- 3. Compact UPM asphalt repair material as required.
- 4. Clean up and remove all American Asphalt related debris.

TOTAL COST FOR ASPHALT REPAIR: \$19,125.00

irney- 27225 Evergreen Rd.

- 1. Power clean approx. 30 potholes to prepare for asphalt repair.
- 2. Install Commercial Grade UPM asphalt material into prepped areas.
- 3. Compact UPM asphalt repair material as required.
- 4. Clean up and remove all American Asphalt related debris.

TOTAL COST FOR ASPHALT REPAIR: \$2,550.00

TOTAL COST FOR GROUP 2 SCHOOLS: \$42,075.00

The signatory represents they are the Owner and/or a duly authorized representative of the project and/or premises described herein with contractual authority to bind contractor with respect to Services and/or the Work described herein.

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The following items are Qualifications & Conditions to American Asphalt Paving's proposal:

Contractual Agreement

This finalized contract ("Contract") represents the entire agreement between American Asphalt ("Contractor") and the client ("Client") named within the document. This Contract supersedes all prior negotiations, representations, or agreements, either written or oral.

Scope of Services
The services to be provided under this Contract are exclusively detailed in the attached documents. No verbal or written commitments outside of this finalized Contract will be honored unless an amendment is signed by both parties.

Compliance with Laws

American Asphalt will perform all services under this Contract in accordance with applicable federal, state, and local laws, ordinances, regulations, and codes. The Client is responsible for ensuring that the project and any related tasks comply with all such legal requirements. The Client is responsible for any permits that are required.

Limitation of Liability

American Asphalt shall not be liable for any Indirect, special, incidental, consequential, or punitive damages, including but not limited to loss of profits or revenue, loss of data, or business interruption, arising out of or related to the services provided under this Contract. This limitation will apply even if American Asphalt has been advised of the possibility of such damages. American Asphait has been advised of the possibility or such damages.

Specific Exclusions: Notwithstanding any other provision in this Contract, the Contractor shall not be liable for any problems, damages, or losses that may arise as a result of conditions existing prior to the services provided under this Contract. This includes, but is not limited to:

Subsurface, underground, or latent physical conditions at the site that were not disclosed by the Client or reasonably discoverable by the

Structural deficiencies or pre-existing damage in or around the parking lot area that are not attributable to the Contractor's work.

Any damages resulting from third-party actions or inactions that are not under the control of the Contractor. Unforeseeable circumstances or conditions that were not disclosed by the Client or could not have been reasonably predicted by both the Contractor and the Client.

Client's Duty to Disclose: The Client is responsible for disclosing any known issues or potential risks associated with the parking lot prior to the commencement of work, including but not limited to previous repairs, known subsurface problems, and drainage issues.

The Contractor reserves the right to use subcontractors to complete all or part of the services required under this Contract. The decision to employ subcontractors rests solely with the Contractor as deemed necessary to fulfill the obligations of the Contract efficiently and effectively.

 No Liability for Subcontractors: The Client agrees that the Contractor is not liable for the independent actions of subcontractors. The Contractor had been described accountable for any direct infractions or regulatory non-compliance committed by the subcontractor. In a contractor indemnification for Subcontractor Actions: The Client agrees to indemnify, hold harmless, and defend the Contractor against any claims or

liabilities that arise from the work of subcontractors, except in cases of gross negligence.

Indemnification

The Client agrees to Indemnify, defend, and hold harmless American Asphalt, its officers, directors, employees, agents, and affiliates from and against any claims, liabilities, damages, losses, and expenses, including, but not limited to, reasonable attorney fees and costs, arising out of or in any way connected with the Client's violation of this Contract or applicable laws.

No Warranty

Except as expressly provided in this Contract, American Asphalt makes no warranties, express or implied, as to the workmanship, performance, quality, or durability of the services provided and disclaims any implied warranties, including warranties of merchantability or fitness for a particular

Force Majeure
American Asphat will not be liable or responsible to the Client, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication

Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of

Any disputes arising out of or related to this Contract shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association, and the decision of the arbitrator(s) shall be final and binding on all parties.

This Proposal is valid for 14 days.

Acceptance Signature: The signatory represents they are the Owner and/or a duly authorized representative of the project and/or premise contractual authority to bind contractor with respect to Services and/or the Work described herein.	Date:_ s described herein with
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American Asphalt Paving

PROPOSAL

Date:

3/12/2025

Project: ASPHALT REPAIR

Southfield School District ATTN: Joe

Southfield, MI

<u>Scope of Work:</u>
The following work is based on the following work description and qualifications dated 3/12/2025:

Thompson - 16300 Lincoln Dr

- 1. Power clean and blow off the areas to be striped.
- $2. \ \ \text{Re-stripe the existing lines in parking lot}.$

TOTAL COST FOR CLEANING AND STRIPING: \$4,850.00

Acceptance Signature:	Date
The signatory represents they are the Owner and/or a duly authorized representative of herein with contractual authority to bind contractor with respect to Services and/or the W	Date: the project and/or premises described
and/or the w	Vork described herein

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