



P.O. Box 843, 8002 Rector Road, Sanger, TX 76266
Office Phone: 940-302-0133

1 of 3

City of Sanger
301 Bolivar St., P.O. Box 1729
Sanger, TX 76266

Attn: John Henderson, Street Superintendent
jhenderson@sangertexas.org

Date: May 17, 2021
Proposal: 21-106
Phone: 940-458-2571
Fax: 940-458-3428
Cell: 940-390-1136 (Cell)

As updated and applied to City of Aubrey via Interlocal
Cooperative Agreement with the City of Sanger

Date: February 23, 2023

City of Aubrey
107 S. Main St.
Aubrey, TX 76227

Attn: Leanne Wilson, Public Works Director
lwilson@aubreytx.gov

Level 1 Paving, hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at: **City of Sanger, Various Streets, Sanger, TX 76266 and/or City of Aubrey, Various Streets, Aubrey, TX.** The term of the agreement between Level 1 Paving the City of Aubrey entered into pursuant to the Interlocal Cooperative Purchasing Agreement has a start date of February 23, 2023.

Agreed Upon Minimum Charges from Level One Paving to the City of Sanger and/or the City of Aubrey for Asphalt Street Repairs:

- Minimum charge for street repairs requiring up to five (5) tons of asphalt.

PRICE: \$2,500.00*

- Minimum charge for street repairs requiring a tandem load, approximately 13 tons of asphalt.

PRICE: \$5,000.00*

- Minimum charge for street repairs requiring an 18-wheeler load, approximately 25 tons of asphalt.

PRICE: \$7,500.00*

***For multiple small areas, there will be an additional charge agreed upon in writing**

Between the City of Sanger or the City of Aubrey, as applicable, and Level One Paving before the work is performed.

Cement Stabilization:

- Cement stabilize at 8" deep, 6% Portland cement is approximately 25 tons which equals 12,500 sf. Area will be hydrated, roller compacted with steel wheeled vibratory compactor and set to grade.

PRICE: \$15,000.00 or \$1.20/sf

- Cement stabilization at 8" deep, 6% Portland cement is approximately 100 tons which equals 50,000 sf. Area will be hydrated, roller compacted with steel wheeled vibratory compactor and set to grade.

PRICE: \$55,000.00 or \$1.10/sf

Any street repairs meeting the criteria above, will be acknowledged with a Purchase Order approved per job by John Henderson from the City of Sanger to Level One Paving or Leanne Wilson from the City of Aubrey to Level One Paving, as applicable.

This pricing and agreement will be in effect for one year from the date of signing.

Exclusions (if applicable):

Barricades and traffic control. Permits or testing. Concrete stamping or pavers. Silt fencing or construction entrance. Demolition, excavation or related dirt work, grades must be +/- 0.10' foot and blue topped by others. Underground utilities to be back filled and compacted by others, with engineers' approval. Surveying, paving corners, lines, grades, building corners, and pier locations to be established by others. Base plates, anchor bolts or concrete embeds. Backfilling of curbs. Concrete joint sealing. Pipe bollard steel. Spoils haul off - if applicable.

TERMS AND CONDITIONS

1. Level 1 Paving, Inc. shall not be responsible for, and shall be held harmless from any liability resulting from damages to utilities buried within the prescribed working area of this contract. It will be the responsibility of the owner to locate any underground lines, public or private and determine the depth for such lines. The owner shall be responsible for calling DIG TESS at 811 for the location of underground utility lines. It is further understood that we shall not be responsible for any damages to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, but not limited to failure of sub-grade or failure of inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.
2. If Company is delayed at any time in the commencement or progress of the work described herein by (1) an act of neglect of the owner, an employee or agent of owner, or a separate contractor; (2) changes ordered in the work; (3) labor disputes, fire, unusual delay in deliveries or supplies, unavoidable casualties, adverse weather conditions, strikes, boycotts, embargo, quarantine, order of government authority, or other causes beyond the Contractor's control, then the contract time shall be extended for an amount of time commensurate with the delay. The contract price shall also be adjusted for any increase in the cost of performance of the work set forth herein, that is caused by suspension, delay or interruption of the work, or due to causes beyond the Contractor's control.

Level One Paving, Inc. is not responsible for removal of vehicles from areas of parking lot being repaved. Level One Paving will notify you in advance and you must make arrangements to have vehicles removed at your expense.

3. Any changes to this contract or additional work to be performed shall be agreed to in writing by both parties. Interest of 1 1/2% per month shall be charged on any past due balances from the due date of receipt of payment by the Company. If it becomes necessary to take collection action to obtain payment, all costs of collection, including but not limited to, reasonable attorney's fees shall be paid by you.
4. A facsimile or email of this document shall be deemed as original and shall be legally binding
5. State, County, or City permits or permitting requirements are excluded unless requested by customer for Level 1 Paving, Inc. to acquire them before starting work as stated in this contract. All costs will be an addition to contract price.
6. Unless this is a new parking lot installation or cement stabilization of the entire parking lot, Level 1 Paving, Inc. cannot be responsible for drainage or standing water due to already established and existing grades on the parking lot.
7. Level 1 Paving, Inc. guarantees the above work under normal use for a period of 1 year, excluding unusual abuse or neglect.
8. This contract may be withdrawn by us if not accepted within 30 days.
9. No guarantee on seal coat flaking or peeling due to oil spots.
10. New asphalt is susceptible to power steering marks in the summer months. No guarantee on recurring cracks.

Payment is due upon completion of work.

Upon acceptance, please sign and return the original proposal, retaining a copy for your records. It is understood that the above, including the attached terms and conditions, will constitute the full and complete contract between us.

ACCEPTED:

Level One Paving, Inc.

By AM Knudsen
City Manager of the City of Aubrey, Texas

Date 2-23-23

By [Signature]
Alvin Crosson, 214-641-6530 or
James Sturm, 972-953-9535
Date 2-23-23

By _____
City Manager of the City of Sanger, Texas

Date _____

By _____
City Attorney of the City of Sanger, Texas

Date _____

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By _____
City Manager of the City of Sanger, Texas

Date _____

By 
City Attorney of the City of Sanger, Texas

Date 3/27/23