



# TUCSON ASPHALT CONTRACTORS inc.

**EQUIPMENT**  
WORLD contractor of the year

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

January 5, 2018

Proposal #17-1328

City of Bisbee  
118 Arizona Street  
Bisbee, Arizona 85603

To: Dwayne Wallace  
Phone: 520-266-6009  
Email: [dwallace@bisbeeaz.gov](mailto:dwallace@bisbeeaz.gov)

Reference: Bisbee Road  
Green Asphalt™ Rubberized, Polymerized, Asphalt Overlay

| Description  | Unit | Quantity     | Unit Cost   | Total               |
|--|------|--------------|-------------|---------------------|
| Mobilization   | Ls   | 1            | \$5,740.00  | \$5,740.00          |
| Traffic Control  | Ls   | 1            | \$20,705.00 | \$20,705.00         |
| Taper Milling  | Lf   | 15630        | \$1.43      | \$22,350.90         |
| Pre-Emergent Weed Killer                                   | Lf   | 14942        | \$0.06      | \$896.52            |
| Green™ Rubberized Polymerized Asphalt Overlay              | Sf   | 306711       | \$1.16      | \$355,784.76        |
| Survey Monuments, Water Valves, Manholes Adjusted to Grade | Ea   | 55           | \$675.00    | \$37,125.00         |
| Pavement Markings  | LS   | 1            | \$14,375.11 | \$14,375.11         |
|  |      | <b>TOTAL</b> |             | <b>\$456,977.29</b> |

**Clarifications:**

1. All pavement markings will be done at the end of the project.
2. All work to be done during the week.
3. Above work cannot begin until May or June 2018.
4. All private utilities must be marked by owner before work can begin.
5. All paint will be regular traffic paint.
6. All weeds will have a pre-emergent sprayed approximately one week before paving is to begin.
7. Parking areas by the intersection of "Bisbee Road & Arizona Street" are also included in the above pricing.

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  
E-mail- [david@tucsonasphalt.com](mailto:david@tucsonasphalt.com)



1) Buyer's Responsibilities. Read all handouts; keeping the worksite dry and free of water including temporarily turning off landscape water 48 hours or more before work begins and until seller deems the work to be complete; maintaining barricades and closures after Sellers' employees have left the jobsite and until the Buyer is instructed by Seller that barricades may be withdrawn. 2) Cancellation/Stop Work. Prices are valid for only 10 days from date of proposal. Seller may suspend, discontinue or cancel the work, when in the Seller's opinion; a financial loss is eminent, plans, specifications, or directives are unclear, payment for the work may be delayed or it appears the project is not adequately funded, 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. All invoices for work partially completed will become immediately due upon Seller's written or verbal notice of work suspension, or cancellation. 3) Standard Exclusions. The Buyer's responsibilities include sales tax, permits, bond costs, primary traffic control, construction water costs, saw cutting, sweeping, stripping, prime, tack or seal coat, utility adjustments, materials or equipment that are not locally available or commonly utilized, towing, notification of businesses, residents, or third parties. Labor exclusions include training classes, extra labor costs associated with crews waiting, guard services, prevailing wages, certified payroll, night, overtime, weekend or holiday work, non-standard or unsafe labor practices. Costs for additional items not specifically proposed will be invoiced at a \$65.00 per man hour. Equipment rentals, materials, subcontractor costs, permits, fees, additional insurance, surcharges and escalators and all other excluded extra costs will be invoiced at cost plus 15% markup plus sales tax. Time and material, rate sheets are available upon Buyers request. 4) Engineering. Exclusions include survey, layout, engineering, permits and testing. Sellers' best efforts are directed to eliminating standing water, however we do not 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. Seller is not responsible for altering courses of drainage or the effects of elevation changes. Failing pavements in front of dumpsters, weeds or grass growing through pavements, sinking trenches backfilled by others, and the effects of striping layout or stripe changes are not guaranteed or covered under warranty. All responsibility & liability related to installing or resurfacing speed bumps, humps, or berms, is that of the Buyer. 5) Alterations or deviations from the work proposed involving extra costs may be executed upon written or verbal orders at Sellers' discretion and the increase will be added to the original price. The costs for any and all items not specifically mentioned in this proposal will be added to the original price. 6) Quantities are approximate and should the actual field measured quantity of the finished product exceed the proposed quantity, the increase will be added to the original price. Should the actual field measured quantities be less than that proposed, no decrease will be subtracted from the original price. 7) Competitive bidding. When a Buyer publishes quantities for the purpose of bidding and does not publish an intention to or not to, actually field measure the completed work prior to the bid, the original bid quantities shall be the minimum pay quantity regardless of Buyers' decision to measure the completed work and/or Buyers' attempts to reduce the pay quantity after the bid. 8) Contamination of sub base discovered during the course of our work including, but not limited to petroleum or other hazardous, illegal, or unhealthy materials, will be cause for work suspension, with work to recommence after the condition has been remediated by Buyer. 9) Soil Conditions and Depth. Due to inability to anticipate sub base conditions and asphalt depth, the contract price, unless proposed otherwise, is based on re-compacting the existing base. It is assumed that asphalt removal and replacement is limited to 2" maximum, unless an otherwise thickness is proposed. Increased costs for materials, labor and equipment, will be added. Repair of heavy equipment and truck damage to existing pavements and surroundings, as a result of our work, is the Buyers' responsibility and may add increased costs to repair. Warranties may be withdrawn for all or part of the work should he Buyers' direction to precede conflict with the recommendation of the Seller. Hard Rock - Costs for excavating hard rock, concrete, or caliche will be added to the original price on a time and materials cost basis, see item 3 above. 10) Underground Utilities. Seller is not responsible for underground lines or utilities that are buried below the work surface. The Buyer assumes responsibility for damage to any and all utilities and Sellers' equipment, unless he/she has supplied plans or diagrams that accurately locate utilities. 11) Warranty. Seller represents its completed work to be at or above the standard of the industry as defined by alike jobs performed under similar circumstances and further warrants its completed work to the original owner, to be free of defects in 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 and materials, provided written notice of the claim is received by Seller within (2) years from the installation date of the work, unless an otherwise term is specified by Sellers' proposal. Warranty is void until all monies due are paid, including any and all 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. Should this contract be between Seller and the Property Owner, "Pursuant to Arizona law we are required to inform you of your right to file a written complaint with the Registrar of Contractors for an alleged violation of Arizona Revised Statutes Section 32-1154, subsection A. Any complaints must be made within the applicable time period as set forth in section 32-1155, subsection A. The ROC can be contacted at (602) 542-1525 or on line at <http://www.azroc.gov>. We request that if any portion of our work is unsatisfactory that you notify us prior to filing a complaint so we can attempt to resolve any concerns." 12) Oil spot primer may be used in an effort to better bond sealer to automotive oil spots, however, sealer will not adhere to areas where clay or silt soils, petroleum products or other possibly unknown materials have penetrated and softened the pavement surface or structure. New oil spills can be best treated with powdered laundry detergent as an absorbent. 13) Pavement Cracks. All pavements crack, new and old pavements crack and cracks reflect through pavements. Not all sealed cracks are filled flush to the pavement surface. Hot crack sealer shrinks when it cools and it is normal for cracks not to be filled to the surface, for this reason Seller proposes crack sealing, not crack filling. Crack sealing prevents moisture penetration of the sub-base, prolongs pavement life and is not represented to improve appearance. 14) Paving Fabric Membranes are not proposed for use under canopies, are proposed in accordance with manufacturers specifications and do not cover the entire surface of pavements we overlay. Membranes delay but do not eliminate reflective cracking. Membranes provide an effective barrier that prevents moisture penetration of the sub-base and are highly recommended under overlays. 15) Scuffing from power steering marks and tire friction is normal. These areas will knead in and blend in appearance in time. During periods of high heat, a light spray of water in the afternoon heat will encourage surface curing and lessen scuffing. 16) Sealcoat is photo-sensitive and during periods of winter shade sealer may not cure in shaded areas. Seller recommends Green Rubberized Asphalt™ be sealed at the end of its 4th year and every 6 years thereafter. New conventional asphalt should be fog sealed within its 1st week and every 1 year thereafter. Cement finishing of new pavement speeds the cure, lessens scuffing and eliminates seal coating for up to 5 years. 17) World oil prices are beyond Sellers control and our suppliers will not guarantee the price of asphalt for more than 30 days, therefore: increases above today's proposal price of \$/NA per ton, may be added to the price, furthermore when Seller is the subcontractor, it is the responsibility of the Buyer/Contractor that Seller is working for to arrange for similar price Protection with the Entity the Buyer is working for. 18) Time. Seller intends to provide the work with as little delay as possible, but Seller will not be responsible for delays such as 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 any and all delay costs from the Buyer, see costs as outlined in item 3 above. 19) Proposal is based on Seller completing work within five days of mobilization and in various sections. 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, see costs as outlined in item 3 above. 20) 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. 21) Insurance. Seller carries legally required liability and workers compensation insurance. Buyer shall carry standard owners, or builder's course of construction insurance. Buyer requested additional insurance will be paid for by the Buyer.

Personal Guarantee: The undersigned jointly and severally guarantee the payment in full of any indebtedness of Buyer to Seller. It is expressly understood that this continuing guaranty covers any debt that may arise. This continuing guarantee shall continue in force and effect unless and until written revocation is received by and accepted in writing by Seller. Such revocation shall not affect the obligation of the undersigned Buyer as to any indebtedness existing at the time of revocation.

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: [Signature]

Printed Name: David M. Smith, Mayor City of Bisbee Date: \_\_\_\_\_

Married:  Not Married:

Spouses Signature: NIA

Print Name: NIA Date: \_\_\_\_\_

Buyer hereby certifies and represents that he/she is \_\_\_\_\_ or is not \_\_\_\_\_ the Property Owner where the work is to be performed.  
 Buyer hereby certifies and represents that the property is \_\_\_\_\_ or is not \_\_\_\_\_ his/her primary residence.  
 Buyer represents a corporation: Initial \_\_\_\_\_. Buyer has signed as the President of the H.O.A.: Initial \_\_\_\_\_.  
 Preliminary Lien Notices are often filed by Seller, or Sellers' material suppliers. This is Not a lien; the purpose of the notice is strictly to protect Sellers' legal right to lien, if Seller is not paid. On projects with multiple Contractors the prelim notifies the Owner of his/her obligation to make sure the General Contractor pays the Subcontractors and materials, thereby protecting the Owner from paying twice.

OPTIONAL: Individual Agent Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Buyer identifies the Individual Agent listed above as having the full authority to deal with all issues concerning the work performed. Problems may arise when the work is judged by other than the Principal Buyer the proposal was designed for. Buyer warrants this agent to be a reasonable person and the sole acceptor of the completed work on Buyers behalf. Buyer agrees not to delegate acceptance to the opinions of others.  
**TO ORDER, PLEASE SIGN & RETURN. Mail, Email, or OUR FAX # IS 520-408-0929**