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February 19, 2021

SUBMITTED TO:

Mesa Unified School District
Todd Poer

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

WORK TO BE PERFORMED AT:

HughesES/Various/6.16.2020
630 North Hunt Drive
Mesa, AZ 85203

SUBMITTED BY:

Eric Albright
Account Executive

P: 602-304-4157
F: 602-304-4157
E: albrighte@aceasphalt.com

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: 19P-ACE-0318

SPECIAL NOTE:

The terms and conditions of Mohave Educational Services Co-Op Bid, Contract Number 19P-ACE-0318 will prevail over any and all terms and conditions stated in the proposal.

Prices are valid until March 31st, 2021.



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SCOPE OF WORK

HEAVY MAINTENANCE: ADJACENT WAYS

Bid Scope:

Move Ins: (1) Demo/Grade/Pave (1)
Dust Permit
Water Meter
Barricades (Ace Scope Only)
Saw Cut 3" Thick Asphalt as Necessary
Demolish Existing 3" Thick Asphalt (19,850 Sq. Ft.)
Haul Off Demolished Material as Necessary
Fine Grade and Compact Existing Base Material (19,850 Sq. Ft.)
Pave 3" Thick Asphalt (19,850 Sq. Ft.)
Install (4) Speed Bumps

EXCLUSIONS, EXCEPT AS NOTED ABOVE:

Bonds, Testing, Permits, Project Engineering, Survey and Layout Staking, Repair of Irrigation, Landscaping, Private Locators, Gate Loops, Weekend Work, Concrete Work, Subgrade Stabilization, Signs, Speed Bumps.

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" thick, without fabric. If the existing asphalt varies from this thickness or fabric is encountered then the client may need to authorize additional funds.

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

Work area is to be unobstructed prior to mobilization.



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SEALING (2) COATS: PMM - ADJACENT WAYS

- 1) Thoroughly clean approximately 5845 square feet of existing pavement.
- 2) Oil spillage areas will be treated with Poly Oil Seal spot primer; however the durability of these areas cannot be guaranteed unless prior repairs are made.
- 3) Clean all major cracks (1/4 inch and wider) with compressed air and caulk with a hot-applied, rubberized crack sealer, excluding areas with alligator cracking. Estimated crack sealer quantity is 25 gallons. Written permission will be requested if quantities are expected to exceed this amount.
- 4) Apply PMM RTU in **2 Coats**. Edge work adjacent to curbs, sidewalks, etc., will be done by hand in one coat.

NOTE:

This estimate is based on 1 mobilization(s). Additional trips, if requested, will require an additional charge. Work performed on weekends may incur an additional charge. Work areas must be clear of obstructions. If it is necessary to move vehicles from work areas, Ace Asphalt will tow vehicles and relocate to a designated area to be recovered by owners. Towing charges will be billed at a rate of \$65.00 per vehicle.

- **PMM RTU - Polymer Modified Master Seal:** a clay stabilized mineral and polymer reinforced asphalt emulsion seal coat designed to repair and protect distressed pavements.

STRIPE: ADJACENT WAYS**Scope of Work:**

- Mobilization
- Hash-Out
- Curb Paint
- Stencils
- Arrows
- Speed Bumps

HEAVY MAINTENANCE: STABILIZATION CONTINGENCY - ADJACENT WAYS

Move-Ins (0): Complete with the Base Bid

Remove and Stockpile Existing 4" Base Material Onsite (19,850 Sq. Ft.)

Lime Stabilize Subgrade 12" Depth, 3% Based On 100lbs Per Cubic Foot (19,850 Sq. Ft.)

Replace 4" Thick GSA (19,850 Sq. Ft.)



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Bid assumes existing base material will be stockpiled onsite and reused as base material beneath new asphalt. If new ABC/GSA is need it can be delivered on a time and materials basis.

PAYMENT PERFORMANCE BOND

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	\$50,295.08
Sealing (2) Coats: PMM - Adjacent Ways	\$2,734.15
Stripe: Adjacent Ways	\$1,718.59
Heavy Maintenance: Stabilization Contingency - Adjacent Ways	\$24,275.97
Payment Performance Bond	\$1,027.31

SUBTOTAL	\$80,051.10
Estimated Tax	\$4,317.96

PROPOSAL TOTAL	\$84,369.06
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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: 19P-ACE-0318, 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

Invoice Addressee

Scheduling Contact

Invoice Mailing Address



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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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STATE OF ARIZONA
SCHOOL FACILITIES BOARD

Governor of Arizona
Douglas A. Ducey

Executive Director
Andy Tobin

January 6, 2021

Adjacent Ways ID 2447

Dr. Andi Fourlis, Superintendent
Mesa Unified District
549 N Stapley Dr
Mesa, AZ 85203-7297

Dear Superintendent:

Pursuant to A.R.S. 15-995, "Each adjacent ways project proposal to be funded through this special assessment must be filed with the school facilities board and include the project cost estimate. If the entire project cost for the adjacent ways project is greater than fifty thousand dollars, the school facilities board shall approve or deny the project within sixty days after receipt of the filing of the project proposal by the school district and the expenditure shall not be made unless the school facilities board validates both of the following within sixty days after receipt of the filing of the proposal:

1. The project that is proposed to be funded by the assessment is in compliance with state laws relating to adjacent ways projects.
2. The proposal selected by the school district does not contain additional work that is not listed in the adjacent ways proposal submitted by the school district."

The School Facilities Board has reviewed your request for validation of Adjacent Ways expenditure of \$77,317 for on-site work to remove and replace the asphalt fire and bus lanes at Hughes Elementary School, ID 2447, and has found this request to be an appropriate use of Adjacent Ways funding.

Thank You,

Nick Loper, on behalf of

Andy Tobin
Executive Director
School Facilities Board

Current Status: Processing Complete

2/12/2021 10:56:08 AM

Submission ID: 2485**Initial Submission Date:****Resubmission Date:****District Name:** Mesa Unified District**Contact Person:** Joseph Georges**Contact Phone:** 4802506527**Contact Email:** jbgeorges2@mpsaz.org**School:** Michael T Hughes Elementary School (formerly Hawthorne Elementary School)**Site Address:** 630 n. Hunt Dr. Mesa, Arizona 85203**Project Title:** Crack seal, Slurry North lot, R & R Main lot # 2447 Supplemental tax request.**Project Detail:** During the process of completing the application for #2453, the taxes for the project were not added. This supplemental request is to cover said taxes.**Project Date Range:** 5/24/2021 **TO** 7/30/2020**Total Project Cost:** \$81,634.92 **Adjacent Ways Cost:** \$4,317.96**Board Meeting Date:****Validation Status:** No Review Required**Staff Analysis:****Board Decision:**