



Metro Asphalt & Paving
1627 Cole Blvd Suite 200
Lakewood, CO 80401
Phone (303) 657-4200
Fax (303) 657-4414

To:	Willow Springs Filing 3 HOA	Contact:	Mike Windemuller
Address:	Willow Springs Dr. Littleton, CO	Phone:	303.
Project Name:	Willow Springs Filing 3 HOA	Fax:	
Project Number:	27407	Estimate Number:	27407
Project Location:	Willow Springs Drive At Wild Plum Circle, Morrison, CO	Bid Date:	4/7/2025

Pricing is based on completing the WS Filing 3 with the other options added onto that work at the same time. See note regarding additional mobilization costs to return to complete any other area(s).

WSD = Willow Springs Drive

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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Overlay Option:

11	Overlay Mobilization: Based On Completion In One Mobilization. Includes Rotomill, Paving Crew, Sanitary Fac, And Traffic Control.	1.00	LS	\$5,500.00	\$5,500.00
Total Price for above Overlay Option: Items:					\$5,500.00

Repair Mill And Overlay To Yellow Streets

12	Remove And Replace Repairs To Prep For Overlay. Sawcut, Remove Existing Asphalt To 6" Depth, Recompact Top Of Subgrade, Pave Back With 6" HMA In 2 Lifts	760.00	SY	\$66.50	\$50,540.00
13	Base Bid: Filing 3 Main Roads (See Map). Edgemill At 7' Wide At 2" Depth Cut At Curb, Clean Up, Pave With An Average 2" HMA Per Spec Above.	11,475.00	SY	\$15.10	\$173,272.50
Total Price for above Repair Mill And Overlay To Yellow Streets Items:					\$223,812.50

Repair Mill And Overlay To Blue Street

14	Remove And Replace Repairs To Prep For Overlay. Sawcut, Remove Existing Asphalt To 6" Depth, Recompact Top Of Subgrade, Pave Back With 6" HMA In 2 Lifts	200.00	SY	\$81.50	\$16,300.00
15	Filing 3 Main Roads (See Map). Edgemill At 7' Wide At 2" Depth Cut At Curb, Clean Up, Pave With An Average 2" HMA Per Spec Above. If Completed With Wild Berry And Wild Plum Dr.	2,412.00	SY	\$15.79	\$38,085.48
Total Price for above Repair Mill And Overlay To Blue Street Items:					\$54,385.48

Repair Mill And Overlay To Purple Street

16	Remove And Replace Repairs To Prep For Overlay. Sawcut, Remove Existing Asphalt To 6" Depth, Recompact Top Of Subgrade, Pave Back With 6" HMA In 2 Lifts	480.00	SY	\$70.50	\$33,840.00
17	WSDrive South Of Wild Plum Circle- Edgemill At 7' Wide At 2" Depth Cut At Curb, Clean Up, Pave With An Average 2" HMA Per Spec Above. Price Based On Completion With Willow Springs Filing 3.	2,456.00	SY	\$16.65	\$40,892.40
Total Price for above Repair Mill And Overlay To Purple Street Items:					\$74,732.40

Small Mill Overlay At Little Canyon And WSD



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Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
18	Rotomill And Overlay WSD At Intersection Of Little Canyon Drive. Based On Completion The Same Day As Other Work! Rotomill 2" Depth, Clean Up, Apply Tack, Pave With 2" HMA. Pricing Based On Being Onsite For Other Paving Work.	255.00	SY	\$18.50	\$4,717.50
Total Price for above Small Mill Overlay At Little Canyon And WSD Items:					\$4,717.50
19	ADD: Full Width Milling	16,343.00	SY	\$1.50	\$24,514.50
Total Price for above ADD: Items:					\$24,514.50

Notes:

- The following Proposal, subject to terms and conditions, as noted, and on the attached page, if accepted, shall constitute a contract between the parties to this Proposal. This Proposal shall be valid for a period of Thirty (30) days from the date of Proposal unless otherwise specifically stated in the Proposal.
- This contract is expressly conditioned upon approval of Customer's credit by Martin Marietta Materials Inc.'s credit department, and Martin Marietta Materials Inc. shall have no obligation to perform its obligations hereunder until such approval has been obtained. Project scheduling is subject to receipt of accepted Proposal. Please sign in spaces provided to indicate acceptance and return original. Note terms and conditions of sale as listed on Proposal document.
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GENERAL STANDARD EXCLUSIONS

WE SPECIFICALLY EXCLUDE FROM THIS QUOTATION THE FOLLOWING:

Bonding (Add 0.5%), Engineering, Surveying, Permits or fees, excessive cleaning (scraping, Power washing, flushing) prior to placing top lift, Removals or any import/export of excess material or subgrade below depths quoted, Chemical Stabilization, Testing, Prime coat, Striping or Signage, Drainage where less than 2% fall, Herbicide Treatment, Warranty if directed to prep dirt or pave without proper paving temperature or if frost is present in subgrade, Concrete or landscape damage not reported within 24 hours after paving operation, Polymer Modified Asphalt, Rotomilling for T-Patching, Night Work or Sunday work, Utility cut repairs in the ROW, and Utility relocations.

****Prices are subject to monthly AC Oil increases and Aggregate Material increases, if price adjustments are needed when the paving begins, Martin Marietta will provide the AC price and/or the Aggregate Material price that the project was bid with (March 2023 AC Cost) to establish the benchmark. An invoice will be supplied for the month(s) the work is performed. The pricing will be adjusted depending on the variance at the time of placement. Pricing quoted above is good for work completed within 30 days.**

* Pavement pricing assumes the use of grading S75 (64-22) 20% RAP for bottom lifts and Sx75 PG (64-22) 20% RAP for 2" top lift. If this design is rejected during the submittal process a price adjustment will be required. Virgin Asphalt designs are not included unless specifically stated in this proposal.



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Project Location:	Willow Springs Drive At Wild Plum Circle, Morrison, CO		

- - * Upon award of the bid, Martin Marietta Materials, Inc. reserves the right to review, modify and negotiate any and all contracts, or subcontracts for language and terms. **Estimators are not allowed to accept contracts or negotiate terms and conditions.** MMM will agree to our previously negotiated contracts but reserves the right to negotiate terms and conditions of each project.
 - * These exclusions, notes and proposal are to become a part of the subcontract either by an attachment or written in as an exhibit.
 - * This work can be scheduled only after receipt of signed contract.
 - * **The above quotation includes the first mobilization quoted above. Any Additional Mobilizations required by you will be Invoiced at \$6900.00 each**
 - * Bid pricing is based on units quoted; Final billing will be based on actual field measured quantities installed.
 - * Any soft or unstable subgrade will be corrected on an hourly basis at the direction of the owner representative and paid for by a change order to the contract.
- - * While we are completing our contracted work, we are not liable for any damage to existing lot or roadways due to necessary trucking and construction traffic required to complete our work.
 - * If the depth of the pavement section or existing asphalt varies from the proposal the unit price will be adjusted on a square yard inch basis.
 - * Taxes are included
 - * **WINTER PAVING-Plants are typically closed Dec. Jan. and Feb. and some of March— Contract pricing is not applicable in these months. 2" overlays should be completed before early October.**
 - * Martin Marietta Materials reserves the right to determine if temperatures and conditions are acceptable for carrying out the work they are asked to perform. If Martin Marietta Materials is directed to perform without acceptable conditions, warranties will be voided and additional costs will apply. Winter paving voids all warranties and can result in substantial additional charges to start plants, haul from further open plants, and modify mix designs to include a chemical additive which will increase our ability to achieve adequate compaction and assist in increasing aesthetic appearances of the final product. These costs are NOT included in our proposal and will require a signed change order before any scheduling/work will commence.
- ROTOMOLLING
 - * Rotomill cannot mill within 6" of vertical faces.
 - * Trees need to be trimmed (prior to mobilization) back from the curb line of milled areas from ground level to above 12' height or damage to trees/shrubs can result. Disposal of tree limbs is not included in this proposal.
 - * We require a source of water on the project site for dust control.
- - * During our operations if roots are encountered we are not liable for damage to trees or shrubs.



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Project Name: Project Number: Project Location:	Willow Springs Filing 3 HOA 27407 Willow Springs Drive At Wild Plum Circle, Morrison, CO	Estimate Number: Bid Date:	27407 4/7/2025

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: **Willow Springs Filing 3 HOA**

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Martin Marietta Materials, Inc. (Denver)

Eric Evens
Estimator

eric.evens@martinmarietta.com

MARTIN MARIETTA MATERIALS INC. AGREES TO FURNISH LABOR AND MATERIALS TO CUSTOMER AS SET FORTH ON THE ATTACHED PROPOSAL HEROF, SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1) RRESPONSIBILITIES OF CUSTOMER AND MARTIN MARIETTA MATERIALS INC.: Customer shall reimburse Martin Marietta Materials Inc. for all expenditures for any required permits or inspection fees assessed by any government entity and paid by Martin Marietta Materials Inc. unless stated otherwise on the reverse hereof Customer shall ensure that all manholes and other utility structures are on proper grade, in proper alignment, and are properly flagged. Martin Marietta Materials Inc. shall not be liable for any damage to underground facilities caused by equipment used in the performance of this contract.

2) SUBBASE, AND/OR BASE COURSES: If the subbase and/or base course has not been placed by Martin Marietta Materials Inc., then Martin Marietta Materials Inc. shall not be liable for any defects in the finished pavement developing as a result of any subbase, and/or base course failure. If, after being advised of existing inadequate or defective subbase and/or base course conditions, Customer directs Martin Marietta Materials Inc. to proceed with the work without first correcting those conditions, then Martin Marietta Materials Inc. shall not be liable for any subsequently occurring paving defects or failures.

3) PAYMENT: Martin Marietta Materials Inc. will, from time to time, submit invoices to Customer for work performed and materials and equipment provided by Martin Marietta Materials Inc.. Payment shall be due 30 days from the date of Martin Marietta Materials Inc.'s invoice. Interest at the rate of 18% per annum shall accrue on all invoice amounts not paid when due. In addition, Customer shall be liable for all costs and reasonable attorney's fees incurred by Martin Marietta Materials Inc. in the collection of any unpaid balance. The Customer shall not withhold retention.

4) TAXES: The quotation on the reverse side hereof includes sales or use taxes as applicable on job related materials.

5) SHEDULING OF WORK: Martin Marietta Materials Inc. reserves the right to delay its work until, in its sole judgment, a sufficient area of the job is ready to be paved. If additional mobilizations are requested, they will be billed on a unit price basis. Customer recognizes that Martin Marietta Materials Inc.'s ability to perform paving work is dependent upon site, weather, and temperature conditions and Customer agrees that any projected starting or completion date and any work schedule will remain subject to site, weather, and temperature conditions. Martin Marietta Materials Inc. will use its best reasonable efforts to begin and complete all work promptly. However, Martin Marietta Materials Inc. does not promise or warrant completion by any specific date.

6) ADDITIONAL WORK: Unless otherwise agreed to in this contract, quantity increases will be billed either on a unit price basis, or at time and material rates as agreed to by Martin Marietta Materials Inc. and Customer, so long as the extra work can be performed while Martin Marietta Materials Inc. is at work at the job site performing the original work. Otherwise unit prices for any additional extra work will be negotiated by the parties prior to commencement of such additional work.

7) TERMINATION: Martin Marietta Materials Inc. shall have the right to terminate the contract and shall have no further obligation to perform the contract in the event of any one of the following occurrences:

- Martin Marietta Materials Inc. is put on allocation for liquid asphalt, fuel, or other petroleum products, or its performance is otherwise restricted by governmental order or regulation.
- Customer fails to make payments when due.
- Circumstances or events beyond Martin Marietta Materials Inc.'s control prevent completion of the work.
- If Martin Marietta Materials Inc. becomes aware of any hazardous substance in, on, or under the property, Martin Marietta Materials Inc. has the right to discontinue work until the hazardous substance is removed or dealt with in accordance with applicable law. Hazardous substance shall mean any substance defined as hazardous in any federal, state, or other applicable law or regulation. Martin Marietta Materials Inc. shall not be responsible for removing or otherwise dealing in any manner with any hazardous substance on the property being improved. The Owner of the property shall indemnify Martin Marietta Materials Inc. and hold it harmless against any loss, damage, or expense that may be incurred by Martin Marietta Materials Inc. which is caused by or attributable to the presence of any hazardous substance in, on, or under the property.
- If national or regional shortages of crude oil and/or other raw materials used for construction supplies occur, the parties agree that the contract price stated herein may be increased or decreased by the amount necessary to reflect increases or decreases after the date of this quotation. Martin Marietta Materials Inc. shall give notice of any increase prior to commencing work, and Customer shall have the right to terminate this agreement within 24 hours after receipt of such notice of increase; provided, however, that the Owner or Customer shall pay Martin Marietta Materials Inc. its actual expenses incurred through the date of such notice.
- In the event Martin Marietta Materials Inc. terminates the contract for any of the reasons set forth above, Martin Marietta Materials Inc. shall provide Customer with an invoice for all work completed prior to termination, and Customer shall promptly pay the full amount of said invoice.
- Under no circumstances shall Martin Marietta Materials Inc. be liable for special, indirect, or consequential damages incurred as a result of termination of work.

8) WARRANTY: Martin Marietta Materials Inc. warrants that its labor and services will be performed and its materials supplied in a good and workmanlike manner. All materials supplied by Martin Marietta Materials Inc. shall be of standard grade unless otherwise specified in writing. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HERBY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.** Martin Marietta Materials Inc.'s warranty shall continue for a period of one year from the date of substantial completion of its work hereunder. Any claim for defective workmanship or material or for breach of this warranty must be made in writing, delivered via certified mail, return receipt requested, to Martin Marietta Materials Inc. within 20 days from the date of delivery of the materials or performance of the work by Martin Marietta Materials Inc.. Failure to comply with the preceding clause shall constitute a full, complete, and unconditional acceptance of materials and work. Martin Marietta Materials Inc.'s liability hereunder, whether in contract, tort, under any warranty, in negligence or otherwise, shall be limited to the reasonable cost of any labor and/or materials shown to Martin Marietta Materials Inc.'s satisfaction to have been defective. Under no circumstances shall Martin Marietta Materials Inc. be liable for special, indirect or consequential damages. The parties agree that, if soil sterilizer is required to be applied under the terms of this contract, a licensed contractor other than Martin Marietta Materials Inc. will perform such application. Martin Marietta Materials Inc. shall assign to Customer the manufacturer's warranty, if any, given in connection with such soil sterilizer. Martin Marietta Materials Inc. shall not be liable for any damage caused by such application of soil sterilizer.

9) ATTORNEY'S FEES AND COSTS: In the event that Martin Marietta Materials Inc. either initiates or is named as a party in any legal action arising from or related to the furnishing of labor, services, and/or materials to Customer, including any litigation to enforce a mechanic's lien, Customer shall be liable for all costs and reasonable attorney's fees incurred by Martin Marietta Materials Inc. in such litigation.

10) INDEMNIFICATION: To the fullest extent permitted by law, Customer shall indemnify Martin Marietta Materials Inc. and hold it harmless from and against claims, damages, losses and expenses arising out of or resulting from performance of Martin Marietta Materials Inc.'s work under this contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of Customer, Customer's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

The parties acknowledge that this document contains the entire understanding and agreement concerning the work to be done by Martin Marietta Materials Inc.. There are no agreements, oral or otherwise, which are not set forth herein.