MEMORANDUM

Date: March 10, 2020

To: The Honorable Chairman and Members
Pima County Board of Supervisors

From: C.H. Huckelberry
County Administrator

Re: **Funding for Repair of Airstrip on Pima County Property Leased to Catalina Radio Control Modelers**

Pima County property south of the Tres Rios Wastewater Reclamation Facility is leased to Catalina Radio Control Modelers, Inc., an Arizona non-profit corporation, for the purpose of operating radio control model airplanes. The location has a paved asphalt runway which is 430 feet long and 70 feet wide.

This facility is used by the Catalina Radio Control Modelers members and for hosting sponsored community events including the annual Big Brothers and Big Sisters "Learn to Fly" event; and fundraisers for organizations such as the Community Food Bank, planned Academy of Model Aeronautics "War Bird" fun-fly fundraiser with all funds raised going to the "Wounded Warrior Project".

Due to the deteriorating condition of the runway the Catalina Radio Control Modelers are faced with the potential loss of these beneficial community events and loss of a useable location for member model airplane operators. Such a loss would be particularly problematic since apparently, the lease for the Southern Arizona Modeler's flying club site adjacent to the Pima County Fairgrounds, will not be renewed by the Fair Commission.

The Catalina Radio Control Modelers have inquired about sharing the cost of repairing the runway with Pima County. Based on the attached quote from Tucson Asphalt, a County Job Order Contractor, it would cost $48,288 to pulverize the existing asphalt, prepare the base, install a new 1.5 inch asphalt surface and apply a seal coat and striping. The Board of the Catalina Radio Control Modelers has committed to contribute $19,000 to the repairs.

Given the community benefits achieved with this facility on Pima County land and lack of another location for radio control airplane operators, it is appropriate for Pima County to share in the cost of the runway repair. County participation in repair of this unique facility is consistent with our goal to provide a range of diverse community sports and recreation venues for community use.

I intend to place an item on the Addendum for the March 17, 2020 Board of Supervisors Meeting for approval to allocate $29,288 of Board Contingency Funds to complete runway repairs provided that the Catalina Radio Control Modelers contribute $19,000.

Please let me know if you have questions.

CHH/lab

Attachment

c: Jan Lesher, Chief Deputy County Administrator
Carmine DeBonis, Jr., Deputy County Administrator for Public Works
Yves Khawam, PhD, Assistant County Administrator for Public Works
Jackson Jenkins, Director, Regional Wastewater Reclamation Department

ACCREDITED BUSINESS BBB

TUCSON ASPHALT CONTRACTORS inc.

EQUIPMENT WORLD contractor of the year

Marvin M Black Award Winner
Certified S.B.E.

February 10, 2020

Proposal #20-0005

Pima County
201 N. Stone Ave. 2nd Floor
Tucson, Arizona 85701

To: Craig Roberts
Phone: 520-724-6522
Email: craig.roberts@pima.gov

Reference: Catalina Flyers Runway **(Revised 2-10-2020)**

Remove and Replace 1.5" Asphalt Pavement (32,892 SF):
Pulverizing – Pulverize existing asphalt pavement to a depth between 4" to 6" inches approximately 32,892 SF.

Aggregate Base & Grading – Furnish and deliver aggregate base as necessary water, grade, and compact.

Asphalt Paving - Tack coat all vertical edges; furnish, deliver and install an average compacted thickness of (1.5") inches of PAG specification hot mix asphalt #2 arterial mix with no rap.

Fog Seal - Furnish, deliver and install Fog Seal (CSS-1H 1:1 dilute) at the manufacturer's suggested application rate of .11 gallons per square yard (traffic ready in 5 hours).

Striping – Furnish and place new pavement markings per original layout.

Total: $48,288.52

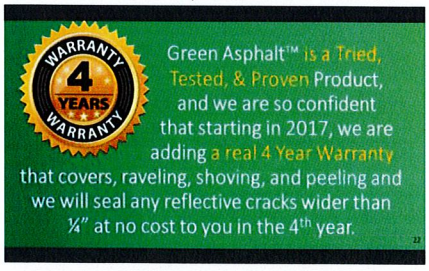
Clarifications:

1. All private utilities are to be located by the owner before work begins.
2. Fog sealing will be done the day after the installation of the asphalt pavement.
3. Asphalt buy based on PAG #2 arterial without rap - $57.15 with final contract adjusted to reflect actual cost of asphaltic concrete purchase and/or adjustments with fuel costs, price is good through 4-1-2020.
4. Runway will be closed for approximately four days.

Thank you for the opportunity to provide pricing on the above project. Please feel free to call me should you require any additional assistance.

Sincerely,
Tucson Asphalt Contractors, Inc.

David Tyrpak
Estimator/Project Manager
C: 520-977-0505
E-mail- david@tucsonasphalt.com



Tucson Asphalt Contractors, Inc. Standard Terms

1) Buyer's Responsibilities are to Read all handouts and these standard terms, towing company costs to relocate vehicles parked in the work area, keeping the worksite dry and free of water including temporarily turning off landscape water 48 hours or more before work begins and until seller deems the work to be complete; maintaining barricades and closures after Sellers' employees have left the jobsite and until the Buyer is instructed by Seller that barricades may be withdrawn. **2) Payment Terms are Net 30. 3) Cancellation**/Stop Work. Prices are valid for only 10 days from date of proposal. Seller may suspend, discontinue or cancel the work, when in the Seller's opinion; a financial loss is eminent, plans, specifications, or directives are unclear, payment for the work may be delayed or it appears the project is not adequately funded, or when, "in the Seller's opinion", a hostile, unhealthy, illegal or unsafe work environment exists, or when seasons or weather may threaten the finished product. All invoices for work partially completed will become immediately due upon Seller's written or verbal notice of work suspension, or cancellation. **4) Standard Exclusions**. The Buyer's responsibilities include sales tax, permits, bond costs, primary traffic control, construction water costs, saw cutting, sweeping, striping, prime, tack or seal coat, utility adjustments, materials or equipment that are not locally available or commonly utilized, notification of businesses, residents, or third parties. Labor exclusions include training classes, extra labor costs associated with crews waiting, guard services, prevailing wages, certified payroll, night, overtime, weekend or holiday work, non-standard or unsafe labor practices. Costs for additional items not specifically proposed will be invoiced at a $65.00 per man hour. Equipment rentals, materials, subcontractor costs, permits, fees, additional insurance, surcharges and escalators and all other excluded extra costs will be invoiced at cost plus 15% markup plus applicable sales tax. Time and material, rate sheets are available upon Buyers request. **5) Engineering Exclusions** include survey, layout, engineering, permits and testing. Sellers' best efforts are directed to eliminating standing water, however we do not guarantee complete and immediate run off in areas where less than 1/2 of 1% of fall occurs, overlay areas, or areas graded by others. Seller is not responsible for altering courses of drainage or the effects of elevation changes. Failing pavements in front of dumpsters, weeds or grass growing through pavements, sinking trenches backfilled by others, and the effects of striping layout or stripe changes are not guaranteed or covered under warranty. All responsibility & liability related to installing or resurfacing speed bumps, humps, or berms, is that of the Buyer. **6) Alterations** or deviations from the work proposed involving extra costs may be executed upon written or verbal orders at Sellers' discretion and the increase will be added to the original price. The costs for any and all items not specifically mentioned in this proposal will be added to the original price. **7) Quantities** are approximate and should the actual field measured quantity of the finished product exceed the proposed quantity, the increase will be added to the original price. Should the actual field measured quantities be less than that proposed, no decrease will be subtracted from the original price. **8) Competitive bidding**. When a Buyer publishes quantities for the purpose of bidding and does not publish an intention to or not to, actually field measure the completed work prior to the bid, the original bid quantities shall be the minimum pay quantity regardless of Buyers' decision to measure the completed work and/or Buyers' attempts to reduce the pay quantity after the bid. **9) Contamination** of sub base discovered during the course of our work including, but not limited to petroleum or other hazardous, illegal, or unhealthy materials, will be cause for work suspension, with work to recommence after the condition has been remediated by Buyer. **10) Soil Conditions** and Depth. Due to inabilities to anticipate sub base conditions and asphalt depth, the contract price, unless proposed otherwise, is based on re-compacting the existing base. It is assumed that asphalt removal and replacement is limited to 2" maximum, unless an otherwise thickness is proposed. Increased costs for materials, labor and equipment, will be added. Repair of heavy equipment and truck damage to existing pavements and surroundings, as a result of our work, is the Buyers' responsibility and may add increased costs to repair. Warranties may be withdrawn for all or part of the work should he Buyers' direction to precede conflict with the recommendation of the Seller. Costs for excavating hard rock, concrete, or caliche will be added to the original price on a time and materials cost basis, see item 3 above. **11) Underground Utilities**. Seller is not responsible for underground lines or utilities that are buried below the work surface. The Buyer assumes responsibility for damage to any and all utilities and Sellers's equipment, unless he/she has supplied plans or diagrams that accurately locate utilities. **12) Warranty. Seller represents its completed work to be at or above the standard of the industry as defined by alike jobs performed under similar circumstances** and further warrants its completed work to the original owner, to be free of defects in workmanship, however subject to limitations of theoretical quantities, and work items proposed. Repairing damage caused by normal wear and tear, abuse, weather, third parties and Acts of God are not covered. Seller will, at Sellers' option, repair or replace limited and affected areas, defective in workmanship and materials, provided written notice of the claim is received by Seller within (1) years from the installation date of the work, **"(4) years for Green Rubberized Asphalt™ against surface raveling or peeling"** unless an otherwise term is specified by Sellers' proposal. Warranty is void until all monies due are paid, including any and all change order monies collection fees and interest. Warranties may be withdrawn for all or part of the work should the Buyers' direction to precede, conflict with the recommendation of the seller. **Should this contract be between Seller and the Property Owner, "Pursuant to Arizona law we are required to inform you of your right to file a written complaint with the Registrar of Contractors for an alleged violation of Arizona Revised Statutes Section 32-1154, subsection A. Any complaints must be made within the applicable time period as set forth in section 32-1155, subsection A. The ROC can be contacted at (602) 542-1525 or on line at http://www.azroc.gov. We request that if any portion of our work is unsatisfactory that you notify us prior to filing a complaint so we can attempt to resolve any concerns." 13) Oil spot primer** may be used in an effort to better bond sealer to automotive oil spots, however; sealer will not adhere to areas where clay or silt soils, petroleum products or other possibly unknown materials have penetrated and softened the pavement surface or structure. New oil spills can be best treated with powdered laundry detergent as an absorbent. **14) Pavement Cracks. All PAVEMENTS CRACK, new and old pavements crack and cracks reflect through pavements. Not all sealed cracks are filled flush to the pavement surface.** Hot crack sealer shrinks when it cools and it is normal for cracks not to be filled to the surface, for this reason Seller proposes crack sealing, not crack filling. Crack sealing prevents moisture penetration of the sub-base, prolongs pavement life and is not represented to improve appearance. **15) Paving Fabric Membranes** are not proposed for use under canopies and are proposed in accordance with manufacturers specifications and do not cover the entire surface of pavements we overlay. Membranes delay but do not eliminate reflective cracking. Membranes provide an effective barrier that prevents moisture penetration of the sub-base and are highly recommended under overlays. **16) Scuffing from power steering marks and tire friction is normal**. These areas will knead in and blend in appearance in time. During periods of high heat, a light spray of water in the afternoon heat will encourage surface curing and lessen scuffing. **17) Sealcoat is photo-sensitive** and during periods of winter shade sealer may not cure in shaded areas. **Seller recommends Green Rubberized Asphalt™ be sealed at the end of its 4th year and every 6 years thereafter. New conventional asphalt should be sealed within its 1st week using a fog seal only and every 1 - 3 years thereafter with a fog or Masterseal.** Cement finishing of new pavement speeds the cure, lessens scuffing and eliminates seal coating for up to 5 years. **18) World oil prices** are beyond Sellers control and our suppliers will not guarantee the price of asphalt for more than 30 days, therefore: increases above today's proposal price of $57.15 per ton, may be added to the price, furthermore when Seller is the subcontractor, it is the responsibility of the Buyer/Contractor that Seller is working for to arrange for similar price Protection with the Entity the Buyer is working for. **19) Time. Seller intends** to provide the work with as little delay as possible, but Seller will not be responsible for delays such as market forces, weather, landscape or other water sources, vehicles and other trades in Sellers' work areas, and other unforeseen conditions. Should Sellers' work be delayed by the fault or instruction of the Buyer, Seller may recover any and all delay costs from the Buyer, see costs as outlined in item 3 above. **20) Proposal is based** on Seller completing work within four day of mobilization and in one section. In the event Seller's work is not completed as set forth above, through no fault of Seller, Seller shall be entitled to a reasonable price adjustment for the work, see costs as outlined in item 3 above. **21) Claims for loss of use,** lost income or other claims made by the Buyer or third parties are prohibited, and the Buyer agrees to interpret this contract to indemnify and hold harmless the Seller from all claims. **22) Insurance. Seller carries** legally required liability and workers compensation insurance. Buyer shall carry standard owners, or builder's course of construction insurance. Buyer requested additional insurance will be paid for by the Buyer.

Personal Guarantee: The undersigned jointly and severely guarantee the payment in full of any indebtedness of Buyer to Seller. It is expressly understood that this continuing guaranty covers any debt that may arise. This continuing guarantee shall continue in force and effect unless and until written revocation is received by and accepted in writing by Seller. Such revocation shall not affect the obligation of the undersigned Buyer as to any indebtedness existing at the time of revocation.

Buyer's Signature: constitutes having read, understanding and acceptance of all of the items proposed and the standard terms creating a binding contract, original, fax, or email and same becomes part of any known contracts between the parties and is considered "the legal contract". Buyers' plans and specifications may conflict with this contract and if so, the terms of this proposal shall prevail.

Principal Buyer's Signature: _____ Check Married: _____ or Not Married: _____

Printed Name: _____ Date: _____

Spouses Signature: _____

Print Name: _____ Date: _____

Buyer hereby certifies and represents that he/she is _____or is not _____the Property Owner where the work is to be performed.

Buyer hereby certifies and represents that the property is _____or is not _____ his/her primary residence. Buyer represents a corporation: Initial_____. Buyer has signed as the President of the H.O.A.: Initial _____. Preliminary Lien Notices are often filed by Seller, or Sellers' material suppliers. **This is NOT a lien**; the purpose of the notice is strictly to protect Sellers' legal right to lien, if Seller is not paid. On projects with multiple Contractors the prelim notifies the Owner of his/her obligation to make sure the General Contractor pays the Subcontractors and materials, thereby protecting the Owner from paying twice.

OPTIONAL: Individual Agent Name: _____ Phone: _____

Buyer identifies the Individual Agent listed above as having the full authority to deal with all issues concerning the work performed. Problems may arise when the work is judged by other than the Principal Buyer the proposal was designed for. Buyer warrants this agent to be a reasonable person and the sole acceptor of the completed work on Buyers behalf. Buyer agrees not to delegate acceptance to the opinions of others.

TO ORDER, PLEASE SIGN & RETURN. Mail, Email, or OUR FAX # IS 520-408-0929

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Updated 04/2016