



MORGAN ASPHALT

7620 West Highway 201
 Magna, Utah 84044
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 www.morganasphalt.com

To: Weber County	Contact: Ashley Thoman
Address: ATTN: Ashley Thoman, 2380 Washington Blvd. Suite 240 Ogden, UT 84401 USA	Phone: (801) 399-8056 Fax: (801) 399-8135
Project Name: WSD New HS (Taylor High)	Bid Number:
Project Location: 4400 West 2200 South, Taylor, UT	Bid Date: 12/21/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1.00	3" Rotomill Includes: - Remove And Dispose Of Existing Asphalt Pavement	30,000.00	SF	\$0.64	\$19,200.00
1.01	4" Asphalt Paving Includes: - Furnish And Install 1/2" 58-28 15% RAP HMA	30,000.00	SF	\$2.42	\$72,600.00
1.02	Fine Grade Existing Road Base - Prior To Placing Base - Subgrade To Be ±.10' - No Materials Will Be Hauled Off Or In	30,000.00	SF	\$0.22	\$6,600.00

Total Bid Price: \$98,400.00

Notes:

- Pricing provided in this proposal is based on costs calculated from today's material pricing. We reserve the right to adjust prices given in this proposal, should material costs increase, prior to work commencing.
- The price includes one mobilization per crew. Additional mobilizations will be charged at \$1,500.00 per crew.
- **EXCLUSIONS:**
 - Bonds, licenses, permits, fees.
 - Testing, inspections, engineering.
 - Survey & layout.
 - Prime coat, herbicide, profilographing.
 - Glass beads or thermal tape for striping.
 - Soft subgrade repair.
 - Rock excavation or blasting.
 - Any and all traffic control unless otherwise noted in bid items
- Sub-grade to be prepared by others and ready to receive road base.
- **EARTHWORK ASSUMPTIONS AND EXCLUSIONS:**
 - SWPPP - permits, installation, maintenance or removal.
 - All onsite material will be used as fill, under building, parking and as backfill as footings.
 - Dust control and sweeping is for Morgan Asphalt work only.
 - Water for dust control is to be supplied by others.
- **UTILITY ASSUMPTIONS AND EXCEPTIONS:**
 - Prices do not include water meters unless specifically specified in the scope of work listed above.
 - All trenches will be backfilled with onsite material unless noted in scope of work above.
 - All trench drains are excluded.
 - Sanitary sewer lateral installed to within 5' of the building.
 - Culinary water lateral installed to within 5' of the building.
 - Fire riser installed under the footing and stubbed 12" above finish floor elevation.
- **LANDSCAPE EXCLUSIONS:**
 - Topsoil placement.
 - Irrigation sleeves.
 - Irrigation tap.
 - Sod, seeding, or hydro seeding.
 - Erosion control blankets.


- WINTER CONDITIONS / EXCLUSIONS:
 - Any and all work related to winter conditions, is excluded from this proposal.
 - This includes, but is not limited to the following list of conditions:
 - Asphalt installed outside of industry standards will not be warranted from defects occurring as a result of installation in cold temperatures (below 50°), installed on frozen subgrade, or installed on saturated or un-compacted subgrade.
 - Winter concrete.
 - Removing frozen material, removing frost from frozen materials (heaters).
 - Backfilling with imported materials because onsite materials are frozen.
 - Protecting excavations, or stockpiles from freezing.
 - Removing snow from the site.
 - Protection of subgrade or road base from rain, snow or freezing temperatures.
- Contractor's License No.: 339339-5501 (E100).
- Backfill of concrete items (i.e.: curb & gutter, sidewalk, etc.) by others.
- ROTOMILLING ASSUMPTIONS AND EXCLUSIONS:
 - All utilities, boxes, valves, etc. in the area of rotomilling are to be lowered by others prior to rotomilling.
 - The price to rotomill includes hauling and disposal of tailings unless specifically specified in the scope of work listed above.
 - General contractor will provide work area protection, water source, and water meter, if necessary.
 - All utilities, boxes, valves, etc. in area of rotomilling are to be raised by others after to rotomilling.
 - We do NOT remove any type of membrane when milling.
 - Rotomilling price includes removing asphalt only.
 - Our price does not include milling into concrete.
- Any damage associated with milling activities to the mill by unmarked or unforeseen objects will be charged to the general contractor.
- Morgan Asphalt is not responsible to repair or replace damaged objects, i.e vaults, manholes, valves, monuments, or other items.
- MORGAN ASPHALT, INC. IS PLEASED TO PROVIDE YOUR FIRM WITH THE FOLLOWING QUOTE, HOWEVER, DUE TO UNKNOWN PRICE INCREASES FOR FUEL AND MATERIALS, MORGAN ASPHALT, INC. RETAINS THE ABILITY TO NEGOTIATE AN ADJUSTED QUOTE.
- If accepted, this proposal will become part of the subcontract.
- PLEASE NOTE: This project is to be completed in 2024. Any work not completed in the current construction season may be subject to a price increase.
- In consideration of the mutual promises set forth herein, Morgan Asphalt, Inc., with its principal offices located at 7620 W Highway 201, Magna, Utah 84044 (hereinafter referred to as "Contractor") and the undersigned, whose full name and address appear above, (hereinafter referred to as "Buyer") hereby agree as follows: DESCRIPTION OF WORK.* Contractor will furnish the following described materials to the job site designated above and provide the following described materials and labor (the material and the labor collectively hereinafter referred to as "the work"):SEE ATTACHED BID SCHEDULE FOR ITEM DESCRIPTIONS, UNITS, UNIT COST AND TOTAL AMOUNTS OF WORK AND MATERIALS TO BE PROVIDED PURSUANT TO THIS CONTRACT.*To the extent the above-described Work is detailed in Plans and Specifications, any such Plans and Specifications must be provided to Contractor before this Contract is negotiated. Any changes to the original Plans and Specifications used to prepare this Contract may necessitate a change in the contract price, and Buyer hereby agrees to execute all necessary change orders outlining the changed Work and prices as submitted by Contractor. Buyer is to provide and pay for any and all engineering, surveying, soil testing and analysis, permits and blue staking, including natural gas, power, telephone and cable scheduling and fees and Contractor is entitled to rely on such documents.
- CONTRACT PRICE. To the extent that the foregoing is specified as a unit price, it is agreed that the number of units indicated is an approximation. Contractor shall be paid for the actual number of units completed as determined by subsequent measurement. The price stated above is also based on Contractor's ability to purchase required materials at the estimated prices. It is hereby acknowledged by Buyer that any increase in the actual price from the estimated prices, including freight and taxes, which Contractor must pay for said materials will be passed on to and paid for by Buyer.
- CLAIMS OR DEFECTS. Written notice of any alleged claim or defect must be given to Contractor at its address shown above not later than five (5) days after the completion of the Work under this Contract by Contractor. Failure to give written notice as herein provided shall be and constitute a waiver of any such alleged defects or claims. Contractor's sole and exclusive liability shall be to repair, replace, or upon mutual agreement to credit Buyer's account for defective material. If repair or replacement is made, Contractor shall have a reasonable time to make such repair or replacement. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH HEREOF, INCLUDING BUT NOT LIMITED TO, LOSS OF GOOD WILL, LOSS OF PROFITS OR LOSS OF USE.
- MISCELLANEOUS PROVISIONS.
 - (a) No cost for permits, licenses or bonds are included in this Contract unless specifically indicated in Paragraph 1 above.
 - (b) 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.
 - (c) Contractor assumes no risk for non-disclosed or unforeseen conditions on or at the project site.
 - (d) This Contract is the entire agreement of the parties and no changes or additions to this Contract shall be made except in writing signed by both parties.
 - (e) This Contract shall be construed in accordance with the laws of the State of Utah.
 - (f) This Contract shall be binding on the heirs, successors or assigns of the parties hereto.
- 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, attorneys' 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 Contractor.

Date: _____ Guarantor: _____

- Payment is to be made directly to Morgan Asphalt via joint check agreement from the owner or the lending institution.
- This bid is based on drawings by _____ dated _____. Quantities calculated from drawings listed above and no other survey or measurement has been preformed. Any discrepancies found will be brought to the contractors attention and all changes needed will be finalized before work will proceed. This is bid has been prepared according to plans and specifications and limited to the scope listed and exclusions stated.

Payment Terms:

TERMS OF PAYMENT. Buyer shall pay Contractor in full at Contractor's address set forth above within thirty (30) days following the date of Contractor's invoices, without retention, regardless of the final completion date of the Work. In the event that payment is not made to Contractor as provided herein, Contractor shall be entitled to all of its costs, including attorneys fees and lien fees, in connection with the enforcement of its rights under this contract, whether or not legal proceedings are instituted. In addition, Contractor shall be entitled to interest on all past due accounts under this Contract, which interest shall accrue at the rate of 18% per annum (1.5% per month) from the date payment is due until payment is received by Contractor, whether before or after judgment.

<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: MORGAN ASPHALT, INC.</p> <p>Authorized Signature: </p> <p>Estimator: Taylor Weaver (801) 414-2882 taylor@morganasphalt.com</p>
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