

**602.560.3535**5009 EAST WASHINGTON STREET SUITE 200
PHOENIX, ARIZONA 85034

WEEMSASPHALT AZ ROC #324338 | AZ ROC #324339

WE DRIVE ON
OUR REPUTATION.

WEEMSASPHALT.COM

To:	Mesa Public Schools	Contact:	Dustin Martin
Address:	63 East Main Street Mesa, AZ 85201	Phone:	480-472-0200
CO Name:	Soil Stabilization	Fax:	
Project Location:	2325 E Adobe St., Mesa, AZ	CO ID:	Change Order 1
		CO Date:	9/30/2025

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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Soil Stabilization - Adjacent Ways Fund 620:

- Stabilize Approximately 2,037 SY Of Existing Base Using 4% Cement To A Depth Of 12 Inches.
- Grade Treated Subgrade And Compact In Preparation For Paving.

Bid Price Subtotal: \$35,944.00**City Of Mesa 5.3950%: \$1,939.18****Total Bid Price: \$37,883.18****Notes:**

- Due to the current volatility of petroleum based products (liquid asphalt binder) and other materials required to perform our work, this proposal is valid for 30 days from the proposal date.**
- EXCLUSIONS (Unless Otherwise Stated):**
Liquidated Damages, Permits, Bonds, Sales Tax, Retention of Monies, Fees, Plans, Engineering, Survey, Testing, Staking, Irrigation Repairs, Landscaping, Notifications, As-builts, Utility Adjustments, Compaction Testing, Weed Abatement, Any Pre-Existing ADA Compliance Issues, Hard Dig (Caliche), Traffic Control, Prime Coat, Davis Bacon & Prevailing Wages, Track-out rock and devices, SWPPP, Plant Opening Fees, Loop Detectors, Removal of Petro-Mat, Owner Controlled Insurance Program (OCIP), Contractor Controlled Insurance Program (CCIP), Damage to utilities buried less than 18 inches below subgrade.
- General Conditions:**
 - To ensure the best quality and efficiency for your project, vehicles and trailers shall be coordinated and relocated by Owner prior to starting our work. If vehicles/trailers are in our work area on the scheduled date(s) work is performed, Owner will be charged \$75.00 per each vehicle/trailer relocated.
 - Work area shall be free from standing water before starting work and remain free of water until the completion of the work. This includes automatic sprinklers or any other water source on or around the property.
 - To ensure a safe project for all, the designated work area shall remain closed to vehicular traffic until contractor approves opening area to traffic.
 - Owner shall provide reasonable access to water source.
 - Additional charges may be applied resulting from circumstances beyond the control of Weems Asphalt which prohibit work from being completed as scheduled. Including, but not limited to other Contractors performing unrelated work, vehicles in work area, water from sprinklers or other fixtures, etc.
 - This proposal is based on performing the work during normal business hours.
 - Customer/Owner is solely responsible for maintaining subject property in full compliance regarding Americans With Disabilities Act (ADA) Federal and State Laws. Customer/Owner agrees to indemnify and hold Weems Asphalt harmless from and against any and all liability, claims, expenses or damages, including attorneys' fees, relating in any way to ADA requirements or issues.

• **Terms & Conditions:**

1. Proposal Valid for 30 Days. Weems Asphalt's proposal is valid for a period of 30 days from issuance. Should Customer award a contract after that period, Weems Asphalt may reasonably adjust its proposed work, time and price for Customer's acceptance.
 2. Commercially Reasonable Contract Form. Weems Asphalt conditions its proposal on the Customer's agreement to a mutually acceptable and commercially reasonable contract form incorporating the terms set forth herein. Commercially reasonable contract forms include those published by ConsensusDocs, see www.consensusdocs.org.
 3. Prompt Payment and Lien Waivers. Customer shall make prompt payment of the contract price to Weems Asphalt in accordance with the requirements of ARS 32-1129.01. Customer shall furnish lien waivers with its applications for payment in accordance with ARS 33-1008(D).
 4. Relief for Excusable and Compensable Delays and Impacts and Unforeseen Conditions. Weems Asphalt shall not be responsible for damages to Customer and Weems Asphalt shall be entitled to an equitable adjustment of the contract time resulting from delays and impacts not within the reasonable control of Weems Asphalt. Weems Asphalt shall be entitled to equitable adjustments in the contract time and the contract price resulting from delays and impacts caused by Customer or its agents and for unforeseen conditions.
 5. Warranty. Weems Asphalt shall warranty its materials and workmanship for a period of one (1) year from the date of substantial completion of Weems Asphalt's work. Weems Asphalt shall not be responsible for damage or defects in its completed work caused by Customer or others.
 6. Indemnity and Insurance. Weems Asphalt shall indemnify Customer for any third-party claims, damages or expenses to the extent caused by the negligent performance of Weems Asphalt's work by Weems Asphalt. Weems Asphalt shall have no obligation to indemnify Customer to the extent such claims, damages or expenses are caused by Customer or anyone other than Weems Asphalt. Weems Asphalt shall furnish Customer with its Certificate of Insurance current as of the time of contract and shall, if requested by Customer, name Customer as an additional insured of its policy of commercial general liability insurance by endorsement reasonable acceptable to Weems Asphalt and its insurer.
 7. Mutual Waiver of Consequential Damages and Limitation of Liability. Neither Weems Asphalt nor Customer shall be liable to the other for any consequential damages. Except for damages covered by Weems Asphalt's insurance or within the scope of Weems Asphalt's obligations of indemnity for third-party claims, Weems Asphalt shall not be liable to Customer for damages, expenses or fees in excess of the contract price actually paid by Customer.
 8. Dispute Resolution. Weems Asphalt and Customer shall endeavor to resolve any claims and disputes between them through negotiation or privately administered mediation. Any actions brought to enforce the contract and/or claims arising from the contract or the work of Customer's Project shall be brought in Maricopa County Superior Court.
- **Paving On Others Grade Terms:** Grade to be performed by others. Prior to the Paving work, Parties shall stringline the grade to ensure it has been finished per the Plans and Specifications. Client shall be responsible for ensuring finished grade has passed all specified project requirements prior to beginning paving operations.

Payment Terms:

NET 15 DAYS

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Weems Asphalt

Authorized Signature:

Estimator: Trevor Gould
602-558-0187 tgould@weemasphalt.com