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# PROPOSAL

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[www.aciindiana.com](http://www.aciindiana.com)

## ACI Asphalt & Concrete

5108 Topp Drive, Indianapolis IN 46218  
317-549-1833 Office

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### Proposal Submitted to:

Town of McCordsville  
6280 W 800 N  
McCordsville IN 46055

### Work to be Performed at:

multiple sites  
6280 W 800 N  
McCordsville IN 46055

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# PROPOSAL

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## SCOPE OF WORK

Dear Nick Brown,

Thank you for the opportunity to provide you with a Concrete Curb & Gutter Drain Repair/Replace / Concrete Curb & Gutter Replacement / Concrete Sidewalk Replacement / Concrete Curb & Gutter Drain Repair/Replacement / Concrete Curb & Gutter Drain Repair/Replacement / Mill & Patch / Concrete Sidewalk Replacement / Concrete Sidewalk Replacement / Concrete Sidewalk Replacement proposal at multiple sites. Our company has been providing quality work to your area for the past 45 years.

**Per your request, we propose to supply the following to complete the indicated job:** Labor, Materials, Equipment

**Exclusions:** Testing, Towing, Permits, 3rd Party Inspections, Stake-Out, Removal Or Relocation Of Utilities, Any Other Items As Listed On The Terms And Conditions Page.

Please review the proposal and feel free to call with any questions.

Thank you,

Dave Stanley

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# PROPOSAL

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## **Concrete Curb & Gutter Drain Repair/Replace**

*Remove, rebuild as necessary and pour a new roll curb drain approx. 6 linear feet area SE corner of 600 W and Emerald Blvd.*

*Estimate is based on approval of all work together.*

- *Removal and replacement work consists of removal, hauling, disposal of debris and barricading the area(s) for safety.*
- *We will install necessary forms and expansion material before pouring air entrained concrete mix on existing sub-grade.*
- *The new concrete will be floated, troweled, control-joint scored, broom finished and expansion joints will be installed as required by Contractor.*
- *After the concrete has set, forms will be removed and new curb will be backfilled with onsite soils, and/or compost mixture and seeded.*
- *We are not responsible graffiti, tire tracks, animal or human footprints, etc., on finished concrete.*
- *The color of the new concrete will not match the existing or surrounding concrete.*
- *Purchaser is responsible to insure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.*
- *If actual depth of gutter pan is greater than 7 inches, price will be increased at a unit price of \$400.00 per additional cubic yard of concrete.*

**Price: \$750.00**

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## **Concrete Curb & Gutter Replacement**

*Remove and replace **1 area approx. 12** linear feet on W Brookside Pkwy just west of 600 W.*

*Estimate is based on approval of all work together.*

- *Removal and replacement work consists of removal, hauling, disposal of debris and barricading the area(s) for safety.*
- *We will install necessary forms and expansion material before pouring air entrained concrete mix on existing sub-grade.*
- *The new concrete will be floated, troweled, control-joint scored, broom finished and expansion joints will be installed as required by Contractor.*
- *After the concrete has set, forms will be removed and new curb will be backfilled with onsite soils, and/or compost mixture and seeded.*
- *We are not responsible graffiti, tire tracks, animal or human footprints, etc., on finished concrete.*
- *The color of the new concrete will not match the existing or surrounding concrete.*
- *Purchaser is responsible to insure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.*
- *If actual depth of gutter pan is greater than 7 inches, price will be increased at a unit price of \$400.00 per additional cubic yard of concrete.*

**Price: \$1,000.00**

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# PROPOSAL

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## **Concrete Sidewalk Replacement**

**Remove and Replace 2 areas totaling approx. 208 square feet up to 4 inch depth at 6759 W Winding Bend.**

*Estimate is based on approval of all work together.*

- We will saw cut existing concrete if required and pour to existing elevations.
- We will furnish and install new concrete material on grade using an air entrained approved concrete mix.
- The concrete will be floated, troweled, control joints scored, broom-finished and expansion joints will be installed as required.
- We are not responsible for cracks, graffiti, tire tracks, animal or human footprints, etc., on finished concrete.
- The color of the new concrete will not match the existing or surrounding concrete.
- Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.
- In the event actual area is greater than specified and/or depth of existing concrete is greater than above depth inches, the price will be increased at a unit price of \$400.00 per additional cubic yard of concrete for additional material.
- **To Protect Your Concrete Surfaces:** Do not use deicers during the 1st year. Never use deicers containing sodium, calcium, ammonium nitrate or ammonium sulfate, use plain sand. Apply a concrete sealer for protection periodically.

**Price: \$1,603.00**

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## **Concrete Curb & Gutter Drain Repair/Replacement**

**Remove, rebuild as necessary, install new drain flange keeping existing grate and pour new curb drain approx. 9 linear feet at 6163 W Nautica Blvd.**

*Estimate is based on approval of all work together.*

- Removal and replacement work consists of removal, hauling, disposal of debris and barricading the area(s) for safety.
- We will install necessary forms and expansion material before pouring air entrained concrete mix on existing sub-grade.
- The new concrete will be floated, troweled, control-joint scored, broom finished and expansion joints will be installed as required by Contractor.
- After the concrete has set, forms will be removed and new curb will be backfilled with onsite soils, and/or compost mixture and seeded.
- We are not responsible graffiti, tire tracks, animal or human footprints, etc., on finished concrete.
- The color of the new concrete will not match the existing or surrounding concrete.
- Purchaser is responsible to insure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.
- If actual depth of gutter pan is greater than 7 inches, price will be increased at a unit price of \$400.00 per additional cubic yard of concrete.

**Price: \$1,500.00**

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# PROPOSAL

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## **Concrete Curb & Gutter Drain Repair/Replacement**

*Remove, rebuild as necessary and pour new curb drain approx. 9 linear feet at 9361 N Coral Reef Rd.*

*Estimate is based on approval of all work together.*

- *Removal and replacement work consists of removal, hauling, disposal of debris and barricading the area(s) for safety.*
- *We will install necessary forms and expansion material before pouring air entrained concrete mix on existing sub-grade.*
- *The new concrete will be floated, troweled, control-joint scored, broom finished and expansion joints will be installed as required by Contractor.*
- *After the concrete has set, forms will be removed and new curb will be backfilled with onsite soils, and/or compost mixture and seeded.*
- *We are not responsible graffiti, tire tracks, animal or human footprints, etc., on finished concrete.*
- *The color of the new concrete will not match the existing or surrounding concrete.*
- *Purchaser is responsible to insure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.*
- *If actual depth of gutter pan is greater than 7 inches, price will be increased at a unit price of \$400.00 per additional cubic yard of concrete.*

**Price: \$1,250.00**

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## **Mill & Patch**

*Mill and Patch 1 area approx. 7'x17' , to a depth of 2 inches at 9862 Ridgeway Court.*

- *This work is performed by milling proposed area and removing asphalt from the site.*
- *The vertical edges of the open patch will be tack coated using CRS2 emulsion.*
- *New asphalt will then be placed by a self-propelled paving machine at the above depth and rolled and compacted to a uniform consistency (multiple lifts may be required). The finished elevation of the new asphalt will match the adjacent pavement surface.*
- *All new asphalt material will be Department of Transportation approved. In the initial excavation,*
- *If unsuitable materials are encountered (paving fabric, contaminated material, etc) and deemed by Contractor or Supplier unacceptable to be delivered to the original desired location, the material will be taken to a dump site at an additional charge of \$350/per truckload plus dump fees.*
- *Purchaser agrees to pay all cost associated with asphalt milling disposal.*
- *We will not be responsible for ponding water or poor drainage in areas where the grade is less than 2%.*
- *Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.*

**Price: \$1,422.00**

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# PROPOSAL

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## **Concrete Sidewalk Replacement**

**Remove and Replace 1 area totaling approx. 200** square feet up to **4** inch depth at 7033 N Lyndhurst Crossing.

*Estimate is based on approval of all work together.*

- *We will saw cut existing concrete if required and pour to existing elevations.*
- *We will furnish and install new concrete material on grade using an air entrained approved concrete mix.*
- *The concrete will be floated, troweled, control joints scored, broom-finished and expansion joints will be installed as required.*
- *We are not responsible for cracks, graffiti, tire tracks, animal or human footprints, etc., on finished concrete.*
- *The color of the new concrete will not match the existing or surrounding concrete.*
- *Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.*
- *In the event actual area is greater than specified and/or depth of existing concrete is greater than above depth inches, the price will be increased at a unit price of \$400.00 per additional cubic yard of concrete for additional material.*
- **To Protect Your Concrete Surfaces:** *Do not use deicers during the 1st year. Never use deicers containing sodium, calcium, ammonium nitrate or ammonium sulfate, use plain sand. Apply a concrete sealer for protection periodically.*

**Price: \$1,540.00**

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## **Concrete Sidewalk Replacement**

**Remove and Replace 2 areas totaling approx. 150** square feet up to **4** inch depth at 7092 N Stubington Ln.

*Estimate is based on approval of all work together.*

- *We will saw cut existing concrete if required and pour to existing elevations.*
- *We will furnish and install new concrete material on grade using an air entrained approved concrete mix.*
- *The concrete will be floated, troweled, control joints scored, broom-finished and expansion joints will be installed as required.*
- *We are not responsible for cracks, graffiti, tire tracks, animal or human footprints, etc., on finished concrete.*
- *The color of the new concrete will not match the existing or surrounding concrete.*
- *Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.*
- *In the event actual area is greater than specified and/or depth of existing concrete is greater than above depth inches, the price will be increased at a unit price of \$400.00 per additional cubic yard of concrete for additional material.*
- **To Protect Your Concrete Surfaces:** *Do not use deicers during the 1st year. Never use deicers containing sodium, calcium, ammonium nitrate or ammonium sulfate, use plain sand. Apply a concrete sealer for protection periodically.*

**Price: \$1,155.00**

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# PROPOSAL

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## **Concrete Sidewalk Replacement**

**Remove and Replace 1 area totaling approx. 100 square feet up to 4 inch depth at 6290 W Windsor Dr.**

*Estimate is based on approval of all work together.*

- *We will saw cut existing concrete if required and pour to existing elevations.*
- *We will furnish and install new concrete material on grade using an air entrained approved concrete mix.*
- *The concrete will be floated, troweled, control joints scored, broom-finished and expansion joints will be installed as required.*
- *We are not responsible for cracks, graffiti, tire tracks, animal or human footprints, etc., on finished concrete.*
- *The color of the new concrete will not match the existing or surrounding concrete.*
- *Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.*
- *In the event actual area is greater than specified and/or depth of existing concrete is greater than above depth inches, the price will be increased at a unit price of \$400.00 per additional cubic yard of concrete for additional material.*
- **To Protect Your Concrete Surfaces:** *Do not use deicers during the 1st year. Never use deicers containing sodium, calcium, ammonium nitrate or ammonium sulfate, use plain sand. Apply a concrete sealer for protection periodically.*

**Price: \$774.00**

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# PROPOSAL

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The Unit Rates applicable to the categories of work to be performed pursuant to this Agreement are based on the material costs and published indexes as of the date of this Proposal. Purchaser acknowledges that if the above-listed items increase by the date all work under the contract is completed, the Unit Rates applicable to the categories of work to be performed under the Proposal shall be adjusted. The adjusted Unit Rates shall be committed and paid by the purchaser as though a written change order were approved and signed by both parties.

ACI Asphalt & Concrete proposes to furnish material and labor to perform Concrete Curb & Gutter Drain Repair/Replace / Concrete Curb & Gutter Replacement / Concrete Sidewalk Replacement / Concrete Curb & Gutter Drain Repair/Replacement / Concrete Curb & Gutter Drain Repair/Replacement / Mill & Patch / Concrete Sidewalk Replacement / Concrete Sidewalk Replacement / Concrete Sidewalk Replacement outlined

Payment is to be made as follows: • 50% upon acceptance •50% upon completion

**This proposal is valid for thirty (30) days from the date written above. The proposal is subject to the terms and conditions enclosed, attached, and/or on the backside of the proposal.**

This proposal contains confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this proposal is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone to arrange for the return of the original documents to us.

Sincerely,

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Dave Stanley, Sales  
dave@aciasphaltconcrete.com  
Cell: 3176194244

**Accepted:** The above-proposed terms and conditions, including price and payment terms, are satisfactory and hereby accepted. **ACI Asphalt & Concrete** is hereby authorized to proceed with the work specified.

Purchaser: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Client: Town of McCordsville**  
**Job#:**



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# PROPOSAL

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## PAYMENT TERMS AND CONDITIONS

- These Terms and Conditions are by and between ACI Asphalt & Concrete (hereinafter the "Contractor"), and the front-side "Purchaser", (hereinafter the "Purchaser").
- All stone, asphalt, and concrete depths indicated are to be interpreted as average depths prior to compaction. Actual Asphalt Repair depth regardless of depth specified on the front will only go to the stone base or specified depth whichever is less.
- Drainage is not guaranteed on areas having less than 2% grade.
- If the contract is canceled by Purchaser prior to commencement of work, Purchaser will pay Contractor twenty percent (20%) of the total contract price.
- Unit prices, if specified, shall apply to all extra work performed beyond the original scope, if such work can be performed at the same time Contractor is working at the site on original items of work. The contractor reserves the right to renegotiate the terms and conditions, including price if it must move any equipment back to the site to perform additional work. The contractor will be under no obligation to perform any extra work.
- All proposals are based on the existence of a workable sub-base layer of at least four (4) inches. It shall not be the Contractors responsibility to check the sub-base unless it is specified and paid for in the contract. The contractor shall not be responsible for consequences of sub-base deficiency or failures, including but not limited to damages or inability to perform work due to poor compaction, underground springs, buried materials, grade failures, etc.
- Each phase of work will be billed upon completion of that phase. Purchaser agrees to pay all invoices within 15 days of the invoice date. All amounts unpaid by the due date shall bear interest at the rate of 1.5% per month until paid. If full payment (including aforementioned late charges) has not been received by Contractor within 45 days of substantial completion, all of Purchaser's warranty rights hereunder will be forfeited and automatically become void and Contractor shall be excused from further performance of work under this proposal, or any other contract with Purchaser and all amounts then due and owing, including retainage, shall become immediately payable.
- The pricing contained herein is based on all work being completed within 30 days of the date of this proposal unless otherwise agreed in writing. The terms for doing any work after this date may, at Contractor's option, be renegotiated between Contractor and Purchaser. To the extent Contractor has performed any work within 30 days of the date of this proposal, Contractor shall be compensated for all such work under the terms and conditions and including price as set forth in this proposal, including retainage, together with any costs incurred as a result of Purchaser's delay in completion of the work. Purchaser agrees to compensate Contractor for ALL reasonable costs (and associated overhead and profit) for delays incurred completing the work.
- Purchaser shall not prematurely subject the work to any type of traffic; loads in excess of the design capacity before proper cure, or in a manner which may damage the work. The contractor is not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete/asphalt.
- Although the contractor will endeavor to cooperate fully with the progress of the work, it reserves the right to delay the start of work until the entire area of the job is ready to be poured, paved, or sealed. Unless otherwise noted, the total price is based on one move-in and complete access to work areas at the time of move-in. Purchaser agrees to pay Contractor \$2,500.00 for each additional move-in. The removal of vehicles from the work site is the sole responsibility of the Purchaser. Damage to vehicles left on the worksite is the responsibility of the Purchaser. The contractor is not responsible for crackfill that adheres to tires. The contractor is not responsible for overspray on vehicles, curb and gutter, and all structures within 50 feet of the edge of the parking lot and or area being sealed or treated.
- Contractor shall not be bound to any construction schedules unless agreed to in writing by Contractor. If no schedule is established, the Contractor will undertake the work in the course of its normal operating schedule.
- Purchaser to ensure all existing surfaces shall be in a condition suitable to receive any work to be performed by Contractor. Purchaser shall provide potable water and electrical source at no expense to Contractor. The contractor is not responsible for tire marks on asphalt and or concrete. The contractor is not responsible for damage to landscaping and sidewalks due to required access by trucks and or equipment. The contractor is not responsible for damage to existing asphalt pavement due to weak, unstable, non-compacted, or wet sub-base materials. The contractor is not responsible for damage to surrounding concrete due to the vibration of jackhammers and equipment.
- To the extent that the work is dependent upon the work of other contractors or subcontractors, the Contractor shall not assume responsibility for any defect, deficiency, or non-compliance in such other work.
- Purchaser is responsible for getting all "private" (non-public) utilities, including wells and septic system elements, underground sprinklers systems, electrical wiring, etc marked by an independent utility locator prior to the commencement of work. All specifications and the work estimate are conditioned on all private utilities not being disturbed or changed by modifications needed to accommodate private utilities not disclosed to the Contractor previously. Any damage caused to private lines during construction is the sole responsibility of the Purchaser unless previously marked by an independent utility locator. Purchaser is responsible for all damage to existing structures and facilities, including underground facilities, caused by equipment necessary to carry out the work.
- Contractor will not be responsible for the construction or material failures or delays in construction caused by any factor beyond its control, including, but not limited to, delays or failures caused by weather, acts of God, delays in transportation, acts of suppliers, and subcontractors, acts of the Purchaser, Owner or its separate contractors, fuel or raw material shortages, plant failures, or any other cause beyond its control.

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# PROPOSAL

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- Unless stated in writing on this proposal, all engineering and testing, subgrade stabilization (undercut), excavation, utilities, adjustment of underground facilities, manholes, water valves, or underground structures, striping, landscaping, permits, bonds, government approvals, damage to existing asphalt and concrete and landscaping shall be Purchaser's sole responsibility. Purchaser agrees to indemnify, protect, and hold Contractor harmless from any and all damages, expenses, and attorneys fees suffered or incurred on account of Purchaser's breach of any obligation or covenant of this proposal.
- Unless stated in writing on this proposal, there shall be no warranties, express or implied, in connection with any material or service furnished under this proposal. All consequential damages are excluded.
- In the event that Contractor retains an attorney to recover any amount due under this agreement, the Purchaser agrees to pay all attorney fees, court costs, and costs of collection incurred by Contractor.
- Purchaser will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of the Purchaser to inspect completed Contractor work in the company of a Contractor representative. Purchasers' failure to inspect the job site as above will signify acceptance of work performed by Contractor and agreement to pay the bill in full within fifteen (15) days.

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# PROPOSAL

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**Curb drain rebuild**



**12 LF curb**

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# PROPOSAL

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**9 sidewalk panels**



**4 sidewalk panels**



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# PROPOSAL

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**curb drain rebuild**



**7x17 asphalt area**

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# PROPOSAL

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**9 sidewalk panels**



**3 sidewalk panels**

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# PROPOSAL

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**3 sidewalk panels**



# Town of McCordsville

Legend

