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**September 1, 2020**

**SUBMITTED TO:**

Peoria Unified School District  
Ryan Reese

623-670-3155  
6330 W Thunderbird Rd  
Peoria, AZ 85306

**WORK TO BE PERFORMED AT:**

SunriseMtnHS/AdjacentWays/5  
.4.2020  
21170 North 83rd Avenue  
Peoria, AZ 85382

**SUBMITTED BY:**

Eric Albright  
Account Executive

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3030 South 7th St  
Phoenix, AZ 85040



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**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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### CURB BLASTING: ADJACENT WAYS

#### Adjacent Ways - Curb Paint Removal

- Media Blast / removal of all red curb approx. 1050 LF.

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### HEAVY MAINTENANCE: ADJACENT WAYS AREA

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:

Move-Ins (1): Demo/Grade/Pave (1)

Dust Permit

Barricades

Saw Cut Asphalt

Demolish 3" Thick Existing Asphalt (35,695 Square Feet)

Haul Off Demolished Material as Necessary

Fine Grade and Compact Existing Base Material (35,695 Square Feet)

Pave 3" Thick, 1/2" Asphalt (35,695 Square Feet)

Raise and Install Concrete Collar on Water Valves (1 Each)

#### EXCLUSIONS, EXCEPT AS NOTED ABOVE:



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Bonds, Testing, Permits, Project Engineering, Survey and Layout Staking, Repair of Irrigation, Landscaping, Private Locators, Gate Loops, Weekend Work, Concrete Work, Offsite Work, Offsite Traffic Control, Speed Bumps, Striping, Material Tax.

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.

If additional man holes, water valves and/or survey Monuments are found in addition to the quantities listed above , 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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## **STRIPE: ADJACENT WAYS**

### **Adjacent Ways - Stripe Details**

- Mobilization
- Double Yellow Lines (600 LF.) / Dashes (120 LF.)
- Re-Paint Curb (Approx. 1,461 LF.)
- Arrows (15)

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## **PAYMENT & PERFORMANCE BOND**



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**HEAVY MAINTENANCE: STANDARD FUNDING AREA**

Move-Ins (1): Demo/Grade/Pave (1)

Dust Permit

Barricades

Saw Cut Asphalt

Demolish 3" Thick Existing Asphalt (18,697 Square Feet)

Haul Off Demolished Material as Necessary

Fine Grade and Compact Existing Base Material (18,697 Square Feet)

Pave 3" Thick, ½" Asphalt (18,697 Square Feet)

Remove and Re-Pin Wheel Stops (8 Each)

**Note:** All exclusions and conditions from Adjacent Ways phases apply to the Standard Funding phases.

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**STRIPE: STANDARD FUNDING**

**Standard Funding - Stripe Details**

- Mobilization

- Reset / Repin (8) wheel stops

**Note:** If any existing wheel stops break a charge of \$50.26 would be charged to replace and install.

- Stall Lines (1,170 LF)

- Hash (185 LF)

- Handicap Stencils (4)

- 12" Stencils "###" - 58 Stalls = 174 numbers



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**PAYMENT & PERFORMANCE BOND**

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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

Curb Blasting: Adjacent Ways	\$2,940.00
Heavy Maintenance: Adjacent Ways Area	\$82,336.53
Stripe: Adjacent Ways	\$1,749.78
Payment & Performance Bond	\$1,131.34
Heavy Maintenance: Standard Funding Area	\$41,969.45
Stripe: Standard Funding	\$1,158.62
Payment & Performance Bond	\$560.66
<b>SUBTOTAL</b>	<b>\$131,846.38</b>
Estimated Tax	\$6,940.39
<b>PROPOSAL TOTAL</b>	<b>\$138,786.77</b>

### 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.



### Contractor's Licenses:

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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

**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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