



|                          |                                                             |                    |                |
|--------------------------|-------------------------------------------------------------|--------------------|----------------|
| <b>To:</b>               | Maricopa Unified School District                            | <b>Contact:</b>    | Chad Whittle   |
| <b>Address:</b>          | 44150 W. Maricopa-Casa Grande Highway<br>Maricopa, AZ 85138 | <b>Phone:</b>      | (520) 568-5100 |
| <b>Project Name:</b>     | MUSD - Pima Butte Fire Lane PM                              | <b>Fax:</b>        |                |
| <b>Project Location:</b> | 42202 West Rancho El Dorado Parkway, Maricopa               | <b>Bid Number:</b> | CA281212009    |
|                          |                                                             | <b>Bid Date:</b>   | 8/14/2023      |

| Line #                                                         | Item Description                                                                                                                              | Estimated Quantity | Unit | Unit Price | Total Price       |
|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------|------------|-------------------|
| 55                                                             | <b>MOBILIZATION - CRACK SEALING:</b>                                                                                                          | 1.00               | LS   | \$250.00   | \$250.00          |
| 56                                                             | <b>CRACK SEALING:</b> Cracks 1/4" And Wider Will Be Blown Out With Compressed Air And Then Sealed With Hot-Applied Polymer Sealant.           | 1,000.00           | LB   | \$2.16     | \$2,160.00        |
| 59                                                             | <b>WIDE CRACK SEALING:</b> Cracks 1" And Wider Will Be Blown Out With Compressed Air And Then Filled With MASTIC Gap-C Sealer With Aggregate. | 250.00             | LB   | \$3.16     | \$790.00          |
| 173                                                            | <b>MOBILIZATION - STRIPER</b>                                                                                                                 | 1.00               | LS   | \$150.00   | \$150.00          |
| 175                                                            | <b>STRIPING:</b> Pavement Markings Will Be Repainted To The Existing Layout With Permanent Traffic Paint.                                     | 2,373.00           | LF   | \$0.53     | \$1,257.69        |
| <b>Bid Price Subtotal:</b>                                     |                                                                                                                                               |                    |      |            | <b>\$4,607.69</b> |
| <b>Pinal County, State &amp; Town Of Maricopa Tax - 8.80%:</b> |                                                                                                                                               |                    |      |            | <b>\$405.48</b>   |
| <b>Total Bid Price:</b>                                        |                                                                                                                                               |                    |      |            | <b>\$5,013.17</b> |

#### Notes:

- Standard Terms and Conditions to follow.
- Above pricing based on cooperative purchasing utilizing 1GPA contract #22-15P-01.
- 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 are valid for 180 days unless otherwise noted, PO or letter of intent to award required to lock pricing past 180 days. Final material pricing expires 3 months from quote date with PO or LOI.
- 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.
- Unit prices above include all applicable State, County & City taxes for contracting.
- In the event that quantities differ from above, billing will reflect agreed upon measured quantities.
- EXCLUSIONS (Unless Otherwise Specified): Bonds, Permits, Plans, Engineering, Survey, Staking, Construction Water, As-Builts, Testing, Inspection, Clear & Grubb, Grading, Landscape Repairs, Weed Killer, Crack Routing, ABC, Landscape Materials, Vegetation Replacement, Preservative Seals, Prime Coats, Concrete Structures, Irrigation/Pipe Work, All Underground Items, Utility Removal or Relocation, Drywells, Rip/Rap, Structural Backfill, New Signage, Parking Bumpers Removal or Replacement, Import, Export, Excavation, Subgrade Stabilization, Removal of Debris Generated by Other Trades, Erosion Control, SWPPP, Thickened Pavement Edge, Project Information Sign And Any Special Insurance Requirements.
- Asphalt materials pricing is based on the current months ADOT index for Bituminous materials. There are strong indicators that there will be significant increases in asphalt prices going forward. Adjustments to the quoted prices for paving items will be made and finalized 14 days prior to the time of scheduled paving operations with appropriate notification, documentation and communication.
- AZROC 194430-A General Engineering
- As of February 2023 Cactus Asphalt, Southwest Slurry Seal and American Pavement Preservation of Nevada have merged under one banner to form one of the largest and premier pavement preservation groups in the Southwest. If you have received a bid or proposal from Cactus Asphalt, Southwest Slurry Seal and/or American Pavement Preservation of Nevada for the same project, please contact us immediately and deem the second and third proposal "non-responsive".

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Paving • Seal Coating • Crack Sealing • Patching • Chip Sealing • Fabric Overlay • More

Contractors Licenses: AZ – 194430 • NV – 0040581 • NM – 022995 • UT – 944049-5501

t 623-907-2800 f 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353



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|                          |                                                             | <b>Bid Date:</b>   | 8/14/2023      |

**Terms and Conditions:** Due to the complex nature of private utility locating, please review the agreement: Cactus Asphalt will consider our performance in any claim that may arise. We are not responsible for any nonconductive line. (Non-Metallic, PVC, Water Line, Etc.) We are not responsible for any conductive lines with no accessible connection point. We are not responsible for conductive lines that do not appear on blueprints, maps, or as-builts provided by customer. We are not responsible for locating lines where no blueprints, maps, or as-builts provided are by customer prior to locating. Cactus Asphalt is not responsible for any damages related from Blue Stake Ticket Services. Owners/Clients are reminded that per AZ One Call Law, AZ Blue Stake Center must be notified, and all affected utility owners must respond prior to commencement of excavation.

|                                                                                                                                                                                |                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| <b>ACCEPTED:</b><br>The above prices, specifications and conditions are satisfactory and hereby accepted.<br><br>Buyer: _____<br>Signature: _____<br>Date of Acceptance: _____ | <b>CONFIRMED:</b><br><b>Cactus Asphalt</b><br><br>Authorized Signature: _____<br>Estimator: John Flores |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|

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## 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/>.**