



<b>To:</b>	LAKE HAVASU UNIFIED SCHOOL DISTRICT No. 1	<b>Contact:</b>	John Simpson
<b>Address:</b>	2200 Havasupai Blvd. Lake Havasu City, AZ 86403	<b>Phone:</b>	928-505-6919
<b>Project Name:</b>	Nautilus Elementary Crackseal/Seal Coat	<b>Fax:</b>	928-208-6457
<b>Project Location:</b>	Pstrician Drive, Lake Havasu	<b>Bid Number:</b>	23171
		<b>Bid Date:</b>	2/3/2017

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Crack Sealing 1/4 To 1" Width	820.00	LB	\$1.34	\$1,098.80
	Traffic Control-Crack Sealing	820.00	LB	\$0.48	\$393.60
	PMM Seal Coat - *****	6,640.00	SY	\$0.62	\$4,116.80
	Seal Coat Binder - Haul And Apply Services - *****	8.30	TON	\$475.00	\$3,942.50
	Traffic Control- Seal Coat Sealing - *****	8.30	TON	\$250.00	\$2,075.00
	15 MIL (4") White Traffic Paint Stripe: 1800 LF Of Curb Striping X 3 For 4" Equivalent	5,400.00	LF	\$0.20	\$1,080.00
	Paint Symbol Arrow: Includes 8 Arrows And 32 No Parking Stencils (No Parking Stencils Billed At 1/2 Quantity)	24.00	EACH	\$88.00	\$2,112.00
	Traffic Control (Not For Items No. 1-5)	1.00	LS	\$50.00	\$50.00
				<b>Total Bid Price:</b>	<b>\$14,868.70</b>

- Notes:**
- Standard Terms and Conditions to follow.
  - All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
  - Prices above based on completing each task in one mobilization. If an additional mobilization is required, charges may apply.
  - Quoted prices valid for 60 days unless otherwise noted.
  - Cactus is not responsible for notification, nor removal of vehicles and property from work areas.
  - Cactus will require this proposal with exclusions be included in any contractual agreement.
  - Note: Unit prices above include all applicable state, county & local taxes on materials.
  - In the event that quantities differ from above, billing will reflect agreed upon measured quantities.
  - If thicker than specified pavements are encountered during removals, compensation for additional costs will be requested prior to completion of any asphalt replacement items.
  - EXCLUSIONS (Unless Otherwise Specified): Sales Tax, Bonds, Permits, Plans, Engineering, Survey, Staking, Traffic Control, As-Builts, Testing, Inspection, Graderwork, Landscape Areas, Weed Killer, Crack Routing, Crack-Sealing, Asphalt Patching, ABC or Landscape Materials, Vegetation Replacement, Preservative Seals, Prime Coat, Concrete Structures, Irrigation or Pipe Work, Utility Removal or Relocation, Drywells, Rip/Rap, Structural Backfill, Striping, Signage, Parking Bumpers Removal or Replacement, Import, Export, Excavation, Subgrade Stabilization, Removal of Debris Generated by Other Trades, Erosion Control, Thickened Pavement Edge, Project Information Sign And Any Special Insurance Requirements.



**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

**CONFIRMED:**

**Cactus Asphalt**

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

Estimator: Brian Dougherty

## TERMS AND CONDITIONS

### GENERAL

Owner shall timely notify Cactus Asphalt (Cactus) in writing when the premises will be ready for work to commence, and shall give unobstructed access to all areas where work is to be done. Any necessary towing and costs of delays shall be the responsibility of the owner.

Cactus is not responsible for any utility lines (water, electric, sprinkler, communications, cable, etc.) which may lie within eighteen inches (18") of the surface. Owner is responsible for supplying all known layouts of any such utility lines which are known to exist. Cactus is not responsible for damage to undisclosed, unknown or improperly placed lines.

If Cactus encounters any different site condition or concealed condition, including but not limited to underground utilities, debris, ground water, underground storage tanks, hazardous material, "hard dig" soils, or any material or substance regulated by federal, state, local law, ordinance, or regulation, any other environmental, health or safety issue, or concern, or other conditions, that were unknown to Cactus before submission of this Proposal, the contract price shall be equitably adjusted to compensate Cactus for any additional work performed or damages incurred as a result of any such conditions. At Cactus' sole discretion, Cactus may stop all work on the project, until the parties have reached an agreement, in writing, concerning any such equitable adjustment, and Cactus shall have no obligation to perform any work which, as determined by Cactus, directly or indirectly involves any environmental, health or safety risk or hazard.

The Owner is responsible for ensuring that all surfaces are kept in a condition acceptable to the application of the agreed upon product. This includes ensuring that all automatic sprinklers that may place water on the surface are turned off. Any delay caused by failure to perform the above may result in additional expense to the owner.

Cactus is not responsible for ponding water where grade is less than 2%.

Owner is to provide a water source that is acceptable to Cactus and is sufficient for performing the work.

Cactus is fully licensed and insured. All Cactus employees are covered by Worker's Compensation Insurance.

Unless otherwise agreed in writing, the prices contained within this agreement do not include the costs of permits or bonds.

### WARRANTY

All work performed by Cactus is covered by a one year warranty on workmanship. Normal wear and tear, abuse, weather, and other acts of God are excluded.

### PAYMENT AND TAXES

By law, taxes may only be waived upon receipt of a valid exemption certificate. Taxes are determined in accordance with the jurisdiction where the work is performed. The owner is responsible for payment of all taxes.

Unless otherwise stated within this agreement, all payment is due upon transmittal of invoice. In addition to other terms contained elsewhere in this proposal, Owner agrees to pay a service charge at the rate of 2% per month on all accounts that become 10 days past due. All costs of collection, as well as attorney's fees, will be added to the balance and interest due.

Cactus reserves the right (without further notice) to suspend or terminate this agreement if work is stopped for 30 or more days because of a failure to make progress payments or other delay not caused by Cactus. In such event Cactus reserves the right to recover payment for all work performed, including reasonable overhead, profit and damages under the contract.

This agreement shall be governed by and construed in accordance with Arizona law, and any lawsuit or arbitration arising from this agreement must be filed in Maricopa County, Arizona. If any provision of this agreement is determined invalid or unenforceable by a court of competent jurisdiction, that provision alone will be deemed stricken and the remainder of the agreement will be enforced.

Any dispute arising from this agreement, not timely resolved after good faith negotiation, will be submitted, at Cactus's sole discretion, to mediation, binding arbitration, or litigation in state court. If mediation is elected, its completion is an express condition precedent to Cactus's election of binding arbitration or state court litigation. If Cactus elects arbitration, the arbitration will be governed by and conducted in accordance with the Arizona Revised Uniform Arbitration Act at A.R.S. §12-1501, et seq.

**A property owner has the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of A.R.S. § 32-1154(A). Any such complaint must be filed within the applicable time period set forth in A.R.S. § 32-1155(A). The Registrar's phone number is (602) 542-1525, and its website address is <http://www.azroc.gov/>.**