



TUCSON ASPHALT CONTRACTORS INC.



Marvin M Black Award Winner
Certified S.B.E.

June 21, 2017

Proposal #17-0712

Amphitheater Public Schools
701 West Wetmore Road
Tucson, Arizona 85705

To: James Burns
Phone: 520-696-5148
Fax: 520-696-5068
Cell: 520-237-0371
Email: jburns@amphi.com

Reference: Green Rubberized Polymerized Asphalt Overlay
CDO High School
25 W. Calle Concordia

Installation of New Green Asphalt Rubberized, Polymerized, Asphalt Overlay (15,182 SF):

Taper Milling - Taper mill to increase thickness of the new pavement edge and provide a smooth overlay transition at various locations.

Green Asphalt tm. Sweep, clean and tack coat the existing pavement as needed to prepare for Green. Furnish, deliver and install our patent pending "Green Asphalt Rubber Poly" overlay, at an average compacted thickness of 1" inches thick. Fill large cracks and low areas ahead of the paver with Green Asphalt.

****Above pricing includes sales tax. Total: \$18,460.24**

Clarifications:

1. There is to be "No Parking" in the bus loop during construction hours.
2. Above work will be completed in one day.

Thank you for the opportunity to provide pricing on the above project. Please feel free to call me should you require any additional assistance.

Sincerely;
Tucson Asphalt Contractors, Inc.

David Tyrpak
Estimator/Project Manager
C: 520-977-0505
Email: david@tucsonasphalt.com



Proposal #17-0712 To; Amphitheater Public Schools Re; James Burns

1) INTELLECTUAL PROPERTY NOTICE “IMPORTANT”. Green Asphalt™ is the intellectual property of Tucson Asphalt Contractors Inc. Green Asphalt™ is a proven product, and the result of Tucson Asphalts’ extensive development and expense. Sampling of the materials by any Agency, Buyer, Second, Third or Other Parties without the express written permission of Paul J. Polito, The President of Tucson Asphalt Contractors Inc., is strictly prohibited. Tucson Asphalt has an in-depth plan in place to immediately, legally and vigilantly protect our extensive product development patent work and trademarks. The intellectual property protection plan includes pursuit of perceived or proven attempts to sample and/or reverse engineer our Green Asphalt™.

2) QUALITY ASSURANCE. Certifications, when required will be based on test results from our independent, Certified Geotechnical Lab. Tucson Asphalt’s regular testing of our Green Asphalt™ for Public and/or Private projects consists of 1 cold feed and 1 extraction test daily, (see quality assurance sample letter from Atek) attached. Independent Test Results that are outside our design targets will comply with Pag section 110.

3) 4 YEAR WARRANTY Green Asphalt™ Rubber Polymer Asphalt 4-year warranty applies to projects installed by Seller beginning in 2017. Warranty covers surface raveling, shoving, peeling and reflective cracking. Seller will seal cracks wider than ¼” as measured in the sun at noon in August of the 4th year; said cracks will be sealed with hot rubberized crack sealer prior to the end of the 4th year. Seller further warrants its completed work to the original owner, to be free of defects in materials and workmanship, however subject to limitations of theoretical quantities, and work items proposed. Repairing damage caused by normal wear and tear, abuse, weather, third parties and Acts of God are not covered. Seller will, at Sellers’ option, repair or replace limited and affected areas, defective in workmanship or materials. Warranty is void until all monies due are paid, including legal fees, change order monies, collection fees and interest. Warranties may be withdrawn for all or part of the work should the Buyers’ direction to precede, conflict with the recommendation of the Seller **and/or should the Buyer decide to apply sealers or other surface coats to the Green™ within the warranty period, without the written permission of the Seller.**

4) STANDARD EXCLUSIONS ARE; Any and all items of work, not specifically proposed, Security services, prevailing wages, certified payroll, night, overtime, weekend or holiday work, non-standard or unsafe labor practices. Sellers’ best efforts are directed to eliminating standing water, however we cannot guarantee complete and immediate run off in areas where less than 1/2 of 1% of fall occurs, overlay areas, or areas graded by others.

5) CANCELLATION; Stop Work. Prices are valid for 15 days from date of proposal. Seller may suspend, discontinue or cancel the work, or when, “in the Seller’s opinion”, a hostile, unhealthy, illegal or unsafe work environment exists, or when seasons or weather may threaten the finished product.

6) TIME, SELLER INTENDS to provide the work with as little delay as possible, but Seller will not be responsible for delays such as schedule issues, market forces, weather, landscape or other water sources, vehicles and other trades in Sellers’ work areas, and other unforeseen conditions. Should Sellers’ work be delayed by the fault or instruction of the Buyer, Seller may recover delay costs from the Buyer.

7) PROPOSAL IS BASED ON Seller completing work within one day of mobilization and in one section. In the event Seller's work is not completed as set forth above, through no fault of Seller, Seller shall be entitled to a reasonable price adjustment for the work. Claims for loss of use, lost income or other claims made by the Buyer or third parties are prohibited and the Buyer agrees to interpret this contract to indemnify and hold harmless the Seller from all claims.

Buyer's Signature: constitutes having read, understanding and acceptance of all of the items proposed and the standard terms creating a binding contract, original, fax, or email and same becomes part of any known contracts between the parties and is considered "the legal contract". Buyers' plans and specifications may conflict with this contract and if so, the terms of this proposal shall prevail.

Principal Buyer's Signature: _____

Printed Name: _____ Date: _____

TO ORDER, PLEASE SIGN & RETURN. Mail, Email, or OUR FAX # IS 520-408-0929



Date

ATEK Project No.:

Paul Polito
President
Tucson Asphalt
2425 W Curtis Rd
Tucson, Arizona 85705

SUBJECT: Quality Assurance Services
Project Name
Project Location

Dear Mr. Polito:

ATEK has provided quality assurance services during construction of the referenced project. An asphalt sample was taken from the project site for oil content and gradation and a cold feed sample was taken from the plant for gradation and sand equivalent. A sample of the binder was provided by the supplier and has been turned over to Tucson Asphalt for storage for future testing if necessary.

The asphalt sample was tested by ignition method and an oil content and gradation was determined. The result of the oil content is within mix design specification. The gradation is within mix design requirements on the target screens.

The cold feed sample was tested for gradation and sand equivalent. The result of the sand equivalent exceeds the minimum specification. The gradation is within mix design requirements on the target screens.

ATEK appreciates the opportunity to be of service on this project. If you have any questions or need additional information, please contact us at 520-638-8142.

Respectfully submitted,

ATEK Engineering Consultants, LLC

Brian M Lasham
Construction Services Manager