

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 23-1666

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, APPROVING FUNDING FOR FY22-23 CHIP SEAL PROJECT UTILIZING PINAL COUNTY CONTRACT NO. 175923, NAVAJO COUNTY CONTRACT No. B22-02-002, ARIZONA STATE RENTAL CONTRACT ADSP019-213364 (COLLECTIVELY THE (“COOPERATIVE PURCHASING AGREEMENTS”) AND TOWN PURCHASE POLICY FOR ADDITIONAL EQUIPMENT RENTAL IN AN AMOUNT NOT TO EXCEED \$399,699.14; AND AUTHORIZE THE TOWN MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THIS TRANSACTION.

WHEREAS, the Town of Pinetop-Lakeside (Town) Town Council approved the FY 2022/23 budget, and the Public Works Streets Budget for Street Maintenance in the amount of \$652,500.00; and

WHEREAS, the Town of Pinetop-Lakeside Public Works Director presented to Town Council on November 17, 2022 the proposed Six (6) year Pavement Preservation Plan; and

WHEREAS, Town will chip seal 74,229 square yards of Town maintained roads as part of the Pavement Preservation Plan (Exhibit A), and

WHEREAS, Town staff deems it prudent and cost-effective to utilize the Cooperative Purchasing Agreements and the Town Purchase Policy to purchase materials and secure rental equipment to complete the FY22-23 Chip Seal; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona approve funding for FY22-23 Chip Seal utilizing Pinal County Contract No. 175923 with Cactus Asphalt (Exhibit B), Navajo County Contract No. B22-02-002 (Exhibit C), Arizona State Rental Contract ADSP019-213364 and Town Purchase Policy for additional equipment rental (Exhibit D) in an amount not to exceed \$399,699.14; and hereby affirms and confirms that:

(1) the purchase of Chip Seal materials and equipment rental to complete the FY22-23 Chip Seal Project are essential to the Citizens of Pinetop-Lakeside for preservation of the existing pavement; and

(2) the governing body of the Town designates the Town Manager to execute and deliver, and to witness or attest, respectively, any related agreements, instruments and documents necessary to the consummation of the transactions necessary to complete the FY22-23 Chip Seal Project.

PASSED AND ADOPTED by a majority vote of the Mayor and Town Council of the Town of Pinetop-Lakeside in an open meeting on this 16th day of March 2023.

TOWN OF PINETOP-LAKESIDE



ATTEST:

Kristi Salskov
Kristi Salskov
Town Clerk

Stephanie Irwin
Stephanie Irwin, Mayor

APPROVED AS TO FORM:
William J. Sims, III
William J. Sims, III
Town Attorney

EXHIBIT A
Pavement Preservation Plan

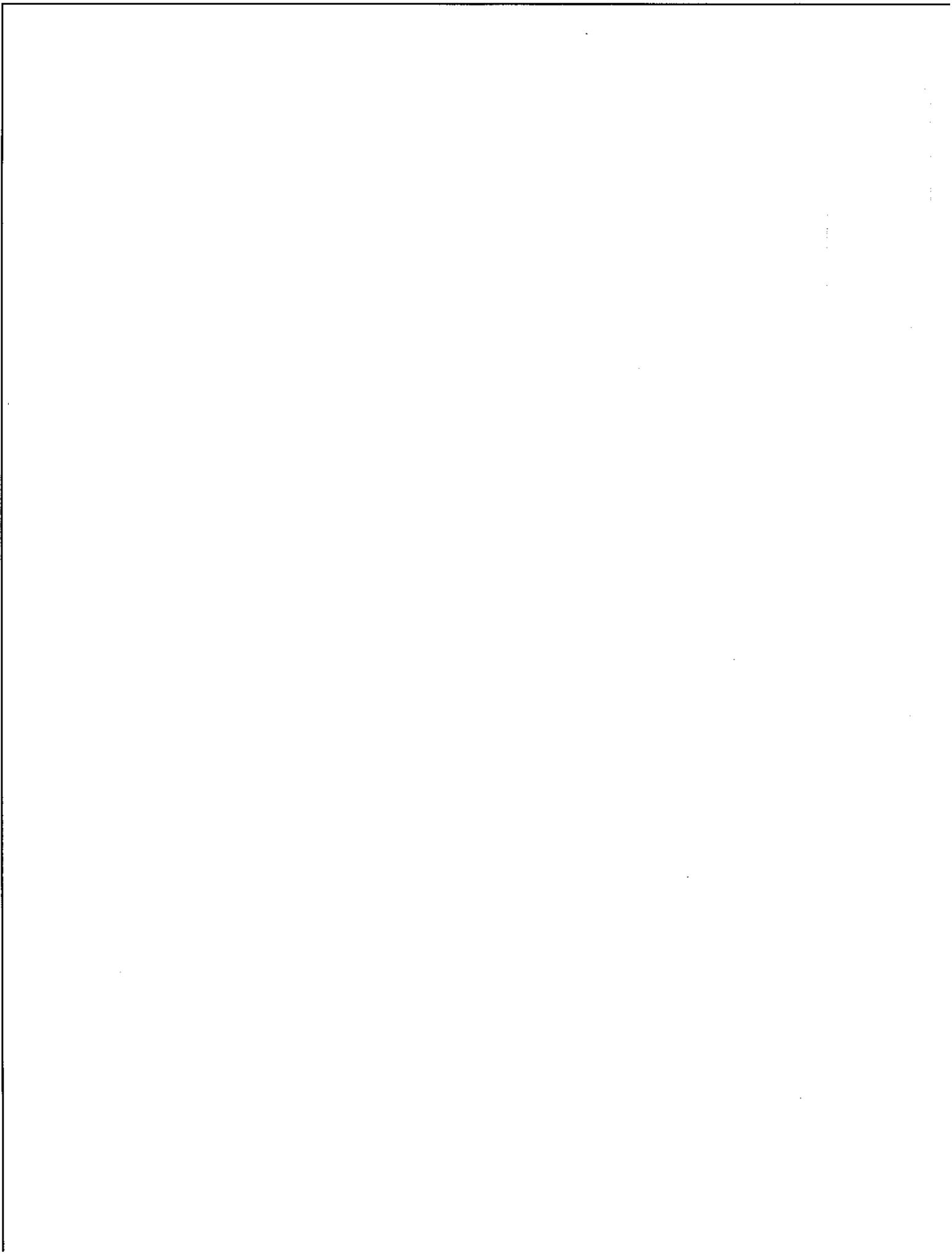


EXHIBIT B

Pinal County Contract No. 175923 with Cactus Asphalt



To:	TOWN OF PINETOP-LAKESIDE	Contact:	Daniel Rawlings
Address:	Pinetop-Lakeside, AZ	Phone:	928-368-3544
		Fax:	
Project Name:	Pinetop/Lakeside Supply & Apply 2023	Bid Number:	26231
Project Location:	Various Locations, Pinetop/Lakeside, AZ	Bid Date:	3/8/2023
Attachments:	Cactus Asphalt - Amendment 4 - Renewal till 6-26-23.pdf, Pinal County JOC.msg, Price Adjustment - FY2223 3Q Cactus.pdf		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
4-18	Chip Seal Binder: CRS-2P, > 100 TONS (79,059 SY @ .85 Gallons Per Square Yard)	280.00	TON	\$657.32	\$184,049.60
9-7	Miscellaneous Removals And Other Work: Spread And Deliver Up To 280 TNS Of CRS-2P: Cactus To Supply 1 Spreader For 7 Production Shifts To Apply CRS-2P In Support Of PTLs Chip Crews. Cactus To Deliver CRS-2P To Project And Pump Off Into Spreaders. Any Days Beyond 10 To Be Charged At \$350/HR (Min. 8 HR/DAY) Plus \$250 Each Layover. Prices Quoted Off Pinal County JOC	1.00	LS	\$70,550.00	\$70,550.00

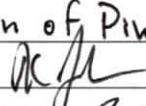
Bid Price Subtotal:	\$254,599.60
Navajo County, State And Pinetop 5.59%:	\$14,232.12
Total Bid Price:	\$268,831.72

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 are valid for 14 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.
- Unit prices above include all applicable state, county & local 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, Traffic Control, As-Builts, Testing, Inspection, Clear & Grubb, Grading, Landscaping, 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.
- 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.



To:	TOWN OF PINETOP-LAKESIDE	Contact:	Daniel Rawlings
Address:	Pinetop-Lakeside, AZ	Phone:	928-368-3544
		Fax:	
Project Name:	Pinetop/Lakeside Supply & Apply 2023	Bid Number:	26231
Project Location:	Various Locations, Pinetop/Lakeside, AZ	Bid Date:	3/8/2023
Attachments:	Cactus Asphalt - Amendment 4 - Renewal till 6-26-23.pdf, Pinal County JOC.msg, Price Adjustment - FY2223 3Q Cactus.pdf		

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: <u>Town of Pinetop-Lakeside</u></p> <p>Signature: <u></u></p> <p>Date of Acceptance: <u>3-21-23</u></p>	<p>CONFIRMED: Cactus Asphalt</p> <p>Authorized Signature: _____</p> <p>Estimator: Brian Dougherty (623) 907-2800 bsd@cactusasphalt.com</p>
---	---



PINAL COUNTY
WIDE OPEN OPPORTUNITY

**ROQ-175923
JOC Asphalt
Maintenance & Repair
Services**

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

NOTICE OF REVIEW OF QUALIFICATIONS

Designated Agency: PINAL COUNTY PUBLIC WORKS DEPARTMENT

Material or Service: JOC ASPHALT MAINTENANCE & REPAIR SERVICES

Contract Type: FIRM FIXED PRICE

Contract Period: ONE (1) YEAR INITIAL TERM
FOUR (4) ONE-YEAR RENEWAL OPTIONS

Pre-Submittal Conference: N/A

Question Due Date: BY 5:00 PM ARIZONA TIME ON MAY 9, 2018

Solicitation Due Date: BY 2:00 PM ARIZONA TIME ON MAY 22, 2018

Number of Copies Required: ELECTRONIC SUBMITTAL

Solicitation Opening Date: BY 2:15 PM ARIZONA TIME ON MAY 22, 2018

Solicitation Opening Location: 31 NORTH PINAL STREET
BUILDING A
FLORENCE, AZ 85132

Procurement Officer Contact Name: LORINA GILLETTE, CPPB

Telephone: (520) 866- 6639

Fax: (520) 866- 2903

E-mail: Lorina.Gillette@pinalcountyaz.gov



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Table of Contents

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

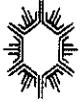
SOLICITATION DOCUMENTS

SCOPE OF WORK.....	p.	3
DEFINITIONS.....	p.	7
SPECIAL INSTRUCTIONS.....	p.	10
UNIFORM INSTRUCTIONS.....	p.	13
TERMS AND CONDITIONS.....	p.	18
ADDENDUM ACKNOWLEDGEMENT FORM.....	p.	31
W-9 FORM.....	p.	32
RESPONDERS CHECKLIST.....	p.	33
OFFER AND ACCEPTANCE FORM.....	p.	34

EXHIBITS AND ATTACHMENTS

Attachment A – Bonfire Submission Instructions for Suppliers

END OF SOLICITATION



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Statement of Work

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

1. INTRODUCTION

1.1 Purpose and Description

Pinal County Public Works (County) is seeking experienced Contractors to provide Asphalt Maintenance and Repair Services on an as-needed basis at various project locations throughout the County utilizing the Job Order Contracting (JOC) project delivery method.

It is the intent of the County to select four (4) contractors for contract award. The initial term of the JOC will be for a minimum of one (1) year and may be renewed up to four (4) additional one-year terms. Renewal of the contract will be at the sole option of the County and be based on the successful performance of the JOC Contractor and the needs of the County. The individual job order assignment maximum amount is \$1,000,000. It is the County's intent to enter into a cost plus fee structure.

During the term of the JOC, work is performed as a series of individual job orders assignments. Individual projects may require the expenditure approval of the Pinal County Board of Supervisors. Each job order assignment, initiated by the owner, is defined cooperatively by the owner and contractor. A scope, schedule and price are negotiated and agreed upon. Then the contractor is directed to proceed with the work. Job Order Contracting may include design services, pre-construction services, construction work, maintenance and as-built documents.

The County has elected to use the JOC delivery method for these projects as outlined under A.R.S. Title 34. Cost effective construction in the shortest possible time frame and within the County's tolerance of financial risk will be the guiding principles behind the projects.

1.2 Cooperative Purchasing

This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others.

2. SCOPE OF WORK

2.1 Scope of Work

The County maintains a network of civil infrastructure. The infrastructure includes, but not limited to, paved streets, dirt roads, trails, multi-use paths, park pavements, and parking lots. This JOC will be focused but not limited to, supplying all labor, material, and equipment for asphalt maintenance and repairs. Work assignments may include but not limited to, and the successful contractors shall have experience, knowledge and ability to accomplish the following tasks:

- 2.1.1 Obtain all necessary permits, required to complete the job order assignment, including but not limited to; Engineering off-site, haul route, stockpile, SWPPP, dust control, traffic control plans, etc.
- 2.1.2 Placing asphalt pavements including full depth sections, overlays, patches and repairs.
- 2.1.3 Pavement maintenance and rehabilitation; including but not limited to; crack sealing and joint sealing, crack routing and large crack repair, applying various types of surface treatments including fog seal, scrub seal, chip seal, other asphalt rejuvenation methods, milling and/or roadway profiling, saw cutting and removing both asphalt and concrete pavements.
- 2.1.4 Utility adjustments.
- 2.1.5 Minor subgrade preparation including compacting native soil, placing and compacting ABC, millings, soil stabilization and grading.
- 2.1.6 Minor earthwork: site rough and finishing grade.
- 2.1.7 Signing and striping including, survey of existing striping and signing, providing and installing project signs, obliteration of striping, layout and installing striping, symbols, raised pavement markers and signage.
- 2.1.8 Preparing traffic control plans, providing traffic set-up in accordance with the approved traffic control plans and barricading work areas.
- 2.1.9 Shoulder maintenance including grading, build-up, placement of surface treatment and sealing.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Statement of Work

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

2.2 Project Information

The successful JOC contractors will have documented established successful work relationships with various qualified subcontractors and knowledge of JOC project delivery methods. The specific work associated with each job order assignment shall be mutually agreed upon and issued by the County.

For any project determined by the County to be appropriate for this Job Order Contract, the County will request that the contractor prepare a scope of work, cost proposal, project schedule and back-up supporting documentation. If acceptable, the County will issue a Purchas Order, at which time the parties will execute an individual job order assignment specifying the cost and completion schedule for that project. Although the County anticipates that the JOC Contractor will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The County reserves the right and will issue job order assignments based on ability of the contractor to meet the County's work schedule and the availability of trades and expertise in relation to each project.

All construction shall conform to the latest version of the Uniform Standard Specifications and Details for Public Works Construction published by the Maricopa Associate of Governments (MAG), Standard Specifications and Details for Road and Bridge Construction published by Arizona Department of Transportation (ADOT), Manual on Uniform Traffic Control Devices (MUTCD) published by Federal Highway Administration (FHWA), , and the construction documents (plans and specifications) associated with each Job Order assignment.

2.3 Work Authorization

Any Work required under this Contract shall be authorized by issuance of formal, written Job Order Purchase Orders as follows:

- 2.3.1 As the need exists (as determined by the County) for performance under the terms of this Contract, the County will notify the Contractor of an existing requirement.
- 2.3.2 Upon the receipt of this notification, Contractor shall respond within two (2) working days, or as otherwise agreed, by:
 - 2.3.2.1 Visiting the proposed site in the company of County staff, or;
 - 2.3.2.2 Establishing contact with the County to further define the scope of the requirement.
- 2.3.3 After mutual agreement on the scope of the individual requirement, Contractor shall then prepare a proposal for accomplishment of the task unless Contractor, in its sole discretion, elects not to undertake the Work. If the Work is declined, Contractor will so notify the County in a timely manner.
- 2.3.4 The price matrix shall serve as the basis for establishing the value of the Work to be performed.
- 2.3.5 Contractor's proposal shall be submitted within ten (10) working days unless otherwise agreed.
- 2.3.6 Upon receipt of the Contractor's proposal, the County will review the proposal for completeness and will reach agreement with Contractor on pricing, schedule and all other terms, prior to issuance of a Job Order Purchase Order.
- 2.3.7 In the event the County does not issue a Job Order Purchase Order after receipt of the Contractor's proposal, the County is not obligated to reimburse the Contractor for any costs incurred in the preparation of the proposal, except as noted in §2.4.3

2.4 Scheduling of Work

- 2.4.1 For each Job Order Purchase Order, the County will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of the Contractor. Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order Purchase Order. The period of performance includes allowances for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Contractor considers the Work complete and ready for its intended use, Contractor shall request the County to inspect the Work to determine the



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Statement of Work

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

status of completion. A minimum of 30 days prior to Final Completion the Contractor, in conjunction with the County, shall prepare a comprehensive list of Punch list items, which the County may edit and supplement. The Contractor shall proceed promptly to complete and correct Punch list items. Failure to include an item on the Punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Items on the Punch list must be completed or corrected prior to final payment for the Job Order. Contractor shall proceed promptly to complete and correct items on the list. Two year warranties required by the Contract Documents shall not commence until the date of Final Completion unless otherwise provided in the Contract.

2.4.2 Job placement of materials and equipment shall be made with a minimum of interference to County operations and personnel.

2.4.3 Furniture and portable office equipment in the immediate work area will be moved by Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, the County will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, the County will compensate the Contractor for any such transportation and storage costs incurred.

2.4.4 Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to the Owner.

2.4.5 Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order Purchase Order. Proposed traffic control methods shall be submitted to the County for approval.

2.5 Quality Assurance/Quality Control Program

2.5.1 Contractor shall submit, for County approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after issuance of the initial Job Order Purchase Order. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with County inspectors.

2.6 Utility Company Coordination

2.6.1 Unless specifically excluded by the individual Job Order Agreement, the Contractor will be responsible for coordinating with utility design work for permanent service to the project and will ensure that the work takes place in a timely manner and does not impact the project schedule. Any utility design fees for permanent services to a project will be paid by the County.

2.7 Temporary Sanitation Facilities

2.7.1 The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated and kept clean at all times.

2.7.2 Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

2.8 Dust Control and Water

2.8.1 The dust control measures shall be in accordance with the requirements of the Pinal County Air Quality Control District Code of Regulations. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the County has received a copy of the Contractor's Dust Control Permit and Plan.

2.8.2 The Contractor shall be required to obtain the necessary permit and all pertinent information from the Pinal County Air Quality Department 31 N Pinal St, Bldg. F, Florence, AZ 85132 520-866-6929.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Statement of Work

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

2.8.3 The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the County.

2.8.4 Watering shall conform to the provisions of Section 225 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.

2.9 Work by Owner

2.9.1 The County reserves the right to undertake or award Contracts for the performance of the same or similar type work contemplated herein, and to do so will not breach or otherwise violate the contract.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Definitions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

1. **DEFINITIONS.** For this Contract certain words, phrases and terms shall have special meaning as defined herein. Furthermore, words used in the present tense shall include the future; words used in the singular shall include the plural; words in the plural shall include the singular; and words in the neutral or masculine gender are inclusive and do not in any way connote a specific gender.
 - 1.1 Bid Documents: The whole of the Invitation for Bid packet, which consists of all documents listed in the index of said bid packet and all Addenda thereto.
 - 1.2 Bid Price: Total amount quoted by bidder for performing the Scope of Work described in the Bid Documents
 - 1.3 Bid Form: The approved County form on which the bidder affixes an authorized signature certifying that the bidder has carefully reviewed the Scope of Work and is willing to perform said Scope of Work and furnish all labor, equipment and materials necessary to complete said Work for an amount not to exceed the bid price quoted.
 - 1.4 Bid Security: A cashier's check, certified check, or surety bond written by a surety holding a certificate of authority to transact surety business in Arizona, in the amount of ten percent (10%) of the total bid price to guarantee the bidder will enter into the contract if the bid is accepted and which is the agreed amount of liquidated damages in case of failure to enter into Contract or provide contract security.
 - 1.5 Bidder: An individual, partnership, firm, corporation, or any acceptable combination thereof, or joint venture responding to an Invitation to Bid by submitting a signed Bid.
 - 1.6 Board: Pinal County Board of Supervisors.
 - 1.7 Calendar Days: A period of time meaning consecutive days including Saturdays, Sundays and holidays.
 - 1.8 Change Order: Amendment of the Contract, Contract Documents or both, which is not effective until after approval by the Contractor and the Pinal County Board of Supervisors. Approval by the Board of Supervisors shall be in accordance with the provisions of paragraph 4 of the General Provisions of this contract. These changes include but are not limited to adding additional streets or roadway segments to the Scope of Work.
 - 1.9 Channel: A natural or artificial watercourse.
 - 1.10 Contract Administrator: Director of the Pinal County Department of Public Works, who reviews and approves recommendations for all contracts, change orders and pay estimates to the Board of Supervisors.
 - 1.11 Contract Bonds/Contract Security (Performance Bond and Labor and Material Payment Bond): The approved forms of security, furnished by the successful bidder/contractor the Contractors surety or sureties, guaranteeing the full and complete performance of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts including the payment of all taxes pertaining to the Scope of Work.
 - 1.12 Contract/Contract Documents: The written instrument between Pinal and the contractor entitled "Contract Agreement" and the Bid Documents, as defined above, constitute the entire Contract/Contract Documents after (a) award of the Contract; (b) the successful bidder has furnished the required security and insurance and executed the Contract Agreement; (c) Pinal has accepted and approved the security; and (d) execution of the Contract Agreement by Pinal.
 - 1.13 Contract Time: The number of calendar days allowed for completion of the Contract, including authorized time extensions. If a specified completion date is shown in lieu of the number of working or calendar days, the contract time expires on that date and the Contract shall be completed on or before that date or the date of any authorized extension.
 - 1.14 Contractor: A bidder in whose favor the Pinal County Board of Supervisors has awarded the Contract and who has provided the necessary Contract security, met the required insurance requirements and entered into a contract agreement with Pinal.
 - 1.15 County Engineer or Engineer: The Pinal County Engineer, acting by and under authority of the laws of the State of Arizona, or the County Engineer's designee acting under the County Engineer's supervision, on behalf of the Pinal county Board of Supervisors.
 - 1.16 Culvert: Any structure not classified as a bridge which provides an opening under the roadway.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Definitions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

- 1.17 Days: Calendar days (see above).
- 1.18 Department: The Pinal County Department of Public Works.
- 1.19 Director: The Pinal County Department of Public Works, acting in the official capacity as said Director.
- 1.20 Equipment: All machinery and equipment, together with the necessary supplies for upkeep and maintenance and also tools and apparatus necessary for acceptable completion of the Scope of Work.
- 1.21 Holidays: The legal holidays as defined in the latest revisions at the time of bidding, of the Arizona Revised Statutes, Title 1, Chapter 3, §1-301.
- 1.22 Laboratory: A testing laboratory that has been approved by Pinal to perform testing and that has been determined by Pinal to be free from any conflict of interest.
- 1.23 Labor and Material Payment Bond: A payment bond furnished by Contractor and Contractor's surety or sureties for the full amount of the Bid Price to guarantee payment to laborers and material supplies.
- 1.24 Materials: Any substances specified for use in the construction of the Project.
- 1.25 Material Supplier: One who fabricates, or processes an item off the Project Site, and who may or may not delivery this to the Project Site. For purposes of this definition, a supplier shall not include one how establishes a fabricating process or facility expressly for use of the Project, whether on or off the Project Site; or one who performs work on the Project Site that is incorporated into the Project.
- 1.26 Notice of Award: Written notice to the successful bidder notifying that the bid has been accepted by the Pinal County Board of Supervisors.
- 1.27 Performance Bond: A bond in the full amount of the total Bid Price furnished by Contractor and Contractor's surety sureties to protect Pinal by conditioning release of the bond sum upon Contractors full and complete performance of the Contract and all supplemental agreements thereto.
- 1.28 Plans: The project plans, standard drawings, working drawings and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the Work to be performed. All such documents are to be considered as a part of the plans whether or not they are reproduced in the Invitation for Bid packet.
- 1.29 Progress Payment: Monthly draw against the contract price based on work completed and determined by the Schedule of Values and approved by the Engineer.
- 1.30 Project Plans: Specific details and dimensions peculiar to the Work which are supplemented by the Standard Drawings insofar as they may apply.
- 1.31 Purchase Order: A document which specifies, identifies and/or describes an item, service or supply delivery and/or transportation purchased by Pinal and includes a written note from Pinal to nay contractor or vendor of the start date and the Scope of Work.
- 1.32 Quality Assurance Inspector/QA Inspectors: The Engineer's authorized representative assigned to make detailed inspections of contract performance.
- 1.33 Repetition of Expressions: In order to avoid cumbersome and needless repetition, such phrases as "to the Engineer" and "by the Engineer" shall be understood to mean that when an order, instruction, decision, exercise of judgement or other similar action is indicated, such order, instruction, decision, exercise of judgement or other similar action shall be issued, given, made by or reserved to the County Engineer.
- 1.34 Responsible Bidder: A person who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.
- 1.35 Responsive Bid: A bid which conforms to all material respects to the invitation for bid.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Definitions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

- 1.36 **Schedule of Performance:** A timetable prepared by a bidder given a Notice of Award, to commence running upon Pinal's issuance of a Notice to Proceed, defining the Bidder's projection of significant milestones in the course of the performance of the Contract, as well as the number of days elapsed from the issuance of the Notice to Proceed to each such milestone.
- 1.37 **Schedule of Values:** Prices set by the Contractor for specified divisions of the Work. These prices shall be used to arrive at the amounts due under the contract on the progress payments. They shall include everything for that particular quantity of work which the Contractor expects to be paid, e.g. labor, material, overhead, profit. Equipment costs or rental, transportation.
- 1.38 **Special Detour:** A detour, which requires the contraction of a paved surface and generally does not include any portion of a route utilizing an existing roadway.
- 1.39 **Shop Drawings:** Drawings approved for repetitive use, showing details to be used where appropriate.
- 1.40 **Specifications:** The compilation of provisions and requirements for the performance of the prescribed Scope of Work, which include general, special and technical specifications.
- 1.41 **Subcontractor:** An individual, partnership, firm or corporation or any acceptable combination thereof, or joint venture, which performs any of the prescribed Scope of Work, directly or indirectly for or on behalf of Contractor whether or not in privity of contract with Contractor.
- 1.42 **Superintendent:** Contractor's authorized representative in responsible charge of the Work.
- 1.43 **Surety:** The corporate body bound with and for Contractor, for the full and complete performance of the Contract and for payment of all debts pertaining to the Work.
- 1.44 **Working Day:** A calendar day, exclusive of Saturdays, Sundays, and County recognized holidays, on which weather and other conditions not under the control of Contractor shall permit Contractor's operation to proceed for the major part of the day with the normal working force engaged in performing the controlling item or items of work which would be in progress at that time.
- 1.45 **Working and Supplemental Drawings:** Supplemental design sheets, shop drawings or similar data which Contractor is required to submit to Pinal.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Special Instructions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

1 INQUIRIES

- 1.1 All questions related to this Request for Proposal shall be directed to the Procurement Officer, Lorina Gillette, CPPB at lorina.gillette@pinalcountyaz.gov. Questions should be submitted in writing when time permits. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.
- 1.2 Responders may not contact any County employees other than the Procurement Officer concerning this procurement while the Solicitation and evaluation are in process.

2 OFFER PREPARATION

- 2.1 Contract. Offers shall include a signed Contract form.
The Contract Form shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return the Contract Form may result in rejection of the Offer.
- 2.2 Acknowledgement of Solicitation Addendums. Offers shall include any/all signed Solicitation Addendum(s), as described in section 2.7 of the Uniform Instructions.
Solicitation Addendums are posted on the Pinal County website at the following address: <http://pinalcountyaz.gov/Purchasing/Pages/CurrentSolicitations.aspx>. It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum. Solicitation Addendums shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Addendum may result in rejection of the Offer.
- 2.3 Estimated Quantities. The County does not anticipate considerable activity under contract(s) awarded as a result of this solicitation, therefore, no commitment of any kind is made concerning quantities actually acquired. The quantities that may be reflected in the solicitation are estimates only.
- 2.4 Offer Format. Offers shall follow the following format: The original copy of the Offer shall be clearly labeled "**ORIGINAL**" and shall contain a Title Page that identifies the solicitation number and provides the Responder Name, Address, Telephone Number as well as the Name and Title of the Solicitation Contact Person. The Offer shall be organized into two (2) sections as follows:
 - 2.4.1 Requested Documents.
 - 2.4.1.1 Section One: shall contain the Title Page as well as the following forms: Statement of Bonding Capacity, Addendum Acknowledgement Form, W9 form and signed Offer and Acceptance Form
 - 2.4.1.2 Section Two: shall contain the Subcontractor Selection Plan
 - 2.4.1.3 Section Three: shall contain scanned copies of the Arizona Registrar of Contractors License Identification Card(s). Multiple ID cards by be placed on the same page.
 - 2.4.1.4 Section Four: shall contain the Pricing Matrix.
 - 2.4.2 Requested Questionnaires.
 - 2.4.2.1 Shall contain the completed questionnaire titled JOC Civil Construction Services.
- 2.6 Additional Special Instructions. Responders shall see the attachments within the Solicitation for Additional Special Instructions associated with this Solicitation.
- 2.7 Additional Terms and Conditions. Responders shall see the attachments within the Solicitation for Additional Terms and Conditions.

3 SUBMISSION OF OFFER



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Special Instructions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

- 3.1 **Electronic Documents.** The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the County shall take precedence. As provided in the Solicitation Instructions, Responders are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the County.

4 EVALUATION

- 4.1 **Evaluation.** In accordance with the Pinal County Procurement Code, awards shall be made to the responsible responder(s) whose proposal is determined in writing to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
1. Method of Approach
 2. Experience and Qualifications of the Contractor
 3. Experience and Qualifications of Key Personnel
 4. Conformance to Terms and Conditions
- 4.2 **Clarifications.** Upon receipt and opening of proposals submitted in response to this solicitation, the County may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the Responders the opportunity to alter or change its proposal.
- 4.3 **Negotiations.** County may conduct negotiations with those Responders who's Offers are determined by the County to be reasonably susceptible of being selected for award. Negotiations may be in writing or in person and may include presentations, site visits or demonstrations.
- 4.4 **Responsibility, Responsiveness and Acceptability.** In accordance with Pinal County Procurement Code PC1-328(H), County shall consider the following in determining Responder responsibility as well as the responsiveness and acceptability of their Offer.

Responders may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Responders may not be considered responsible if they have had a contract with the County, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Responders may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the County or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references (including those found outside of the submittal). Other factors that the County may evaluate to determine responsibility include, but are not limited to excessively high or low pricing, compliance with applicable laws, and financial capacity to perform as specified. The County reserves the right to review the qualifications of any key personnel to be assigned to provide services.

Offers may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the Offer in accordance with the evaluation criteria identified in the Solicitation including (i) a completed Offer and Acceptance Form; (ii) completed Solicitation Addendums acknowledging any/all changes to the Solicitation; (iii) a response to the County's Statement of Work, (iv) a price proposal; or (iv) other certifications or bond sureties required in the Solicitation.

- 4.5 **Best and Final Offers.** If negotiations are conducted, the County shall issue a written request for a Best and Final Offer. The request shall set forth the date, time and place for the submission of the Best and Final Offer. Best and Final Offers shall be requested only once, unless the County makes a determination that it is advantageous to conduct further negotiations or change the solicitation requirements.

5 AWARD

- 5.1 **Contract Document Consolidation.** At its sole option, following any contract award(s) the County may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and components of the Contractor's Offer only pertaining to the Solicitation; (ii) revising the Statement of Work to incorporate the Contractor's response, (iii) revising any terms and conditions to incorporate any changes in the Contractor's Offer; (iv) excluding any



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Special Instructions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.

- 5.2 Post Award Meeting. The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Uniform Instructions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

1 INQUIRIES

- 1.1 Duty to Examine. It is the responsibility of each Responder to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- 1.2 Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Responder shall not contact or direct inquiries concerning this Solicitation to any other County employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- 1.3 Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The County shall consider the relevancy of the inquiry but is not required to respond in writing.
- 1.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the County. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.
- 1.5 No Right to Rely on Verbal Responses. A responder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 1.6 Solicitation Addendum. The Solicitation shall only be modified by a Solicitation Addendum.
- 1.7 Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Responders should raise any questions about the Solicitation or the procurement at that time. A Responder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Addendum.
- 1.8 Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2 OFFER PREPARATION

- 2.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall only be submitted through Pinal County's web portal, Bonfire. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile or electronic mail (e-mail) Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- 2.2 Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 2.3 Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Responder's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- 2.4 Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Responder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Responder's preprinted or standard terms will not be considered by the County as a part of any resulting Contract.
 - 2.4.1 Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Uniform Instructions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

- 2.4.2 **Request for Proposals.** All exceptions that are contained in the Offer may negatively affect the County's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
- 2.5 **Subcontracts.** Responder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 2.6 **Cost of Offer Preparation.** The County will not reimburse any Responder the cost of responding to a Solicitation.
- 2.7 **Solicitation Addendum.** Each Solicitation Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Addendum may result in rejection of the Offer.
- 2.8 **Federal Excise Tax.** The County is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the County.
- 2.9 **Provision of Tax Identification Numbers.** Responders are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number by attaching a current W-9 Form.
- 2.9.1 **Employee Identification.** Responder agrees to provide an employee identification number or social security number to the County for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the responder is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate County and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 2.10 **Identification of Taxes in Offer.** The County is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
- 2.11 **Disclosure.** If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Responder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Responder shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 2.12 **Solicitation Order of Precedence.** In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 2.12.1 Terms and Conditions;
 - 2.12.2 Statement or Scope of Work;
 - 2.12.3 Specifications;
 - 2.12.4 Attachments;
 - 2.12.5 Exhibits;
 - 2.12.6 Special Instructions to Responders;
 - 2.12.7 Uniform Instructions to Responders;
 - 2.12.8 Other documents referenced or included in the Solicitation; and
 - 2.12.9 Individual Job Order Assignment
- 2.13 **Delivery.** Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
- 2.14 **Federal Immigration and Nationality Act.** By signing of the Offer, the Responder warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Responder shall have 5 days from receipt of the request to supply adequate



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Uniform Instructions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

- 2.15. Offshore Performance of Work Prohibited
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.

3 SUBMISSION OF OFFER

- 3.1 Online Offer Submission. Each offer shall be submitted through Pinal County's web portal, Bonfire.

Requested Information

<u>Name</u>	<u>Type</u>	<u># Files</u>	<u>Requirement</u>	<u>Instructions</u>
Section 1: Cover Sheet, Statement of Bonding Capacity, Addendum Acknowledgement Form, W9, Offer & Acceptance Form	File Type: Any	Multiple	Required	
Section 2: Subcontractor Selection Plan	File Type: Any	Multiple	Required	
Section 3: Scanned copies of Arizona Registrar of Contractors License Identification Card(s)	File Type: Any	Multiple	Required	
JOC Asphalt Maintenance & Repair Services (Q-13MO)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Asphalt Maintenance & Repair Services (BT-05AQ)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the project listing on the Bonfire portal.

Upload your submission at:

<https://pinalcountyaz.bonfirehub.com/opportunities/7907>



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Uniform Instructions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

- 3.2 Offer Due Date. The exact due date and time that offers are due as stated on the Solicitation cover page.
- 3.3 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 3.4 Public Record. All Offers submitted and opened are public records and must be retained by the County. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the County. If a Responder believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The County shall determine whether the identified information is confidential pursuant to the Pinal County Procurement Code.
- 3.5 Non-collusion, Employment, and Services (Certification). By signing the Offer and Acceptance Form or other official contract form, the Responder certifies that:
- 3.5.1 The Responder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- 3.5.2 The Responder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.
- 3.6 Gratuities Prohibited/Integrity of Offers. The Responder affirms they have not given, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to any employee of Pinal County in connection with the submitted Bid or Proposal. After award, the County may cancel this contract by giving written notice to the Contractor if it is found that any gratuity, gift or other prohibited item were offered or given to any County officer or employee. In the event the County cancels this contract pursuant to this provision, they shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Responder the amount of the gratuity.
- 3.7 Lobbying Prohibited. Responders are hereby advised that lobbying is not permitted with any County personnel or members of the Board of Supervisors related to or involved with this Solicitation until the recommendation for award has been posted in the Procurement Office.
- 4 EVALUATION**
- 4.1 Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 4.2 Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 4.3 Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
- 4.4 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 4.5 Disqualification. A Responder (including each of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 4.6 Offer Acceptance Period. A Responder submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, a Responder shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- 4.7 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the County reserves the right to:
- 4.7.1 Waive any minor informality;
- 4.7.2 Reject any and all Offers or portions thereof; or
- 4.7.3 Cancel the Solicitation.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Uniform Instructions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

5 AWARD

- 5.1 Number or Types of Awards. The County reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the County. If the Procurement Officer determines that an aggregate award to one Responder is not in the County's best interest, "all or none" Offers shall be rejected.
- 5.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Responder to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Board of Supervisors, County Manager, Chief Financial Officer, or their designee's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 5.3 Effective Date. The effective date of this Contract shall be the date that the Board of Supervisors, County Manager, Chief Financial Officer, or their designee signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract or Contract Award.

6. Protests

- 6.1 Protests. A protest shall comply with and be resolved according to the Pinal County Procurement Code Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the Finance Director. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after contract award. A protest shall include:
- 6.1.1 The name, address and telephone number of the protester;
 - 6.1.2 The signature of the protester or its representative;
 - 6.1.3 Identification of the purchasing agency and the Solicitation or Contract number;
 - 6.1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - 6.1.5 The form of relief requested.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Terms & Conditions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

1. Statement of Work

The Contractor, under the general supervision of the County, shall perform services as are necessary for the Work Assignment and according to the directions and designated standards of the County, and in accordance with the Statement of Work. It is understood and agreed that the County's authorized representative shall be the Department of Public Works Director or his/her duly authorized representative, hereinafter called the "Agent". For purposes of this contract, the Agent's duly authorized representative shall be the Project Manager and he/she shall be the sole contact for administering this contract.

Contractor shall provide services, and complete in a workmanlike and substantial manner and to the satisfaction of the Department of Public Works Director, Job Order assignments for the County, and furnish at its own cost and expense all necessary machinery, equipment, tools, apparatus, and labor to complete the work in the most substantial and workmanlike manner according to the Specifications and Work Assignment on file with the County and such modifications of the same and other directions that may be made by the County as provided herein. The Contractor shall meet periodically with the County Agent so as to keep the County informed of the progress of the work in accordance with each work assignment.

2. Contract Documents:

2.1 The Contract Documents. (Plans, Specifications, Addenda, if any, Affidavits, Performance Bond, Payment Bond, Certificates of Insurance and Change Orders, if any) are by this reference made a part of this Contract and shall have the same effect as though all of the same were fully inserted herein.

2.2 Contract Document Consolidation. At its sole option, following any contract award(s) the County may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and components of the Contractor's Offer only pertaining to the Solicitation; (ii) revising the Statement of Work to incorporate the Contractor's response, (iii) revising any terms and conditions to incorporate any changes in the Contractor's Offer; (iv) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.

3. Time of Completion:

Contractor further covenants and agrees at its own proper cost and expense, to complete all work for the construction of assigned Job Orders and to completely construct the same and provide the services therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Work Assignment.

4. Contract Term, Extension, Price Adjustment:

The term of any resultant contract will commence on the date of award and will continue for one year unless canceled, terminated or extended as otherwise provided herein. The contract shall not bind nor purport to bind, the County for any contractual commitment in excess of the original contract period. The County shall have the sole option to extend the contract for four (4) additional one (1) year periods or a portion thereof. If the County exercises such rights, all terms, conditions and provisions of the original contract shall remain in the same and apply during the extension period.

The Procurement Officer may review a fully documented request for a price increase only after the Contract has been in effect for two years. Any requested increase(s) shall be based on an unmitigable cost increase to the Contractor that was clearly unpredictable at the time of the Offer and is directly correlated the cost of the goods or services contractually covered. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. Requests for adjustment must be received by the Procurement Officer 120 days prior to contract renewal. The County shall have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form and format of the presentation as it deems necessary to validate the Contractor's request for a price adjustment. Failure to respond to the County's request within the time frame specified shall nullify the Contractor's request. The County shall determine whether the requested price increase is in its best interest and adjustments shall be subject to availability of monies appropriated.

Price reductions may be submitted to or requested by the County for consideration at any time during the Contract period. The County, at its own discretion may accept a price reduction. Price reductions will become effective upon acceptance by the Department.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Terms & Conditions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

The price increase adjustment, if approved, will be effective upon the date of the contract extension. Price reductions will become effective upon acceptance by the County.

5. Eligible Agencies (Cooperative Usage):

This contract shall be for the permissive use by Pinal County. The County has entered into various purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others.

6. Payments:

6.1 Compensation. As full consideration for the satisfactory performance by the Contractor of Work prescribed under the Contract, the County shall pay Contractor the amounts specified in the individual Job Orders.

6.2 Invoices. Contractor shall submit invoices to:

Pinal County Finance Department
PO Box 1348
Florence, AZ 85132

OR FinanceInvoices@pinalcountyaz.gov

6.3 Job Order Cost Proposal Structure. For each Job Order, the Contractor shall prepare a Job Order Cost Proposal with the sufficient level of cost detail as required by the County. Cost detail may include, but is not limited to: schedule of values, work schedule, direct labor cost and fringe benefits, direct material costs (supported by quotes), direct equipment costs (supported by quotes), cost of subcontractors (supported by quotes), and allowable indirect costs (includes insurance). The Contractor shall utilize the markups established in the JOC Bid Table to calculate the overhead and profit for all Job Order Cost Proposals, unless otherwise requested by the County. Profit on subcontractors/subconsultants shall not exceed 5 percent.

6.4 Progress Payments. Should an individual Job Order require more than thirty (30) days to complete, The County shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by the County, on estimates of Work completed submitted by the Contractor and approved by the County. Contractor shall use an acceptable invoice from and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, the County will authorize payment for material delivered on the site and preparatory work done if Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

6.5 Owner's Property. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the County. But this provision shall not be construed as:

6.5.1 Relieving the Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or

6.5.2 Waiving the right of the County to require the fulfillment of all the terms of the Contract.

6.6 Approval and Certification. An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the County or the County's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. The County may withhold an amount from the progress payment sufficient to pay the expenses the County reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payment shall be paid on or before thirty days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the County on submission to any person designated by the County for the submission, review or approval of the estimate of the Work.

6.7 Unpaid Amounts. The County shall pay all unpaid amounts due the Contractor under this Contract within thirty (30) days, after:

6.7.1 Completion and acceptance of the Work;



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Terms & Conditions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

- 6.7.2 Presentation of a properly executed invoice;
- 6.7.3 Presentation of a fully executed Certificate of Performance provided by the County; or
- 6.7.4 Consent of Contractor's surety, if any.

7. Termination:

The County hereby gives notice that pursuant to A.R.S. § 38-511 A, this contract may be canceled without penalty or further obligation within three years after execution if any person significantly involved in initiation, negotiation, securing, drafting or creating the contract on behalf of the County is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a Contractor to any other party of the contract with respect to the subject matter of the contract. Cancellation under this section shall be effective when written notice from the Public Works Director of the County is received by all of the parties to the contract. In addition, the County may recoup any fee or commission paid or due to any person significantly involved in initiation, negotiation, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as a result of the contract.

8. Negotiation Clause:

Recovery of damages related to expenses incurred by Contractor for a delay for which the County is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the parties to the contract, shall be negotiated between Contractor and the County. This provision shall be construed so as to give full effect to any provision in the contract, which requires notice of delays, provides for arbitration or other procedure for settlement or provides for liquidated damages.

9. Compliance with Laws:

Contractor is required to comply with all Federal, State and local ordinances and regulations. Contractor's signature on this contract certifies compliance with the provisions of the I-9 requirements of the Immigration Reform Control Act of 1986 for all personnel that Contractor and any subcontractors employ to complete this project. It is understood that the County shall conduct itself in accordance with the provisions of the Pinal County Procurement Code.

10. Anti-Discrimination Provision:

The Contractor shall comply with State of Arizona Executive Order No. 2009-9 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

11. Indemnification:

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees, from any and all liability, demands, proceedings, suits, actions, claims, losses, costs and damages of every kind and description, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to indemnify and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims or employee's liability claims, damages, losses or expenses (including but not limited to attorney's fees, court costs and/or arbitration costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting there from, caused by or contributed to, in whole or in part, by any negligence, recklessness or intentional wrongful conduct, whether active or passive, of Contractor, its employees, agents, representatives, any tier of Contractor's subcontractors, their employees, agents or representatives or anyone directly or indirectly employed by Contractor or its subcontractors or anyone for whose acts Contractor or its subcontractor's may be liable. The amount and type of insurance coverage requirements set forth in the Contract Documents or remuneration of any insurance coverage herein provided shall in no way be construed as limiting the scope of the indemnity in this paragraph. Such indemnity shall be required by Contractor from its subcontractors on behalf of Pinal.

12. Insurance Requirements:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Terms & Conditions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Worker's Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

Commercial General Liability

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

Automobile Liability

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

Workers' Compensation

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement.

Certificates of Insurance

Prior to commencing work or services under this Contract, Contractor shall furnish County with Certificates of Insurance in a form acceptable to County, or formal endorsements as required by the Contract in the form provided by the County, issued by



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Terms & Conditions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to County.

13. Israel Boycott Prohibited:

Contractor hereby certifies to Pinal County as follows: that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of Israel pursuant to A.R.S. § 35-393.01(A). Further that a breach of this Certification shall constitute a material breach of this Contract that is subject to penalties up to and including termination of this Contract and that Pinal County retains the legal right to inspect the records of Contractor to ensure compliance with this Certification.

14. Performance of Work:

14.1 **Job Order Agreement.** Performance of the Work shall be undertaken only upon the issuance of written Job Order Purchas Orders by the County. Job Orders shall be in accordance with the requirements specified in the Statement of Work and shall set forth, with the necessary particularity, the following:

- 14.1.1 Contract number along with the Job Order Contractor's name;
- 14.1.2 Job Order number and date;
- 14.1.3 The agreed Work and applicable technical specifications and drawings;
- 14.1.4 The agreed period of performance and, if required by the County, a work schedule;
- 14.1.5 The place of performance;
- 14.1.6 The agreed total price for the Work to be performed;
- 14.1.7 Submittal requirements;
- 14.1.8 The County's authorized representative who will accept the completed Work;
- 14.1.9 Signatures by parties hereto signifying agreement with the specific terms of the Job Order; and
- 14.1.10 Such other information as may be necessary to perform the Work.

14.2 Job Order Contractor Duties and Obligations.

- 14.2.1 **Permits & Responsibilities.** Job Order Contractor shall be responsible for processing of drawings for approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and for complying with any Federal, State and municipal laws, codes and regulations applicable to the performance of the Work. The County will reimburse Contractor for the actual, documented costs of construction permits required for the performance of the Work. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.
- 14.2.2 **Self-Performance by the Job Order Contractor.** The Job Order Contractor shall be allowed to bid as a subcontractor for work over \$50,000 and if it is the lowest acceptable bidder. Any change orders for self-performed work shall require pre-approval by the County.
- 14.2.3 **Jobsite Superintendent.** During performance of a Job Order and until the Work is completed and accepted, Contractor shall directly superintend the Work or assign a competent superintendent who will



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Terms & Conditions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

supervise the performance of Work and is satisfactory to the County and has authority to act for Contractor.

Contractor will ensure that the site supervisor for the project is English proficient and that there is at least one English proficient person at the construction site at all times work is being performed in order to communicate with the County's project manager.

- 14.2.4 Construction Layout. Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Contractor shall also be responsible for maintaining and preserving all control points established by the County.
- 14.2.5 Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the County Engineer or his designee. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405 and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments or lot corners moved or destroyed during construction at no cost to the County. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the County elects to replace survey benchmarks using their own forces.
- 14.2.6 Traffic Regulations. All traffic affected by this construction shall be regulated in accordance with City of Phoenix – Traffic Barricade manual, latest edition.

At the time of the pre-construction meeting, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures as necessary. At the same time the County will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried throughout the work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazards and accidents.

All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS signs in accordance with the Traffic Barricade Manual.

The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

All barricades and obstructions shall be illuminated at night and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes.

The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the County at least forty eight (48) hours in advance for County personnel to temporarily relocate said signs. The County Engineer or designee will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications. Payment for this item shall be made at the agreed upon contract allowance price for Traffic Control.

When determined necessary by the Contractor, an off-duty Pinal County Sherriff Officer shall be used for traffic control. Contact shall be made through the Pinal County Sherriff's Officer Representative, Malita Arellano, 520-866-5109. Deputy time, including vehicle and equipment shall be measured by



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Terms & Conditions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

the hour for each hour required to perform traffic control duties. Any time over three (3) hours shall be measured by the hour.

The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.

Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.

During construction it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.

No street within the project may be closed to through traffic or to local emergency traffic without prior written approval of the County Engineer. Written approval may be given if sufficient time exists to allow for notification of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the County Engineer.

Caution should be used when excavating near intersections with traffic signal underground cable. Notify the County Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the County Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed Sheriff's Deputy to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the County Engineers satisfaction. Magnetic detector loops shall under no circumstances be spliced.

The Contractor shall address how local access to adjacent properties will be handled in accordance with the specifications herein.

Where crossings of existing pavement occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the County Engineer or his designee. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

14.2.7 Operations & Storage. Contractor shall confine all operations (including storage of materials) to areas authorized by the County.

14.2.8 Cleaning Up & Refuse Disposal. Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment and materials that are not the property of the County. Upon completing the Work, Contractor shall leave the site in a clean and orderly condition satisfactory to the County.

Final cleanup of the premises shall be included in the period of performance of the Job Order.

Contractor shall be responsible for all construction refuse disposal containers and their removal from the site.

Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by the County unless the County requires the Contractor to dispose of the materials, in which case, an equitable adjustment in the price will be negotiated and agreed.

14.2.9 Existing Improvements and Utilities. Contractor shall protect from damage all existing improvements and utilities to or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by the Contractor. Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Terms & Conditions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

Contractor fails or refuses to repair the damage promptly, the County may have necessary repair work performed and charge the cost to the Contractor.

- 14.2.10 **Safety.** Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Contractor shall indemnify the County for fines, penalties, and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, if any, agents, employees and assigns and its failure to comply with such safety rules and regulations.

The County reserves the right to approve and monitor the Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Owner, shall be cause for the termination of the Job Order.

14.3 Owner Rights and Obligations.

- 14.3.1 **Suspension of Work.** Owner may order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for a period of time that the County determines reasonable appropriate.

If the performance of all or any part of the Work is suspended, delayed, or interrupted by an act of the County in the administration of a Job Order or by the County's failure to act within the time specified in the Job Order, an adjustment shall be made for any increase in the cost of performance of the Job Order necessarily caused by the suspension, delay or interruption, and the Job Order will be modified in writing accordingly.

A claim under this subparagraph 13.3.1 shall not be allowed for any costs incurred more than thirty (30) calendar days before Contractor shall have notified the County in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay or interruption, but not later than the date of final payment under the Job Order.

- 14.3.2 **County's Right to Possession.** The County shall have the right to take possession of or use any complete or partially completed part of the Work. Before taking possession of or using any Work, the County shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that the County intends to take possession of or use. However, failure of the County to list any item of Work shall not relieve the Contractor of responsibility for complying with the terms of this Contract. County possession or use shall not be deemed an acceptance of any Work under this contract.

While the County has such possession or use, Contractor shall be relieved of the responsibility for the loss of or damage of the Work resulting from the County's possession or use. Notwithstanding the terms of subparagraph 14.2.1. If prior possession or use by the County delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

- 14.3.3 **Other Contracts.** The County may undertake or award other Contracts for additional work at or near the site of Work under this contract. Contractor shall fully cooperate with the other Contractors and with the County's employees and shall carefully adapt scheduling and performing the Work under this contract to accommodate the additional work, heeding any direction that may be provided by the County. Contractor shall not commit or permit any act that will interfere with the performance of its Work by any other contractor or by County employees.

- 14.3.4 **Job Order Amendment.** Job Orders may be amended by the County in the same manner as they are issued.

- 14.3.5 **Job Order Value.** The maximum Job Order value is One Million Dollars (\$1,000,000), except as provided by §17.1.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Terms & Conditions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

15. Job Order Documents:

- 15.1 Specifications and Drawings. Anything mentioned in the specifications and not shown in the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the County, who shall promptly make a determination in writing. Any adjustment by Contractor without such a determination shall be at its own risk and expense. The County shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.
- 15.2 Show Drawings. Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Contractor to explain in detail specific portions of the Work. The County may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract. Show drawings means drawings submitted to the County by the Contractor showing in detail:
- 15.2.1 The proposed fabrication and assembly of structural elements;
 - 15.2.2 The installation (i.e. form, fit and attachment details) of materials or equipment, and
 - 15.2.3 The construction and detailing of elements of the Work.
- 15.3 Shop Drawing Coordination. Contractor shall coordinate all shop drawings, and review them for accuracy, completeness and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the County without evidence of Contractor's approval may be returned for resubmission. The County will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate County's reason therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the County shall not relieve Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with §14.3 below.
- 15.4 Shop Drawing Modification. If shop drawings show variations from the Job Order requirements, Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.
- 15.5 Shop Drawing Omissions. Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Contractor from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- 15.6 Owner Furnished Drawings. Contractor shall check all County furnished drawings immediately upon receipt and shall promptly notify the County of any discrepancies. Any errors or omissions in the County furnished drawings are the responsibility of the County to rectify, including associated costs. Figure marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.
- 15.7 Show Drawing Submittal. Contractor shall submit to the County for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by the County and one set will be returned to the Contractor with annotation of approval or rejection within one (1) week after submission, unless a longer review period is necessary by mutual agreement between the County and the Contractor.
- 15.8 Use of Job Order Documents. All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Contractor or developed by Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part here of, shall be



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Terms & Conditions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

the property of the County and may be used by the County without any claim by the Contractor for additional compensation, unless such material developed by Contractor does not result in an issued Job Order. In such cases, Contractor will receive reasonable reimbursement for the development of such materials before the County uses them in any manner whatsoever. In addition, the County agrees to hold the Contractor harmless to the extent permitted by law from any legal liability arising out of the County's use of such material.

16. Contract Changes:

16.1 County Changes. The County may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes:

- 16.1.1 In the specifications (including drawings and designs);
- 16.1.2 In County furnished facilities, equipment, materials, services, or site; or
- 16.1.3 Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

16.2 County Change Orders. Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from the County that causes a change shall be treated as a change order under this section; provided, that the Contractor gives the County timely written notice stating the date, circumstances and source of the order that Contractor regards the order as a change order.

16.3 Contract Adjustments. Except as provided in this section, no order, statement or conduct of the County shall be treated as a change under this section or entitle Contractor to an equitable adjustment hereunder.

16.4 Modification of the Job Order. If any change under this section causes an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, the County shall negotiate an equitable adjustment and modify the Job Order in writing.

16.5 Contractor Proposals. Contractor must submit any proposal under this section within thirty (30) calendar days after:

- 16.5.1 Receipt of a written change order under section 16.1 above; or
- 16.5.2 The furnishing of a written notice under section 16.2 above by submitting to the County a written statement describing the general nature and amount of the proposal, unless this period is extended by the County. The statement of proposal for adjustment may be included in the notice under section 16.2 above.

16.6 Final Payment Limitation. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

16.7 Contractor Extension Justification. The Contractor shall furnish to the County a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

16.8 Contractor Price Breakdown Structure. Contractor, in connection with any proposal it makes for a Job Order change, shall furnish a price breakdown itemized as required by the County and the pricing matrix as required in the awarded contract.

17. ARS Title 34 Provisions:

17.1 The maximum dollar amount of an individual job order shall be One Million Dollars (\$1,000,000) or such higher or lower amount prescribed by the County in an action notice pursuant to ARS Title 38, Chapter 3, Article 3.1 or a rule adopted by the County as the maximum amount of an individual job order. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement.

17.2 If the Contractor subcontracts or intends to subcontract part or all of the work under a job order and if this contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of job orders based on the number of units of standard individual task in the job order, then:



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Terms & Conditions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

- 17.2.1 The Contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the Contractor to do all or part of the work under one or more job orders:
- 17.2.1.1 A copy of the description of all standard individual tasks on which the subcontractor is invited to bid.
 - 17.2.1.2 A copy of the standard unit prices for the individual tasks on which the subcontractor is invited to bid.
- 17.2.2 If not previously delivered to the subcontractor, the Contractor has a duty to delivery promptly the following to each subcontractor invited to or that has agreed to do any of the work included in any job order:
- 17.2.2.1 A copy of the description of each standard individual task that is included in the job order and that the subcontractor is invited to perform.
 - 17.2.2.2 The number of units of each standard individual task that is included in the job order and that the subcontractor is invited to perform.
 - 17.2.2.3 The standard unit price for each standard individual task that is included in the job order and that the subcontractor is invited to perform.
- 17.2.3 The County will include the full street or physical address of each separate location at which the construction will be performed for each individual Job Order. The Contractor (and on behalf of each subcontractor at any level) hereby agrees to include in each of its subcontracts the same address information. The Contractor and each subcontractor at any level shall include in each subcontract the full street or physical address of each separate location at which construction work will be performed.

18. Contract Administration and Operation

To the extent applicable Contractor shall comply with the following provisions.

- 18.1 Notice to Proceed/Ordering Authority. The Contractor agrees to render goods or services promptly and diligently upon receipt of a written purchase order or notice to proceed. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract. Any attempt to represent any product not specifically awarded under this Contract is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, contract termination, suspension and/or debarment of the Contractor. A signed Contract and valid purchase order must be in place prior to the start of any work each year, including renewal periods.
- 18.2 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the County at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 18.3 Contractor Business Facilities and Business Practices. The Contractor's personnel, facilities and equipment shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances, privilege license and permit requirements, whether or not they have been referenced by the County.

Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws, in addition to all applicable OSHA regulations. The Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance with all such laws and regulations prior to the contract commencement date and to maintain compliance throughout the duration of the contract.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Terms & Conditions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

- 18.4 **Affirmative Action.** Contractor agrees to abide by the provisions of the County Affirmative Action Program. Contractor, their subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals. Upon request, the Responder/Contractor agrees to submit the following reports to the County's Office of Equal Opportunity Programs:
- Part A. Employment Information Report
 - Part B. Equal Employment Opportunity/Affirmative Action Policy Plan;
 - Part C. Employer Equal Employment Opportunity (EEO) Workforce Profile.
- All such reports on file with the Equal Employment Opportunity Office will be updated at least annually. The Equal Employment Opportunity Office may for good cause recommend to the County's Chief Financial Officer that failure to comply with the requirements of this subsection be waived and that the submittal be accepted contingent upon receipt of the required reports before a notice to proceed is issued.
- 18.5 **Drug Free Workplace Program.** Contractors are hereby advised that Pinal County has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with the County, to ensure the safety and health of employees working on its contracts/projects. The Contractor shall require a drug free workplace for all employees working under the contract. Specifically, all Contractor employees who are working under this contract shall be notified in writing by the Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. The Contractor agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties. Failure to require a drug free workplace in accordance with the Policy may result in termination of the contract and possible debarment from bidding on future contracts/projects.
- 18.6 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and six (6) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 18.7 **Facilities Inspection and Materials/Service Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The County shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the County determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the County for testing and inspection. All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned. If defective goods are returned or services must be re-performed, all costs are the responsibility of the Contractor.
- 18.8 **Notices.** Notices to the Contractor required by this Contract shall be made by the County to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the County required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 18.9 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 18.10 **Property of the County.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the County.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Terms & Conditions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

- 18.11 Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the Pinal County or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 18.12 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the County shall be considered the creator of such Intellectual Property. The Pinal County department requesting the issuance of this contract shall own (for and on behalf of the County) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the County, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the County and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the County. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the County without the express written authorization of the Pinal County department requesting the issuance of this contract.
- 18.13 Confidentiality of Records. The Contractor shall maintain the confidentiality and privilege of any documents that the Contractor has access to which have been designated by the County as confidential or privileged. The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.
- 18.14 Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The County shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the County determine that the contractor and/or any subcontractors be found noncompliant, the County may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 18.15 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 19. Price Adjustment for Bituminous Materials**
- 19.1 Description
Price adjustment shall be calculated based on price changes of bituminous material occurring between the submittal deadline date for the JOC technical and price proposals and the date that the material is delivered or used. Price adjustment shall be bi-directional, potentially increasing or decreasing contract payments.
- The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt and shall apply only to specific pay items requiring these materials.
- The contract unit price for each item of bituminous material shall include all costs for furnishing, hauling, handling, spreading, and mixing of the material required, including the "initial cost" of bituminous material and all applicable taxes, bonds, and insurance premiums; but excluding any difference in the cost of bituminous material that occurs between the



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Terms & Conditions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

submittal deadline date for the JOC price proposal and the date that the material is delivered or used and the cost of taxes, bonds and insurance directly attributed to the price adjustment amount for bituminous materials.

19.2 Measurement Emulsified Asphalt

The tons of emulsified products to which the adjustment will be applicable will be the tons of the bituminous material within the emulsion. The Contractor shall weigh or measure the truck or trailer tank prior to and after placing the emulsion and will be paid based upon the difference in the weight.

19.3 Payment

The "initial cost" of asphalt cement, liquid asphalt and emulsified asphalt will be the quarterly cost determined by the Arizona Department of Transportation (ADOT) based on selling prices of asphalt and all materials published by the ADOT.

The bituminous material "initial cost" price is issued each month in memorandum form by ADOT's Contract and Specifications Section of the Intermodal Transportation Division under "Price Adjustment for Bituminous Material" title. The price is the arithmetic average of the high and low selling prices for asphalt cement shown for the previous quarter in the ADOT escalator.

This price will be deemed to be the "initial cost" for bituminous material of all types, grades, etc., on projects on which bids are opened during the following month. This price may be obtained from the ADOT website: <http://www.azdot.gov/business/ContractsandSpecifications/PriceAdjustmentforBituminousMaterialandDieselFuel> For each item of bituminous material for which there is a specific pay item, an adjustment in compensation will be made for either an increase or decrease in the price of asphalt cement as shown in the ADOT memorandum, current for the date of use of the material, as compared to the "initial cost".

Adjustments in compensation for emulsified asphalt will be made for the bituminous material prior to dilution.

The tons of bituminous materials which are paid for on an invoice basis to which the adjustment will be applicable are the tons which have been delivered to the project and subsequently incorporated into the work. The adjustment will be applicable on the date of use of the bituminous material.

Price Adjustment for Bituminous Materials shall include an adjustment for the actual change in cost of premiums on required payment and performance bonds, the actual change in cost of premiums for property damage and/or public liability insurance, and the change in sales tax (identified in Section 109.2.3) liability incurred as a result of the price adjustment for bituminous materials. The Contractor shall provide documentation to determine the adjustment for the actual change in cost of premiums on required payment and performance bonds, property damage and/or public liability insurance, and sales tax.

No additional compensation will be made for any additional or increased charges, costs, expenses, etc., which the Contractor may have incurred since the time of the Price proposal submittal which may be the result of any increase in the "initial cost" of bituminous material.

The Price Adjustment for Bituminous Materials will be made in the next regular payment following actual use or application of the bituminous material and may cause an increase or decrease in payments. Quarterly billing shall be identified as:

- Quarter 1; July - September, released end of June
- Quarter 2; October -December, released end of September
- Quarter 3; January - March, released end of December
- Quarter 4; April - June, released end of March



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Addendum Acknowledgement Form

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Addendums are posted on the Pinal County website at the following address:

<http://pinalcountyz.gov/Purchasing/Pages/CurrentSolicitations.aspx> . It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum.

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date:

ADDENDUM NO. 1 Acknowledgement _____
Signature Bryan Glazer - Managing Partner Date

ADDENDUM NO. 2 Acknowledgement _____
Signature Bryan Glazer - Managing Partner Date

ADDENDUM NO. 3 Acknowledgement _____
Signature Bryan Glazer - Managing Partner Date

If no addendums were issued, indicate below, sign the form and return with your response.

Firm



PINAL COUNTY
WIDE OPEN OPPORTUNITY

W-9 Form

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

W-9 FORM

Download W-9 Form from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Responder's Checklist

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

RESPONDERS CHECKLIST

	Yes/No
Did you include your signed Offer sheet? <i>See Page 34 & 35 of this solicitation.</i>	
Did you acknowledge all addendums, if any? <i>See page 31. Any addendums would be uploaded in Bonfire.</i>	
Did you complete and include all required Response Forms? <i>Any Response forms would be available in Bonfire.</i>	
Did you include your W-9 Form? <i>See page 32 of this solicitation.</i>	
Did you include any necessary attachments?	
Did you follow the order for submissions of documents? <i>See Section 2.4 – Offer format in the Special Instructions of this solicitation.</i>	
Did you include proof of insurance(s) if requested?	



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Offer and Acceptance

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

	Managing Partner
Authorized Signature	Title
Bryan Glazer	5/22/2018
Printed Name	Date
Cactus Asphalt, A Division of Cactus Transport, Inc.	623-907-2800
Company Name	Telephone
8211 W. Sherman St	Tolleson AZ 85353
Address	City, State, Zip

For clarification of this offer, contact:

Name: Jeff Abram Phone: 623-907-2800 Fax: 623-907-2900

Email: jabram@cactusasphalt.com

ACCEPTANCE OF OFFER (For Pinal County Use Only)

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for: JOC Asphalt Maintenance & Repair Services

This contract shall henceforth be referenced to as Contract No. 175923. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this _____ day of _____ 2018.

Name (Print)	Title	Signature
---------------------	--------------	------------------

Approved as to form:

Pinal County Attorney's Office



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Offer and Acceptance

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

Cactus Asphalt, A Division of Cactus Transport, Inc.
Company Name

Authorized Signature Bryan Glazer - Managing Partner



PINAL COUNTY
WIDE OPEN OPPORTUNITY

End of Solicitation



PINAL COUNTY
WIDE OPEN OPPORTUNITY

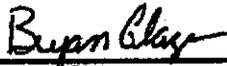
Offer and Acceptance

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

	Managing Partner
Authorized Signature	Title
Bryan Glazer	5/22/2018
Printed Name	Date
Cactus Asphalt, A Division of Cactus Transport, Inc.	623-907-2800
Company Name	Telephone
8211 W. Sherman St	Tolleson AZ 85353
Address	City, State, Zip

For clarification of this offer, contact:

Name: Jeff Abram Phone: 623-907-2800 Fax: 623-907-2900

Email: jabram@cactusasphalt.com

ACCEPTANCE OF OFFER
(For Pinal County Use Only)

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for: JOC Asphalt Maintenance & Repair Services

This contract shall henceforth be referenced to as Contract No. 175923. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this 27th day of June, 2018.

<u>Todd House</u>	<u>Chairman</u>	
Name (Print)	Title	Signature

Approved as to form: 

Pinal County Attorney's Office



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Offer and Acceptance

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

Cactus Asphalt, A Division of Cactus Transport, Inc.
Company Name

Authorized Signature Bryan Glazer - Managing Partner



PINAL COUNTY

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 175923 ROQ
Amendment # 4
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

JOC Asphalt Maintenance & Repair Services

Contractor Name: Cactus Asphalt

Pursuant to Section 4 (Contract Term, Extension, Price Adjustment) the above referenced contract shall be amended as follows:

1. The term of this Contract is hereby extended through June 26, 2023.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeffrey McClure, Chairman
Pinal County Board of Supervisors

X

June 8, 2022

Date