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**August 21, 2019**

**SUBMITTED TO:**  
Tucson Unified School District  
Damon Ballesteros

520-225-4985  
2025 E Winsett  
Tucson, AZ 85719

**WORK TO BE PERFORMED AT:**  
Pueblo High School  
3500 South 12th Avenue  
Tucson, AZ 85713

**SUBMITTED BY:**  
Tom Franks  
Sales Manager

P: 520-207-4314  
F: 520-207-4314  
E: frankst@aceasphalt.com

4030 East Michigan  
Tucson, AZ 85714



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## SCOPE OF WORK

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### SITE GRADING AND PREP

- **SITE GRADE:** Remove tree and grass in retention area. Excavate approximately 2,000 CY to bring site to proposed subgrade elevations and relocate to onsite area. Include grade for pavement subgrade and landscape areas (+/- .10').

Price includes: Survey and rip-rap.

Exclusions: Bonds, permits, testing, taxes, SWPPP, all utility work or adjustments, utility trench patching, landscaping or salvage, ABC under concrete, bollards, fence removal or installation, weed killer, prime coat, or seal coat.

**1 MOVE-IN FOR EARTHWORK**    ADDITIONAL MOVE-INS \$2,500 PER CREW

\*\*\*DUE TO THE VOLATILITY OF OIL MARKET, PRICING IS GOOD THROUGH SEPTEMBER 2019, PROVIDED THAT ASPHALT WORK IS COMPLETED BY THAT TIME. PRICE ESCALATION FOR PAVING WORK EXTENDING BEYOND SEPTEMBER 2019 MAY BE NECESSARY\*\*\*

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**At Ace Asphalt, we don't just build surfaces. We build trust. And we look forward to building yours.**



# PRICING

## PHASES

|                       |                    |
|-----------------------|--------------------|
| Site Grading and Prep | \$40,955.00        |
| <b>SUBTOTAL</b>       | <b>\$40,955.00</b> |
| Estimated Tax         | \$0.00             |
| <b>PROPOSAL TOTAL</b> | <b>\$40,955.00</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 10 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 10 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.

**EXPIRY STATEMENT:** This proposal is valid for 30 days from the date noted on the proposal

Based on Arizona tax law changes effective Jan 1st, 2015, AZ Prime Contracting TPT tax (ie. Sales Tax) does not apply to this project.

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

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

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

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

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



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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 other 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.



Contractor's Licenses:

AZ ROC 090990-A; ROC 166912-C-13; CA 725402; NV 0076024; NM 366859

PG 4 OF 5

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## NEXT STEPS



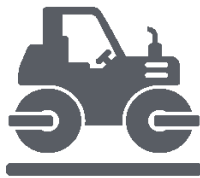
### WE EARN YOUR BUSINESS.

When you're comfortable with our proposal and are ready to move forward, just sign and return it. Now your hard work is over...and ours is just beginning.



### WE SCHEDULE WORK - AND FOLLOW THROUGH.

The time your parking lot or other facility is down is an inconvenience and costs you or your customers money. Our scheduling department is the best in the business at meeting seemingly impossible requests, or finding mutually agreeable solutions to difficult scheduling situations. Once we agree on the schedule, we lock it in.



### WE START WORK.

We will be at your site on time and ready to work. If you join us for the day, you'll find our crews, supervisors, and superintendents helpful and professional. You'll likely also run into someone from your account team checking on progress throughout the day to ensure your agreed-upon expectations are reflected properly in the work being performed.



### YOU PROVIDE FEEDBACK.

Our work isn't done until you're satisfied. If any element doesn't meet your agreed-upon expectations, we'll schedule touch-ups right away. Our customer service staff will also be in touch about a month after your project is complete to get your honest feedback on our work - and to make sure you don't have any loose ends to tie up.

