



Proposal for Work

Anderson Asphalt & Concrete Paving LLC
11343 Mathis Ave
Dallas, TX 75229
www.aacpaving.com

Rep: Cory Henneberg

Proposal: CH260310

Phone: 214-352-3400

Date: 4/22/2026

To:

City Of Keller
Attn: Rick Hardcopf
1100 Bear Creek Pkwy
Keller, Tx 76248

Project:

Shady Grove Road Repair
Shady Grove Road
Keller, Tx 76248

Scope of Work

Provide cement stabilization to a total treatment depth of 24 inches using 100 lbs/SY of Portland cement. Stabilization shall be performed in two successive 12-inch lifts, with 50 lbs/SY of cement uniformly distributed and mixed into each lift. Each lift shall be properly moisture-conditioned, mixed, compacted, and finished in accordance with project specifications. Scope of work includes microcracking of the stabilized section to control shrinkage cracking.

Place a 4-inch lift of Type B hot-mix asphalt concrete (HMAC), followed by a 2-inch lift of Type D HMAC. Each lift shall be placed, rolled, and compacted in accordance with the project specifications and applicable TxDOT requirements. Compaction shall be achieved using approved rollers and rolling patterns to obtain the specified in-place density, as verified by approved density testing methods. Asphalt layers shall meet all density, thickness, joint, and surface tolerance requirements prior to placement of subsequent lifts.

We believe the reflective cracking observed is outside the contracted depth of cement stabilization as defined in the original contract. However, we are willing to provide the labor and equipment required for the asphalt paving portion at no cost to the City of Keller, provided that the City of Keller supplies the asphalt material, which is estimated at approximately \$9,200. This work shall not extend or modify the existing warranty or maintenance bond.

This quote is based on doing all the work in one phase. The pricing will increase if the city requires half lanes or phasing.

Item	Description	Quantity	UOM	Unit Price	Extended Price
01)	Mobilization	1	EA	7700.00	7,700.00
02)	Cement Stabilize 24' Deep using 50LB\SY	2,625	SF	19.80	51,975.00
03)	Place 4" TYPE B HMAC (LABOR & EQUIPMENT ONLY)	2,625	SF	6.35	16,668.75
04)	Place 2" TYPE D HMAC (LABOR & EQUIPMENT ONLY)	2,625	SF	4.50	11,812.50
05)	Traffic Control (CLOSED TO THROUGH TRAFFIC)	1	LS	6200.00	6,200.00
06)	Asphalt Material only	1	LS	9200.00	9,200.00

Proposal Total: \$103,556.25
Deduct: - \$ 28,481.25
Proposal Total w/Deduct \$ 75,075.00

Exclusions

- Bid does not include Bonds, Permits, Sales Tax, or AGC Dues.
- Excludes testing, striping, utility adjustments, and traffic control.
- Bid does not include Prime Coat unless spelled out as a bid item.
- No milling or removals
- No survey or engineering
- No maintenance of detour
- Prices quotes good until 05/30/2026
- Bid does not include saw cutting.
- Water source to be furnished on site by prime contractor.
- Bid is based on up to one (1) move in's, additional move in's will be billed @ \$5,000.00 each.
- Anderson Asphalt & Concrete Paving LLC. will not be held liable for any items of work not quoted above.
- Not responsible for delays due to circumstances beyond our control.
- This quote to be included in any subcontract offered to Anderson Asphalt & Concrete Paving, LLC..
- Subcontractor's bid and its agreement to perform the work set forth herein are explicitly contingent upon Subcontractor and Contractor negotiating mutually acceptable Subcontract terms.

TERMS AND CONDITIONS

To be Included in the Contract for the Work Included in this Proposal

- 1.** Anderson Asphalt & Concrete Paving LLC, hereinafter referred to as Subcontractor, shall not be liable for any damages, direct, indirect, or consequential, caused to any utilities, objects or other facilities located beneath the area of construction unless, prior to commencement of construction activities, Subcontractor is advised in writing of the existence of such utilities, objects or other facilities and their location is clearly identified and marked by the Contractor or Owner. Contractor or Owner agrees to indemnify and hold Subcontractor, its agents, employees, officers, and directors harmless from any and all liability for any such damages to any utilities, objects or other facilities located beneath the area of construction.
- 2.** Contractor or Owner fully understands that Subcontractor may require the use of specialized heavy equipment to perform the work required. Contractor or Owner represents and warrants to Subcontractor that the area of the property designed for ingress and egress to the construction area is structurally sound and will support the equipment required by Subcontractor. Subcontractor shall not be liable for any damages, direct, indirect, or consequential, caused to Owner's property designated ingress and egress as result of the transportation and movement of specialized heavy equipment to and from the area of construction: provided, however, if such damages do occur, Subcontractor agrees to repair any such damages at an additional charge in accordance with normal rates charged by Subcontractor for such services.
- 3.** Anderson Asphalt & Concrete Paving LLC is not responsible for any damages, deterioration, or failure of its work, whether completed or in progress, due to any cause or causes beyond our control. This exclusion includes but is not limited to failure of sub-grade or failure of or inadequacy of any labor or materials not furnished and installed by Anderson Asphalt & Concrete Paving LLC, whether or not such failure or inadequacy was or could have been known at the time the work was undertaken.
- 4.** The Subcontractor and Contractor/Owner waive Claims against each other for consequential damages arising out of or relating to the Work included herein. This mutual waiver includes damages incurred by the Contractor/Owner for rental expenses, losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Subcontractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
- 5.** Unless otherwise provided in this contract, Subcontractor reserves the exclusive right to schedule the method and manner by which the work shall be completed: however, Subcontractor shall provide Contractor with reasonable notice of the commencement of work in order to allow Contractor or Owner to make arrangements to have the area of construction cleared which shall be the sole responsibility of the Contractor or Owner. Subcontractor shall not be liable for any damages, direct, indirect or consequential, caused to any vehicles, trailers, equipment or other movable obstacles which remain in the area of construction during the period of construction and Contractor and Owner agree to indemnify and hold Anderson Asphalt & Concrete Paving LLC, its agents, employees, officers and directors harmless from any and all liability for any such damages to any vehicles, boats, trailers, equipment or other movable obstacles which remain in the area of construction during the period of construction. Subcontractor reserves the right to postpone construction activities if the area of construction is not sufficiently clear at the time Subcontractor has scheduled commencement of construction. If Subcontractor is delayed in the commencement of construction due to Contractor or Owner's failure to provide a clear construction area, Subcontractor may impose a delay charge equal to the reasonable hourly costs of the persons, equipment and supplies designated for this contract which hourly charge shall commence as of 1 hour after arrival of the Subcontractor's Workers on the day that construction was scheduled to commence and shall continue for each hour of delay up to a maximum of eight hours per day until the area is sufficiently clear to allow commencement of construction. This amount shall be in addition to all other contract amounts.
- 6.** Subcontractor shall not be required to make any changes, deletions, additions or modifications to the contract terms and specifications without a proper written change order signed by the contracting parties. Any such change orders shall be in addition to the original contract. The change order form shall provide for an adjustment in the estimated cost and the completion date, if applicable.
- 7.** Prior to starting work, Subcontractor shall be responsible for obtaining and providing any workmen's compensation insurance for its employees and General Liability Insurance and Automobile Liability Insurance as to its' activities related to the work contained in this proposal; however, Subcontractor shall not be responsible or obligated to maintain Builders Risk Insurance.
- 8.** Payments must be made within 30 days of the last day of the month for which a Pay Application is submitted. **FAILURE OF THE CONTRACTOR OR OWNER TO PAY FOR MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANICS LIEN OR BOND CLAIM AGAINST THE PROPERTY THE SUBJECT OF THIS PROPOSAL.**
- 9.** Should Subcontractor encounter abnormal soil conditions, rock, or other reasonably unforeseen conditions below the surface of the ground, requiring a variance in the plans and specifications or requiring the performance of additional work in order to complete construction, the parties agree to execute a change order in accordance with Paragraph 6 hereto, which provides for the reimbursement to Anderson Asphalt & Concrete Paving LLC. of additional cost and fees incurred by reason of such conditions and an extension of the time of completion. Unless otherwise provided in this contract, testing, permits, or engineering are not included in the contract price.
- 10.** All disputes hereunder shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The venue of any such proceedings shall be Dallas, Texas and each party hereto shall be entitled to one Request for Production of Documents and to one deposition. If either party to this Contract shall seek to enforce this Contract, or any duties or obligations arising out of this Contract, against the other party to this Contract, the prevailing party in such arbitration shall receive, in addition to all other rights and remedies to which such party is entitled, such party's reasonable cost and expenses incurred in such proceedings, including reasonable attorney's fees.
- 11.** This Proposal (including the exhibits hereto) contains the entire Proposal for the Work, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereto shall be binding on any party hereto unless set forth in a document executed by all such parties. Furthermore (and in the event of a separate Vendor or other agreement signed by both parties) no such agreement shall control in the event there is a conflicting provision in this agreement and no such agreement may impose additional scope of the work duties or insurance requirements not specifically included in this agreement.
- 12.** The laws of the state of Texas shall govern the validity, enforcement, and interpretation of any Contract for this Work.

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