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May 11, 2020

SUBMITTED TO:

Arcadis
Ryan Dobson

480-938-7980
410 N 44th St
Phoenix, AZ 85008

WORK TO BE PERFORMED AT:

Asphalt/2.27.2020
37327 North Gantzel Road
San Tan Valley, AZ 85140

SUBMITTED BY:

Eric Albright
Account Executive

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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

SCOPE OF WORK

HEAVY MAINTENANCE: ADJACENT WAYS

1 GPA CONTRACT NUMBER: IFB 17-16P Asphalt Products and Services

SPECIAL NOTE:

The terms and conditions of 1 GPA, Contract Number IFB 17-16P will prevail over any and all terms and conditions stated in the proposal.

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.

Bid Scope: Adjacent Ways

Move Ins: (3) Demo/Rough Grade/Export/FG Concrete (1); Form and Pour Concrete (1); Subgrade/ABC/Pave (1)

Barricades (Ace Scope Only)

Saw Cut 3" Thick Asphalt as Necessary

Demolish Existing Tree (Assumed 1 Load)

Demolish 3" Thick Existing Asphalt (8,172 Square Feet)

Demolish 4" Thick Existing Asphalt (18,702 Square Feet)

Demolish 4" Thick Existing Concrete (830 Square Feet)

Demolish 6" Thick Existing Concrete (898 Square Feet)

Demolish Existing Wheel Stops (23 Each)

Haul Off Demolished Material as Necessary

Move Cuts to Fills (Approximately 1,294 Cubic Yards)

Export Excess Dirt Material (Approximately 1,232 Cubic Yards)

Fine Grade for Curb (1,910 Linear Feet)

Fine Grade for Concrete Flatwork (1,025 Square Feet)



Form and Pour Curb and Gutter (830 Linear Feet)
Form and Pour Single Curb (1,080 Linear Feet)
Form and Pour 9" Thick Concrete Valley Gutter (1,025 Square Feet)
Fine Grade and Compact Subgrade (76,696 Square Feet)
Place 3" Thick ABC (76,696 Square Feet)
Fine Grade and Compact ABC (76,696 Square Feet)
Pave 3" Thick Asphalt (60,093 Square Feet)
Pave 4" Thick Asphalt (16,603 Square Feet)
Install Asphalt Thickened Edge (1,061 Linear Feet)

EXCLUSIONS, EXCEPT AS NOTED ABOVE:

Bonds, Testing, All Permits, Dust Permit, Project Engineering, Survey and Layout Staking, Repair of Irrigation, Landscaping, Private Locators, Gate Loops, Weekend Work, Import, Over Excavation, New Wheel Stops, Speed Bumps, Subgrade Stabilization, Protection of Concrete After Initial Placement, Colored Concrete, Decorative Concrete, Rebar, Fibers, Wire Mesh, Dowels, Imbeds, Footings, Masonry, Caulking, Truncated Domes, Asphalt Patch Back, Connections to Existing Drainage Pipe, Offsite Work, Offsite Traffic Control.

Ace is not liable for drainage on projects with less than 1% fall. Due to existing conditions and matching elevations of concrete curbs, buildings and/or asphalt, we may not be able to raise or lower elevations in order to achieve proper slope to prevent standing water, therefore ponding of water may occur.

Ace Asphalt is not liable for damage to underground utilities not located by the owner prior to the start of work.

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 based on existing asphalt being 3" and 4" thick, without fabric. If the existing asphalt varies from these thickness or fabric is encountered then the client may need to authorize additional funds.



Bid is based on existing concrete being 4" thick, without reinforcement. If the existing concrete varies from this thickness or reinforcement is encountered then the client may need to authorize additional funds.

Onsite water meter is to be supplied by owner/GC. Ace Asphalt will assume the cost of water for our scope only.

Ace Asphalt will only accept back charges if prior written notice was received and reasonable time was allowed to correct.

Ace Asphalt and the client will accept quality control density testing in the field as acceptance or rejection of said area's compaction. This shall include all onsite and offsite testing.

Ace Asphalt reserves the right to utilize the services of the client's soil engineer/testing company. Ace Asphalt, at will, may solicit from the same soil engineer/testing company preconstruction equipment recommendations, rolling patterns, constructability recommendations, material testing, field compaction results or any other services deemed necessary to ensure quality assurance is met in the field.

Proposal is based on all existing on-site soils being suitable for use in all site locations.

Bid includes move-ins as listed above. Additional move-ins may require additional funds.

Work area is to be unobstructed prior to mobilization.

Quote is based on sales notes and plans sheets C-1, C-2, C-3, C-4, C-5, C-6, C-7 (Dated 5/7/20).

PAYMENT & PERFORMANCE BOND

HEAVY MAINTENANCE: STANDARD FUNDING

Bid Scope: Standard Funding

Move Ins: Complete with the Base Bid (Adjacent Ways)

Demolish Existing Wheel Stops (23 Each)

Haul Off Demolished Material as Necessary

Move Cuts to Fills (Approximately 1,523 Cubic Yards)

Export Excess Dirt Material (Approximately 1,385 Cubic Yards)

Fine Grade for Curb (282 Linear Feet)



Fine Grade for Concrete Flatwork (3,967 Square Feet)
Form and Pour Curb and Gutter (266 Linear Feet)
Form and Pour Single Curb (16 Linear Feet)
Form and Pour 9" Thick Concrete Valley Gutter (72 Square Feet)
Form and Pour 4" Thick Concrete Sidewalk (3,822 Square Feet)
Form and Pour 4" Thick Concrete Splash Pads (204 Square Feet)
Install Handicap Ramps (4 Each)
Fine Grade and Compact Subgrade (17,044 Square Feet)
Place 3" Thick ABC (17,044 Square Feet)
Fine Grade and Compact ABC (17,044 Square Feet)
Pave 3" Thick Asphalt (17,044 Square Feet)
Stripe Standard Stalls (76 Each)
Stripe Handicap Stalls (4 Each)
Stripe Hash Out Lines (820 Linear Feet)
Install Standard Handicap Signs and Posts (4 Each)
Raise and Install Concrete Collars on Water Valves (2 Each)
Adjust Existing Cleanouts in Landscape Area (3 Each)

PAYMENT & PERFORMANCE BOND

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



PRICING

PHASES

Heavy Maintenance: Adjacent Ways	\$327,261.72
Payment & Performance Bond	\$4,254.40
Heavy Maintenance: Standard Funding	\$119,044.07
Payment & Performance Bond	\$1,547.57
SUBTOTAL	\$452,107.76
Estimated Tax	\$19,746.11
PROPOSAL TOTAL	\$471,853.87

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.

PAYMENT FOR WORK: Customer shall pay ACE within 30 days of the completion of the Work. ACE reserves the right to submit progress billings to Customer on a weekly, bi-weekly or monthly basis, which shall be paid by Customer within 30 days. No defect in the Work shall relieve Customer of its obligation to make payment of amounts due. Customer shall be charged interest at the rate of 2% per month on all unpaid balances and shall pay all reasonable attorneys' fees and costs incurred by ACE in collecting amounts due hereunder. Major credit cards are accepted subject to a 2% convenience fee. ACE reserves the right to file a preliminary lien notice and retains any and all lien rights. Customer acknowledges that there is volatility in raw material pricing and agrees that ACE may increase the contract price set forth herein to account for the increased cost charged by ACE's suppliers for the raw materials. The contract price includes sales tax as charged by material providers and specifically excludes all use tax. Taxes can be waived only upon ACE's receipt of a properly executed tax exemption certificate.

ACCEPTANCE: The process, specifications, and conditions as enumerated herein, including "Terms and Conditions" below, are satisfactory and are hereby accepted. Ace Asphalt of Arizona, Inc., is authorized to proceed with the work as specified. Payment will be made according to the terms listed above.



Authorized Signature

Title

Print Name

Date

Legal Property Owner Name

Invoice Addressee

Scheduling Contact

Invoice Mailing Address



TERMS AND CONDITIONS

THE WORK: ACE will furnish all necessary labor, materials, and equipment to complete the work specified herein (the "Work"). Customer shall notify ACE in advance when the site will be ready for the Work to be performed, and shall provide ACE with free and unobstructed access so that the Work can be commenced promptly, and completed without delay. Customer shall pay for the towing of vehicles impeding the Work and all other charges incurred by ACE due to Customer delay. Customer shall pay ACE its reasonable charges incurred due to delays caused by Customer. All surfaces to which material is to be applied shall be in a condition similar to the condition at the time the project was bid. ACE provides no assurance as to a completion date since the Work is subject to weather conditions, prior commitments, mechanical failures and other causes beyond ACE's control.

Customer shall be represented by one person with authority to accept the work and authorize changes to the Work. Customer shall provide ACE with reasonable access to a water supply source. Customer grants ACE permission to utilize photos and video of the Work and the project site in the promotion of ACE's business services.

WARRANTY: The Work is warranted against defects in workmanship and materials for a period of one (1) year from the date of installation. ACE makes no warranty regarding drainage where the slope provided or allowable is less than two percent (2%). ACE's warranty does not extend to or cover settlement or cracking of asphalt or pavement due to expansive soils or improperly compacted utility trenches, or for failures caused by the inadequate compaction of the subgrade. ACE shall not be liable for damage to underground utilities which were improperly installed or backfilled.

AMERICANS WITH DISABILITIES ACT: Customer is solely responsible for maintaining the subject property in full compliance with the ADA and agrees to indemnify and hold ACE harmless from and against any and all liability, claims, damages or expense, including attorneys' fees, relating in any way to ADA requirements or issues. ACE recommends that Customer obtain the services of a certified ADA consultant for site evaluations and recommendations as required by Federal and State law. If directed by the Customer to obtain compliance, ACE may make recommendations for such work and additional charges may apply.

SOILS: ACE shall have no liability to Customer or any third party relating to underlying soil conditions. ACE will not sacrifice the quality or integrity by placing asphalt pavement on base course or subgrade that is unstable or subgrade containing frost, including top lifts or overlays when temperatures do not meet material specifications. ACE's warranty shall be waived and of no effect should Customer direct or authorize ACE to pave on unstable subgrade or subgrade containing frost and Customer shall be responsible for any and all resulting damage or required repairs. If Customer requests that the top lift of asphalt be placed at a later date, the cost for all clean up is the Customer's responsibility.

If ACE provides subcontracted construction stakes and/or subcontracted engineering services, the Customer agrees to indemnify and defend ACE from and against any and all claims, demands, damages, costs or expenses, including attorneys' fees, resulting from or related to these services, including drainage of water as to direction and amount, both during and after performance of the Work.

If a soil sterilizer or herbicide is applied by ACE, it is applied at the request of the Customer in an effort to retard weed growth and ACE makes no representation or guarantee that its use will have the intended effect. Customer shall indemnify, hold harmless, and defend ACE from and against any and all damages, claims, cost or expenses, including attorneys' fees and costs, resulting from these services.

Customer is advised to retain an independent licensed soils engineer for a study of the existing soils in order to recommend a specific pavement design. ACE may modify this proposal and the contract price to include such recommendations.

DISPUTE RESOLUTION: This Contract shall be governed by the laws of the State where the Work was performed. Customer shall notify ACE within 7 days of Customer's objection to any portion of the Work and shall pay ACE all amounts that are not in dispute. Any dispute relating to this Contract or to the Work performed by ACE shall be resolved solely by a court of competent jurisdiction in the County where the Work was performed. The parties expressly agree that this Contract was jointly drafted and shall be construed neither against nor in favor of either party. The prevailing party in any litigation relating to this Contract shall be entitled to an award of its reasonable costs and attorneys' fees.



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