



3225 E 44th Street - Tucson, Arizona 85713
(520) 741-2100 FAX (520) 741-0815

License Numbers
109056 Residential C-13 102421 Commercial A-14
Bonded and Insured

PROPOSAL

Submit To: Foothills Clusters H.O.A.	Job Name: Foothills Clusters H.O.A.	Page 1 of 4
Address: P.O. Box 64569		Ref. No.: 65240
City, St., Zip: Tucson, Az 85728	Job Address: P.O.Box 64569.	Date: 7/10/2015
Attn: Mr. Dale Prescott	Tucson, Az, 85728	
Phone: (520) 907-3999	Job Phone:	Email: daleprescott@theriver.com
Fax:	Mobile:	

ROAD RENOVATIONS

Pulverize the existing asphalt and blend it to a depth of 4 - 6 inches. We then process this blended material with water. Blending of the two materials helps us to create one of the most durable paving sub-bases attainable. Once all of the pulverized material is blended and processed, we begin to engineer and grade the sub-base. Grade to obtain positive drainage. Haul off excess materials as needed.

Adjust utility covers as needed to improve transition of overlay.

We will be grading so as to minimize the need for adjusting utilities, and survey monuments.

Pave approximately 534,002 square feet of prepared areas with hot mix asphalt. Place hot mix asphalt to an average finished compacted depth of 2 inches and roll with vibratory steel drum roller. Some areas may require asphalt depth adjustment to match existing elevations. Pulverization, sub-base preparation, and pave work is based on performing in 10 sections, over a 10 week period.. We will re-install drainage berms at various driveways to facilitate improved drainage.

Note: Areas paved will be susceptible to scuff marks from tire friction. These areas will kneed out and become less noticeable once cured. If the job is completed on a weekend, extra cost will be incurred.

Provide barricades for traffic control and clean up debris as a result of the above work performed.

Exclusions: Cost of engineering, permits, testing, bonding, surveying/layout, traffic control, towing of vehicles, sawcutting, rough grade, placing ABC, brushing, demo, survey monument adjustments, soil sterilant, removal of obstructions in, above and below subgrade and any other item not specified in this proposal.

For the Total Sum of	\$734,757.00
Taxes Included	<u>\$0.00</u>
Proposal Total	\$734,757.00

OPTIONAL- We will pave the streets to a compacted depth of 2 -1/2".

Add the sum of	\$119,233.00
Taxes Included	<u>\$0.00</u>
Option Total	\$119,233.00

SERVING ARIZONA SINCE 1986

Ref. No. 65240

Note: Quote is based on work being completed in 10 mobilization(s). In the event of an increase of mobilizations, additional charges may apply.

This proposal is an offer to perform services and supply material indicated in this offer for the price and upon the terms and conditions stated herein. This offer will be open for a period of 30 days.

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

Please refer to reverse side of contract regarding Preliminary Notices and Mechanic's Lien Rights.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders, and will become an extra charge over and above the estimate. Owner to carry General Liability and other necessary insurance. Bates Paving carries all required liability and worker's compensation insurance.

Acceptance of Proposal

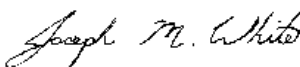
Signature _____ Title _____ Date _____

Signature _____ Title _____ Date _____

Note: A faxed copy of a signed contract will be considered a legal contract.

We appreciate the opportunity of quoting for you on this project and look forward to working with you through its successful completion. In the meantime, should you have any questions or require additional information, please do not hesitate to contact me.

Authorized Signature _____



Joseph M. White

Authority - Owner identifies herein all individuals with authority to deal with Bates regarding all issues concerning this contract with the work performed hereunder:

Name/Title: _____

Phone: _____

Name/Title: _____

Phone: _____

All of our products comply with State and Federal E.P.A. safety regulations. Applicable Material Safety Data Sheets are available upon request.

Payment to be made as follows: Net 15 days

This contract becomes part of any other known contracts between Bates Paving and the undersigned.

STANDARD TERMS AND CONDITIONS

1. WARRANTY. Subject to the exclusions and limitations below, Bates warrants its work to be free of defects in workmanship. Bates will repair or replace areas of pavement which are not satisfactory due to defects in workmanship, provided written notice of the claim is received by Bates substantially completes the work. Substantial completion is defined as the time when the Owner has use of the work. All guaranties and/or warranties become effective as of the date BATES PAVING & SEALING, INC. completes the work.

2. EXCLUSIONS AND LIMITATIONS ON WARRANTY. This warranty shall be subject to the owner and/or owner's representative complying with the following conditions: (a) The work area be free from water prior to commencement of work and remain water-free until contractor has substantially completed the work; and (b) The work area remains closed to vehicles until contractor approves opening. Any responsibility under Warranty shall be limited to repair or replacement of the affected area; under no circumstances will Bates be responsible for any incidental or consequential damages, such as loss of use, lost of income or other claims.

3. OWNER'S RESPONSIBILITY. Owner or its representative shall be subject to supply access to water if necessary, unless stated in the contract. Owner shall be responsible for maintaining barricades and closures after Bates' employees leave jobsite and until instructed by Bates that barricades may be withdrawn. If security is deemed necessary, Owner shall secure the job site unless stated otherwise in the contract. Owner shall ensure that all work areas are kept dry and free of water for at least 24 hours prior to commencement of work and remain free of water until Bates has confirmed the project is completed.

4. SOILCONDITIONS AND DEPTH. Due to the inability of either contractor or owner to anticipate the subbase conditions and asphalt depth, the contract price is based on reworking existing base; that is, no replacement cost is contemplated or included in work unless otherwise stated in bid. Also, asphalt removal and replacement is limited to a maximum of 2 inches unless otherwise specified. If additional work and/or material is required beyond the contract price and scope of work, Bates will complete the job after making an attempt to contact the owner/owners' representative with regard to extra work or material. The extra will be billed at the contract rate. Bates is not responsible for determining the subbase conditions including type and characteristics of soil or its stability and bearing capacity. Bates recommends that Owner provide a soils report from a qualified engineer. Should it appear to Bates that soil conditions will not support the pavement project Bates will notify the owner. If the owner instructs Bates, in writing, to proceed despite such unfavorable conditions, Bates at its option may limit the warranty if unfavorable soil conditions exist.

5. UNDERGROUND UTILITIES. Bates shall not be responsible for underground lines or utilities that are buried less than 18" below work surface. Owner shall furnish plans or locations of lines or utilities if they exist. If no such information is furnished, owner assumes responsibility in case of damage to lines or utilities.

6. ENVIRONMENTAL DISCOVERIES. In the event Bates determines that the subbase or pavement to be recovered is contaminated by petroleum products or other hazardous materials, Bates will suspend work and notify the owner of the condition found. Bates will not recommence its work until the condition has been remediated and all contaminated materials have been removed. Bates shall not be responsible for any soil testing required or for any remediation of any contamination or for any other liability in connection therewith; Owner agrees to indemnify and hold harmless Bates from any liability in connection with contamination found to exist on the property and to reimburse Bates for any costs associated with the suspension of the project.

7. PLANS AND SPECIFICATIONS. The plans and specifications attached hereto, if any, form a part of this contract. In case of conflict between provisions stated in such plans and specifications and the terms within the contract, the terms of contract shall prevail. Bates reserves the right to field verify owner provided square foot measurements or quantities. Additional quantities required because of such inaccuracies may be charged at the contracted rate.

8. ELEVATIONS. Unless professionally engineered, Bates assumes no responsibility or liability for damage to persons or property caused by changes to the pavement elevations. Owner agrees to indemnify and hold harmless Bates from any claims arising out of any changes to pavement elevations. Bates will make reasonable effort to remove drainage problems but cannot be responsible for preexisting conditions. Owner is advised that overlays will adversely affect the drainage. Owner is responsible for any adjustments in utility locations, which are to be accomplished prior to application of new pavement.

9. CHANGE ORDERS. Any change orders shall be in writing and signed by Bates and the owner or owner's representative prior to the commencement of any additional work. Bates will bill for additional work on a time and material basis.

10. MECHANIC'S LIEN RIGHTS. Bates reserves the right to file a preliminary mechanic's lien notice and to retain and pursue all mechanics' lien rights arising out of this contract. The filing of a preliminary notice is required by statute and in no way reflects upon the owner.

11. TIME. Completion of the project stated in this contract is based upon optimum weather conditions and lack of any other unforeseen delays. Bates undertakes to perform this contract with as little delay as possible, but Bates will not be responsible for delays beyond its control, including unfavorable weather conditions, vehicles parked in work areas, water sprinklers, or strikes interfering with labor or delivery of materials. If Bates is unable to commence the work after notice to proceed, due to owner's instructions to cease or other fault of owner, Bates may at its option suspend work and recover from owner the costs demobilization and remobilization.

12. ATTORNEY FEES. In the event it is necessary for either party to retain the services of an attorney to pursue an action to enforce this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees incurred. Venue for any action to enforce shall be Pima County, Arizona.

13. INTEREST. Interest will be charged at the rate of 1-1/2% per month on outstanding balances. All costs associated with recovering balances will be assumed by the owner.

Under Arizona Revised Statutes sections 32-1155 and 32-1158, an Owner has the right to file a written complaint against the Contractor with the Arizona Registrar of Contractors within two years of the commission of an act in violation of Arizona Revised Statute 32-1154, subsection A. The Registrar of Contractors may be contacted by telephone at (888) 271-9286 or online at <http://www.azroc.gov>. We request that if any portion of our work is unsatisfactory that you notify us prior to filing a complaint so we can attempt to resolve any concerns.

AUTHORITY - Owner or its representative identifies herein all individuals with authority to deal with Bates regarding all issues concerning this contract with the work performed hereunder.

Name/Title _____ Phone _____

Name/Title _____ Phone _____

All our products comply with State and Federal E.P.A. safety regulations. Applicable Material Safety Data Sheets are available upon request.
Payment to be made follows: Net 15 days subject to credit approval.

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License Numbers

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Bonded and Insured



CLIENT REFERENCES

ADAM, LLC

Joseph O'Hagin

520-624-1206

CADDEN SERVICES

Mike Cadden

520-297-0797

EXPERT HOA MANAGEMENT

Carmine Carriero

520-296-8891

JIM CLICK AUTOMOTIVE

Dave Cornell

520-904-7079

PAUL ASH MANAGEMENT CO.

Barry Edberg

520-795-2100

RINCON COUNTRY MOBILE HOME PARK

George O'Leary

520-885-7851

ROYAL AUTOMOTIVE GROUP

Steve Lace

520-624-0481

TUCSON MALL

Jim Copeland

520-293-7330

UNIVERSITY OF ARIZONA

Mike Delahante

520-621-3758

ASSOCIA/LMR

Barbara Daoust

520-742-5674

COPPER ROSE COMMUNITY MANAGEMENT

Sandy Sandoval

520-888-0474 Ext. 101

JEWISH FAMILY & CHILDREN'S SERVICES

Ron Harman

520-795-0300

PARK PLACE MALL

Ben McCorkle

520-747-7575

PIMA COUNTY FAIRGROUND

Bert Rodriguez

520-762-9100

ROMANO REAL ESTATE

Diane Cain

520-577-1000

TANQUE VERDE SWAP MEET

Ray Stone

520-906-2061

TUCSON MEDICAL CENTER

Brad Wedding

520-324-5677

UPH

Jim Bands

520-260-0302