



We're on it.

Proposal

Tucson Branch
4030 E. Michigan
Tucson, AZ 85714-2147
Phone: (520) 747-7700

Paving • Concrete • Earthwork
Arizona California Nevada New Mexico Texas

www.aceasphalt.com

Submitted To:

Mammoth - San Manuel Unified District
David Hogan - (520) 385-2339
711 McNab Pkwy
PO Box 406
San Manuel, AZ 85631

Work To Be Performed At:

San Manuel High School
School Bus Shop
San Manuel, AZ 85631

Proposal # Mam23-382

August 08, 2013

**MOHAVE EDUCATIONAL SERVICE CO-OP BID:
CONTRACT NUMBER: 10A-ACE-0316**

SPECIAL NOTE:

The terms and conditions of Mohave Educational Services Co-Op Bid, Contract Number 10A-ACE-0316 will prevail over any and all terms and conditions stated in the proposal.

Prices are valid until ~~SEP 30 2012~~

Heavy Grade Slurry Seal (Type II)

\$20,923.20

Thoroughly clean approximately 6900 square yards of existing pavement surface.

Apply a MAG type II CATIONIC slurry seal at the rate of 15-18 pounds per square yard.

This operation will be done in 1 mobilization.

Please Note: Slurry seal does not compare cosmetically to a fabric 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 slurry 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. Over time, reflective cracking will occur as movements of the underlying asphalt occur and break through to the surface.



Respectfully Submitted,

Tom Reeves
Account Executive
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Tyler at Aceasphalt.com

Subtotal:	\$20,923.20
Estimated Tax:	\$911.21
Proposal Total:	\$21,834.41

NOTE: Any purchase order issued with an aggregate total of more than \$50,000.00 will need to have a payment/performance bond issued for the work covered, per A.R.S. [R7-2-1111 (A,B,C)]. This charge will be 1.3% of the aggregate amount on the PO. 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: 10A-ACE-0316, 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	_____ Scheduling Contact
_____ Mailing Address	_____ Scheduling Contact Phone



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.

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.

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 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.