



(520) 456-0493

Mailing Address:
Sierra Enterprises LLC
dba BNR Paving &
dba Sierra Striping
500 E. Fry Blvd. Ste.L12
Sierra Vista, AZ 85635

REQUEST FOR PROPOSAL

4/2/2024

Proposal #: H1113-24AR

Sierra Vista Unified School District
ATTN: Richard Sampson
3555 E. Fry Blvd.
Sierra Vista, AZ 85635
Phone: (520) 515-2771

Res Lic: ROC253524
Com Lic: ROC253524
78

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the project located at: **Joyce Clark Middle School Striping for Student Drop Off**

Painting for Student Drop Off

1. Clean the area to be sealcoated, painted and striped of dirt and debris using brooms and blowers.
2. Fill all cracks 1/4" and wider (excluding alligators) with up to 480 lbs. of Deery hot rubberized crackfiller.
3. Apply Polymer Modified Masterseal from Sealmaster to approximately 46,370 square feet at an average application rate of .20 gallons per square yard.
4. Create (2) custom stencils and paint/stripe per custom layout and designs with waterborne traffic paint.
5. As-Built plan at end of project.
6. Clean up any debris resulting from the above operations.

*Sealcoated areas are susceptible to scuff marks from tire friction. These areas will kneed-out and become less noticeable once the sealcoat has cured.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner:

Proposal Total (Includes MRR Tax):

\$9,995.00

Payment Due Upon Completion. (A late fee of 1.5% will be applied monthly on balances past 15 days).

Any alteration or deviation from the 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.

This quote is valid for 30 days. However, any price change in materials will be passed on.

Respectfully submitted,

Lance Clawson, Member

Sierra Enterprises LLC,
dba BNR Paving &
dba Sierra Striping

ACCEPTANCE OF PROPOSAL

The prices, specifications and conditions above and on the back side are satisfactory and are hereby accepted.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

The signature of the owner or owner's authorized representative on this proposal constitutes understanding and acceptance of all the terms on the front and back and is a binding contract.

STANDARD TERMS AND CONDITIONS

1. **WARRANTY:** Subject to the exclusions and limitations below, BNR Paving warrants its work to be free of defects in materials and workmanship. BNR will repair or replace areas of pavement which are not satisfactory due to defects in material or workmanship, provided written notice of the claim is received by BNR within one year from completion of work. All guaranties and/or warranties become effective as of the date BNR Paving receives complete contract amount, including any change order amounts.
2. **EXCLUSIONS AND LIMITATIONS ON WARRANTY:** This warranty shall be subject to the owner and/or contracting agent representing owner complying with the following conditions: (a) The work area shall be free from water prior to commencement of work and remain water free until contractor has completed work and materials have cured; and (b) The work area remains closed to vehicles until contractor approves opening. Any responsibility under Warranty shall be limited to repair or replacement of the affected area; under no circumstances will BNR be responsible for any incidental or consequential damages, such as loss of use, loss of income or other claims.

*BNR Paving cannot be responsible for pre or post vegetation control.
3. **OWNER'S RESPONSIBILITY:** Owner or its contracting agent shall be responsible to supply all water necessary for this project. Owner shall be responsible for maintaining barricades and closures after BNR's employees leave jobsite and until instructed by BNR that barricades may be withdrawn. Owner shall ensure that all work areas are kept dry and free of water for at least 24 hours prior to commencement of work and remain free of water until BNR has confirmed the project is completed.
4. **CHANGE ORDERS:** Any change orders shall be in writing and signed by BNR and the owner or owner's representative prior to the commencement of any additional work.
5. **MECHANIC'S LIEN RIGHTS:** BNR reserves the right to file a preliminary mechanic's lien notice and to retain and pursue all mechanic's lien rights arising out of this contract. The filing of a preliminary notice in no way reflects on the owner.
6. **TIME:** Completion of the project stated in this contract is based upon optimum weather conditions and lack of any other unforeseen delays. BNR undertakes to perform this contract with as little delay as possible, but BNR will not be responsible for delays beyond its control, including unfavorable weather conditions, vehicles parked in work areas, water sprinklers, or strikes interfering with labor or delivery of materials. If BNR is unable to commence the work after notice to proceed, due to owner's instructions to cease or other fault of owner, BNR may at its option suspend work and recover from owner the costs of such delay, up to \$500 per day.
7. **ATTORNEY'S FEES:** In the event it is necessary for either party to retain the services of an attorney to pursue an action to interpret or enforce this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees incurred.

Pursuant to Arizona law we are required to inform you that the you have the right to file a written complaint with the Arizona Registrar of Contractors for alleged violation of Arizona Revised Statutes section 32-1155. Any complaints must be made within the applicable time period as set forth in section 32-1155, subsection A. You may contact the ROC at 602-542-1525 or www.azroc.gov. Sierra Enterprises LLC dba BNR Paving and dba Sierra Striping requests that if any portion of its work is unsatisfactory that it be notified prior to the filing of a complaint so that it can resolve any concerns.

Owner/Agent Initials _____

Proposal # H1113-24A-78