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 National Women Business Owners Corporation



**Sommerset
Paving**

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3% convenience fee for credit
 card/digital transactions

"Building the Roads that Bring You Home"

PROPOSAL/CONTRACT (Our business is based on referrals, please ask for our list)

Name of Business: Village of Pinckney	Date: May 10, 2025 Quote No: 20906
Customer/Contact Name: Dustin Moma	Estimator: Matt Fisher
Address: 220 South Howell Pinckney, MI 48169	Home Phone:
Email: d.moma@villageofpinckney.org	Cell: 1-616-293-1962 Work:
Job address if different from above: Location 150 S. Howell Street	

WE HEREBY SUBMIT A PROPOSAL FOR THE FOLLOWING WORK:

DESCRIPTION	AMOUNT
Location 150 S. Howell Street Total Area 23,000 sq.ft. Clean existing asphalt. Fill 4,000 L.F. of cracks with hot rubber. Apply two coats of asphalt sealer. Paint stripe top match existing. Total Bid Amount \$8,160.00	\$8,160.00

Scope of work and prices exclude: permits, bonds, testing or inspection fees, engineering survey staking or layout, soil erosion controls, liability for damages to overhanging tree limbs, storm sewers or downspout roof conductor work, liability for damages to private utilities not staked by Miss Dig (i.e. sprinklers, electrical wiring, etc.), landscaping restoration.

11. Exclusions from Limited Warranty. Sommerset is not responsible for, and does not warrant, the following: (a) normal wear and tear; (b) damage to lawns and landscaping; (c) damage to underground piping, including lawn irrigation systems; (d) damage caused by snow plowing; (e) abnormal conditions of use, accidents, or damage by abrasive chemicals; (f) reproduction cracks, the reflection of expansion joints, or other similar cracks, which may occur when asphalt is placed over concrete, break, earlier asphalt or other surfaces; damage/cracks incurred immediately after asphalt or concrete installation or later, due to acts of nature -- Sommerset Paving has no control over pre-existing conditions of weeds and/or tree roots that are underneath the driveway surface or nearby and it is not our responsibility to repair any resulting issues; (g) cracking along the edges of asphalt pavement, where asphalt is the weakest; (h) cracking along the edges of concrete caused by shrinkage, thermal contraction and sub-grade settlement; (i) hairline cracks in any concrete or asphalt that may occur at any time; (j) sluggish runoff of surface water or rain water or "birdbath" puddles on completed pavement where the slope is less than 1% (k) power steering marks or tire impressions do not affect the integrity of asphalt installations, they will not be addressed by Sommerset Paving; (l) driveway approach and city sidewalk are not included in contract unless otherwise specified under scope of work; (m) any depression formed after paving that is less than 1/10th of an inch is not repairable, these depressions can be formed from repeatedly parking in the same place, power steering marks, etc., also any depression that does not hold water for more than 24 hours after a rain will not be addressed; (n) if sub-base fails proof roll, owner must choose between repairing the issue, or acknowledging that it is present in writing and forfeiting any and all warranties; (o) Sommerset Paving does not provide undercutting or the back fill of undercut areas, or the backfill and seeding of new curbs, walkways, driveways, or streets, or landscape or irrigation restoration, or underground piping (any work not specifically described in our proposal), Sommerset Paving recommends but does not provide the service of back filling and seeding along the edges of your driveway after it's been replaced, this helps to prevent edge cracking; (p) depressions in the edge of a driveway due to vehicles or delivery trucks driving off edge are excluded; (q) any permits, bonds, inspection fees required are the customer's responsibility unless otherwise stated in the contract; (r) handling or disposal of hidden or contaminated debris, or dumpsite charges are excluded.

12. Asphalt Material. The current supply of 1100T from the asphalt manufacturing facilities is extremely rocky and rough. Sommerset now uses 36A instead of 1100T in the finishing course. 36A is slightly more expensive but the result increases customer satisfaction.

13. Hand Work. Areas that require hand work bring aggregate to the surface as they cannot be applied by the paver or compacted by a roller. Asphalt is made up of 95% aggregate and 5% asphalt emulsion that binds the aggregate together. Therefore rocks exist in pavement.

14. Dispute Resolution. At the sole discretion and election of Sommerset, any claim or controversy arising out of this Agreement or relating to the foregoing warranty, or the alleged breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, latest edition, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Customer agrees that the most convenient forum for arbitration is in Washtenaw County, Michigan and that if Sommerset elects to arbitrate a claim or controversy relating to this Agreement, that the arbitration shall be conducted in Washtenaw County, Michigan.

15. Choice of Law. This Agreement, and any arbitration conducted pursuant to this Agreement, shall be construed, interpreted and enforced in all respects in accordance with the substantive laws of the State of Michigan, without regard to conflict or choice of law principles. Customer and Sommerset agree that the State of Michigan has the most significant relationship to this Agreement.

16. No Waiver. Sommerset's failure to enforce any right it may have under the terms and conditions hereof shall not constitute a waiver of such right nor shall such failure or failures be deemed to establish any custom or usage.

17. General. (a) Should any of the terms and provisions of Customer's order be in any way inconsistent with these terms and conditions, the Customer's order shall not be binding on Sommerset and shall not be considered applicable to this Agreement; (b) No waiver, alteration, or modification of this Agreement shall be binding unless in writing and signed by an officer of Sommerset at its offices in Ann Arbor, Michigan; (c) This Agreement constitutes the entire understanding of the parties and supersedes any prior proposal or agreement, and shall not be modified, amended or revoked except in writing executed by an authorized representative of Sommerset.

ACCEPTANCE OF PROPOSAL

All materials and labor are guaranteed for 1 year from date of completion. Please allow 24 hours after asphalt paving before driving or walking on the surface. For concrete, allow 10 days for it to cure before driving or walking on it. Sommerset Paving Companies is not responsible for the appearance of hairline cracks or any weed control. It is our recommendation that you have your new asphalt seal coated 1 year from resurfacing, then every 2-3 years thereafter. It is the customer's responsibility to read and understand all terms and conditions. The above prices, specifications and conditions are satisfactory and accepted. I hereby authorize you to do the above specified work. Payment will be made as outlined in payment terms.

We propose hereby to furnish materials and labor according to the above specifications and attached Terms and Conditions (Rev'd 11/20) for the sum of:

\$8,160.00

Signature of authorized property owner or manager: _____

Date: _____

Sommerset Paving Companies Signature: _____

James A. Pomiano

Date: May 10, 2025