

COOPERATIVE PURCHASING AGREEMENT

THIS COOPERATIVE PURCHASING AGREEMENT ("Agreement") is made and entered into this 20th day of March, 2018, by and between the City of Maricopa, an Arizona municipal corporation ("City") and Sunland Asphalt & Construction, Inc., an Arizona corporation doing business as Sunland Asphalt ("Contractor").

RECITALS

A. After a competitive procurement process, the City of Buckeye, Arizona ("Buckeye") entered into Contract No. 2014-006 dated March 4, 2014 (the "Buckeye Contract"), for the Contractor to provide street maintenance materials and services. A copy of the Buckeye Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted, pursuant to the City of Maricopa, Purchasing Code, Article IV, Section 3-223 Cooperative Purchasing, to purchase such materials and services under the Buckeye Contract and the Buckeye Contract permits its cooperative use by other public entities including the City.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the Buckeye Contract; (ii) establishing the scope of work ("Work") to be provided by Contractor as more particularly set forth in Section 2 below; and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Work.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the City and the Contractor hereby agree as follows:

1. **TERM OF AGREEMENT.** This Agreement shall be effective as of the date first set forth above and shall remain in full force until March 12, 2019, ("Initial Term") unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the Buckeye Agreement. After the expiration of the Initial Term, this Agreement may be renewed ("Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds; (ii) the term of the Buckeye Contract has been extended; (iii) the City and the Contractor mutually agree in writing to extend the Agreement for an additional one-year term at least thirty (30) days prior to the end of the then-current term of the Agreement. The Initial Term and any Renewal Term(s) are collective referred to herein as the "Term". Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. **SCOPE OF WORK:** Contractor agrees to perform the Work specifically set forth in Exhibit B, which is incorporated herein by reference.

3. **COMPENSATION:** In accordance with the terms and conditions of this Agreement, the City shall compensate the Contractor for its materials and services as follows:

See Exhibit B

In no event, shall the total compensation under this Agreement exceed \$1,103,753.78. Exhausting the total amount payable for activities described in Section 2 above shall not relieve Contractor of its obligations to perform such services.

4. **CONTRACTOR'S BILLING:** Payment shall be made by the City to the Contractor on the basis of invoices submitted which must include a detailed itemization of all work and materials included, copies of receipts or billings as requested and is subject to review and certification of the City's authorized representative prior to payment.

5. **ACCEPTANCE OF WORK:** The City or its designee shall have the right to reject all or any work product submitted under this Agreement which does not meet the required specifications. In the event of any such rejection, the Contractor agrees to promptly remedy any and all deficiencies. No compensation shall be due for any rejected work until such deficiencies have been corrected.

6. **NOTICES:** All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

If to City:

City of Maricopa
Attn: City Manager
39700 W Civic Center Plaza
Maricopa, AZ 85128

If to Contractor:

Sunland Inc.
775 W. Elwood Street
Phoenix, AZ 85041
Attn:

7. **TERMINATION:**

7.1 Termination by the City for Cause. The City may terminate this Agreement if the Contractor (i) fails to fulfill in a timely and proper manner its obligations under this Agreement; or (ii) is otherwise guilty of substantial breach of a provision of the Agreement. In the event of such termination, Contractor shall deliver to City all work in any state of completion at the date of effective termination.

When any of the above reasons exist, the City may without prejudice to any other rights or remedies and after giving the Contractor ten (10) days written notice, terminate this Agreement with the Contractor.

When the City terminates the Agreement for one of the reasons stated above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Contractor and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

Upon the receipt of a notice of termination from the City, Contractor shall (i) promptly discontinue all services affected (unless the notice directs otherwise), and (ii) deliver or otherwise make available to the City copies of data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in the performance of this Agreement.

7.2 Termination by the City for Convenience. The City may terminate this Agreement without cause by giving Contractor ten (10) days written notice. Such termination shall not prejudice any other right or remedy the City may have under this Agreement. If this Agreement is terminated without cause, Contractor shall be paid for work performed to the date of receipt of such termination notice.

8. **INSURANCE:**

8.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of the Contractor, the Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors,

officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. The Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the Contractor. The Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. The Contractor shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Contractor shall execute a written agreement with the Subcontractor containing the indemnification provisions and insurance requirements (unless waived by City in City's sole discretion) set forth herein protecting the City and the Contractor. The Contractor shall be responsible for executing the agreement with the Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Contractor shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance

requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be the Contractor's responsibility to forward renewal certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates of insurance shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

- (a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
- (b) Auto Liability - Under ISO Form CA 2048 or equivalent.
- (c) Excess Liability - Follow Form to underlying insurance.

(2) The Contractor 's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, including Workers' Compensation, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by the Contractor under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

8.2 Required Insurance Coverage.

a. Commercial General Liability. The Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$4,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury or death, personal injury, advertising injury and property damage. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials, volunteers and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that

insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. The Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

8.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

9. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City and its elected and appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses, penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to , any injury or damages claimed by any of Contractor's and subcontractor's employees. This section shall survive the expiration or early termination of the Agreement.

10. **ARBITRATION:** The parties hereby agree to make a good faith effort to resolve any controversy or claim through informal negotiations. Any claim of controversy must first be

presented in writing, with supporting documentation, to the agent of the other party. The recipient shall have seven (7) days to prepare and deliver a response. Thereafter, in the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Contractor and the City. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the City and Contractor shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the City and Contractor. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

11. **GOVERNING 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 equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

12. **LICENSE:** Contractor represents and warrants that any license necessary 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 Maricopa" and Contractor agrees to obtain a business license pursuant to the City of Maricopa's City Code and keep such license current during the term of this Agreement. Any activity by subcontractors within the corporate city limits, will invoke the same business tax regulations on any subcontractors, and Contractor ensures its subcontractors will obtain any required business tax license.

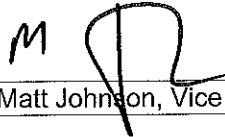
13. **ISRAEL BOYCOTT:** Contractor shall not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel in accordance with A.R.S. §35-393.01

14. **CONFLICTING TERMS:** In the event of any inconsistency, conflict or ambiguity between the terms of this Agreement and the Buckeye Contract, the terms of this Agreement shall govern. Notwithstanding the foregoing, unauthorized exceptions, conditions limitations or provisions in conflict with the terms of this Agreement or the Buckeye Contract (collectively, "Unauthorized Conditions"), other than the City's specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Buckeye Contract shall not alter or relieve

Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

SUNLAND, INC. dba Sunland Asphalt

By: 
Title: Matt Johnson, Vice President

CITY OF MARICOPA
An Arizona municipal corporation

Christian Price
Mayor

ATTEST:

Vanessa Bueras
City Clerk

APPROVED AS TO FORM:

Denis M. Fitzgibbons
City Attorney

EXHIBIT A

BUCKEYE CONTRACT

EXHIBIT B

SCOPE OF WORK
&
COMPENSATION

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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F: (602) 680-1332
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PROPOSAL

PROPOSAL

Client: City of Maricopa 45138 W Garvey Ave Maricopa, AZ 85239	Contact: Rob Dolson O: (520) 316-6946 F: (520) 568-9120	Job: City of Maricopa - FY 18 Spring Maintenance Edwards Ave & Taft Ave Maricopa City, AZ 85139	Date Written : 1/22/2018 Proposal Number : 81442 T-Line Number : UJ9A001X2C Project Consultant: Chance Cherry
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BID IN ACCORDANCE WITH THE CITY OF BUCKEYE JOC STREET MAINTENANCE CONTRACT NUMBER 2014-006

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:

Alterra OptiPave

01-110	Provide project management including travel time, meetings, paperwork and billings.		
32-230	Provide traffic control and barricades during our scope of work.		
28-222	Power sweep/clean asphalt surface. (Approx. 137,100 Sq. Yds.) See specification sheet C-1		
06-075	Apply TRMSS rubber modified asphalt sealer to approx. 137,100 Sq. Yds. at an approximate rate of .14 gal/Sq. Yd. See specification sheet TRMSS. (This proposal is based on performing the work in 5 section(s). Adhesion or bonding of TRMSS materials in not warranted in areas exposed to automotive fluids and/or other spills.)		
		Sub Total :	\$84,417.00
		PNL 4402	County Tax : 3,676.36
		MAC 4400	City Tax : 1,920.49
		Total :	\$90,013.85

Desert Cedars OptiPave

01-110	Provide project management including travel time, meetings, paperwork and billings.		
32-230	Provide traffic control and barricades during our scope of work.		
28-222	Power sweep/clean asphalt surface. (Approx. 52,516 Sq. Yds.) See specification sheet C-1		
06-075	Apply TRMSS rubber modified asphalt sealer to approx. 52,516 Sq. Yds. at an approximate rate of .14 gal/Sq. Yd. See specification sheet TRMSS. (This proposal is based on performing the work in 2 section(s). Adhesion or bonding of TRMSS materials in not warranted in areas exposed to automotive fluids and/or other spills.)		
		Sub Total :	\$32,785.00
		PNL 4402	County Tax : 1,427.79
		MAC 4400	City Tax : 745.86
		Total :	\$34,958.65

Edwards Ave OptiPave

01-110	Provide project management including travel time, meetings, paperwork and billings.		
32-230	Provide traffic control and barricades during our scope of work.		
28-222	Power sweep/clean asphalt surface. (Approx. 23,632 Sq. Yds.) See specification sheet C-1		
06-075	Apply TRMSS rubber modified asphalt sealer to approx. 23,632 Sq. Yds. at an approximate rate of .14 gal/Sq. Yd. See specification sheet TRMSS. (This proposal is based on performing the work in 2 section(s). Adhesion or bonding of TRMSS materials in not warranted in areas exposed to automotive fluids and/or other spills.)		
		Sub Total :	\$15,229.00
		PNL 4402	County Tax : 663.22
		MAC 4400	City Tax : 346.46
		Total :	\$16,238.68

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

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Client: City of Maricopa 45138 W Garvey Ave Maricopa, AZ 85239	Contact: Rob Dolson O: (520) 316-6946 F: (520) 568-9120	Job: City of Maricopa - FY 18 Spring Maintenance Edwards Ave & Taft Ave Maricopa City, AZ 85139	Date Written : 1/22/2018 Proposal Number : 81442 T-Line Number : UJ9A001X2C Project Consultant: Chance Cherry
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Homestead OptiPave

01-110	Provide project management including travel time, meetings, paperwork and billings.		
32-230	Provide traffic control and barricades during our scope of work.		
28-222	Power sweep/clean asphalt surface. (Approx. 194,305 Sq. Yds.) See specification sheet C-1		
06-075	Apply TRMSS rubber modified asphalt sealer to approx. 194,305 Sq. Yds. at an approximate rate of .14 gal/Sq. Yd. See specification sheet TRMSS. (This proposal is based on performing the work in 8 section(s). Adhesion or bonding of TRMSS materials in not warranted in areas exposed to automotive fluids and/or other spills.)		
		Sub Total :	\$119,909.00
		PNL 4402 County Tax :	5,222.04
		MAC 4400 City Tax :	2,727.93
		Total :	\$127,858.97

Maricopa Meadows OptiPave

01-110	Provide project management including travel time, meetings, paperwork and billings.		
32-230	Provide traffic control and barricades during our scope of work.		
28-222	Power sweep/clean asphalt surface. (Approx. 184,864 Sq. Yds.) See specification sheet C-1		
06-075	Apply TRMSS rubber modified asphalt sealer to approx. 184,864 Sq. Yds. at an approximate rate of .14 gal/Sq. Yd. See specification sheet TRMSS. (This proposal is based on performing the work in 8 section(s). Adhesion or bonding of TRMSS materials in not warranted in areas exposed to automotive fluids and/or other spills.)		
		Sub Total :	\$115,433.00
		PNL 4402 County Tax :	5,027.11
		MAC 4400 City Tax :	2,626.10
		Total :	\$123,086.21

PaloBrea OptiPave

01-110	Provide project management including travel time, meetings, paperwork and billings.		
32-230	Provide traffic control and barricades during our scope of work.		
28-222	Power sweep/clean asphalt surface. (Approx. 75,324 Sq. Yds.) See specification sheet C-1		
06-075	Apply TRMSS rubber modified asphalt sealer to approx. 75,324 Sq. Yds. at an approximate rate of .14 gal/Sq. Yd. See specification sheet TRMSS. (This proposal is based on performing the work in 3 section(s). Adhesion or bonding of TRMSS materials in not warranted in areas exposed to automotive fluids and/or other spills.)		
		Sub Total :	\$46,579.00
		PNL 4402 County Tax :	2,028.52
		MAC 4400 City Tax :	1,059.67
		Total :	\$49,667.19

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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Santa Rosa Springs OptiPave

01-110	Provide project management including travel time, meetings, paperwork and billings.		
32-230	Provide traffic control and barricades during our scope of work.		
28-222	Power sweep/clean asphalt surface. (Approx. 36,409 Sq. Yds.) See specification sheet C-1		
06-075	Apply TRMSS rubber modified asphalt sealer to approx. 36,409 Sq. Yds. at an approximate rate of .14 gal/Sq. Yd. See specification sheet TRMSS. (This proposal is based on performing the work in 2 section(s). Adhesion or bonding of TRMSS materials in not warranted in areas exposed to automotive fluids and/or other spills.)		
		Sub Total :	\$22,607.00
		PNL 4402 County Tax :	984.53
		MAC 4400 City Tax :	514.31
		Total :	\$24,105.84

Taft Ave Liquid Road

01-110	Provide project management including travel time, meetings, paperwork and billings.		
32-230	Provide traffic control and barricades during our scope of work.		
28-222	Power sweep/clean asphalt surface. (Approx. 58,740 Sq. Yds.) See specification sheet C-1		
30-255	Furnish and Apply Two (2) coat(s) of MasterSeal Sealer by Squeegee - Squeegee application on approximately 58,740 square yards. See specification sheet ABS-1. (This proposal is based on performing the work in 2 section(s). Adhesion or bonding of Seal Coat materials is not warranted in areas exposed to automotive fluids and/or other spills)		
32-315	Off Duty officer Sub		
		Sub Total :	\$19,806.00
		PNL 4402 County Tax :	862.55
		MAC 4400 City Tax :	450.59
		Total :	\$21,119.14

Wide Crack Repair

01-110	Provide project management including travel time, meetings, paperwork and billings.		
32-230	Provide traffic control and barricades during our scope of work.		
29-212	Power clean with compressed air and seal all cracks 1" and larger with Deery Level & Go crack sealant. (Includes 90,000 lbs material) (Alligatored areas not included) See specification sheet CJF-1 & CMC-200 Brochure.		
		Sub Total :	\$334,903.00
		PNL 4402 County Tax :	14,585.03
		MAC 4400 City Tax :	7,619.04
		Total :	\$357,107.07

Seal Coat and Wide Crack Repair Sub Total

	Sub Total :	\$791,668.00
PNL 4402	County Tax :	34,477.14
MAC 4400	City Tax :	18,010.45
	Total :	\$844,155.59

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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Farrell Pulverize / Grade

- 01-110** Provide project management including travel time, meetings, paperwork and billings.
- 01-330** Provide the following limited construction permits:
- Dust control permit
 - Water meter permit and water
- 32-230** Provide traffic control and barricades during our scope of work.
- 32-130** Make necessary sawcuts.
- 21-035** Pulverize approx. 13,457 square yards to a depth of 3". Add moisture to the pulverized material and compact to grade. Note: The pulverization of the asphalt has been bid for that function alone and does not include excavation of the base or subbase. If, at the time of the pulverization, we determine that water has weakened either the base or subbase, we will negotiate additional charges to correct the unforeseen problem. Note: Sunland Asphalt recommends that an independent testing lab perform core sampling to determine the stability of the subgrade soils. 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.
- 21-320** Fine grade, moisture condition, and compact subgrade to + or - 1/10 on 13,457 Square Yards.
- 32-300** GPS & pre-lower utilities prior to paving. Raise 4 water valves, 0 manholes, & 0 sewer clean outs, & 0 water / electrical boxes flush with new asphalt elevation including concrete collar per MAG Standards.

Farrell Cement Stabilize

- 21-045** Add 4 % lime to approx. 13,457 square yards Blend to a depth of 12". Add moisture and compact to grade. Note: 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.

Farrell Double Chip Seal

- 32-230** Provide traffic control and barricades during our scope of work.
- 06-310** Apply Polychip polymer modified asphalt binder at the rate of .45 gallons per square yard on approx 13,457 Sq. Yds. See specification sheet SAM-1.
- 20-320** Apply M.A.G. spec. low volume chips at the approximate rate of 30 pounds per square yard to 13,457 square yards. Roll with a pneumatic roller.
- 32-145** Re-stripe parking lot to existing pattern. See specification sheet Pavement Markings.
- 32-220** (Provide Description)

Farrell Fog Seal

- 32-230** Provide traffic control and barricades during our scope of work.
- 06-040** Fog seal approx. 13,457 square yards using CSS-1H asphalt emulsion. (This proposal is based on performing the work in 1 section(s). Adhesion or bonding of Fog materials not warranted in areas exposed to automotive fluids and/or other spills.)

Farrell Road Sub Total

	Sub Total :	\$210,673.00
PNL 4402	County Tax :	9,174.81
MAC 4400	City Tax :	4,792.81
	Total :	\$224,640.62

Contractor's License Numbers
AZROC-111922-CLA
AZROC-095189-C13
NV-49496 Limit \$5,000,000
CA-781952-C12
C5 74079



Arizona - Colorado - Nevada - New Mexico

775 W Elwood St
Phoenix, AZ 85041
O: (602) 323-2800
F: (602) 680-1332
www.sunlandasphalt.com

PROPOSAL

PROPOSAL

Client: City of Maricopa 45138 W Garvey Ave Maricopa, AZ 85239	Contact: Rob Dolson O: (520) 316-6946 F: (520) 568-9120	Job: City of Maricopa - FY 18 Spring Maintenance Edwards Ave & Taft Ave Maricopa City, AZ 85139	Date Written : 1/22/2018 Proposal Number : 81442 T-Line Number : UJ9A001X2C Project Consultant: Chance Cherry
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Re Stripe

32-145 Re-stripe parking lot to existing pattern. See specification sheet Pavement Markings.
PERMANENT PAINT WHITE, 4" EQUIV. 21365 LF
PERMANENT PAINT YELLOW, 4" EQUIV. 11950 LF
4" EQUIV. WHITE SPRAYED THERMOPLASTIC 60MIL 9680 LF
4" EQUIV. YELLOW SPRAYED THERMOPLASTIC 60MIL 11950 LF
4" EQUIV. WHITE TRANSVERSE THERMOPLASTIC 90MIL 11685 LF
4" EQUIV. YELLOW TRANSVERSE THERMOPLASTIC 90MIL 525 LF
OBLITERATION OF STRIPE, 4" EQUIV. 33315 LF
MOBILIZATION 3 EA

Re Stripe Seal Coat Sub Total

	Sub Total :	\$32,784.00
PNL 4402	County Tax :	1,427.74
MAC 4400	City Tax :	745.84
	Total :	\$34,957.58

Grand Total

	Sub Total :	\$1,035,125.00
PNL 4402	County Tax :	45,079.69
MAC 4400	City Tax :	23,549.09
	Grand Total :	\$1,103,753.78

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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Notes / Disclaimers

No permits, fees, bonds, compaction test, concrete, striping bumper blocks, signs (No signage of any kind, electrical signs of any kind, barricades, stop signs, handicap signage, warning or beware signs) weed killers, water meter, or staking in price unless noted in contract. There will be an extra charge based on time and material for the removal and replacement of dirt or soil if hardpan, saltpeter or caliche is found unless otherwise noted.

Additional charges may be applied resulting from circumstances beyond the control of Sunland Asphalt which prohibit the above mentioned work from being completed as scheduled. (i.e., unmoved vehicles, trailers, sprinklers, vandalism, etc.)

Any pre-existing ADA compliance issues are excluded from contract unless specifically stated in proposal.

NOTE: IMPORTANT NOTICE: Due to the severe volatility of the world oil market, the price on this proposal is for work completed before 2/22/2018. 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 : **Chance Cherry**
Designation : **Project Consultant**

Client

Authorized Signature : _____
Name : _____
Date : _____

SUNLAND ASPHALT TERMS AND CONDITIONS

All materials guaranteed to be as specified. 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, and delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. All jobs are subject to prelien.

Sunland Asphalt Terms and Conditions

Contractor hereby accepts the terms of the attached Contract subject to the provisions as defined on the Contract Agreement as well as the Owner's Agreement with the terms set forth in this Addendum. This Addendum is attached hereto and incorporated herein by reference. If any of the terms of the Contract 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. 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.

2. INTEREST AND EXPENSES

All sums not paid when due shall bear an interest rate of 1 ½% 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.

3. ATTORNEYS' FEES

In the event of litigation or collection efforts by Contractor, the prevailing party shall be reimbursed for its reasonable attorneys' fees, 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.

4. CONTINUED PERFORMANCE

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

5. BACKCHARGES

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 subcontract agreement. 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.

6. WORK AREAS

Owner is to prepare all work areas so as to be acceptable for Contractor work under the contract. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work.

7. TIME FOR PERFORMANCE

Contractor shall be given a reasonable time in which to commence and complete the performance of the contract. 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 subcontract amount 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 subcontract amount to be paid Contractor.

8. WORKMANSHIP

All workmanship is guaranteed against defects for a period of one 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 Standard of industry practice and will override strict compliance and strict performance.

9. 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.

10. NOTICE

Any notice or written claim required by the contract documents 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 documents, notwithstanding any shorter time period otherwise provided.

11. LIEN RIGHTS

Nothing in this agreement 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.

12. LABOR

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

13. 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 Addendum 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.

14. SCHEDULE

Contractor shall submit a schedule to Owner, Owner will review and notify Contractor of any schedule conflict. If Contractor finds it necessary to change his schedule, owner will give his best effort to meet this change in schedule. Contractor shall not be penalized for non-performance and will be paid for work performed.

15. INSURANCE RESTRICTION

Notwithstanding any provision to the contrary, Contractor shall maintain the types and limitations on insurance as shown on the attached certificate of insurance. Contractor is not required to waive any claims or rights of subrogation against the Owner or any others for losses and claims covered or paid by Owner's workers compensation or general liability insurance. Acceptance of the Certificate of Insurance constitutes acceptance of the insurance of Contractor, including any additional insured requirements. In addition, Contractor shall not provide completed operations under an additional insured requirement.

16. INDEMNITY, HOLD HARMLESS RESTRICTION

Any indemnification or hold harmless obligation of the Contractor shall extend only to claims relating to bodily injury and property damage and then only to that part or proportion of any claim damage, loss or defect that results from the negligence or intentional act of the indemnitor or someone for whom it is responsible. Contractor shall not under any circumstance have a duty to defend. Nothing in this agreement shall require the Contractor to indemnify any other party from any damages including expenses and attorneys' fees to persons or property for any amount exceeding the degree Contractor directly caused such damages. Contractor shall not be responsible for fines or assessments made against Owner and Contractor. Contractor retains all rights of subrogation. Contractor will not indemnify anybody for any actions except for Contractor's own negligence and only in the proportional amount of their negligence.

17. RIGHT TO RELY

Contractor shall rely on plans, drawings, specifications and other information provided by Owner, Owner, Architect or representatives of each. Contractor assumes no risk for unknown or unforeseen conditions not evident from the plans, drawings, specifications or other information provided to Contractor.

18. HAZARDOUS WASTE

Contractor shall have no obligation to handle (that is, to remove, treat or transport) any substance which is considered hazardous waste or substance under state or federal law ("hazardous waste"). Handling hazardous waste shall be outside the scope of work of this agreement. Title to all hazardous waste shall remain with others and shall not be property of Contractor.

19. DISPUTE RESOLUTION

Final determination of contract compliance and all dispute resolutions shall be handled in the jurisdiction and venue of Maricopa County, Arizona, and be governed by the laws of Arizona.