



**We're on it.**

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

**February 19, 2021**

**SUBMITTED TO:**  
Paradise Valley Unified School  
District  
Joe Ramire

602-449-2000  
15002 N 32nd St  
Phoenix, AZ 85032

**WORK TO BE PERFORMED AT:**  
Desert Shadows Middle School  
(Rear)  
5858 East Sweetwater Avenue  
Scottsdale, AZ 85254

**SUBMITTED BY:**  
Tad Peters

Account Executive

P: 602-320-6366  
F:  
E: peterst@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

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## SCOPE OF WORK

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### HEAVY MAINTENANCE ADJ WAYS

Move Ins: (2) Demo/Pour Concrete (1); Grade/Pave (1)

Dust Permit

Water Meter

Barricades (Ace Scope Only)

Saw Cut 4" Thick Asphalt as Necessary

Demolish Existing 4" Thick Asphalt (32,652 Square Feet)

Haul Off Demolished and Excavated Material as Necessary

Fine Grade and Compact Existing Base Material (32,652 Square Feet)

Pave 4" Thick Asphalt (32,652 Square Feet)

**EXCLUSIONS, EXCEPT AS NOTED ABOVE:** Bonds, Testing, Permits, Project Engineering, Survey and Layout Staking, Repair of Irrigation, Landscaping, Private Locators, Gate Loops, Weekend Work, Subgrade Stabilization, Striping, Signs, Wheel Stops, Speed Bumps, Protection of Concrete After Initial Placement, Colored Concrete, Decorative Concrete, Rebar, Fibers, Wire Mesh, Dowels, Imbeds, Footings, Masonry, Caulking, Truncated Domes, Asphalt Patch Back.

Proposal is valid only if signed and returned prior to 3/18/2021.

Due to volatile materials pricing beyond our control, this scope of work is required to be completed by 7/31/2021. If for any reason this scope of work is not completed by 7/31/2021, then additional funds may be required.

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



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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 site walk with owner.

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### **STRIPING ADJACENT WAYS**

Restripe all pavement markings to match existing layout including:

- 3 speed bumps - 6 arrows - 608 LF of Red Fire Curb

#### **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.

This price does not include replacing existing stencils on the asphalt unless it is specified above. Additionally, Fire Lane or curb painting is not included unless specified above. 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 applicable Federal and State laws.

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### **LIME STABILIZATION ADJACENT WAYS**

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

Remove and Stockpile Existing 4" Base Material Onsite (32,652 Square Feet)

Stabilize Subgrade 12" Depth, 3% Based On 100lbs Per Cubic Foot (32,652 Square Feet)

Replace and Compact 4" Thick GSA (32,652 Square Feet)

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### **ADJACENT WAYS BOND**



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**SPECIAL NOTE:**

The terms and conditions of 1 GPA, Contract Number IFB 17-16P Asphalt Products and Services will prevail over any and all terms and conditions stated in the proposal. All pricing is per said contract.

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

Proposal Is Valid through 03/31/2021

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**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 Adj Ways	\$118,432.90
Striping Adjacent Ways	\$1,001.90
Lime Stabilization Adjacent Ways	\$35,245.55
Adjacent Ways Bond	\$2,010.84
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<b>SUBTOTAL</b>	<b>\$156,691.19</b>
Estimated Tax	\$8,757.47
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<b>PROPOSAL TOTAL</b>	<b>\$165,448.66</b>

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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.

**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.



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PG 5 OF 7

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Property Owner Name

\_\_\_\_\_  
Invoice Addressee

\_\_\_\_\_  
Scheduling Contact

\_\_\_\_\_  
Invoice Mailing Address



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## 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 others 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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PG 7 OF 7