

Ludington Board of Education  
Public Meeting Notice

Please Post

Mission: The Ludington Area School District, in partnership with parents and community, will educate and empower students to adapt and succeed in their future.

**BUILDING & SITE COMMITTEE**

Date: October 14, 2022

Time: 7:00 a.m.

Place: Ludington Area School District Administration Office  
809 East Tinkham Avenue, Ludington, Michigan

- 1) CALL TO ORDER & ROLL CALL
- 2) CITIZEN PARTICIPATION
- 3) AGENDA MODIFICATION
- 4) DISCUSSION ITEMS
  - a) Safety Assessment
  - b) Construction Update
  - c) Insurance Covering Power Outage Damage
  - d) 510 Sixth Street Property
  - e) Transportation Fuel Paving
  - f) Updates from Other Committees
- 5) OTHER ITEMS OF BUSINESS AND ANNOUNCEMENTS
- 6) ADJOURNMENT

This is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. Official minutes of the Ludington Board of Education are available for public inspection during normal business hours at the Board of Education's Central Business Office, 809 E. Tinkham Avenue, Ludington, Michigan, 231-845-7303. The Ludington Area School District is an equal opportunity employer and provider. If you are an individual with a disability who is in need of special accommodations to attend or participate in a public meeting please contact Interim Superintendent Dr. Kyle B. Corlett at 231-845-7303 at least 24 hours prior to the meeting or as soon as possible.

# Memorandum - Office of the Superintendent

TO: Board of Education  
FROM: Dr. Kyle Corlett, Superintendent  
RE: Committee Meeting – Agenda Notes

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## **CITIZEN PARTICIPATION**

### **Review Board Policy 0167.3: Public Participation at Board Meetings**

The Board of Education recognizes the value of public comment on educational issues and the importance of allowing members of the public to express themselves on District matters.

To permit fair and orderly public expression, the Board shall provide a period for public participation at every regular meeting of the Board and publish rules to govern such participation in Board meetings. The rules shall be administered and enforced by the presiding officer of the meeting.

The presiding officer shall be guided by the following rules:

- A. Public participation shall be permitted as indicated on the order of business, or at the discretion of the presiding officer.
- B. Participants must be recognized by the presiding officer and will be requested to preface their comments by an announcement of their name, address, and group affiliation, if and when appropriate.
- C. Each statement made by a participant shall be limited to three (3) minutes duration.
- D. No participant may speak more than once.
- E. Participants shall direct all comments to the Board and not to staff or other participants.
- F. The presiding officer may:
  1. interrupt, warn, or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant;
  2. request any individual to leave the meeting when that person does not observe reasonable decorum;
  3. request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting;
  4. call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action;
  5. waive these rules with the approval of the Board when necessary for the protection of privacy or the administration of the Board's business.
- G. The portion of the meeting during which the participation of the public is invited shall be limited to thirty (30) minutes, but the timeframe will be extended, if necessary, so that no one's right to address the Board will be denied.
- H. Tape or video recordings are permitted. The person operating the recorder should contact the Superintendent prior to the Board meeting to review possible placement of the equipment, and agrees to abide by the following conditions:
  1. No obstructions are created between the Board and the audience.
  2. No interviews are conducted in the meeting room while the Board is in session.
  3. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.
- I. Each Board agenda will include the following statement, "Public participation shall be permitted only as indicated on the order of business."

**Revised:** January 21, 2019

Legal: M.C.L.A. 15.263(4)(5)(6), 380.1808

## **DISCUSSION ITEMS**

### **Safety Assessment**

Attached is information regarding a service to conduct a safety assessment on our buildings, that will be covered by a new grant from the state.

### **Construction Update**

The attached document summarizes the construction work that has been completed so far at LHS and OJ, as well as upcoming work.

### **Insurance Covering Power Outage Damage**

Our insurance provider, SET SEG, will be covering \$17,000 worth of damage caused by the power outage last year that left LHS and OJ without heat.

### **510 Sixth Street Property**

LASD has owned a small lot on 510 Sixth Street for over 10 years now since it was donated from the city to us. It sounds like the city was originally going to use it for a skate park, but once the skate park by Stearns Park was completed, the city donated the property to the school. The school has no use for the property and it would be great for the town if it was developed somehow instead of being left vacant. Attached is an assessment on its value.

### **Transportation Fuel Paving**

Transportation fuel paving quotes are included in the packet that will be discussed for consideration.

### **Updates from Other Committees**

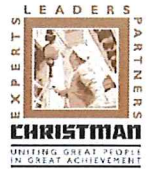
We will review updates from each of the other committees in preparation for the Board meeting on Monday.





# UNDER CONSTRUCTION

## Ludington Area Schools MSHS Additions and Renovations



Project is 2% Complete

### WORK IN PROGRESS

#### This Month

- Continue interior demolition at HS collaboration center
- Start foundations at HS office and classroom additions
- Start grading and underground utilities in HS student parking lot
- Continue interior demolition MS at existing classrooms.
- Sitework to begin at MS addition

#### Next Month

- Establish underground plumbing and electrical in HS
- Begin masonry foundation block and underground utilities at HS additions
- Start foundations at MS classroom additions
- Install curbs at HS student parking lot

### PROJECT MANAGEMENT UPDATE

#### Safety

- This month's Safety Goal focuses on the due diligence tasks involved in preparing for emergencies on our jobsites. It is important to be prepared in the case that an emergency breaks out.

#### Schedule

- The project is on schedule

#### Other Progress

- Oriole Field turf and track design in progress. Bidding in December.
- Balance of Oriole Field design in development



HS Student Parking Prep



HS Office and Classroom Site

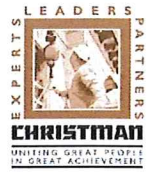


HS office Footing Tie In



# UNDER CONSTRUCTION

## Ludington Area Schools MSHS Additions and Renovations



Footing Tie In



Old Horizons / Athletic Office Demo



Overall Building Site



Horizons Area Demo



Overall Building Site



Athletic office / Horizons Demo



Corlett, Kyle &lt;kcorlett@lasd.net&gt;

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## 510 Sixth St market analysis

2 messages

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**Mary Jo Pung** <mjpung@greenridge.com>  
To: "Corlett, Kyle" <kcorlett@lasd.net>  
Cc: Mary Jo Pung Team <maryjopungteam@gmail.com>

Wed, Sep 28, 2022 at 2:36 PM

Hi Kyle.

Attached is a comparative market analysis for the lot owned by LASD on Sixth St.

In this attachment, you'll find the Assessor's Card, a sketch (from the City of Ludington site) of the property, a map of the comparable sales, screen shots, photos, MLS sheets, and a "net" sheet showing proceeds after seller expenses.

The subject property at 510 Sixth St is mostly concrete, and has several light poles. The property is zoned R2A, which is General Single Family Residential. If one were to build a home on this lot, it would take time and money to prepare the site.

The comparable sales are:

612 Adams St, which was sold in January 2022 for \$16,500 and is a normal city lot of 60'x140'. This lot is grassy and is on a hill.

604 Third St, was sold in January 2022 for \$13,500. This lot is in the middle of a block and is a normal city lot of 60' x 140'

607 Fourth St, is a double corner lot that has a nice landscape with grass and several trees. It sold in April 2022 for \$46,000. If the lots were sold for \$23,000 each, that would make sense, as they are in such a nice setting.

My opinion of price on the lot owned by LASD is in the range of \$12,000 - \$16,000.

If you have any questions, please let me know.

Mary Jo Pung  
Associate Broker  
Greenridge Realty  
231.690.1587

300 S Rath #101  
Ludington, MI 49431


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**From:** Scanner  
**Sent:** Wednesday, September 28, 2022 2:16 PM  
**To:** Mary Jo Pung  
**Subject:** Message from "GREENRIDGE-RATH"

This E-mail was sent from "GREENRIDGE-RATH" (MP C407).

Scan Date: 09.28.2022 14:03:37 (-0400)  
Queries to: [scanner@greenridge.com](mailto:scanner@greenridge.com)

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 **20220928140337487.pdf**  
4968K

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**Corlett, Kyle** <kcorlett@lasd.net>  
To: Mary Jo Pung <mjpung@greenridge.com>

Thu, Sep 29, 2022 at 9:28 AM

Hi Mary Jo,  
This is really helpful! Thanks for getting back to me so quickly. I will bring this info to the board for their approval to move forward. Thanks again

Kyle B. Corlett, Ph.D.  
Superintendent  
**Ludington Area School District**

[Quoted text hidden]





**GREENRIDGE**  
Realty, Inc.

Sales Proceeds for LASD - Sixth St lot  
Prepared by Mary Jo Pung

Sales Price	\$	10,000.00	\$	12,000.00	\$	14,000.00	\$	16,000.00	\$	18,000.00
Title work	\$	425.00	\$	425.00	\$	425.00	\$	425.00	\$	425.00
Transfer Tax (\$8.60/\$1000 - public schools exempt)	\$	-	\$	-	\$	-	\$	-	\$	-
Title Company closing cost (buyer and seller each pay 1/2)	\$	250.00	\$	250.00	\$	250.00	\$	250.00	\$	250.00
Admin fee	\$	195.00	\$	195.00	\$	195.00	\$	195.00	\$	195.00
Buyers side commission	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
Listing Side commission	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
Total	\$	7,130.00	\$	9,130.00	\$	11,130.00	\$	13,130.00	\$	15,130.00



Land Sold Customer Detail Report

607 Lot 9 & 10 4th Street, Ludington, MI 49431

\$46,000



List Number: 22005235  
 Area: MasonOceanaManistee - O  
 Municipality: Ludington  
 Lot Dimensions: 120' x 140'  
 Cross Streets: Grant  
 Waterfront: No

Property Sub-Type: Lot  
 Sub-Area: O51 - Ludington  
 County: Mason

Status: Sold  
 List Price: 51,000  
 List Price/Acre: 130,769.23  
 Sold Price/Acre: 117,948.72  
 Tax ID #: 051-420-009-00  
 Lot Acres: 0.39  
 Lot Square Footage: 16,988  
 Road Frontage: 60

Directions: From Ludington Ave: Go South on Washington Ave, East on 4th St 5 blocks, Both lots on NW corner of Grant intersection.

Legal: ADDITION NO. 2 LOTS 9 & 10 BLOCK 100.  
 Taxable Value: 4,054  
 Annual Property Tax: 167.03  
 School District: Ludington

SEV: 24,000  
 Tax Year: 2021  
 Zoning: Residential

For Tax Year: 100  
 Homestead %: 100  
 Special Assmt/Type: None Known

Assoc. Amenities:	Lot Description:	Buildable; Cleared; Corner Lot; Level	Terms Available:	Cash; Conventional
Assoc. Fee	Mineral	Unknown	Util Avail at Street:	Broadband; Cable; Electric; Natural Gas; Public Sewer; Public Water; Storm Sewer; Telephone
Incl. Auction	Rights:		Utilities	None
Details:	Outbuildings:		Attached:	
Docs at List	Sale	None	Water Fea.	
Office:	Conditions:		Amenities:	
Plat	Street Type:	Paved; Public	Water Type:	
Map	Association		Current Use:	Residential
	Info.:			

Public Remarks: City of Ludington; The Sugar Sand, Lake Michigan Beaches, Gorgeous dunes, parks, trails and hiking paths are calling YOU to come Build your DREAM home/cottage. Beautiful CORNER city lot(s) ready for your perfect house plans. THIS BUILDABLE DOUBLE LOT IN THE CITY OF LUDINGTON - Level, CORNER 120'x140' lot on paved road with all city services available.(public water and sewer, underground utilities and natural gas) Great neighborhood to build your new home within close proximity to downtown district, beaches, multiple Lakes, shopping and NEW SCHOOL COMPLEX. One of the few lots remaining within the city limits.

RP: No

Sold Date: 04/04/2022  
 Sold Price: \$46,000

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*Beautiful double lot on a quiet corner.*

607 Fourth St.



510 SIXTH ST LUDINGTON, MI 49431 (Property Address)

Parcel Number: 051-452-001-00



Item 1 of 3 2 Images / 1 Sketch

Property Owner: LUDINGTON AREA SCHOOLS

Summary Information

> Assessed Value: \$0 | Taxable Value: \$0

> Property Tax information found

Owner and Taxpayer Information

<b>Owner</b>	LUDINGTON AREA SCHOOLS 510 SIXTH ST LUDINGTON, MI 49431	<b>Taxpayer</b>	LUDINGTON AREA SCHOOLS 809 E TINKHAM AVE LUDINGTON, MI 49431
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General Information for Tax Year 2022

<b>Property Class</b>	201 COMMERCIAL-IMPROVED	<b>Unit</b>	051 LUDINGTON
<b>School District</b>	LUDINGTON AREA SCHOOL DIST	<b>Assessed Value</b>	\$0
<b>MAP #</b>	No Data to Display	<b>Taxable Value</b>	\$0
<b>RENTAL UNITS</b>	0	<b>State Equalized Value</b>	\$0
<b>WARD</b>	Not Available	<b>Date of Last Name Change</b>	09/19/2007
<b>CTY COMM DIST</b>	Not Available	<b>Notes</b>	Not Available
<b>Historical District</b>	Not Available	<b>Census Block Group</b>	Not Available
<b>CAROL ANN</b>	Not Available	<b>Exemption</b>	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2022	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0

Land Information

<b>Zoning Code</b>	R2A	<b>Total Acres</b>	0.193
<b>Land Value</b>	\$0	<b>Land Improvements</b>	\$0
<b>Renaissance Zone</b>	No	<b>Renaissance Zone Expiration Date</b>	No Data to Display
<b>ECF Neighborhood</b>	7000 EXEMPT PARCELS	<b>Mortgage Code</b>	No Data to Display
<b>Lot Dimensions/Comments</b>	No Data to Display	<b>Neighborhood Enterprise Zone</b>	No

Lot(s)	Frontage	Depth
Lot 1	60.00 ft	140.00 ft
<b>Total Frontage: 60.00 ft</b>		<b>Average Depth: 140.00 ft</b>

Legal Description

## Land Division Act Information

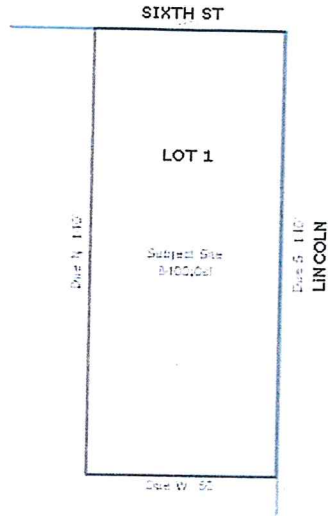
<b>Date of Last Split/Combine</b>	<i>No Data to Display</i>	<b>Number of Splits Left</b>	0
<b>Date Form Filed</b>	<i>No Data to Display</i>	<b>Unallocated Div.s of Parent</b>	0
<b>Date Created</b>	01/01/0001	<b>Unallocated Div.s Transferred</b>	0
<b>Acreage of Parent</b>	0.00	<b>Rights Were Transferred</b>	<i>Not Available</i>
<b>Split Number</b>	0	<b>Courtesy Split</b>	<i>Not Available</i>
<b>Parent Parcel</b>	<i>No Data to Display</i>		

## Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
07/19/2007	\$0.00	QC	LUDINGTON SKATE CLUB	LUDINGTON AREA SCHOOLS	03-ARM'S LENGTH	7R04565
06/30/1999	\$0.00	WD	LUDINGTON AREA SCHOOLS	LUDINGTON SKATE CLUB	33-TO BE DETERMINED	502-343

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# Image/Sketch for Parcel: 051-452-001-00

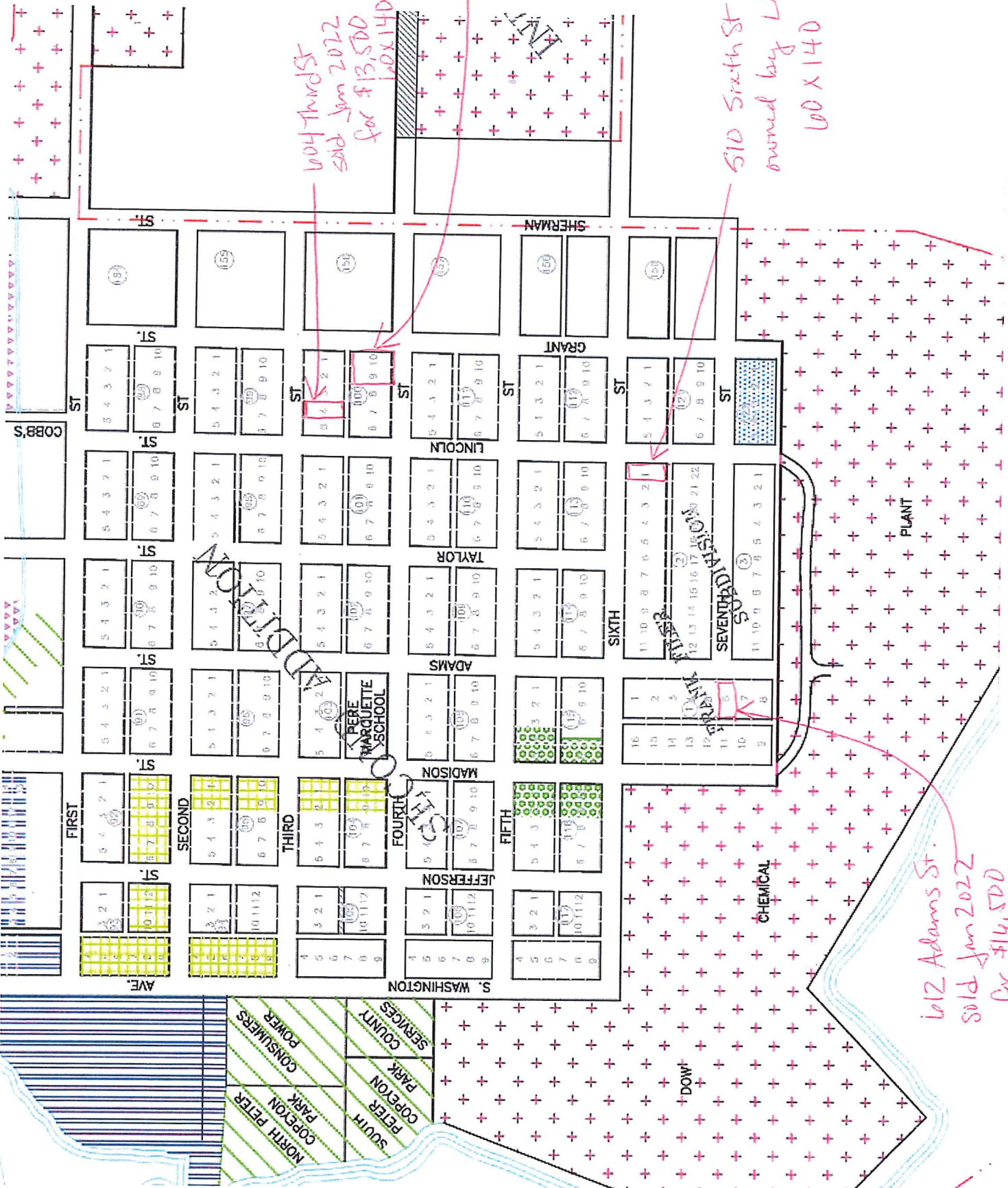


Sketch by Apex Medina™

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**Comparable Sales**



1004 Third St  
sold Jan 2022  
for \$13,500  
100x140

1007 Fourth St  
Double lot w/  
nice trees  
sold for \$46,000  
April 2022  
120x140

510 Sixth St  
owned by LTSD  
100x140

1012 Adams St.  
sold Jan 2022  
for \$14,500  
100x140

ADDITION

NORTH PETER COPERTON PARK  
 SOUTH PETER COPERTON PARK  
 CONSUMERS POWER  
 COUNTY SERVICES

PERE MARQUETTE SCHOOL

SEVENTH ST  
SUBDIVISION

CHEMICAL

PLANT

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12:32

WELLS JOHN B

NELSON FAMILY ENTS LLC

SCHULTZ WILLIAM A

ON **X** HUNT



100 ft

595 ft elevation

Lincoln St

MORKERT BRIAN

CHRIST RA

6th

KRAATZ STACY

KARBOSKE RAYMOND J

LUDINGTON AREA SCHOOLS

KAR W

*510 Sixth St  
Owned by  
LASD*

KADROVACH CASI

BLOUGH REBECCA

Lincoln St

KAR W

Hunt Map Layers

Sat 2D



Offline Maps



My Content



Tools



Tracker

510 Sixth St.  
(L.A.S.D.)



**Land Sold Customer Detail Report**

**604 Third Street, Ludington, MI 49431**

**\$13,500**



**List Number:** 21026952  
**Area:** MasonOceanaManistee - O  
**Municipality:** Ludington  
**Lot Dimensions:** 60 x 140  
**Cross Streets:** Lincoln  
**Waterfront:** No

**Property Sub-Type:** Lot  
**Sub-Area:** O51 - Ludington  
**County:** Mason

**Status:** Sold  
**List Price:** 13,500  
**List Price/Acre:** 71,052.63  
**Sold Price/Acre:** 71,052.63  
**Tax ID #:** 53-051-420-004-00  
**Lot Acres:** 0.1928  
**Lot Square Footage:** 8,400  
**Road Frontage:** 60

**Directions:** Ludington Avenue to Madison, S. to Third Street East to property.

**Legal:** Addition No. 2, Lot 4, Block 100  
**Taxable Value:** 11,040  
**Annual Property Tax:** 653  
**School District:** Ludington

**SEV:** 13,800  
**Tax Year:** 2020  
**Zoning:**

**For Tax Year:** 2021  
**Homestead %:** 0  
**Special Assmt/Type:** None known

<b>Assoc. Amenities:</b>	<b>Lot Description:</b>	Cleared; Sidewalk	<b>Terms Available:</b>	Cash; Conventional
<b>Assoc. Fee Incl.:</b>	<b>Mineral Rights:</b>	No	<b>Util Avail at Street:</b>	Cable; Electric; Natural Gas; Public Sewer; Storm Sewer
<b>Auction Details:</b>	<b>Outbuildings:</b>		<b>Utilities Attached:</b>	Electric
<b>Docs at List Office:</b>	<b>Sale Conditions:</b>	None	<b>Water Fea. Amenities:</b>	
	<b>Street Type:</b>	Paved; Public	<b>Water Type:</b>	
	<b>Association Info.:</b>		<b>Current Use:</b>	

**Public Remarks:** CITY OF LUDINGTON BUILDING SITE! Not many available. 60 x 140 north facing lot on a paved road with all of the city amenities.  
**Exclusive Agency:** Yes **RP:** No

**Sold Date:** 01/12/2022  
**Sold Price:** \$13,500

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Land Sold Customer Detail Report

612 Adams Street, Ludington, MI 49431

\$16,500



List Number: 21116423
Area: MasonOceanaManistee - O
Municipality: Ludington
Lot Dimensions: 60 x 140
Cross Streets: 7th St
Waterfront: No
Water Access Y/N: No

Property Sub-Type: Lot
Sub-Area: O51 - Ludington
County: Mason

Status: Sold
List Price: 19,900
List Price/Acre: 104,736.84
Sold Price/Acre: 86,842.11
Tax ID #: 051-451-006-00
Lot Acres: 0.19
Lot Square Footage: 8,276
Road Frontage: 60

Directions: US-10 to Madison. South on Madison to 6th St. East on 6th Street to Adams. South on Adams to Lot.

Legal: Frank Filer's Subdivision Lot 6 Block 1
Taxable Value: 35,300
Annual Property Tax: 1,430
School District: Ludington

SEV: 35,300
Tax Year: 2020
Zoning:

For Tax Year: 2021
Homestead %: 100
Special Assmt/Type: N/A

Assoc. Amenities: Lot Description: Buildable; Level Terms Available: Cash; Conventional
Assoc. Fee Incl.: Mineral Rights: No Util Avail at Street: Broadband; Cable; Electric; Natural Gas; Public Sewer; Public Water; Telephone
Auction Details: Outbuildings: Utilities Attached: None
Docs at List Office: Sale Conditions: None Water Fea. Amenities:
Street Type: Paved; Public Water Type:
Association Info.: Current Use: Residential

Public Remarks: Building site in Ludington with view of Pere Marquette Lake. This building site has recently had a house removed and ready for your new home.
Exclusive Agency: Yes RP: No

Sold Date: 01/05/2022
Sold Price: \$16,500

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## Memorandum - Ludington Area Schools

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**Tyrone Collins**  
Operations Supervisor

October 11, 2022

Dr. Kyle Corlett:

I have put together two quotes for the Asphalt around the new fuel station for the transportation department listed as follows:

One quote is from Rieth Riley which includes excavating and prepping the gravel base and then finishing with asphalt at approximately 3" thick.

The Price is \$31,700.00

The second quote is from Brian's Superior Sealcoating and the work being provided was spelled out in more detail, however we would still receive excavating and site prep for asphalt and it would include some gravel shoulders for ingress and egress.

The price is \$33,800.00

I have asked both companies to make sure our groundwater has a place to go.

I recommend that the board approve Rieth Riley for the work as the low bidder.

Respectfully,

Tyrone Collins  
Operations Supervisor  
Ludington Area Schools

# RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

Phone: (231)-845-7031 Fax: (231)-845-5621

Address: 5565 w. First St., Ludington, Mi 49431

## PROPOSAL

Reference # **22-179**

Date: 9/30/2022

<b>Job Name:</b> LUDINGTON BUS BARN FUEL PUMP	<b>Job Location:</b> 809 E. TINKHAM AVE.
<b>Proposal Submitted to Customer</b>	<b>Owner Information</b>
<b>Name:</b> Ludington Area Schools	<b>Name:</b>
<b>Address:</b> 809 E. Tinkham Ave., Ludington, MI 49431	<b>Address:</b>
<b>Phone:</b> 231-845-7303 <b>Email:</b>	<b>Phone:</b> <b>Email:</b>

Rieth-Riley Construction Co., Inc. ("Rieth-Riley") submits to Owner/General Contractor ("Customer") this Proposal based on plans and specifications prepared by John Sniegowski and dated 9/26/22 and the following addenda, if any: \_\_\_\_\_.

### Scope of Work

1. Excavate the area as required to provide proper grade and line preparation for a gravel base.
2. Furnish and install 6 inches of gravel to proper line and grade.
3. Furnish and install asphalt base at an approximate rate of 220 lbs. per syd. (2").
4. Furnish and install asphalt surface at an approximate rate of 165 lbs. per syd. (1 ½").
5. Create swale on north edge of asphalt for drainage.

Approximate Area: 4,250 sft  
Total Cost: \$31,700.00

**Owner is responsible for any permits required by the State, County, and Local Authorities.**

\* Owner is responsible for restoration of edges around asphalt.

\* Bonds are not included.

\* A 3% charge will be added to any invoices over \$500.00 when paid by Credit/Debit card.

\* We cannot guarantee that this work will be done this season.

\* Prices are valid for work completed in the 2022 construction season only. Any work performed after November 1, 2022, is subject to a price change.

THIS PROPOSAL SHALL REMAIN VALID ONLY FOR 15 DAYS FROM THE ABOVE PROPOSAL DATE.		SALES TAX INCLUDED: YES
THIS PROPOSAL INCLUDES ALL OF THE STANDARD TERMS & CONDITIONS ENCLOSED WITH THIS PROPOSAL.		RIETH-RILEY CONSTRUCTION CO., INC. By: _____ (John Sniegowski-Project Manager)
<b>ACCEPTANCE OF PROPOSAL</b>		
I (we) have read the above Proposal, INCLUDING THE STANDARD TERMS & CONDITIONS, and hereby accept this Proposal. You are hereby authorized to begin the work as proposed.		
By: _____ (Authorized Signature)	_____	_____
	(Date Signed)	(Printed Name & Title)

## STANDARD TERMS & CONDITIONS OF THIS PROPOSAL

The following terms and conditions are part of this Proposal:

1. The Proposal prices provided herein are based on the current average posted price for asphalt cement as listed in the "Asphalt Weekly Monitor" published by Potent & Partners, Inc. If this average posted price increases at the time Contractor commences performance of the work covered by this Proposal, we reserve the right to adjust the Proposal prices consistent with the change in the price of the asphalt cement.
2. All material is warranted to be as specified. All work is to be completed according to this Proposal and in a workmanlike manner. Unless otherwise provided in this Proposal, Customer, at its expense, shall provide a properly compacted and stable subgrade or subbase (proof rolling or other testing satisfactory to Contractor) upon which any material is to be placed.
3. **OTHER THAN AS EXPRESSLY PROVIDED FOR IN THIS PROPOSAL, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE REMEDY FOR BREACH OF WARRANTY IS LIMITED EXCLUSIVELY TO REMOVAL AND REPLACEMENT OF THE DEFECTIVE WORK. OTHER THAN REMOVAL AND REPLACEMENT, RIETH-RILEY HAS NO OTHER LIABILITY FOR ANY TYPE OF DAMAGE, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.**
4. Any express performance warranty provided in this Proposal shall be waived in the event Customer, either verbally or in writing, directs Contractor to place its paving materials over a subgrade or a subbase the condition of which Rieth-Riley has advised Customer is unacceptable.
5. Contractor will not be liable for delays caused by labor disturbances, weather conditions, acts of God, acts of governmental agencies, accidents, shortages of necessary materials and supplies, or any other cause beyond our control.
6. Any damage to or caused by appurtenances, including but not limited to stumps, buried concrete slabs or footing, septic tanks, sprinkler systems or utilities not specifically described on the plans or accurately marked on the jobsite to make us aware of their exact location and depth, will be the Customer's responsibility; and any extra work involved will become an extra charge over the quoted price.
7. Extra work not included in this Proposal will be performed at the direction of the Customer or his authorized representative. Customer shall promptly issue an appropriate written change order to cover the authorized work.
8. If no sales tax is included in this Proposal, Customer is required to provide a valid sales tax exemption certificate; otherwise, sales tax will be added when completed work is invoiced.
9. Contractor will not proceed with the work as specified in this Proposal until satisfied of the Customer's ability and intent to pay according to the terms outlined herein.
10. **PAYMENT IS DUE UPON CUSTOMER'S RECEIPT OF INVOICES** issued, whether progress or final, for work completed to date. If prompt payment is not received, Contractor will suspend work in progress.
11. Nothing herein contained shall be construed as a waiver or modification of Contractor statutory lien rights, which lien rights Contractor will exercise if payment by Customer is not promptly made.
12. **A SERVICE CHARGE OF 1½% PER MONTH**, which is an annual percentage rate of 18% per annum, will be made on all account balances not paid as provided for herein, together with costs of collection and reasonable attorney fees and expenses.
13. **Customer represents and warrants that there are no hazardous substances or hazardous wastes located on or within the jobsite.** Customer agrees to defend, indemnify, and hold harmless Contractor, its officers, and employees from any type of loss and/or liability, including reasonable attorney fees and expenses, arising from a breach of this representation or warranty or Customer's violation of environmental law, regulation, or policy.
14. The following sentence only applies if the parties intend that their contractual relationship will be governed by a written contract other than this Proposal: This Proposal is submitted subject to entering a written contract, the **terms**, and conditions of which are acceptable to both parties.
15. Rieth Riley Construction Co. Inc. cannot guarantee against ponding water if the pavement slope has less than 1% fall.
16. Reflective cracking may occur when paving over existing asphalt or concrete.

"**LICENSE NO. A1590913** A residential builder or a residential maintenance and alteration contractor is required to be licensed under Article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412. An electrician is required to be licensed under the electrical administrative act, 1956 PA 217, MCL 338.881 to MCL 338.3511 to 338.3569. A Mechanical contractor is required to be licensed under the Forbes mechanical contractors act, 1984 PA 192, MCL 338.971 to 338.988.



PROPOSAL

5756 Pine Creek Road Date: October 11, 2022
Manistee, MI 49660
231-723-6482
service@BriansSuperiorSealcoating.com
www.BriansSuperiorSealcoating.com

Proposal Submitted to:

Tyrone Collins, Operation Supervisor
Ludington Area Schools
89 E. Tinkham Avenue
Ludington, MI 49431
tcollins@lasd.net

Work to be Performed at:

809 E. Tinkham Avenue
Bus Garage
Ludington, MI 49431
Excavate, Grade & Pave

We have proposed to furnish the materials and perform the labor necessary for the completion of:

- 1. Excavate the area as required to provide a proper line and grade in preparation for a limestone base. Dig down 3" and remove approx. 300 sq. ft. of gravel where utility and gas lines run to pole barn. Saw cut an area 3'x60' and remove rubble to meet proper drainage where old asphalt meets concrete. Furnish and install 21AA limestone as needed (220 ton of 21AA) Rubble to be piled and left on site near existing pile of top soil.
2. Furnish and install asphalt with 3 1/4" compacted to 3" one course of asphalt. After paving is completed, install gravel at shoulders where busses ingress/egress.

While we anticipate that there is adequate limestone base, it cannot be determined exactly until old grading is commenced. If additional limestone is required to provide sufficient base cost of same (\$45/ton) will be considered an "Add-On" expense to Ludington Area Schools.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: Thirty-Three Thousand Eight Hundred and No/100 (\$33,800.00) Dollars with payments to be made as follows: Sixteen Thousand Nine Hundred and No/100 (\$16,900.00) Dollars upon acceptance of contract with balance due upon completion of work.

All materials are guaranteed to be as specified. All work is to be completed in a substantial workmanlike manner according to specification submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.. Liability Insurance on above work provided by Brian's Superior Sealcoating, LLC.

Respectfully submitted: Brian Worch

Note: This proposal may be withdrawn by us if not accepted within 30 days.

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: Signature:



## STANDARD TERMS & CONDITIONS OF THIS PROPOSAL

The following terms and conditions are part of this Proposal:

1. The Proposal prices provided herein are based on the current average posted price for asphalt cement as listed in the "Asphalt Weekly Monitor" published by Potent & Partners, Inc. If this average posted price has changed at the time Brian's Superior Sealcoating commences performance of the work covered by this Proposal, we reserve the right to adjust the above Proposal prices consistent with the change in the price of the asphalt cement.
2. All material is warranted to be as specified. All work is to be completed according to this Proposal and in a workmanlike manner. Unless otherwise provided in this Proposal, Customer, at its expense, shall provide a properly compacted and stable subgrade or subbase (proof rolling or other testing satisfactory to Brian's Superior Sealcoating) upon which any material is to be placed.
3. Other than as expressly provided for in the Proposal, Brian's Superior Sealcoating makes no express or implied warranties, including warranties of merchantability or fitness for a particular purpose. Customer's sole remedy for breach of Warranty is limited exclusively to removal and replacement of the defective work. Other than removal and replacement, Brian's Superior Sealcoating has no other liability for any type of damage, whether incidental, consequential or otherwise.
4. Any express performance warranty provided in this Proposal shall be waived in the event Customer, either verbally or in writing, directs Brian's Superior Sealcoating to place its paving materials over a subgrade or a subbase the condition of which Brian's Superior Sealcoating has advised Customer is unacceptable.
5. Brian's Superior Sealcoating will not be liable for delays caused by labor disturbances, weather conditions, acts of God, acts of governmental agencies, accidents, shortages of necessary materials or supplies, or any other cause beyond our control.
6. Any damage to or caused by appurtenances, including but not limited to stumps, buried concrete slabs or footing, septic tanks, sprinkler systems or utilities not specifically described on the plans or accurately marked on the jobsite so as to make us aware of their exact location and depth, will be the Customer's responsibility; and any extra work involved will become an extra charge over the quoted price.
7. Extra work not included in this Proposal will be performed at the direction of the Customer or his authorized representative. Customer shall promptly issue an appropriate written change order to cover the authorized work.
8. Unless otherwise provided in this Proposal, the estimate for construction services does not include sales taxes. Unless the Customer can provide a valid sales tax exemption certificate, applicable sales tax will be added to the estimate provided on page one of this proposal.
9. Brian's Superior Sealcoating will not proceed with the work as specified in this Proposal until satisfied of the Customer's ability and intent to pay according to the terms outlined herein.
10. PAYMENT OF ONE-HALF OF PROJECT COST IS DUE UPON ACCEPTANCE OF PROPOSAL. PAYMENT IN FULL IS DUE UPON CUSTOMER'S RECEIPT OF INVOICE issued for work completed.
11. Nothing herein contained shall be construed as a waiver or modification of Brian's Superior Sealcoating statutory lien rights, which lien rights Brian's Superior Sealcoating will exercise if payment by Customer is not promptly made.
12. A SERVICE CHARGE OF 1 ½% PER MONTH, which is an annual percentage rate of 18% per annum, will be made on all account balances not paid as provided for herein, together with costs of collection and reasonable attorney fees.
13. Customer represents and warrants that there are no hazardous substances or hazardous wastes located on or within the jobsite. Customer agrees to defend, indemnify, and hold harmless Brian's Superior Sealcoating, its members and employees from any type of loss arising from a breach of this representation and warranty or Customer's violation of any applicable environmental law, regulation, or ordinance.
14. The following sentence only applies if the parties intend that their contractual relationship will be governed by a written contract other than this Proposal. Proposal is submitted subject to entering into a written contract, the terms and conditions of which are acceptable to both parties.
15. Brian's Superior Sealcoating cannot guarantee against ponding water if the pavement slope has less than 1% fall.

