BURDICK
MATERIALS
A CRH COMPANY

Burdick Materials
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To:	Daggett County	**Contact:**	James Olsen
Address:	95 North 1st West Manila, UT 84046	**Phone:**	435-880-7557
		Fax:	
Project Name:	Daggett County Browns Park Chip Seal 2024	**Bid Number:**	
Project Location:	Daggett County- Browns Park Road	**Bid Date:**	8/21/2024

Staker and Parson Companies may withdraw this proposal, unless written acceptance is received from buyer within 30 days of proposal date.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Chip Seal Coat Type II	32,000.00	SY	$3.85	$123,200.00
				Total Price for above Items:	**$123,200.00**

Total Bid Price: $123,200.00

Notes:

- **IMPORTANT NOTES**
  - Bid is based on unit pricing if additional units are used it will be billed by the units used.
  - Bid is based on today's liquid asphalt price and fuel surcharge which are subject to change at the time of construction, in which owner will be responsible for should there be a difference.
  - Bid includes only items listed in the above quote.
  - No cost for bonds, permits, licenses, fees, testing, engineering, traffic control, saw cutting, sterilant, striping, prime coat, paving fabric or fog coat are included in this contract unless listed above as included.
  - All schedules for completion are to be mutually agreed upon prior to construction.
  - Bid is based on one mobilization per crew. If additional mobs are required, there will be an additional charge which will be the equal of the bid mobilization unless otherwise noted.
  - Subgrade is to be within + or - .05 of a foot, no material to be added or removed.
  - No Davis Bacon Wages are included unless noted above.
  - Burdick Materials cannot guarantee proper drainage when slope is less than 2%.
- • ASPHALT OIL COST ADJUSTMENT: This contract is subject to an asphalt oil cost adjustment for all asphalt materials included in the contract. Buyer agrees increases or decreases to asphalt oil costs above or below the listed Bench Mark Price, as stated in this proposal, is cause for adjustment to the contract. The Bench Mark Price is based on UDOTs published Binder Index at the time of this proposal. Each $10.00 change to the UDOT Binder Index (published monthly) will require a contract price adjustment of $0.50 per ton of asphalt mix placed during the monthly index cycle. The binder index can be found by searching "binder Index" at www.udot.utah.gov.
- **TERMS & CONDITIONS**:
  In consideration of the mutual promises set forth herein, Staker Parson Companies with the principal offices listed above (hereinafter referred to as "Staker") and the undersigned, whose full name and address appear above, (hereinafter referred to as "Buyer") hereby agree as follows:
- 1. DESCRIPTION OF WORK. Staker will furnish the described materials to the job site designated above and provide the described labor (the material and the labor collectively hereinafter referred to as "the Work'). To the extent the described Work is detailed in Plans and Specifications, such must be provided to Staker before the contract is negotiated. Any changes to the original Plans and Specifications used to prepare this contract may necessitate a change in the contract price. Buyer hereby agrees to execute all necessary change orders outlining the changed Work and prices as submitted by Staker. Bid includes only the items as specified and described above.
- 2. LIMITATIONS & CHANGES. Unless specified otherwise, this bid does not include payment performance or any other bonds, permits, licenses, fees, testing, engineering, traffic control, flagging, saw cutting, sterilant, striping, bollards, signage and prime coat. Additional work and work in excess of that specified and described above will be handled as a Change Order and MUST BE APPROVED by owner and contractor prior to construction. Bid DOES NOT include engineering, layout or testing unless otherwise stated. Finegrade +/- 1/10' means that the grade is within 1/10' from being finished (GENERALLY ONE PASS WITH A GRADER). Price does not include furnishing additional material or the removal of excess material. Unless otherwise stated, bid does not include raising and concrete collars on manholes, water valves or monuments. General Contractor, owner or developer is responsible for Storm Water Prevention Plan. Staker & Parson Companies will be responsible for Storm Water Prevention for our portion of work only, unless other arrangements are made.
- 3. CONTRACT PRICE: To the extent that the above Work is specified as a unit or square foot price, it is agreed that the number of units or square feet indicated is an approximation. Staker shall be paid for the actual Work provided, including the number of units or square feet completed as determined by field measurement.

- 4. TERMS OF PAYMENT: Buyer shall pay Staker in full at Staker's office identified above within thirty (30) days following the date of Staker's invoices, without retention and regardless of the final completion date of the Work. Any and all payments made by credit card will incur an additional 1.5% Credit Card Transaction Fee. In the event that payment is not made to Staker as provided herein, Staker shall be entitled to all of its costs incurred in the enforcement of its rights under this contract, including attorney's fees and lien fees, whether or not legal proceedings are instituted. In addition, Staker shall be entitled to interest on all past due payments at the rate of 18% per annum (11/2% per month) from the date payment Is due until payment is received by Staker, whether before or after judgment.
- 5. CLAIMS OR DEFECTS: Written notice of any alleged claim or defect must be given to Staker at its address shown above not later than five (5) days after the completion of the Work. Failure to give written notice as herein provided shall be and constitute a waiver of any such alleged defects or claims. Staker's sole and exclusive liability shall be to repair, replace, or, upon mutual agreement, credit Buyer's account for defective Work. If repair or replacement is made, Staker shall have a reasonable time to make such repair *or* replacement. IN NO EVENT SHALL STAKER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OR CLAIM THEREOF, INCLUDING BUT NOT LIMITED TO, LOSS OF GOODWILL, LOSS OF PROFITS OR USE.
- 6. PROSECUTION OF WORK: It is contemplated by the parties that the Work specified in this contract shall be completed by this date or period: _____. At its option, Staker may decline to perform any part of the Work which, through no fault of Staker, Is to be completed beyond this date. In addition, Staker shall not be responsible for any delays in performing the Work due to labor disputes, weather, shortages in material, equipment or labor, acts of God or any other cause beyond its control. In the event of a delay beyond Staker's control, and to the extent reasonably possible, Staker shall complete the Work at the next available opportunity. In the event Staker elects not to perform any further Work beyond the above specified date pursuant to the terms provided herein, Staker shall be paid for all Work provided prior to the said date and shall otherwise be fully relieved of all of its duties and responsibilities under the terms of this contract.
- 7. PROPERTY DAMAGE: Buyer shall be responsible to direct Staker employees, subcontractors and suppliers as to proper ingress and egress of the property. To the extent such direction is followed or that no direction is given, Staker shall not be responsible for any damage to the property where the Work is being performed, including damage to curbs, gutters and sidewalks.
- 8. MISCELLANEOUS PROVISIONS:
  A. Buyer specifically represents and warrants that either Buyer Is the owner of the premises where the Work is to be performed, or, in the alternative, Buyer has written authorization from the owner of the premises authorizing the Work to be performed on the said premises.
  B. Staker assumes no risk for non-disclosed or unforeseen conditions of the project site, including but not limited to, hazardous waste, soft subgrade or water table problems.
  C. This contract and the Credit Application referenced below constitute the entire agreement of the parties and no changes or additions to this contract shall be made except in writing signed by both parties.
  D. This contract shall be construed in accordance with the laws of the State of Utah.
  E. This contract shall be binding on the heirs, successors or assigns of the parties hereto.
  F. THIS CONTRACT IS NOT BINDING UNTIL APPROVED BY STAKER'S CREDIT DEPARTMENT. Buyer agrees to furnish a completed Credit Application to Staker prior to or at the execution of this contract.

Payment Terms:

Bid And Work Contract

As per the preceding Bid and Work Contract .

Please include your Social Security Number.

PERSONAL GUARANTEE

I/we unconditionally and individually guarantee the performance of the Buyer under the terms and conditions of the above contract, including all payments and any charges specified therein, including interest, attorney's fees and costs. This guarantee will continue unchanged by any bankruptcy, reorganization, or insolvency of the Buyer. This guarantee may not be withdrawn unless agreed to in writing by Staker Parson Companies.

Date: Guarantor(s)

PLEASE SIGN AND RETURN ONE COPY

ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**Burdick Materials**
Buyer: DAGGETT COUNTY	
Signature:	**Authorized Signature:**
Date of Acceptance: 8-22-24	**Estimator:** Evan Grover (435) 503-5580 evan.grover@burdickmaterials.com