

PO REQUEST INFO

Date:	TOTAL PO AMOUNT:	GL Account:	Amount 1st GL:
12/10/25	\$ 1,092,570.60	131-5-3581-657	\$ 1,092,570.60

Requested By: Cason Chambers

If extra funds needed, enter acct. # you will use below:

Vendor:	Contract Entity:
Weems Asphalt	1GPA

Activity or Special Project Number:	Contract Number:	Contract End Date
62605	22-15P-05	6/28/2027

Explanation of request:

This request is for services necessary to complete pavement reconstruction in areas of the original town site in FY26 using Weems Asphalt under 1GPA contract #22-15P-05 and in the amount of \$1,092,570.60.

If Multiple accounts, list additional GLs and amounts:

ADD'L GL Account:	Amount 2nd GL:	GL to use if shortage:
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ADD'L GL Account:	Amount 3rd GL:	GL to use if shortage:
<div style="border: 1px solid black; width: 200px; height: 25px;"></div>	<div style="border: 1px solid black; width: 200px; height: 25px;"></div>	<div style="border: 1px solid red; width: 200px; height: 25px;"></div>
ADD'L GL Account:	Amount 4th GL:	GL to use if shortage:
<div style="border: 1px solid black; width: 200px; height: 25px;"></div>	<div style="border: 1px solid black; width: 200px; height: 25px;"></div>	<div style="border: 1px solid red; width: 200px; height: 25px;"></div>

Check appropriate box and confirm required attachments are included/emailed:

- \$5000.01-10,000. Attached: Three (3) informal quotes -OR- Contract and quote
- \$10,000.01-30,0000. Attached: Contract & formal quote -OR- Three (3) formal quotes
- Over \$30,000. Attached: Contract & formal quote or RFP if no contract; AND Council Approval, budget line from Budget Book
- Memo attached for Sole Source, Emergency Purchase, or other non-conforming request.
- New Vendor, new name, new ownership? W9 and Vendor Registration Form attached.

Dept. Head Approval:

El Mirage Original Town Site Residential Road Resurfacing

Total Capital Cost: \$1,250,000.00

Department: Highways and Streets
 Type: Capital Improvement
 Request Groups: CIP
 Timeline: 07/01/2028 to 06/30/2029

Request description:

The Public Works department evaluates all City roadways using the Pavement Surface Evaluation and Rating (PASER) system to determine the necessary treatment required. The necessary treatment is then placed in the City's pavement management plan, a 30 year maintenance cycle for all City roadways. This allows for roadways to receive recommended treatments to extend their useful life efficiently. There are a variety of treatments available. Attached to this project are a general list of treatments and when they are applicable. This project is the mill and overlay of selected roads in the downtown neighborhood area. The City's pavement management program provides preventative treatments such as seal coating and crack sealing for roadways that have years remaining in their service life. These areas in the downtown residential area have exceeded the service life of the pavement management program and are recommended for a higher level pavement treatment - a mill and overlay process. In this process, the top 1.5" to 2" of the roadway will be removed and replaced with new asphalt. Pricing for the project is calculated through the analysis of a past mill and overlay project with market inflation applied. This request will look for grant funding first. Pricing for the project is calculated through the analysis of a past mill and overlay project with market inflation applied. Modified: Renamed project.

Capital Costs	FY2026	Total
Planning		\$0.00
Design		\$0.00
Engineering		\$0.00
Land/Right-of-way		\$0.00
Construction/Maintenance	\$1,250,000.00	\$1,250,000.00
Other		\$0.00
Total	\$1,250,000.00	\$1,250,000.00

Funding Source	FY2026	Total
111 - General		\$0.00
114 - Court		\$0.00
121 - Court Enhancement		\$0.00
128 - Towing		\$0.00
131 - HURF	\$1,250,000.00	\$1,250,000.00
141 - LTAF		\$0.00
148 - CDBG		\$0.00
149 - Special Projects		\$0.00
156 - Capital Streets		\$0.00
511 - Water		\$0.00
516 - Ranchettes		\$0.00
541 - Sewer		\$0.00
591 - Sanitation		\$0.00
Total	\$1,250,000.00	\$1,250,000.00

Account Codes (Capital Costs):

131-5-3581-657	\$1,250,000.00
	\$1,250,000.00

Additional Information

Type of Project	Resurface Current Road
Strategic Priority	Superior Infrastructure
Grant Funding	No
Bond Eligible	No
Project Status	Unmodified

Original Town Site Road Resurfacing Project - FY26

Contractor	Quote	Allowance	Total
Weems Asphalt	\$ 992,570.60	\$ 100,000.00	\$ 1,092,570.60
DBA Construction	\$ 1,198,002.00	\$ 100,000.00	\$ 1,298,002.00
ALK Asphalt	\$ 1,276,359.50	\$ 100,000.00	\$ 1,376,359.50

* \$1,250,000.00 budgeted for FY26



Weems Asphalt LLC



Weems Asphalt takes great pride in providing the right pavement maintenance solutions to over five hundred clients across the State of Arizona. Weems takes a hands-on approach to every aspect of your project from pre-construction through final completion. Our dedicated professionals have years of experience and are passionate about providing great service and quality for your asphalt pavement needs, including concrete, asphalt removal & replace, asphalt paving, asphalt patching, asphalt overlays, grading, milling, crack seal, seal coat, patching, stabilization, and striping. We look forward to working with you!

Contract: 22-15P-05
Asphalt Products & Services

[Click here to access the Contract Due Diligence File, Original Vendor Response, Current Pricing, Contract Extensions, and Vendor Point of Contact Details.](#)

Contract Expiration: 06/28/2027 (* See contract for details.)

i **Need help?**
Please know that our team will always be available and ready to assist you. If you're having trouble accessing our Member Portal or have questions, contact Michelle Aiken at maiken@1gpa.org for further assistance.



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Pinal County
 School Office
 EDUCATION SERVICES

Contract Extension/Amendment

5/14/2025

Weems Asphalt LLC
 535 N 51st Ave Suite 200
 Phoenix, Arizona, 85043
 Attn: Craig Weems

Re: Extension Agreement for Asphalt Products and Services, Contract # 22-15P-05-E3

The above-referenced contract is hereby mutually extended for an additional one (1) year period until 06/28/2026. This is the fourth year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and returning this signed Contract Extension with the following documentation:**

- Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance)
- Updated Contact Information Sheet

Please check the box next to the appropriate contract price update:

- No contract pricing updates. Current price on file is accurate.
- Our contract pricing is based on a firm-fixed price list. We are providing an updated firm-fixed price list for 1GPA's approval with this extension.
- Our contract pricing is based on a percentage discount. We are providing new price lists for 1GPA's approval with this extension. *Note: Percentage Discounts remain the same as per contract terms and conditions.*
- We are aware of new price lists that will be available during the upcoming contract year. We will present those when received. Current price lists will remain on file until updated price lists are received and approved by 1GPA.


Please include a brief description of all the price updates below:

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for approval.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature: 	
Printed Name: Craig Weems	
Title: President	Date: 5/14/2025

Approvals/Authorized Signatures:

1GPA and Mary C. O'Brien Accommodation School District/Pinal County ESA have reviewed this contract extension. Each party's signature indicates approval. The absence of a signature indicates non-approval.

 Christy Knorr

Christy Knorr, President
1GPA

06/03/2025

 Jill Broussard

Jill Broussard, Pinal County Superintendent
Mary C. O'Brien Accommodation School District/Pinal
County ESA

06/03/2025

SCOPE OF WORK

November 2025

City of El Mirage – Original Town Site Pavement Mill & Overlay Project

- Adjust Survey Monuments – (x10)
- Pre Lower Utility Adjustments – (x60)
- Raise Water Valves – (x50)
- Raise Manholes – (x12)
- Pavement Markings
- Traffic Control
- Uniformed Off-Duty Officer
- 2” Asphalt Milling – 45,000 SY
- 2” AC Overlay – 45,000 SY
- Digital Message Boards for Public Notification
- Include Sales Tax

Please include 90-day pricing to include mobilization, labor & materials for entire project.

Use attached project map for reference.



602.560.3535

5009 EAST WASHINGTON STREET SUITE 200
PHOENIX, ARIZONA 85034

WEEMSASPHALT AZ ROC #324338 IAZ ROC #324339



**WE DRIVE ON
OUR REPUTATION.**

WEEMSASPHALT.COM

To:	City of El Mirage	Contact:	Cason Chambers
Address:	10000 N. El Mirage Road El Mirage, AZ 85335	Phone:	623.876.2973
Project Name:	Original Town Site Overlay	Fax:	
Project Location:	W Ventura Street & N Alto Street, El Mirage, AZ	Bid Number:	2025-2282
		Bid Date:	11/19/2025

Work to be performed under the following contract:

1GPA - Asphalt Products and Services
IFB PV No. IFB #22-15P

Bid Is Based On (1) Phase/Mobilization Over Consecutive Working Days (Excluding Weekends & Holidays)

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1GPA - 30	Mobilization - Asphalt Milling:	1.00	LS	\$1,300.0000	\$1,300.00
1GPA - 31	Asphalt Milling (Per Inch Deep):	45,000.00	SY	\$2.7000	\$121,500.00
1GPA - 243	Sweeping:	50.00	HR	\$155.0000	\$7,750.00
1GPA - 82	Mobilization - Fog or Tack Seal:	1.00	LS	\$600.0000	\$600.00
1GPA - 83	Fog Seal or Tack Seal:	405,000.00	SF	\$0.0600	\$24,300.00
1GPA - 22	Mobilization - Asphaltic Concrete Paving & Overlay:	1.00	LS	\$2,500.0000	\$2,500.00
1GPA - 25	Asphaltic Concrete Paving & Overlay (2" Depth):	405,000.00	SF	\$1.6100	\$652,050.00
1GPA - 179	Mobilization - Manhole Adjustments:	2.00	LS	\$800.0000	\$1,600.00
1GPA - 180	Lower Manhole:	12.00	EACH	\$600.0000	\$7,200.00
1GPA - 181	Raise Manhole:	12.00	EACH	\$800.0000	\$9,600.00
1GPA - 183	Lower Water/Sewer/Gas Valves:	50.00	EACH	\$565.0000	\$28,250.00
1GPA - 184	Raise Water/Sewer/Gas Valves:	50.00	EACH	\$600.0000	\$30,000.00
1GPA - 186	Lower Survey Monuments (Type A):	10.00	EACH	\$350.0000	\$3,500.00
1GPA - 187	Raise Survey Monuments (Type A):	10.00	EACH	\$540.0000	\$5,400.00
1GPA - 134	Mobilization - Acrylic Striping:	1.00	LS	\$600.0000	\$600.00
1GPA - 135	Mobilization - Thermoplastic Striping:	1.00	LS	\$1,200.0000	\$1,200.00
1GPA - 140	New Layout: Acrylic 4" Wide:	2,200.00	LF	\$0.5000	\$1,100.00
1GPA - 144	Thermoplastic: 4" Wide:	2,200.00	LF	\$1.2000	\$2,640.00
1GPA - 178	Blue Reflector Installed:	50.00	EACH	\$20.0000	\$1,000.00
1GPA - 239	Registered Surveyor, 1 Man And Equipment:	40.00	HR	\$285.0000	\$11,400.00
1GPA - 242	Traffic Control:	9.00	EADY	\$2,500.0000	\$22,500.00

Bid Price Subtotal: \$935,990.00

Tax (City Of El Mirage) 6.05%: \$56,580.60

Total Bid Price: \$992,570.60

Notes:

- **Due to the current volatility of petroleum based products (liquid asphalt binder) and other materials required to perform our work, this proposal is valid for 30 days from the proposal date.**
- **EXCLUSIONS (Unless Otherwise Stated):**
Liquidated Damages, Permits, Bonds, Sales Tax, Retention of Monies, Fees, Plans, Engineering, Survey, Testing, Staking, Irrigation Repairs, Landscaping, Notifications, As-builts, Utility Adjustments, Compaction Testing, Weed Abatement, Any Pre-Existing ADA Compliance Issues, Hard Dig (Caliche), Traffic Control, Prime Coat, Davis Bacon & Prevailing Wages, Track-out rock and devices, SWPPP, Plant Opening Fees, Loop Detectors, Removal of Petro-Mat, Owner Controlled Insurance Program (OCIP), Contractor Controlled Insurance Program (CCIP), Damage to utilities buried less than 18 inches below subgrade.

• **General Conditions:**

1. To ensure the best quality and efficiency for your project, vehicles and trailers shall be coordinated and relocated by Owner prior to starting our work. If vehicles/trailers are in our work area on the scheduled date(s) work is performed, Owner will be charged \$75.00 per each vehicle/trailer relocated.
2. Work area shall be free from standing water before starting work and remain free of water until the completion of the work. This includes automatic sprinklers or any other water source on or around the property.
3. To ensure a safe project for all, the designated work area shall remain closed to vehicular traffic until contractor approves opening area to traffic.
4. Owner shall provide reasonable access to water source. 5. Additional charges may be applied resulting from circumstances beyond the control of Weems Asphalt which prohibit work from being completed as scheduled. Including, but not limited to other Contractors performing unrelated work, vehicles in work area, water from sprinklers or other fixtures, etc.
6. This proposal is based on performing the work during normal business hours.
7. Customer/Owner is solely responsible for maintaining subject property in full compliance regarding Americans With Disabilities Act (ADA) Federal and State Laws. Customer/Owner agrees to indemnify and hold Weems Asphalt harmless from and against any and all liability, claims, expenses or damages, including attorneys' fees, relating in any way to ADA requirements or issues.

• **Terms & Conditions:**

1. Proposal Valid for 30 Days. Weems Asphalt's proposal is valid for a period of 30 days from issuance. Should Customer award a contract after that period, Weems Asphalt may reasonably adjust its proposed work, time and price for Customer's acceptance.
 2. Commercially Reasonable Contract Form. Weems Asphalt conditions its proposal on the Customer's agreement to a mutually acceptable and commercially reasonable contract form incorporating the terms set forth herein. Commercially reasonable contract forms include those published by ConsensusDocs, see www.consensusdocs.org.
 3. Prompt Payment and Lien Waivers. Customer shall make prompt payment of the contract price to Weems Asphalt in accordance with the requirements of ARS 32-1129.01. Customer shall furnish lien waivers with its applications for payment in accordance with ARS 33-1008(D).
 4. Relief for Excusable and Compensable Delays and Impacts and Unforeseen Conditions. Weems Asphalt shall not be responsible for damages to Customer and Weems Asphalt shall be entitled to an equitable adjustment of the contract time resulting from delays and impacts not within the reasonable control of Weems Asphalt. Weems Asphalt shall be entitled to equitable adjustments in the contract time and the contract price resulting from delays and impacts caused by Customer or its agents and for unforeseen conditions.
 5. Warranty. Weems Asphalt shall warranty its materials and workmanship for a period of one (1) year from the date of substantial completion of Weems Asphalt's work. Weems Asphalt shall not be responsible for damage or defects in its completed work caused by Customer or others.
 6. Indemnity and Insurance. Weems Asphalt shall indemnify Customer for any third-party claims, damages or expenses to the extent caused by the negligent performance of Weems Asphalt's work by Weems Asphalt. Weems Asphalt shall have no obligation to indemnify Customer to the extent such claims, damages or expenses are caused by Customer or anyone other than Weems Asphalt. Weems Asphalt shall furnish Customer with its Certificate of Insurance current as of the time of contract and shall, if requested by Customer, name Customer as an additional insured of its policy of commercial general liability insurance by endorsement reasonable acceptable to Weems Asphalt and its insurer.
 7. Mutual Waiver of Consequential Damages and Limitation of Liability. Neither Weems Asphalt nor Customer shall be liable to the other for any consequential damages. Except for damages covered by Weems Asphalt's insurance or within the scope of Weems Asphalt's obligations of indemnity for third-party claims, Weems Asphalt shall not be liable to Customer for damages, expenses or fees in excess of the contract price actually paid by Customer.
 8. Dispute Resolution. Weems Asphalt and Customer shall endeavor to resolve any claims and disputes between them through negotiation or privately administered mediation. Any actions brought to enforce the contract and/or claims arising from the contract or the work of Customer's Project shall be brought in Maricopa County Superior Court.
- **Paving On Others Grade Terms:** Grade to be performed by others. Prior to the Paving work, Parties shall stringline the grade to ensure it has been finished per the Plans and Specifications. Client shall be responsible for ensuring finished grade has passed all specified project requirements prior to beginning paving operations.

Payment Terms:

NET 15 DAYS

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Weems Asphalt</p> <p>Authorized Signature: _____</p> <p>Estimator: Ray Caiola (602) 502-2376 rayc@weemasphalt.com</p>
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Date: 12/05/25
 Proposal No. ELMIR25004

To: Cason Chambers
 Coty Of El Mirage

El Mirage Mill & Overlay

DBA Construction proposes (unless otherwise noted) to furnish all labor, equipment, material and incidentals necessary to successfully complete the items listed below. We thank you for the opportunity to provide you with a comprehensive proposal for the above referenced project.

WORK ITEMS						
NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	
1.	MOBILIZATION	1	LS	\$ 56,000.00	\$	56,000.00
2.	2-INCH MILL	45,000	SY	\$ 3.15	\$	141,750.00
3.	2-INCH OVERLAY	45,000	SY	\$ 18.20	\$	819,000.00
4.	PRE LOWER UTILITY ADJUSTMENTS	62	EA	\$ 640.00	\$	39,680.00
5.	RAISE WATER VALVES	50	EA	\$ 635.00	\$	31,750.00
6.	RAISE MANHOLES	12	EA	\$ 650.00	\$	7,800.00
7.	ADJUST SURVEY MONUMENTS	10	EA	\$ 325.00	\$	3,250.00
8.	PAVEMENT MARKINGS	784	LF	\$ 8.00	\$	6,272.00
9.	TRAFFIC CONTROL	1	LS	\$ 70,200.00	\$	70,200.00
10.	SURVEY	1	LS	\$ 7,800.00	\$	7,800.00
11.	QUALITY CONTROL	1	LS	\$ 14,500.00	\$	14,500.00
PROPOSAL TOTAL:					\$	1,198,002.00

Assumptions

1. A full-time off-duty officer is included in this proposal.
2. Three digital message boards are included, along with door flyers for public notifications if needed.
3. Traffic control will consist of barricades to prevent public parking on the street and a full-time two-man crew to manage traffic during milling and paving operations.
4. Resident access will be maintained where feasible, but temporary delays should be expected during milling and paving operations.
5. Existing asphalt is assumed to be suitable for milling with no unforeseen structural failures requiring deep patching.
6. Utility adjustments (manholes, valves, monuments) will be adjusted to final grade.

Clarifications

1. 2-inch overlay will utilize a MAG 1/2" SHRP or Marshall PG 70-10 asphalt mix.

Exclusions

Our proposal excludes the following items and were not considered during the preparation to this estimate:

1. SWPPP
2. Landscaping, irrigation, decorative borders.
3. Potholing
4. Replacement of sidewalks, curbs, gutters, ADA ramps, or valley gutters.
5. Driveway tie-ins or transitions beyond the paved limits.
6. Full-depth asphalt removal or reconstruction.
7. Tack coat beyond one application; re-tack caused by traffic or contamination is excluded.

Regards,
 Zach Henderson
 Estimator

PROPOSAL #250081r1**ALK Asphalt****ALK Asphalt LLC**

12630 N. 103rd Ave Suite #133

Sun City, AZ 85351

Contact: KJ Holguin

Phone: 623-203-0317

Email: KJ@alkasphalt.com

<u>Contact Name:</u>	Cason Chambers	<u>Job Name:</u>	Historic Neighborhood Rehab
<u>Company Name:</u>	City of El Mirage	<u>Date of Plans:</u>	N/A
<u>Jobsite Address:</u>	El Mirage Rd & Thunderbird Rd	<u>Revision Date:</u>	N/A
<u>City, State, Zip:</u>	El Mirage, AZ 85335	<u>Addenda:</u>	N/A
<u>Phone:</u>	480-372-1131	<u>GC Clarification:</u>	N/A
<u>Email:</u>	CChambers@elmirageaz.gov	<u>Valid for:</u>	30 days from date above
<u>Asphalt Index</u>	ADOT Index		

Bid to complete over 15 days.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
* 10	Mobilization	1.00	LS	15,000.00	15,000.00
* 35	Pre-Lower & Raise Valves	50.00	EA	960.00	48,000.00
* 36	Pre-Lower & Raise Manholes	12.00	EA	1,600.00	19,200.00
* 37	Replace Survey Monuments After Paving	10.00	EA	230.00	2,300.00
* 40	Asphalt Milling 2" Deep	45,000.00	SY	3.00	135,000.00
* 45	Asphalt Paving 2"	45,000.00	SY	20.00	900,000.00
* 120	Pavement Markings	1.00	LS	6,500.00	6,500.00
* 130	Traffic Control	15.00	DY	1,500.00	22,500.00
* 140	Off Duty Police Officers (Allowance)	100.00	HRS	150.00	15,000.00
PRE-TAX GRAND TOTAL					\$1,163,500.00
TAX					\$112,859.50
GRAND TOTAL					\$1,276,359.50

NOTES:

PAYMENT TERMS: If payment in full is not received by ALK Asphalt LLC within 45 days of project completion or progress payment, to the extent allowed by law, a finance charge of 1.5% per month (18% APR) and a \$50/ month processing fee will be added to the total due.

ATTORNEY'S FEES: In the event Client fails to pay as required by this agreement, ALK Asphalt LLC shall be entitled to recover from the client any fees or costs incurred by ALK Asphalt LLC, including reasonable actual attorney fees and collection agency fees, in the demand, commencement, and/ or prosecution of collection activities.

GUARANTEE: All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices accepted by the applicable governing body.

EXCLUSIONS: ALK Asphalt LLC is not liable for work outside this proposal's scope or agreed upon in the contract documents. Any work not listed in this proposal or contract documents must be agreed upon before additional work is performed. Alterations: Any alterations or deviations from proposed specifications involving extra costs will be executed only upon a written and signed change order.

TAXES: ALK Asphalt LLC will assess all applicable state and local taxes to the proposal unless an AZ5005 form has been completed and is on file with ALK Asphalt LLC before the project start date.

CANCELLATION: A cancellation fee of 5% of the total project cost will be charged for cancellations within 5 days of the scheduled start date. This fee is intended to cover administrative and planning expenses incurred by ALK Asphalt LLC.
Exceptional Circumstances: In the event of unforeseen and extraordinary circumstances beyond the client's control (e.g., natural disasters, regulatory changes), both parties agree to discuss and negotiate a fair resolution.

RESCHEDULING: In cases where the client wishes to reschedule the project, ALK Asphalt will reasonably accommodate the request without imposing additional fees, subject to availability and scheduling constraints.

INDEMNIFICATION: The client shall indemnify and hold ALK Asphalt LLC harmless from any loss or liability from performing the Services under this agreement.

CONFIDENTIALITY: We respect the sensitive nature of the information you share. ALK Asphalt LLC acknowledges that the client must disclose certain confidential and proprietary information to us so that we can perform our duties under this agreement. We assure you that revealing to a third party or misusing this proprietary or confidential information would irreparably harm the client, and we are committed to maintaining the highest level of confidentiality.

NO PARTNERSHIP: This agreement does not create a partnership between the client and ALK Asphalt LLC. Unless otherwise directed, ALK Asphalt LLC shall have no authority to enter into contracts on the client's behalf or represent the client in any manner.

NON-COMPETE: The client does not have the authority to directly employ ALK Asphalt LLC staff for work outlined in or outside of this agreement at any time for any reason.

DELAYS: All agreements are contingent upon weather, strikes, accidents, or delays beyond our control. Jobs are scheduled upon receipt of the signed Proposal or contract; "first come, first serve." Clients will be notified of an approximate start and completion date. Occasionally, our schedule needs adjusting due to weather, job delays, lack of permits, accidents, employee illness, back-ordered material, etc. In such an event, Client agrees that such delays do not constitute non-performance, and Customer will be notified of their new projected start date.

INSURANCE: The client is to carry the desired insurance. ALK Asphalt LLC carries general liability and vehicle insurance. ALK Asphalt LLC is licensed and bonded to meet proper state requirements. Worker's Compensation Insurance fully covers all employees.

SUB-CONTRACT: The client agrees that portions of this agreement may be subcontracted to another party, including only companies qualified to perform the work outlined in this agreement and who can perform at the standards of ALK Asphalt LLC. All subcontractor work will be overseen by ALK Asphalt LLC staff. In such event, the Client will be provided with the name and address of such subcontractor (if required).

LIEN WAIVERS/ CONTRACTS PROVIDED: Client acknowledges receipt of a copy of the agreement prior to the commencement of any work or any payment hereunder and is hereby informed that Client is entitled to receive lien waivers from all contractors, subcontractors, and material suppliers at or prior to the time final payment is made.

LANDSCAPING: ALK Asphalt LLC is not responsible for landscaping, landscape restoration, or incidental damage to existing landscaping, including trees, shrubs, bushes, flowers, etc., repair of ruts from equipment, and landscape restoration along edges of work (unless listed as an item in the proposal or contract documents).

ENGLISH AS PRIMARY LANGUAGE: The client hereby acknowledges that the client is not visually impaired and can read this agreement and that the client's primary language is English.

LIEN NOTICE: NOTICE OF LIEN RIGHTS: AS REQUIRED BY ARIZONA CONSTRUCTION LIEN LAW, ALK ASPHALT LLC HEREBY NOTIFIES THE OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION OF THE OWNER'S LAND MAY HAVE LIEN RIGHTS ON THE OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS IN ADDITION TO ALK ASPHALT LLC ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION.

ACCORDINGLY, IF ANY SUCH NOTICES ARE RECEIVED (SIXTY-DAY NOTICES ARE NOT REQUIRED UNDER CERTAIN CIRCUMSTANCES). ALK ASPHALT LLC AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

CUSTOMER RESPONSIBILITY: The Customer is responsible for ensuring the proposed work is within property lines, right of way, and approved by zoning. The customer must obtain any necessary permits before the projected job start date. ALK Asphalt LLC will contact Arizona 811 (Blue Stake) at least six days before the start date.

This bid shall supersede any contract documents for any of the above stated work and shall be part of any contract documents agreed upon.

ACCEPTED BY:

SIGNATURE: _____

NAME: _____

DATE: _____

PO #: _____