

**CITY OF APACHE JUNCTION
AGREEMENT FOR MATERIALS AND LABOR**

Project No. PWC2015-11

THIS AGREEMENT made and entered into by and between the CITY OF APACHE JUNCTION ("City"), an Arizona municipal corporation, and SUNLAND ASPHALT, an Arizona corporation, ("Contractor"), sometimes individually known as a "Party" and collectively referred to as the "Parties".

RECITALS

- A. Contractor asserts its willingness, ability and qualifications to provide the completed products, goods and services (the "Work") called for in The Cooperative Purchasing Network (hereinafter "TCPN") Contract #R5225 and more fully detailed in the Contractor's Proposals dated January 18 and 27, 2016. The City's provisions herewith shall govern over any conflicting TCPN contract provisions.
- B. City and Contractor desire to set forth herein their respective responsibilities and the manner and terms upon which Contractor shall complete the Work.
- C. City has complied with the public bidding requirements under Arizona Revised Statutes Title 34 and Apache Junction City Code ("A.J.C.C."), Vol. I, Article 3-7, Procurement Procedure.

AGREEMENT

NOW, THEREFORE, City retains Contractor to perform, and Contractor agrees to render the Work in accordance with the terms and conditions set forth as follows:

1. PROJECT DESCRIPTION: Contractor shall do and perform or cause to be done and performed in a good workmanlike manner, the Work in accordance with and as more fully described in TCPN Contract #R5225, the Contractor's proposals dated January 18 and 27, 2016, Exhibit A, including, but not limited to:

- A. Provide traffic control for the duration of the Work. Contractor shall obtain pre-approval of traffic control plans by the City.

- B. Pulverize up to 3" of existing asphalt on Baseline Avenue from Ironwood Drive to Winchester Road. Remove and replace asphalt up to 3" on Idaho Road from U.S. 60 right-of-way to Baseline Avenue in select deteriorated areas and mill 1" of remaining existing asphalt.
- C. Repave Baseline Avenue from Ironwood Drive to Winchester Road with new asphalt concrete to a depth of 4 inches. Repave Idaho Road from U.S. 60 right-of-way to Baseline Avenue with a new asphaltic concrete overlay to a depth of 2 inches.
- D. Lower and adjust needed water valves and manholes up to finished grade.
- E. Provide the re-striping and installation of center-line raised pavement markers on Baseline Avenue from Ironwood Drive to Winchester Road and on Idaho Road from U.S. 60 right-of-way to Baseline Avenue.

2. PAYMENTS & COMPLETION: The total amount payable by the City to the Contractor in the amount not to exceed \$825,236.04 for both Phase 1 and Phase 2 (the "Contract Sum") for the performance of the Work under the Contract Documents except for changes authorized by properly executed change orders. Upon notice that the Work is ready for final inspection or acceptance, City representative shall promptly cause to be made an inspection. When City finds the Work acceptable under the contract documents, City shall promptly submit for processing payment stating that to the best of their knowledge, information and belief and on the basis of its observation and inspection, the Work has been completed in accordance with the terms and conditions of the contract documents and that partial payment or the entire balance due the Contractor is payable. No final payment shall become due until the Contractor submits to the all required lien waivers, releases and any other data establishing payment or satisfaction of all Contractor's obligations. If any Subcontractor refuses to furnish a release or waiver required by City, Contractor may furnish a bond satisfactory to the owner to indemnify City against any such lien. If any such lien remains unsatisfied after all payments are made, Contractor shall refund to City all monies that the latter may be compelled to pay in discharging such liens, including all costs and reasonable attorneys fees.

3. CONTRACT TERM: Contractor hereby fixes the time for completion of said Work as June 30, 2017. This provision does not limit the liability of Contractor for actual damages sustained by

City as a result of any breach of contract or warranty by Contractor. Extensions may be approved at times as the Parties mutually deem fit.

4. **LABOR AND MATERIALS:** Unless otherwise provided in the contract documents, Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, tools and machinery, water, heat, utilities, transportation, other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

5. **INSPECTIONS AND QUALITY OF WORK:** Contractor understands and agrees that inspection of the Work performed hereunder will occur by City. Contractor agrees that City will have the exclusive right to determine, in its sole discretion, whether the Work has been performed in accordance with the Contract Documents. Contractor further agrees to make such corrections to the Work as may be directed by City to conform to said Contract Documents.

6. **WARRANTY:** Contractor shall guarantee the Work against defective workmanship or materials for a period of one (1) year from the date of its final acceptance under the contract, ordinary wear and tear and unusual abuse or neglect excepted. Any omission on the part of City to condemn defective Work or materials at the time of maintenance Work shall not be deemed an acceptance and Contractor will be required to correct defective Work or materials at any time before acceptance. Within one (1) year from the date of acceptance due to faults in workmanship or materials, Contractor shall begin making the necessary repairs to the satisfaction of City within fourteen (14) calendar days of receipt of written notice from City. Such work shall include the repair or replacement of other work or materials damaged or affected by making the above repairs or corrective work all at no additional cost to City. In the case of work materials or equipment for which warranties are required by the special provisions of the Contract Documents, Contractor shall provide or secure from the appropriate subcontractor or supplier such warranties addressed to and in favor of City and deliver same to City prior to final acceptance of the Work. Delivery of such warranties shall not relieve Contractor from any obligation assumed under any other provision of the contract. The warranties and guarantees provided in this subsection of the Contract Documents shall be in addition to and not in limitation of any other warranties, guarantees or remedies required by law, and shall survive the expiration of this Agreement for the time period mentioned above.

7. **TAXES:** Contractor shall pay all license, sales, transaction privilege, consumer, use and other similar taxes for the Work or portions thereof provided by Contractor which are legally enacted at the time bids are received whether or not yet effective or subsequently applicable due to acts of jurisdictions or bodies other than City.

8. **PERMITS & FEES:** Unless otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits, government fees, licenses and inspections necessary for the proper execution and completion of Work which are customarily secured after execution of the contract and which are legally required. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. Contractor represents and warrants that any license necessary for Contractor to perform the Work under this Agreement is current and valid. Contractor understands that the activity described herein constitutes "doing business in the City of Apache Junction" and Contractor agrees to obtain a business license pursuant to Chapter 8 of the Apache Junction City Code, Vol. I, and keep such license current during the term of this Agreement. Contractor also acknowledges that the tax provision of the Apache Junction Tax Code, Chapter 8A, may also apply and if so, shall obtain a privilege license. Any activity by subcontractors within the corporate city limits will invoke the same business and privilege license regulations on any subcontractors, and Contractor ensures its subcontractors will obtain any required licenses and pay all required taxes. If there are taxable activities, a business license shall be converted to a privilege license by the Contractor and any subcontractors through the City Clerk's Office.

9. **INDEPENDENT CONTRACTOR:** Contractor shall at all times during Contractor's performance of the services retain Contractor's status as an independent contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes, or provide workers compensation or unemployment insurance for or on behalf of them or Contractor. Contractor shall supervise and direct the delivery of the materials using its best skill and attention. Except as provided in this Agreement, Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work required by the Contract Documents. Contractor shall be responsible to City for the acts and omissions of its employees, subcontractors and their agents and employees and other persons providing any of the Work.

10. SUPERINTENDENT: Contractor shall employ a competent project superintendent who shall be in attendance at the project site during the progress of the Work. The superintendent shall represent and be the community agent of Contractor and communications given to the superintendent shall be as binding as if given to Contractor. Important communications shall be confirmed in writing. The designated superintendent shall be designated for each project and communicated to City before the Work is performed.

11. PROGRESS SCHEDULE: Contractor shall, immediately after entering into this Agreement, work with the City representative to generate an estimated Work progress schedule, which shall be maintained and updated during the project. Work may progress during regular City business hours only if it is determined by City not to disturb normal operations.

12. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected and appointed officers, officials, agents, and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, arising from or connected with or alleged to have arisen from or connected with, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, the Work or services of Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify City, any special districts, elected and appointed officers, officials, agents, and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by an Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services Contractor may be legally liable.

13. SUBCONTRACTORS: All subcontractors chosen by Contractor will be subject to City's approval. All subcontractors shall be identified by Contractor prior to award of contract. Contractor shall make no substitutions for any subcontractor, person or entity previously selected without the approval of City.

14. APPLICABLE LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in

maintenance agreement sum and the maintenance agreement being adjusted accordingly. All such changes in the Work shall be authorized by change order and shall be performed under the applicable conditions of this maintenance agreement. The City representative shall have authority to order minor changes in the Work not involving an adjustment in the maintenance agreement sum or extension of maintenance agreement time and not inconsistent with the intent of this maintenance agreement. All such changes shall be effected by written order and shall be binding upon City and Contractor.

17. SUCCESSORS & ASSIGNS: City and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other Party hereto and to the partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in the contract documents. Neither Party to the contract shall assign the contract or sublet it as a whole or delegate its duties thereunder without the written consent of the other, nor shall Contractor assign any monies due or to become due to or to become due to it without the previous written consent of City.

18. WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity, or to an office of the corporation for whom it was intended or if delivered at or sent registered or certified mail, return receipt requested, and first class postage prepaid to the last business address known to them who gives the notice.

19. CLAIMS FOR DAMAGES: Should either Party to the contract suffer injury or damage to personal property because of any act or omission of the other Party or of their employees or agents for whose acts they are legally liable, claims shall be made in writing to such other parties within a reasonable time after the first observance of such injury or damages.

20. SAFETY: Contractor and/or its subcontractors shall be solely responsible for job safety at all times.

21. RIGHTS & REMEDIES: The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any action or failure to act constitute an approval of or an acquiescence to any breaches hereunder except as may be specifically agreed to in writing.

22. FORCE MAJEURE: Neither City nor Contractor, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or material men due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the obligations under this Agreement. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular Contractors, subcontractors, vendors or investors desired by Contractor in connection with the obligations under this Agreement. Contractor agrees that Contractor alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

23. TERMINATION:

A. TERMINATION BY CITY: City shall be permitted to terminate this Agreement if in the discretion of the Public Works Director or his or her designee, they believe Contractor has failed to meet the terms of this Agreement. City shall provide Notice of Termination to Contractor by Certified U.S. Mail ten (10) calendar days before such termination takes effect.

B. TERMINATION BY CONTRACTOR: Contractor may terminate this Agreement if City fails to make payment as agreed upon in this document. Any other termination will be deemed a breach of contract by Contractor. Contractor shall provide Notice of

Termination to City by Certified U.S. Mail ten (10) calendar days before such termination takes effect.

24. RECORDS: Records of Contractor's labor, payroll and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Contractor shall maintain records for a period of at least two (2) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

25. AMENDMENT: It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and that oral understandings or agreements not incorporated herein shall not be binding on the Parties. The representatives of the Parties (signatory for Contractor noted below or his or her designee, and the City Manager, or his or her designee); shall be authorized to execute future amendments or extensions of this Agreement.

26. SEVERABILITY: City and Contractor each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or City Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

27. CONFLICT OF INTEREST: This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

28. COMPLIANCE WITH FEDERAL AND STATE LAWS: Contractor understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of

1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.

As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor will verify the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of this Agreement. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. City at its option may terminate this Agreement after the third violation. Contractor shall not be deemed in material breach of this Agreement if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under this Agreement to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

29. NON-AVAILABILITY OF FUNDS: Funding for this Work is dependent upon receipt of sales taxes, which is the only available source of revenue. Contractor acknowledges this risk and enters into this agreement well aware that the City disclaims any contractual liability should the City notify the Contractor to stop the Work due to lack of revenue source to pay for additional Work. The City agrees to take all reasonable steps necessary to secure appropriations that are sufficient to meet the budget requirements of this Work. The City shall notify the Contractor at the earliest possible time if the City desires to exercise its termination right pursuant to this Section.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized representative as of this 15th day of February, 2016.

Contractor: SUNLAND ASPHALT

By: 

Title: Craig Weems, Chief Operating Officer

City:
CITY OF APACHE JUNCTION
an Arizona municipal corporation

By: John S. Insalaco

Title: Mayor

ATTEST:

Kathleen Connelly
City Clerk

APPROVED AS TO FORM:

Richard J. Stern
City Attorney

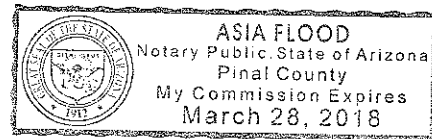
STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing was acknowledged before me this 15TH day
of FEBRUARY, 2016, by CRAIG WEEMS as
CHIEF OPERATING OFFICER of Sunland Asphalt.

Asia Flood
Notary Public

My Commission Expires:

March 28, 2018



STATE OF ARIZONA)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day
of _____, 2016, by John S. Insalaco, as Mayor of the
City of Apache Junction, an Arizona municipal corporation.

Notary Public

My Commission Expires:

Exhibit A



Contractor's License Numbers

AZROC-111922-CLA

AZROC-095189-C13

NV-49496 Limit \$5,000,000

CA-781952-C12

C5 74079

Phoenix - Tucson - Las Vegas - Bullhead City - Albuquerque

775 W Elwood St

Phoenix, AZ 85041

O: (602) 323-2800

F: (602) 680-1332

www.sunlandasphalt.com

PROPOSAL

PROPOSAL

Client:	Contact:	Job:	Date Written : 1/18/2016
City of Apache Junction	Shane Kiesow	Baseline Ave & Idaho Rd - Phase I	Proposal Number : 69067
300 Superstition Blvd	O: (480) 474-8516	575 E. Baseline Ave	T-Line Number : UJ9A000X8D
Apache Junction, AZ 85219	F: (480) 982-8005	Apache Junction, AZ 85119	Project Consultant: Rick Risner

Bid in Accordance with the COOPERATIVE PURCHASING NETWORK (TCPN)

Contract # R5225 Awarded October 1, 2012

UNIT PRICE BREAK DOWNS ARE AS FOLLOWS - ZONE #2

ASTERISKS INDICATE AUTHORIZED UNIT PRICE REDUCTIONS PER RFP

CERTIFIED PROPOSAL NUMBER - R5225-AZ-CITYOFAPACHEJUNCTION-585

We propose to furnish all labor, material, and equipment necessary to complete the work as outlined below in accordance with the plans and specifications submitted herewith, to wit:

GENERAL CONDITIONS / TRAFFIC CONTROL / MOBILIZATION

01-110	Provide project management including travel time, meetings, paperwork and billings.		
	ADDITIONAL LABOR HOURS- PROJECT MANAGEMENT	40 HR @ \$77.25 =	\$3,090.00
01-200	Provide the following limited site amenities:		
	- Site port-a-john for up to 4 weeks.		
	UNSPECIFIED PRODUCTS/SERVICES - PORTABLE TOILETS	1 LS @ \$150.00 =	\$150.00
01-330	Provide the following limited construction permits:		
	- Dust control permit		
	- Water meter permit and water		
	UNSPECIFIED PRODUCTS / SERVICES - PERMITS & FEES	1 LS @ \$3,789.31 =	\$3,789.31
32-230	Provide traffic control and barricades during our scope of work.		
	UNSPECIFIED PRODUCTS/SERVICES - TRAFFIC CONTROL	1 LS @ \$18,850.00 =	\$18,850.00

BASELINE ROAD: PULVERIZE UP TO 3" OF EXISTING ASPHALT

ASPHALT PULVERIZING MOBILIZATION	2 EA @ \$1,503.80 =	\$3,007.60
ASPHALT PULVERIZING (3" DEPTH)	4,844 SY @ \$1.56 =	\$7,556.64
UNSPECIFIED PRODUCTS/SERVICES - SURVEY (AS BUILT INTERSECTION)	1 LS @ \$2,000.00 =	\$2,000.00

IDAHO ROAD: MILL 1" OF EXISTING ASPHALT

ASPHALT MILLING MOBILIZATION	2 EA @ \$1,081.50 =	\$2,163.00
ASPHALT MILLING (1" DEPTH)	7,949 SY @ \$0.52 =	\$4,133.48

IDAHO ROAD: SPOT REPAIRS

REMOVE/REPLACE ASPHALT MOBILIZATION	1 EA @ \$618.00 =	\$618.00
REMOVE/REPLACE ASPHALT (3" DEPTH)	7,200 SF @ \$2.58 =	\$18,576.00
TRUCKING - HAUL OFF BROKEN ASPHALT/UNSUITABLE MATERIAL	8 HR @ \$100.00 =	\$800.00

BASELINE ROAD: SUBGRADE PREP / SHOULDERING

GRADING MOBILIZATION	1 EA @ \$1,879.75 =	\$1,879.75
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Contractor's License Numbers
 AZROC-111922-CLA
 AZROC-095189-C13
 NV-49496 Limit \$5,000,000
 CA-781952-C12
 C5 74079



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PROPOSAL

PROPOSAL

Client:	Contact:	Job:	Date Written
City of Apache Junction	Shane Kiesow	Baseline Ave & Idaho Rd - Phase I	: 1/18/2016
300 Superstition Blvd	O: (480) 474-8516	575 E. Baseline Ave	Proposal Number : 69067
Apache Junction, AZ 85219	F: (480) 982-8005	Apache Junction, AZ 85119	T-Line Number : UJ9A000X8D
			Project Consultant: Rick Risner

GRADING - SUBGRADE PREP & SHOULDERING	5,000 SY @ \$2.58 =	\$12,900.00
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ASPHALT PAVEMENT SAFETY EDGE (MCDOT 2001)

* ASPHALT PAVING - SAFETY EDGE	7,650 SF @ \$2.06 =	\$15,759.00
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BASELINE ROAD: ASPHALT PAVING 4" THICKNESS (A-12.5MM)

ASPHALT PAVING MOBILIZATION	2 EA @ \$3,090.00 =	\$6,180.00
ASPHALT PAVING (4" THICKNESS)	43,596 SF @ \$2.06 =	\$89,807.76
TRUCKING - HAUL ASPHALT	50 HR @ \$100.00 =	\$5,000.00
TACK COAT MOBILIZATION	1 EA @ \$927.00 =	\$927.00
TACK COAT - BETWEEN LIFTS	43,596 SF @ \$0.08 =	\$3,487.68
UNSPECIFIED PRODUCTS/SERVICES - QUALITY CONTROL SUB	1 LS @ \$2,200.00 =	\$2,200.00

IDAHO ROAD: ASPHALT OVERLAY 2" THICKNESS (A12.5MM)

SWEEPING MOBILIZATION	1 EA @ \$257.50 =	\$257.50
SWEEPING	71,541 SF @ \$0.02 =	\$1,430.82
TACK COAT MOBILIZATION	1 EA @ \$927.00 =	\$927.00
TACK COAT - ON MILLED SURFACE	71,541 SF @ \$0.08 =	\$5,723.28
ASPHALT PAVING MOBILIZATION	2 EA @ \$3,090.00 =	\$6,180.00
ASPHALT PAVING (2" THICKNESS)	71,541 SF @ \$0.98 =	\$70,110.18
TRUCKING - HAUL ASPHALT	45 HR @ \$100.00 =	\$4,500.00
UNSPECIFIED PRODUCTS/SERVICES - QUALITY CONTROL SUB	1 LS @ \$1,800.00 =	\$1,800.00

ADJUST WATER VALVES (MAG270)

UTILITY ADJUSTMENT MOBILIZATION	1 EA @ \$412.00 =	\$412.00
PRE-LOWER WATER VALVES	5 EA @ \$360.50 =	\$1,802.50
RAISE WATER VALVES	5 EA @ \$360.50 =	\$1,802.50

ADJUST MANHOLES (MAG 422)

UTILITY ADJUSTMENT MOBILIZATION	1 EA @ \$412.00 =	\$412.00
PRE-LOWER MANHOLES	1 EA @ \$360.50 =	\$360.50
RAISE MANHOLES	1 EA @ \$360.50 =	\$360.50

4" WHITE PAINT (2 COATS)

STRIPING MOBILIZATION	1 EA @ \$309.00 =	\$309.00
UNSPECIFIED PRODUCTS/SERVICES - SURVEY (AS BUILT STRIPING)	1 LS @ \$2,500.00 =	\$2,500.00
4" WHITE PAINT W/ GLASS BEADS	11,550 LF @ \$0.30 =	\$3,465.00

Contractor's License Numbers

AZROC-111922-CLA

AZROC-095189-C13

NV-49496 Limit \$5,000,000

CA-781952-C12

C5 74079



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Phoenix, AZ 85041

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PROPOSAL

PROPOSAL

Client:	Contact:	Job:	Date Written
City of Apache Junction	Shane Kiesow	Baseline Ave & Idaho Rd - Phase I	: 1/18/2016
300 Superstition Blvd	O: (480) 474-8516	575 E. Baseline Ave	Proposal Number
Apache Junction, AZ 85219	F: (480) 982-8005	Apache Junction, AZ 85119	: 69067
			T-Line Number
			: UJ9A000X8D
			Project Consultant: Rick Risner

4" YELLOW PAINT (2 COATS)

4" YELLOW PAINT W/ GLASS BEADS

10,110 LF @ \$0.30 = \$3,033.00

RAISED PAVEMENT MARKERS (CENTERLINE ONLY)

UNSPECIFIED PRODUCTS/SERVICES - RPMS

1 LS @ \$955.00 = \$955.00

GRAND TOTAL

	Sub Total :	\$309,216.00
PNL 4402	County Tax :	13,466.36
APP 4442	City Tax :	4,421.79
	Grand Total :	\$327,104.15

NOTE: IMPORTANT NOTICE: Due to the severe volatility of the world oil market, the price on this proposal is for work completed before 1/18/2016. If work is completed after this date, regardless of cause or fault, pricing will be adjusted to reflect material costs at the time of delivery to the project. All materials and work affected by the oil market are dependant on availability of materials and pricing at the time of completion of the work.

ACCEPTANCE OF PROPOSAL

TERMS: NET 15 DAYS

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Sunland Asphalt may withdraw this proposal if not accepted within 30 days, or if pricing becomes invalid within the notice above.

Sunland Asphalt

Authorized Signature : _____
 Name : **Rick Risner**
 Designation : **Project Consultant**

Client

Authorized Signature : _____
 Name : _____
 Date : _____

Contractor's License Numbers

AZROC-111922-CLA

AZROC-095189-C13

NV-49496 Limit \$5,000,000

CA-781952-C12

C5 74079

PROPOSAL

Phoenix - Tucson - Las Vegas - Bullhead City - Albuquerque

775 W Elwood St

Phoenix, AZ 85041

O: (602) 323-2800

F: (602) 680-1332

www.sunlandasphalt.com

PROPOSAL

Client:	Contact:	Job:	Date Written : 1/27/2016
City of Apache Junction	Shane Kiesow	Baseline Ave - Phase II	Proposal Number : 69207
300 Superstition Blvd	O: (480) 474-8516	575 E. Basline Ave	T-Line Number : UJ9A000X8D
Apache Junction, AZ 85219	F: (480) 982-8005	Apache Junction, AZ 85119	Project Consultant: Rick Risner

Bid in Accordance with the COOPERATIVE PURCHASING NETWORK (TCPN)

Contract # R5225 Awarded October 1, 2012

UNIT PRICE BREAK DOWNS ARE AS FOLLOWS - ZONE #2

ASTERISKS INDICATE AUTHORIZED UNIT PRICE REDUCTIONS PER RFP

CERTIFIED PROPOSAL NUMBER - R5225-AZ-CITYOFAPACHEJUNCTION -586

We propose to furnish all labor, material, and equipment necessary to complete the work as outlined below in accordance with the plans and specifications submitted herewith, to wit:

GENERAL CONDITIONS / TRAFFIC CONTROL / MOBILIZATION

01-110	Provide project management including travel time, meetings, paperwork and billings.		
	ADDITIONAL LABOR HOURS - PROJECT MANAGEMENT	80 HR @ \$77.25 =	\$6,180.00
01-200	Provide the following limited site amenities:		
	- Site port-a-john for up to 4 weeks.		
	UNSPECIFIED PRODUCTS/SERVICES - PORTABLE TOILETS	1 LS @ \$150.00 =	\$150.00
01-330	Provide the following limited construction permits:		
	- Dust control permit		
	- Water meter permit and water		
	UNSPECIFIED PRODUCTS/SERVICES - PERMITS & FEES	1 LS @ \$3,789.31 =	\$3,789.31
32-230	Provide traffic control and barricades during our scope of work.		
	UNSPECIFIED PRODUCTS/SERVICES - TRAFFIC CONTROL	1 LS @ \$22,150.00 =	\$22,150.00

BASELINE AVE: PULVERIZE UP TO 3" OF EXISTING ASPHALT

ASPHALT PULVERIZING MOBILIZATION	2 EA @ \$1,503.80 =	\$3,007.60
ASPHALT PULVERIZING (3" DEPTH)	15,176 SY @ \$1.56 =	\$23,674.56
UNSPECIFIED PRODUCTS/SERVICES - SURVEY (AS BUILT ROADWAY)	1 LS @ \$4,500.00 =	\$4,500.00

BASELINE AVE: SUBGRADE PREP / SHOULDERING

GRADING MOBILIZATION	1 EA @ \$1,879.75 =	\$1,879.75
GRADING - SUBGRADE PREP & SHOULDERING	6,500 SY @ \$2.58 =	\$16,770.00

BASELINE AVE: ASPHALT PAVEMENT SAFETY EDGE (MCDOT 2001)

* ASPHALT PAVING - SAFETY EDGE	10,350 SF @ \$2.06 =	\$21,321.00
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BASELINE AVE: ASPHALT PAVING 4" THICKNESS (A-12.5MM)

ASPHALT PAVING MOBILIZATION	2 EA @ \$3,090.00 =	\$6,180.00
ASPHALT PAVING (4" THICKNESS)	136,584 SF @ \$2.06 =	\$281,363.04

Contractor's License Numbers

AZROC-111922-CLA

AZROC-095189-C13

NV-49496 Limit \$5,000,000

CA-781952-C12

C5 74079



Phoenix - Tucson - Las Vegas - Bullhead City - Albuquerque

775 W Elwood St

Phoenix, AZ 85041

O: (602) 323-2800

F: (602) 680-1332

www.sunlandasphalt.com

PROPOSAL**PROPOSAL**

Client:	Contact:	Job:	Date Written : 1/27/2016
City of Apache Junction	Shane Kiesow	Baseline Ave - Phase II	Proposal Number : 69207
300 Superstition Blvd	O: (480) 474-8516	575 E. Basline Ave	T-Line Number : UJ9A000X8D
Apache Junction, AZ 85219	F: (480) 982-8005	Apache Junction, AZ 85119	Project Consultant: Rick Risner

TRUCKING - HAUL ASPHALT	150 HR @ \$100.00 =	\$15,000.00
TACK COAT MOBILIZATION	2 EA @ \$927.00 =	\$1,854.00
TACK COAT - BETWEEN LIFTS	136,584 SF @ \$0.08 =	\$10,926.72
UNSPECIFIED PRODUCTS/SERVICES - QUALITY CONTROL SUB	1 LS @ \$6,400.00 =	\$6,400.00

BASELINE AVE: ADJUST WATER VALVES (MAG 270)

UTILITY ADJUSTMENT MOBILIZATION	1 EA @ \$412.00 =	\$412.00
PRE-LOWER WATER VALVES	3 EA @ \$360.50 =	\$1,081.50
RAISE WATER VALVES	3 EA @ \$360.50 =	\$1,081.50

BASELINE AVE: 4" WHITE PAINT (2 COATS)

STRIPING MOBILIZATION	1 EA @ \$309.00 =	\$309.00
4" WHITE PAINT W/ GLASS BEADS	15,390 LF @ \$0.30 =	\$4,617.00

BASELINE AVE: 4" YELLOW PAINT (2 COATS)

4" YELLOW PAINT W/ GLASS BEADS	12,825 LF @ \$0.30 =	\$3,847.50
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BASELINE AVE: RAISED PAVEMENT MARKERS (CENTERLINE ONLY)

UNSPECIFIED PRODUCTS/SERVICES - RPM'S	1 LS @ \$1,532.00 =	\$1,532.00
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GRAND TOTAL

	Sub Total :	\$470,891.00
PNL 4402	County Tax :	20,507.30
APP 4442	City Tax :	6,733.74
	Grand Total :	\$498,132.04

NOTE: IMPORTANT NOTICE: Due to the severe volatility of the world oil market, the price on this proposal is for work completed before 1/27/2016. If work is completed after this date, regardless of cause or fault, pricing will be adjusted to reflect material costs at the time of delivery to the project. All materials and work affected by the oil market are dependant on availability of materials and pricing at the time of completion of the work.

ACCEPTANCE OF PROPOSAL**TERMS: NET 15 DAYS**

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Sunland Asphalt may withdraw this proposal if not accepted within 30 days, or if pricing becomes invalid within the notice above.

Sunland Asphalt

Authorized Signature : _____
 Name : Rick Risner
 Designation : Project Consultant

Client

Authorized Signature : _____
 Name : _____
 Date : _____