

Pavement Management Program

Project Number: 62052
Total Capital Cost: \$7,000,000.00

Department: Highways and Streets
Type: Capital Improvement
Request Groups: CIP
Timeline: 07/01/2024 to 06/30/2029

Request description:

The pavement management program is a 30-year plan to preserve and extend the life of city streets through a variety of maintenance practices. These include seal coating, preventative methods, and pavement striping.

The 2021 National Community Survey found that 67% of El Mirage residents rank the quality of city pavement highly, 76% consider it easy to travel by car in the city, and 67% feel it is important to focus on the overall quality of the transportation system in the next two years.

Modified: Add FY29

Capital Costs	FY2025	FY2026	FY2027	FY2028	FY2029	Total
Planning						\$0.00
Design						\$0.00
Engineering						\$0.00
Land/Right-of-way						\$0.00
Construction/Maintenance	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	\$7,000,000.00
Other						\$0.00
Total	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	\$7,000,000.00

Funding Source	FY2025	FY2026	FY2027	FY2028	FY2029	Total
111 - General						\$0.00
114 - Court						\$0.00
121 - Court Enhancement						\$0.00
128 - Towing						\$0.00
131 - HURF	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	\$7,000,000.00
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	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	\$7,000,000.00

Additional Information

Type of Project: Other
 Strategic Priority: Superior Infrastructure
 Division: Operations
 Grant Funding: No
 Bond Eligible: No
 Project Status: Modified

New Public Works Building Parking Area Resurface and Striping FY25

Contractor	Quote	Contingency	Total
ALK Asphalt LLC	\$37,330.75	\$2,669.25	\$40,000.00

City of El Mirage Contract #PW23-RFQ-JOC01

PROPOSAL #240936r1



ALK Asphalt LLC

12630 N. 103rd Ave Suite #133

Sun City, AZ 85351

Contact: Emily Barwald

Phone: 602-300-2359

Email: Emily@ALKasphalt.com

Contact Name: Cason Chambers
Company Name: City of El Mirage
Jobsite Address: 10355 N 121st Ave
City, State, Zip: El Mirage, AZ 85335
Phone: 480-372-1131
Email: cchambers@elmirageaz.gov
AC Index: ADOT Index

Job Name: PW Microseal & Striping
Date of Plans: N/A
Plan Revision Date: N/A
Addenda: N/A
GC Clarification: N/A
Valid for: 30 days from date above

Bid to complete in two mobs.

Updated quantity with new building footprint.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
91	Apply Type II Micro Seal	4,405.00	SY	7.40	32,597.00
92	Blow Out Cracks and Crack Seal	4,405.00	SY	0.75	3,303.75
110	Stripe Parking Lot	1.00	LS	1,430.00	1,430.00
GRAND TOTAL					\$37,330.75

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 as 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 LEIN 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 LEIN 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.

Customer signature:

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

PO #
