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April 28, 2020

SUBMITTED TO:

Tanque Verde Unified District
Nicolas Barrios

520-749-5751
11150 E Tanque Verde Rd
Tucson, AZ 85749

WORK TO BE PERFORMED AT:

Tanque Verde Elementary
School
2600 North Fennimore Avenue
Tucson, AZ 85749

SUBMITTED BY:

Gene Doughty
Account Executive

P: 520-207-4305
F: 520-207-4305
E: doughtyg@AceAsphalt.com

4030 East Michigan
Tucson, AZ 85714



Contractor's Licenses:

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

MOHAVE EDUCATIONAL SERVICE CO-OP BID

CONTRACT NUMBER: 19P-ACE-0318

SPECIAL NOTE:

The terms and conditions of Mohave Educational Services Co-Op Bid, Contract Number 14Y-ACE-0317 will prevail over any and all terms and conditions stated in the proposal.

Prices are valid until June 30th, 2020.

SCOPE OF WORK

ASPHALT REPAIR

SKIN PATCH AREAS: Thoroughly clean and apply a tac coat to 22 areas totaling 5920 square feet. Patch with hot asphalt and compact with roller.

This work will be done in 1 mobilization . Work performed on weekends may incur additional charges.

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.

Ace uses pulverized asphalt as a recycled base material for new surfaces when available and applicable to the project. Pulverizing is an environmentally sound method for the removal and replacement of deteriorated asphalt for future construction.

MICRO SURFACE (TYPE II)

Thoroughly clean approximately 11093 square yards of existing pavement surface.

Apply a PAG type II CATIONIC Micro Surface w/ 2.5% Polymer and 1% Cement at the rate of 22-24 pounds per square yard.

This operation will be done in 3 mobilizations. Additional trips, if requested, are billable at the rate of \$1200 each.

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.

Micro Surface does not compare cosmetically to an overlay. It does not favorably alter any existing poor drainage and will not adhere to oil spillage areas that have saturated the pavement surface unless prior repairs are made. Scuffing, raveling, inconsistency in appearance, and visible seams on the new surface are normal and to be expected with the best application methods and materials for this service. Power steering marks are unavoidable and should not cause undue concern. Reflective cracking will occur as movements of the underlying asphalt occur and break through to the surface.

STRIPING

Restripe all pavement markings to match existing layout including:



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- 32 arrows

NOTE:

This estimate is based on 3 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.

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

Asphalt Repair	\$8,701.98
Micro Surface (Type II)	\$34,372.76
Striping	\$1,057.91
SUBTOTAL	\$44,132.65
Estimated Tax	\$1,749.42
PROPOSAL TOTAL	\$45,882.07

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.

NOTE: According to Arizona Law, any purchase order issued with an aggregate total over \$100,000.00 will need to have a payment and performance bond issued for 100% of the work performed. For additional information, please contact Mike Jensen at 602-304-4023.

NOTE: When you decide to accept this proposal, please make your PO out directly to Ace Asphalt of Arizona, Inc., then fax your PO to Mohave Educational Services, Inc. at 928-718-3232 for verification of pricing and to Ace Asphalt at 602-304-2725. The Mohave contract number: 19P-ACE-0318, must appear on your PO. Once Mohave approves the PO for compliance, they will notify Ace Asphalt to proceed with the Work.

Sales Tax may vary based upon completion time of the project and any tax rate changes made by the state, city or county regulations.

TERMS: NET 30 DAYS AFTER COMPLETION OF WORK.

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.

Authorized Signature

Title

Print Name

Date

Legal Property Owner Name

Invoice Addressee

Scheduling Contact

Invoice Mailing Address

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TERMS AND CONDITIONS

General Conditions

All surfaces to which material is to be applied shall be in a condition that is similar to the time at which the project was bid. Customer shall notify Ace in advance when the site will be ready for the work to be performed, and shall give free and unobstructed access so that the work to be performed hereunder can be commenced promptly, and that once begun, may be completed without delay. Customer agrees to pay Ace its reasonable charges for delays caused by Customer. Towing of vehicles, if necessary, shall be the responsibility of Customer.

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 Federal and State laws.

Customer is solely responsible for maintaining its properties in full compliance with the ADA and agrees to indemnify and hold Ace Asphalt harmless from and against any and all liability, claims, damages or expense, including attorneys fees, relating in any way to ADA requirements or issues.

Traffic control will be provided by Ace unless otherwise specified. It shall become the responsibility of Customer to maintain barricades and/or closures if required after Ace's personnel leave the site.

A water supply source shall be furnished by Customer for Ace's use on this project.

Ace does not assume responsibility for any utility lines such as water, electric, sprinkler, etc., which may lie within eighteen inches (18") of the surface. Layouts of locations must be furnished to Ace if such lines are known to exist. Failure to furnish information in this regard will cause Customer to carry responsibility in case of any damage and repairs to such lines.

Customer shall be represented by one spokesperson, who shall have the authority to accept work performed, authorize and sign for any additions or changes desired, and will be available for consultation with Ace's representative.

Customer grants permission to Ace to create photos or videos of the site for use in promotion of its business services.

Taxes are computed for the locality in which the work is performed at the time the project is invoiced. Taxes can be waived, by law, only upon receipt of an exemption certificate that has been properly executed by responsible party to this contract.

Ace reserves the right to submit progress billings to Customer on a weekly, bi-weekly, or monthly basis. Customer agrees to pay progress billings in accordance to our terms and conditions.

Indemnification

Ace maintains adequate insurances and shall indemnify and hold harmless Customer, Owner, and agents and employees of any of them from any claims, damages, losses and expenses arising out of or resulting from performance of the Work to the extent caused by the negligent acts or omissions of Ace or anyone for whose acts Ace may be liable.

Warranty

The work proposed herein is covered by a 30 month warranty on workmanship. Normal wear and tear, abuse, accidental damage, and acts of God are excluded.

Disputes

If Customer objects to any portion of the work, Customer will so notify Ace within seven (7) calendar days, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice.

The parties hereby agree that, in any legal action arising from this Agreement, venue for the action may properly be placed in the county of the Ace office that issued this contract. The parties acknowledge that they are hereby voluntarily and knowingly relinquishing and waiving any rights they may have to establishing venue in any other county. This Agreement shall be in accordance with and governed by the laws of the state of Arizona. If



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a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

Our Commitment to the Environment

Ace believes in employing sustainable practices that are both socially responsible and commercially sound. From material recycling strategies to pollution prevention initiatives, we are committed to minimizing our environmental impact while improving the well being of the communities we serve.

Confidentiality

The information in this document is privileged and confidential. No part of this document may be reproduced and/or distributed to anyone other than the recipient listed on this document without written permission from Ace.



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