

F. Essential Services Board Report



**Northwest Fire District
Governing Board**
13535 North Marana Main Street
Marana, Arizona

SCHEDULED

MEMORANDUM NO. 25-1075

Date:	February 25, 2025
To:	Governing Board
From:	Raymond Thibault, Procurement & Contract Specialist
Division:	Business Services
Type of Action:	Formal Action/Motion
Strategic Plan Goals:	Demonstrate responsible and transparent stewardship of organizational resources
Agenda Item:	Approval to Utilize Sunland Asphalt & Construction LLC on a 1 Government Procurement Alliance (1GPA) Cooperative Contract for the Purchase of Training Center Asphalt Maintenance in the Amount of \$302,000 and Authorization to Use Capital Reserve Fund Balance

RECOMMENDATION:

Staff recommends approval to utilize Sunland Asphalt & Construction LLC on a 1GPA Cooperative Contract for the purchase of Training Center Asphalt Maintenance in the amount of \$302,000 and authorization to use Capital Reserve fund balance.

MOTION:

Move to approve the utilization of Sunland Asphalt & Construction LLC on a 1GPA Cooperative Contract for the purchase of Training Center Asphalt Maintenance in the amount of \$302,000 and authorization to use Capital Reserve fund balance.

DISCUSSION:

Sunland Asphalt & Construction LLC is on a 1GPA Cooperative Contract that can be utilized for asphalt products & services. The Governing Board approved the District joining the 1GPA Cooperative membership on December 16, 2014. Individual cooperative contracts go through a competitive process with the hosting agency, but they are not approved by the Governing Board like District issued contracts.

The requested asphalt maintenance at the Training Center was not included in the Adopted FY24/25 Budget but is a necessary project to prevent the need for more extensive work in the future. The Capital Reserve Fund balance as of February 1, 2025, is \$2,618,111 of which \$889,316 is dedicated to fund pavement preservation and is sufficient to cover the purchase of the asphalt replacement. Due to this single purchase exceeding \$50,000, and the request to use Capital Reserve Fund balance, the District is seeking Board approval.

ALTERNATIVES:

None recommended.

Fiscal Impact

FISCAL YEAR: 24/25

BUDGETED Y/N: No

AMOUNT REQUESTED: \$302,000

FISCAL IMPACT: The estimated Capital Reserve Fund balance is approximately \$2.6 million, of which \$889,316 is dedicated to fund pavement preservation and sufficient to cover the requested asphalt maintenance.

Attachments

Sunland Training Center Entrance Proposal
Capital Reserve Fund Balance 02.01.2025



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 WWW.SUNLANDASPHALT.COM

To:	Northwest Fire District	Contact:	Shawn Vancamp
Address:	5125 W Camino De Fuego Tucson, AZ 85743	Phone:	(520) 235-0668
Project Name:	NWFD FY25 Training Center Entrance REV1	Fax:	
Project Location:	5125 W Camino De Fuego, Tucson, AZ	Bid Number:	TU011184.REV1
		Bid Date:	2/17/2025

Pricing Below Is Based On Performing Work Under 1GPA contract 22-15P Asphalt Products and Services.

Item Description	Total Price
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Install Header Curb \$9,069.62

Install Approximately 30 LF (each) Of Header Curb In 2 Areas.

Pulverize And Grade \$17,212.00

Provide The Following Limited Construction Permits:

- Dust Control Permit, Water Meter Permit And Water Buy

Provide Traffic Control And Barricades During Our Scope Of Work.

Make Necessary Saw Cuts.

Pulverize 38,100 Square Feet Of Existing Asphalt And Base To A Depth Of 8 Inches. Pulverizing Depth Is Based On A Maximum 4 Inch Asphalt Thickness And Blended With A Minimum Of 4 Inch Stable Base Thickness.

Fine Grade Existing Base, Add Moisture, And Compact To Grade.

Grades Can Not Be Guaranteed If Less Than 1%.

This Proposal Is Based On Performing The Work In 1 Mobilization.

The Depth Of The Existing Asphalt Is Only An Estimate. Additional Depth Will Require Additional Charges. The Removal Of The Asphalt Has Been Bid For That Function Alone And Does Not Include Excavation Of The Base Or Sub-base. If At The Time Of Removal, It Is Determined That Water Has Weakened Either The Base Or Sub-base, Additional Charges Would Be Required To Correct The Unforeseen Problem. There Will Be An Extra Charge Based On Time And Material For The Removal And Replacement Of Dirt Or If Upon The Removal Of The Asphalt, It Is Found That Structures Exist Below The Surface, Such As Concrete Footings, Abandoned Pipes, Etc. An Additional Charge Would Be Required To Remove These Obstructions If They Would Impede Or Prohibit Grade Consistencies. Sunland Asphalt Will Not Be Held Liable For Any Underground Cables Or Underground Utilities. Sunland Asphalt Will Not Be Held Liable For Any Underground Cables, Electrical Lines, Water Lines Or Any Other Underground Obstruction, Not Buried At Least 18 Inches Below Existing Finished Grade.

OPTION: Asphalt Paving \$155,398.78

Remove Approximately 38,100 Square Feet Of Material To The Depth Of 4 Inches.

Pave Approximately 38,100 Square Feet With 4 Inches Of PAG 2 Hot Mix.

All Grading And Earthwork Is To Be Completed By Others Prior To Project Mobilization.

This Proposal Is Based On Performing The Work In 1 Mobilization Over 4 Days.

Remove And Replace Asphalt Repairs \$82,209.13

Provide Traffic Control And Barricades During Our Scope Of Work.

Make Necessary Saw Cuts.

Remove Approx. 8,615 Square Feet Of Failed Asphalt To A Depth Of 6 Inches.

Compact Existing Base And Pave With 6 Inches Of PAG 2 LV Hot Mix.

Replace 4 Gate Loops.

This Proposal Is Based On Performing The Work In 1 Mobilization Over 2 Days.

The Depth Of The Existing Asphalt Is Only An Estimate. Additional Depth Will Require Additional Charges. The Removal Of The Asphalt Has Been Bid For That Function Alone And Does Not Include Excavation Of The Base Or Sub-base. If At The Time Of Removal, It Is Determined That Water Has Weakened Either The Base Or Sub-base, Additional Charges Would Be Required To Correct The Unforeseen Problem. There Will Be An Extra Charge Based On Time And Material For The Removal And Replacement Of Dirt Or If Upon The Removal Of The Asphalt, It Is Found That Structures Exist Below The Surface, Such As Concrete Footings, Abandoned Pipes, Etc. An Additional Charge Would Be Required To Remove These Obstructions If They Would Impede Or Prohibit Grade Consistencies. Sunland Asphalt Will Not Be Held Liable For Any Underground Cables Or Underground Utilities. Sunland Asphalt Will Not Be Held Liable For Any Underground Cables, Electrical Lines, Water Lines Or Any Other Underground Obstruction, Not Buried At Least 18 Inches Below Existing Finished Grade.

Item Description	Total Price
Crack Seal Application Provide Traffic Control And Barricades During Our Scope Of Work. Power Clean With Compressed Air As Needed And Seal All Cracks 1/4 Inch And Larger With Hot Pour Rubberized Crack Sealant. Alligatored Areas Not Included. Adhesion Or Bonding Of Crack Seal Materials Is Not Warranted In Areas Exposed To Automotive Fluids And/or Other Spills. This Proposal Is Based On Performing The Work In 1 Mobilization.	\$7,235.29
Seal Coat And Restripe Provide Traffic Control And Barricades During Our Scope Of Work. Power Sweep/clean Asphalt Surface Prior To Seal Coat. Furnish And Apply Two (2) Coats Of Seal Master PMM Sealer On Approximately 43,540 Square Feet. Adhesion Or Bonding Of Seal Coat Materials Is Not Warranted In Areas Exposed To Automotive Fluids And/or Other Spills. Re-Stripe Sealed Area To The Existing Pattern. This Proposal Is Based On Performing The Work In 2 Sections.	\$14,521.85
	Bid Price Subtotal: <u>\$285,646.67</u>
	Total GRT - Tucson/Pima 5.66%: <u>\$16,153.32</u>
	Total Bid Price: <u><u>\$301,799.99</u></u>

Notes:

• **IMPORTANT NOTICE:**

Due to the severe volatility of the world oil market, this proposal is valid for 15 days from the Bid Date. Sunland Asphalt reserves the right to update pricing at any time prior to the start of work, regardless of cause or fault. All materials and work affected by the oil market are dependent on availability of materials and pricing at the time of completion of the work. If necessary, pricing will be adjusted to reflect material, transport and labor costs at the time of delivery to the project.

- No permits, fees, bonds, testing, survey, engineering, 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. 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., unmovable vehicles, trailers, sprinklers, vandalism, etc.). Any pre-existing ADA compliance issues are excluded from contract unless specifically stated in proposal.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Sunland Asphalt & Construction, LLC Authorized Signature: _____ Project Consultant: Kyle Kelly 520-730-6526 kkelly@sunlandasphalt.com
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- **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.

- **1GPA Contract:**

Payment - Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment with thirty (30) days.

- **2. INTEREST AND EXPENSES**

All sums not paid when due shall bear an interest rate of 1 1/2% 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. BACK CHARGES**

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.



Northwest Fire District AZ

Fund Balance Report

As Of 02/01/2025

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
450 - CAPITAL RESERVE	1,877,566.02	740,545.00	0.00	2,618,111.02
Report Total:	1,877,566.02	740,545.00	0.00	2,618,111.02