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Arizona | California | Colorado | Nevada | New Mexico | Texas

October 9, 2018

SUBMITTED TO:
Mesa Unified School District
Ron Romo

480-472-0000
63 E Main St
Mesa, AZ 85201

WORK TO BE PERFORMED AT:
Emerson Elementary School
N Westwood Cir
Mesa, AZ 85201

SUBMITTED BY:
Ron Erickson
Account Executive
P: 602-304-4162
F: 602-304-4162
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3030 South 7th St
Phoenix, AZ 85040



Contractor's Licenses:
AZ ROC 090990-A; ROC 166912-C-13; CA 725402; NV 0076024; NM 366859

MOHAVE EDUCATIONAL SERVICE CO-OP BID

CONTRACT NUMBER: 14Y-ACE-0317

SPECIAL NOTE:

The terms and conditions of Mohave Educational Services Co-Op Bid, Contract Number 14Y-ACE-0317 will prevail over any and all terms and conditions stated in the proposal.

Prices are valid until December 31st, 2018.



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SCOPE OF WORK

HEAVY MAINTENANCE: ADJACENT WAYS

Obtain necessary project dust permits

Provide site supervision

Pulverize or demo 14,820 square feet of existing asphalt

Haul off excess material as needed (183 cubic yards)

Fine grade and compact GSA

Pave 14,820 square feet with 4 inches of compacted asphalt

Stripe as existing

Proposal includes **1 mobilization**, additional move-ins require re-pricing.

Exclusions (except as noted above):

Bonds, Testing, Permits, Import / export, ABC, Taxes, Project engineering and lay-out staking, Site plans, All concrete work, Subgrade stabilization

Notes:

Due to the existing condition of asphalt on this project, it is reasonable to believe that wet subgrade soils may be present. The extent of this saturation (if any) cannot be completely assessed without removal of the existing asphalt surface. Should the subgrade be saturated, available solution alternatives will be proposed and additional funds and/or construction time may be required by the client to correct the saturation concerns.

Bid is for items in scope of work only

Ace is not responsible for drainage on projects with less than 1% fall. Existing grades will be completed prior to the start of work and problem areas will be identified. Ace Asphalt will review all viable solutions with the client before the start of work.

Ace is not responsible for subgrade deficiencies.

Ace is not responsible for damage to underground utilities not located by owner prior to start of our work.

Site is to be unobstructed prior to start of Ace work.

STABILIZATION CONTINGENCY: ADJACENT WAYS



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Strip off 4 inches of GSA and stockpile on site

Stabilize 14,820 square feet of saturated subgrade to a depth of 12 inches

Replace stockpiled GSA, fine grade, moisturize and compact

NOTE: Any and all deductions from contingency fund will be based upon Mohave Educational Services Contract 14Y-ACE-0317 and must be approved by the customer prior to the start of work. Unused portions will be credited to the project.

Proposal assumes the work in this phase will be completed at the same time as the Adjacent Ways Demo & Pave. Added mobilization charges apply if completed as a stand-alone project. Exclusions and notes from the Adjacent Ways Demo & Pave apply.

At Ace Asphalt, we don't just build surfaces. We build trust. And we look forward to building yours.



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PRICING

PHASES

Heavy Maintenance: Adjacent Ways \$56,410.86

Stabilization Contingency: Adjacent Ways \$15,528.42

SUBTOTAL \$71,939.28

Estimated Tax \$0.00

PROPOSAL TOTAL \$71,939.28

EXCLUSIONS, UNLESS NOTED ABOVE:

Bonds, testing, engineering, permits, taxes, soil sterilant, caulking/grouting, wire or fiber mesh, dowels, colored concrete, decorative finishes, utility adjustments, or landscaping/landscape irrigation repairs; Correction of drainage issues or pre-existing subgrade deficiencies; Crack seal adjacent to concrete sidewalks and curbing; Single coat sealing applications and cracks over 2" in width are excluded from warranty (per manufacturer specifications); Work performed on weekends may incur an additional charge.

NOTE: According to Arizona Law, any purchase order issued with an aggregate total over \$100,000.00 will need to have a payment and performance bond issued for 100% of the work performed. For additional information, please contact Mike Jensen at 602-304-4023.

NOTE: When you decide to accept this proposal, please make your PO out directly to Ace Asphalt of Arizona, Inc., then fax your PO to Mohave Educational Services, Inc. at 928-718-3232 for verification of pricing and to Ace Asphalt at 602-304-2725. The Mohave contract number: 14Y-ACE-0317, must appear on your PO. Once Mohave approves the PO for compliance, they will notify Ace Asphalt to proceed with the Work.

Sales Tax may vary based upon completion time of the project and any tax rate changes made by the state, city or county regulations.

TERMS: NET 30 DAYS AFTER COMPLETION OF WORK.

ACCEPTANCE: Ace Asphalt of Arizona, Inc., is authorized to proceed with the work as specified. Payment will be made according to the terms listed above.



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Authorized Signature

Title

Print Name

Date

Legal Property Owner Name

Scheduling Contact

Mailing Address

Scheduling Contact Phone



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TERMS AND CONDITIONS

General Conditions

All surfaces to which material is to be applied shall be in a condition that is similar to the time at which the project was bid. Customer shall notify Ace in advance when the site will be ready for the work to be performed, and shall give free and unobstructed access so that the work to be performed hereunder can be commenced promptly, and that once begun, may be completed without delay. Customer agrees to pay Ace its reasonable charges for delays caused by Customer. Towing of vehicles, if necessary, shall be the responsibility of Customer.

Ace Asphalt is not responsible for making any site conditions or improvements ADA compliant unless directed by the customer to do so. If directed by the Customer, Ace Asphalt will make the recommended changes and additional charges may apply. Ace Asphalt also recommends the use of a certified ADA consultant for site evaluations and recommendations as required by Federal and State laws.

Customer is solely responsible for maintaining its properties in full compliance with the ADA and agrees to indemnify and hold Ace Asphalt harmless from and against any and all liability, claims, damages or expense, including attorneys fees, relating in any way to ADA requirements or issues.

Traffic control will be provided by Ace unless otherwise specified. It shall become the responsibility of Customer to maintain barricades and/or closures if required after Ace's personnel leave the site.

A water supply source shall be furnished by Customer for Ace's use on this project.

Ace does not assume responsibility for any utility lines such as water, electric, sprinkler, etc., which may lie within eighteen inches (18") of the surface. Layouts of locations must be furnished to Ace if such lines are known to exist. Failure to furnish information in this regard will cause Customer to carry responsibility in case of any damage and repairs to such lines.

Customer shall be represented by one spokesperson, who shall have the authority to accept work performed, authorize and sign for any additions or changes desired, and will be available for consultation with Ace's representative.

Customer grants permission to Ace to create photos or videos of the site for use in promotion of its business services.

Taxes are computed for the locality in which the work is performed at the time the project is invoiced. Taxes can be waived, by law, only upon receipt of an exemption certificate that has been properly executed by responsible party to this contract.

Ace reserves the right to submit progress billings to Customer on a weekly, bi-weekly, or monthly basis. Customer agrees to pay progress billings in accordance to our terms and conditions.

Indemnification

Ace maintains adequate insurances and shall indemnify and hold harmless Customer, Owner, and agents and employees of any of them from any claims, damages, losses and expenses arising out of or resulting from performance of the Work to the extent caused by the negligent acts or omissions of Ace or anyone for whose acts Ace may be liable.

Warranty

The work proposed herein is covered by a 30 month warranty on workmanship. Normal wear and tear, abuse, accidental damage, and acts of God are excluded.

Disputes

If Customer objects to any portion of the work, Customer will so notify Ace within seven (7) calendar days, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice.

The parties hereby agree that, in any legal action arising from this Agreement, venue for the action may properly be placed in the county of the Ace office that issued this contract. The parties acknowledge that they are hereby voluntarily and knowingly relinquishing and waiving any rights they may have to establishing venue in any other county. This Agreement shall be in accordance with and governed by the laws of the state of Arizona. If



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a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

Our Commitment to the Environment

Ace believes in employing sustainable practices that are both socially responsible and commercially sound. From material recycling strategies to pollution prevention initiatives, we are committed to minimizing our environmental impact while improving the well being of the communities we serve.

Confidentiality

The information in this document is privileged and confidential. No part of this document may be reproduced and/or distributed to anyone other than the recipient listed on this document without written permission from Ace.



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NEXT STEPS



WE EARN YOUR BUSINESS.

When you're comfortable with our proposal and are ready to move forward, just sign and return it. Now your hard work is over...and ours is just beginning.



WE SCHEDULE WORK – AND FOLLOW THROUGH.

The time your parking lot or other facility is down is an inconvenience and costs you or your customers money. Our scheduling department is the best in the business at meeting seemingly impossible requests, or finding mutually agreeable solutions to difficult scheduling situations. Once we agree on the schedule, we lock it in.



WE START WORK.

We will be at your site on time and ready to work. If you join us for the day, you'll find our crews, supervisors, and superintendents helpful and professional. You'll likely also run into someone from your account team checking on progress throughout the day to ensure your agreed-upon expectations are reflected properly in the work being performed.



YOU PROVIDE FEEDBACK.

Our work isn't done until you're satisfied. If any element doesn't meet your agreed-upon expectations, we'll schedule touch-ups right away. Our customer service staff will also be in touch about a month after your project is complete to get your honest feedback on our work – and to make sure you don't have any loose ends to tie up.



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