



AZROC# 111922 | AZROC# 095189

3030 S. 7TH STREET, PHOENIX, AZ 85040
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To:	Beaver Creek Elementary School District #26	Contact:	Karen DeFresne
Address:	4810 East Beaver Creek Road Lake Montezuma, AZ 86335 US	Phone:	928-567-4631
		Fax:	
Project Name:	Beaver Creek Fire Lanes 12-14-22	Bid Number:	PH018046
Project Location:	4810 E Beaver Creek Rd, Rimrock, AZ	Bid Date:	6/9/2023

Bid in Accordance with the 1 GOVERNMENTAL PROCUREMENT ALLIANCE (1GPA)
Contract #22-15P-04 – Asphalt and Related Surfaces - Awarded June 28, 2022
UNIT PRICE BREAK DOWNS ARE AS FOLLOWS – PER ZONE IDENTIFIED BELOW,
HIGHLIGHTED PRICES INDICATE AUTHORIZED UNIT PRICE REDUCTIONS PER RFP

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Adjacent Ways				
Red Area - Conventional Chip Seal	1.00	LS	\$57,639.15	\$57,639.15
Provide Traffic Control And Barricades During Our Scope Of Work. Power Sweep And Clean Approx. 5,254 Square Yards In Preparation Of Conventional Chip Seal Application. Apply CRS-2 Asphalt Binder At A Rate Of .45 Gallons Per Square Yard On Approx. 5,254 Square Yards In One Application. Apply A Single Layer Of 3/8 Inch Chips At The Approximate Rate Of 25 Pounds Per Square Yard To Approx. 5,245 Square Yards. Roll With A Pneumatic Roller. Post Sweep Approx. 5,245 Square Yards After Chip Seal Application. This Proposal Is Based On Performing The Work In 1 Phase/Mobilization In Conjunction With Green And Orange Areas.				
Green Area - Conventional Double Chip Seal	1.00	LS	\$160,916.63	\$160,916.63
Provide Traffic Control And Barricades During Our Scope Of Work. Lightly Grade Area Prior To Chip Seal To Match Existing Curb Lines. Will Not Improve Any Existing Drainage Or Ponding Issues. Light Grading Consists Of Brushing Up Existing Grade In Preparation For Chip Seal. Power Sweep And Clean Approx. 8,630 Square Yards In Preparation Of Conventional Chip Seal Application. Apply CRS-2 Asphalt Binder At A Rate Of .85 Gallons Per Square Yard On Approx. 8,630 Square Yards In Two Applications. Apply Two Layers Of 3/8 Over 1/2 Inch Chips At The Approximate Rate Of 52 Pounds Per Square Yard To Approx. 8,630 Square Yards. Roll With A Pneumatic Roller. Post Sweep Approx. 8,630 Square Yards After Chip Seal Application. This Proposal Is Based On Performing The Work In 1 Phase/Mobilization In Conjunction With Red And Orange Areas.				

Subtotal for above Adjacent Ways Items:	\$218,555.78
Arizona State And Yavapai County Tax 6.350%:	\$13,878.29
Total Price for above Adjacent Ways Items:	\$232,434.07

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Standard Funding				
Orange Area - Conventional Chip Seal	1.00	LS	\$46,458.85	\$46,458.85
Provide Traffic Control And Barricades During Our Scope Of Work. Power Sweep And Clean Approx. 3,326 Square Yards In Preparation Of Conventional Chip Seal Application. Apply CRS-2 Asphalt Binder At A Rate Of .45 Gallons Per Square Yard On Approx. 3,326 Square Yards In One Application. Apply A Single Layer Of 3/8 Inch Chips At The Approximate Rate Of 25 Pounds Per Square Yard To Approx. 3,326 Square Yards. Roll With A Pneumatic Roller. Post Sweep Approx. 3,326 Square Yards After Chip Seal Application. This Proposal Is Based On Performing The Work In 1 Phase/Mobilization In Conjunction With Green And Red Areas.				
Subtotal for above Standard Funding Items:				\$46,458.85
Arizona State And Yavapai County Tax 6.350%:				\$2,950.14
Total Price for above Standard Funding Items:				\$49,408.99
Owner Contingency Item				
Owner Contingency	1.00	LS	\$30,000.00	\$30,000.00
Subtotal for above Owner Contingency Item Items:				\$30,000.00
Arizona State And Yavapai County Tax 6.350%:				\$1,905.00
Total Price for above Owner Contingency Item Items:				\$31,905.00
Bid Price Subtotal:				\$295,014.63
Total Arizona State And Yavapai County Tax 6.350%:				\$18,733.43
Total Bid Price:				\$313,748.06

Notes:

- In order to hold pricing, this proposal must be signed and returned within 15 days from the bid date specified above. Due to the pricing volatility of our industry at the moment, Sunland reserves the right to update pricing at any time prior to start of work.
- Material pricing is good through 08-31-2023. Pricing Based On Performing All Three Areas In Conjunction.
- Pricing excludes night/weekend work, permits, fees, prevailing wage, import/export, mass grading, re-construction of grade, classroom training, bonds, notifications, QC testing, utility adjustment hardware, gate loops, painting bumper blocks, permanent signage, herbicide, water source, or survey/staking in price unless noted above. Any pre-existing ADA compliance issues are excluded from contract unless specifically stated in proposal.
- Sunland Asphalt will not be held liable for any underground cables, electrical lines, water lines or any other underground obstruction not locatable or not buried to a depth less than 18" below the existing finished grade.
- Additional (downtime/mobilization) charges may result from delays beyond the control of Sunland Asphalt (or its subcontractors) which prohibit the above mentioned work from being completed as scheduled. (i.e., unmoved vehicles, disregard for Sunland traffic control, sanitation/delivery services, sprinkler runoff, etc.)

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Sunland Asphalt & Construction, LLC Authorized Signature: <u>Tad Peters</u> Project Consultant: Tad Peters
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- **Sunland Asphalt Addendum Terms and Conditions:**

Contractor and Owner hereby accept the terms of the attached Proposal subject to = the terms and conditions set forth in this Addendum. The Proposal and Addendum shall be collectively referred to as the "Contract." This Addendum is attached hereto and incorporated herein by reference. If any of the terms of the Proposal are inconsistent with the terms of this Addendum, then this Addendum shall be controlling and the parties shall be bound by the terms and conditions of this Addendum.

- 1. **WORK**

Contractor will furnish all necessary labor, materials, and equipment to complete the work specified in the Contract (the "Work"). All surfaces to which material is to be applied shall be in a condition similar to the condition at the time the project was bid. Owner shall specify one representative to represent the Owner who has authority to accept the Work and authorize changes to the Work. Owner shall provide reasonable access to a water supply source. Owner grants Contractor permission to utilize photos and videos of the Work and the project site in the promotion of Contractor's business services.

- 2. **PAYMENT**

Contractor shall be paid a monthly progress payment within 15 days after receipt of the payment by the Owner for the value of work performed. Final payment, including all retention, shall be due 15 days after the work described in the Proposal is substantially completed. No provision of this agreement shall serve to void the Contractor's entitlement to payment for properly performed work.

- 3. **INTEREST AND EXPENSES**

All sums not paid when due shall bear an interest rate of 1 1/2% per month or the maximum legal rate permitted by law, whichever is less, and all costs of collection, including a reasonable attorneys' fee, shall be paid by Owner.

- 4. **ATTORNEYS' FEES**

In the event of litigation regarding the Contract or collection efforts by Contractor, the prevailing party shall be awarded its reasonable attorneys' fees and costs, which shall include all costs that would normally be passed through to the client, specifically but not limited to research charges, travel costs, expert witness costs, copying costs, mailing costs, facsimile costs, had-delivery costs, Federal Express or Express Mail costs, taxable costs and disbursements.

- 5. **CONTINUED PERFORMANCE**

Nothing in this Contract shall require the Contractor to continue performance if timely payments are not made to Contractor for suitably performed work.

- 6. **BACK CHARGES**

No back charges or claim of the Owner for services shall be valid except by an agreement in writing by the Contractor before the work is executed, except in the case of the Contractor's failure to meet any requirement of the Contract. In such event, the Owner shall notify the Contractor of such default, in writing, and allow the Contractor reasonable time to correct any deficiency before incurring any cost chargeable to the Contractor.

- 7. **WORK AREAS**

Owner is to prepare all work areas so as to be acceptable for Contractor to perform its work under the Contract. Owner shall notify Contractor in advance when the site will be ready for Contractor to perform its work and shall provide Contractor with free and unobstructed access so that the work can be commenced promptly and completed without delay. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work.

- 8. **TIME FOR PERFORMANCE**

Contractor shall be given a reasonable time in which to commence and complete the performance of the Contract. Contractor provides no assurances as to a complete date since the Work is subject to weather conditions, prior commitments, mechanical failures, and other cause beyond Contractor's control. Contractor shall not be responsible for delays or default where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delay caused by Owner, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accident hazardous waste or controlled substances and acts of God. Contractor shall be entitled to equitable adjustment in the contract price for additional costs due to unanticipated project delays or accelerations. Contractor shall not be obligated to provide any labor or materials outside the scope of work unless Owner shall first agree in writing to equitably adjust the contract price to be paid Contractor.

- 9. **WORKMANSHIP**

All workmanship and materials are guaranteed against defects for a period of one (1) year from the date of substantial completion of installation. This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Contractor will replace or repair any part of its work which is found to be defective. Contractor shall not be responsible for special, incidental or consequential damages. Contractor shall not be responsible for damage to its work by other parties or for improper use of equipment by other industry standard practices and will override strict compliance and strict performance. Contractor makes no warranty regarding drainage where the slope provided or allowable is less than two percent (2%). Contractor's warranty does not extend to or cover settlement or cracking of asphalt or pavement due to expansive soils, improperly compacted utility trenches, or for failures caused by the inadequate compaction of the subgrade. Contractor shall not be liable for damage to underground utilities which were improperly installed and/or backfilled.

- 10. **WORK HOURS**

Work called for herein is to be performed during Contractor's regular working hours as agreed to by the Owner and the Contractor.

- 11. **NOTICE**

Any notice or written claim required by the Contract to be submitted to the Owner, on account of charges, extras, delays, acceleration, or otherwise, shall be furnished within a time period, and in a manner to permit the Owner to satisfy the requirements of the Contract, notwithstanding any shorter time period otherwise provided.

- 12. **LIEN RIGHTS**

Nothing in this Contract shall serve to void Contractor's right to file a lien or claim on its behalf in the event that any payment to Contractor is not timely made.

- 13. **LABOR**

Contractor shall not be bound by any of Owner's labor agreements (in whole or in part).

- 14. **LIQUIDATED DAMAGES**

The Owner shall make no demand for liquidated damages for delays in any sum in excess of such amounts as may be specifically named in this Contract and no liquidated damages may be assessed against Contractor for more than the amount paid by the Owner for unexcused delays to the event actually caused by the Contractor.

Beaver Creek Elementary School District #26
4810 East Beaver Creek Rd
Lake Montezuma, AZ
Contact: Karen DeFresne
No Stripes or Asphalt Repairs

Adjacent Ways Double Coat Chip Seal

Adjacent Ways Single Coat Chip Seal

Standard Funding Single Coat Chip Seal



Sizes and locations of items indicated on map are approximate and are for informational purposes only. Please refer to the Project Proposal for exact sizes and locations.

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Findofiesta

Beaver Creek Public Library

Beaver Creek School