

EXHIBIT C

Navajo County Contract No. B22-02-002

**SUPPLY of AGGREGATE
for COVER MATERIAL**

**NAVAJO COUNTY, ARIZONA
CONTRACT #B22-02-002**

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND
SPECIFICATIONS**

BOARD OF SUPERVISORS

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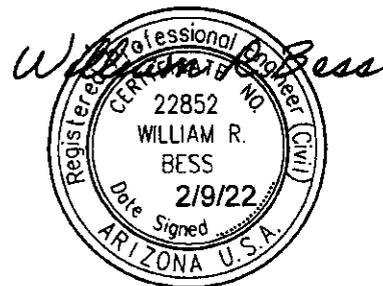
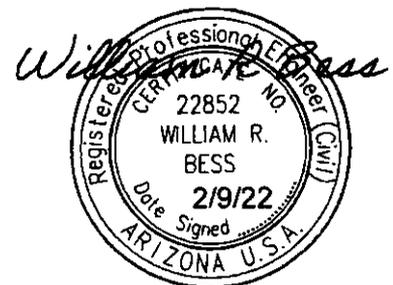


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NAVAJO COUNTY, ARIZONA
CONTRACT # B22-02-002

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SECTION I

NOTICE OF INVITATION FOR BIDS



NAVAJO COUNTY
NOTICE OF INVITATION FOR BIDS
B22-02-002
PUBLIC WORKS DEPARTMENT – TWELVE-MONTH
CONTRACT FOR
SUPPLY of AGGREGATE for COVER MATERIAL

The Navajo County Board of Supervisors is seeking bids from qualified suppliers of **AGGREGATE for COVER MATERIAL** to enter into an annual contract to supply Aggregate for Cover Material to the Navajo County Public Works Department.

Interested offerors may obtain a copy of this solicitation by calling (928) 524-4100 or may pick up a copy of the bid package at 100 W. Public Works Drive, Holbrook, Arizona 86025 at the Public Works Department, or may download the package from the Navajo County Website:
<http://www.navajocountyaz.gov/Departments/Finance/Procurement>.

Competitive sealed bids for the specified material or service shall be received by the Clerk of the Board of Supervisor's Office, 100 East Code Talkers Drive, PO Box 668, Holbrook, Arizona 86025, until the time and date shown below. Bids received by the correct time and date shall be publicly recorded. Navajo County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to acknowledge receipt of amendments with the solicitation response may be grounds for deeming submittal non-responsive.

Bids must be in the actual possession of the Clerk of the Board of Supervisor's Office at the location indicated, on or prior to the exact time and date indicated below. Late proposals shall not be considered. The official prevailing clock is located in the Clerk of the Board of Supervisor's Office.

Bids must be submitted in a sealed envelope. The **IFB number** and the **bidder's name and address** should be clearly indicated **on the outside** of the envelope. Failure to clearly indicate IFB number, name and address on the outside of the bid package or envelope may be cause for the proposal to be deemed invalid. All proposals must be completed in ink or typewritten. Questions must be addressed to the contact listed below.

IFB NUMBER:	B22-02-002
IFB DUE DATE:	March 16, 2022 AT 2:00 P.M. LOCAL AZ TIME
PUBLIC BID OPENING DATE:	March 16, 2022 AT 2:15 P.M. LOCAL AZ TIME
SUBMITTAL LOCATION:	Navajo County, Clerk of the Board of Supervisor's Office 100 East Code Talkers Drive PO Box 668 Holbrook, Arizona 86025

DIRECT WRITTEN QUESTIONS TO:
Stevie Studer, Account Specialist
(928) 524-4100
stevie.studer@navajocountyaz.gov

White Mountain Independent
2/11/2022 & 2/15/2022 - Publish Date(s)

Holbrook Tribune
2/16/2022 & 2/23/2022 - Publish Dates(s)

SECTION II

SPECIAL PROVISIONS

SPECIAL PROVISIONS

SUPPLY of AGGREGATE for COVER MATERIAL NAVAJO COUNTY, ARIZONA, CONTRACT #B22-02-002

This is an invitation for proposals to provide the sale of aggregate for cover material for public roads in Navajo County. This will be an annual contract to provide aggregate material at the contract price on an as-needed basis. Quantities in the contract documents are estimates only. Navajo County may award contracts to all bidders for each item and select the bidder at the time of purchase based on price, convenience, availability, and/or quality.

The Contractor shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for "**Supply of Aggregate for Cover Material, Navajo County, Contract #B22-02-002**" in accordance with the plans and these specifications in a workmanlike and a substantial manner and to the satisfaction of the Engineer, and strictly pursuant to and in conformity with the Specifications prepared by the Engineer, and with such modifications of the same and other documents that may be made by the Owner through the Engineer, or his properly authorized agents, as provided herein.

All correspondence, invoices, bonds, insurance certificates, materials certifications, and other documents shall be addressed to:

Navajo County Public Works Department
P.O. Box 668
Holbrook, AZ 86025

PROJECT SPECIFICATIONS

The work embraced herein shall be performed in accordance with the requirements of the following documents.

Standard Specifications:

The following Standard Specifications are part of the bid and contract documents and shall be considered as binding on the work as if reproduced herein. Wherever reference in these Standards is made to ADOT, MAG, MUTCD, the Owner or the Department, it shall imply Navajo County and/or the Navajo County Public Works Department. The terms "Transportation Board" or "Transportation Commission" shall imply the Navajo County Board of Supervisors:

Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, Edition of 2000 (Pub. # 31-066),

Maricopa Association of Governments Uniform Specifications for Public Works Construction (MAG), 1998 (includes revisions through 2010)

Wherever reference in these Standards is made to ADOT, MAG, MUTCD, the Owner or the Department, it shall imply Navajo County and/or the Navajo County Public Works Department. The terms "Transportation Board" or "Transportation Commission" shall imply the Navajo County Board of Supervisors.

The Proposal Pamphlet and Non-bid Pamphlet, which include the following documents:

Special Provisions

BID SUBMISSION:

In submitting a bid, the holder of the Proposal Pamphlet shall completely execute the following documents:

Checklist, Including Acknowledgment of Receipt of Addenda
Surety (Bid) Bond
Proposal
Bidding Schedule
Non-collusion Affidavit
Proposed Subcontractors and Suppliers List

PROPOSAL GUARANTY:

Each bidder is advised that a proposal guaranty is required in amount of not less than one thousand dollars (\$1,000).

ELIGIBILITY FOR COOPERATIVE PURCHASING

The bidder shall indicate on the bid schedule whether other public agencies may purchase off of the contract during the contract term. If "Yes" is checked, any eligible federal, state or local public agency that has entered into a cooperative purchasing

agreement with Navajo County may purchase off of the contract during the contract term (per ARS § 41-2632). If "No" is checked, the contract will not be eligible for cooperative purchasing by other agencies.

COPIES OF PROJECT DOCUMENTS:

Each primary and secondary contractor shall receive 1 bound contract book with the signed contract.

Any additional copies of project documents required beyond the above distribution will be available at the invoice cost of printing by ordering through the Engineer.

The ADOT Standard Specifications are modified as follows for **Supply of Aggregate for Cover Material, Navajo County, Arizona, Contract #B22-02-002.**

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

102.02 Prequalification of Bidders: Replace the entire section:

There is no prequalification requirement for this contract. Bidders shall attach to their proposal a list of the proposed suppliers and subcontractors. This document will be considered as indicative of the ability of the Bidder to perform the work.

If the bidder intends to rent, lease, or subcontract equipment to perform the work under this contract, suppliers and subcontractors should be listed on the enclosed form. If not, the bidder shall mark and initial the appropriate block on the form.

Bids which are not accompanied by these two completed forms will be deemed non-responsive and will not be considered.

102.04 Contents of the Proposal Pamphlet: the second and third paragraphs of the Standard Specifications are revised to read:

All papers bound with or attached to the proposal pamphlet are considered a part thereof. The project plans, specifications, Standard Drawings and other documents designated in the proposal pamphlet, will be considered a part of the proposal whether attached or not.

102.06 Interpretation of Quantities in the Bidding Schedule: Add:

Bidders may bid all items and locations. Bidding \$0.00 or leaving a blank space in the unit price or extended price column shall render the item bid non-responsive, but shall in no way invalidate the remaining items.

102.07 Examination of Plans, Specifications, and the Site of the Work:
Replace the fourth paragraph of the Standard Specifications

Any request for explanation of the meaning or interpretations of the contract shall be submitted no later than **12:00 p.m. M.S.T., Wednesday, March 9, 2022** to allow a reply to reach all bidders before submission of their Bid Proposal. If the Department

determines interpretations or explanations are warranted, the response will be issued as an addendum to the Proposal Form and will be published on the County website by end of day on **March 11, 2022**. Written request(s) shall be directed to the contact identified in the "Notice of Invitation for Bids."

It is the Bidder's responsibility to obtain a copy of any amendment relevant to this Solicitation. Navajo County takes no responsibility for informing recipients of changes to the original solicitation document. Amendments can be obtained by calling (928) 524-4100 or checking the County website at:
<https://www.navajocountyaz.gov/Departments/Finance/Procurement>.

102.08 Preparation of Proposal: of the Standard Specifications is revised to read:

(A) General:

The bidder shall prepare and submit its proposal on the paper forms furnished by the Department in the proposal pamphlet.

The bidder shall submit its proposal exclusively on the paper proposal pamphlet forms.

(B) Proposal Pamphlet Paper Submittal:

Proposals submitted using the paper format shall be only upon the forms furnished by the Department. No consideration will be given to any purported proposals on other forms, or to any request to modify or change a proposal.

The bidder shall complete and fully execute all required forms listed under "Bid Submission" in these special provisions. Proposal pamphlets are not transferable.

The bidder shall specify a unit price, in figures, for each pay item for which the bidder is bidding in the Bidding Schedule and shall also show the amount extended, as the product of the quantity given and the unit price indicated for each bid item, in the column provided for that purpose. The total amount of the bid shall be obtained by adding the amounts of the several items.

In the event that more than two decimal places are used in representing a unit price, all digits beyond the second decimal place will be truncated and the extended amount for the affected item(s) and the total bid will be recomputed accordingly.

An individual bidder shall clearly show his/her name, post office address and signature.

A general partnership bidder shall clearly show the name and post office address of each member of the partnership and the signature of one or more members of the partnership.

A limited partnership bidder shall clearly show the name and post office address of each member of the partnership and the signature of one or more general partners.

A joint venture bidder shall clearly show the name and post office address of each

member or officer of the firms and the signature of one or more members or officers of each firm represented by the joint venture.

A corporate bidder shall clearly show the names, titles, and business addresses of the president, vice president, secretary, and treasurer; the name of the corporation; the state in which the corporation was incorporated; and the signatures of one or more officers of the corporation or by a legally qualified agent of the corporation acceptable to the Department. Evidence of authority of the signing officer(s) to submit a proposal on behalf of the corporation shall either be attached thereto or be on file with the Department. If the corporation is incorporated in any state other than the State of Arizona, the corporation shall submit to the Department, prior to the award of contract, proof from the Arizona Corporation Commission that it has been granted authority to do business in the State of Arizona.

102.09 Non-Collusion Certification: of the Standard Specifications is revised to read:

Bidders making their submittal using the paper forms in the Proposal Pamphlet shall complete the Non-Collusion Certificate included with the proposal form. This form shall be executed by or on behalf of the person, firm, association or corporation submitting the bid, in the following form:

The bidder certifies that, pursuant to Subsection 112(c) of Title 23, United States Code and Title 44, Chapter 10, Article 1 of the Arizona Revised Statutes, neither it nor anyone associated with the company, firm, corporation, or individual has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of full competitive bidding in connection with the above-referenced project.

102.10 Irregular Proposals: of the Standard Specifications is revised to read:

(A) Proposals may be considered irregular and may be rejected for any of the following reasons:

- (1) If any of the proposal documents show unauthorized alterations of any kind.
- (2) If the proposal contains conditional or uncalled-for alternate bids.
- (3) If the proposal documents contain erasures not initialed by the person or persons signing the proposal.
- (4) If there is a submission of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- (5) If the bid is mathematically unbalanced.
- (6) If the bid is materially unbalanced.

(7) If the bidder fails to sign the non-collusion certificate when submitting a bid in the paper format.

(B) Proposals will be considered irregular and will be rejected for any of the following reasons:

(1) If the proposal or bidding schedule is on a form other than that furnished by the Department.

(2) If the bidder or surety fails to provide a proposal guaranty as specified in Subsection 102.12.

(3) If the bidder fails to sign the proposal.

(4) If the bidder fails to include a subcontractor/supplier list.

102.11 Delivery of Proposals: of the Standard Specifications is revised to read:

For submittals made in accordance with 102.08(B), each proposal, together with the required proposal guaranty, shall be placed in an envelope and the envelope shall be sealed. The envelope shall be plainly marked "**Bid for Supply of Aggregate for Cover Material, Navajo County, Arizona, Contract #B22-02-002.**" All proposals shall be submitted prior to or by the time specified for submission of bids and at the place specified in the Notice of Invitation for Bids. Proposals received after the specified time will be returned to the bidder unopened. Bids will be publicly opened and read aloud as specified in the "Notice of Invitation for Bids."

102.12 Proposal Guaranty: of the Standard Specifications is revised to read:

(A) **General:**

The bidder shall provide a proposal guaranty payable to Navajo County for not less than one thousand dollars (\$1,000).

The surety (bid) bond shall be executed by the bidder and a surety company or companies holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance. The agent for the surety shall be licensed to act as an insurance agent in Arizona.

Bidders submitting paper proposals in accordance with Subsection 102.08(B) shall provide a proposal guaranty as specified in 102.12(B), and shall include the guaranty with the proposal at the time of submittal.

(B) **Paper Submittal of Proposal Guaranty:**

The paper proposal guaranty shall be in the form of either a certified or a cashier's check made payable to Navajo County, or in the form of a surety (bid) bond as noted above in Section 102.12(A).

The surety (bid) bond shall include all of the information on the sample form provided by

the Department.

The surety shall provide a current Power of Attorney attached to the surety bond.

Paper proposal guarantees shall be delivered to the Clerk of the Board of Supervisors, 100 E. Code Talkers Drive, P.O. Box 668, Holbrook, AZ, 86025, telephone (928) 524-4000.

102.13 Withdrawal of Proposals: of the Standard Specifications is revised to read:

(A) General:

The bidder may withdraw its bid prior to the time scheduled for submission of bids.

For paper submittals made in accordance with Subsection 102.08(B), a bidder may withdraw its proposal unopened after it has been submitted to the Department, provided its request in writing or by electronic means is received by the Department prior to the time specified for submission of bids.

SECTION 103 AWARD AND EXECUTION OF CONTRACT:

103.01 Consideration of Proposals: of the Standard Specifications is revised to read:

After the proposals are publicly opened and read aloud, they will be compared on the basis of the summation of the products of the quantities shown in the bidding schedule by the unit bid prices shown. The bids shall not be open for public inspection until after a contract is awarded.

103.08 Execution of Contract: of the Standard Specifications is revised to read:

The contract shall be signed by the successful bidder and returned, together with a satisfactory bond, within fifteen calendar days after the date of the Notice of Award Letter.

It is anticipated that the Contract(s) will be awarded at the regularly scheduled Board of Supervisors meeting, and Notice of Award Letter(s) will be issued immediately thereafter. The Department will sign the Contract within ten days after receiving the signed contract, bonds, and insurance certificate from the contractor(s). No contract shall be considered as effective until it has been fully executed by all the parties thereto.

103.09 Failure to Execute Contract: of the Standard Specifications is revised to read:

Failure to return a signed contract to the Department and file a satisfactory contract bond, as provided herein, within fifteen calendar days after the date of the Notice of Award Letter, shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Department, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next

responsible bidder(s) or the work may be re-advertised as the Department may decide.

SECTION 106 CONTROL OF MATERIAL:

106.04(A) General: the second paragraph of the Standard Specifications is revised to read:

Materials will be sampled and tested in accordance with the requirements of the Materials Testing Manual and the Materials Policy and Procedure Directives Manual by a qualified testing laboratory that meets the requirements for approval by ADOT Materials Group. Copies of all test results will be furnished to the Engineer at the earliest of the following that is applicable:

- (1) Five (5) days after tests are completed.
- (2) Noon of the day following the placement of the material. (Handwritten field test reports)
- (3) As noted in this section.

106.04(C)(3) Quality Testing Supervisor: Table 106-1 of the Standard Specifications is revised to read:

TABLE 106-1 QUALITY TESTING SUPERVISOR REQUIREMENTS	
One of (a) through (g) below.	
(a)	Professional Engineer, registered in the State of Arizona, with one year of highway materials testing experience acceptable to the Department.
(b)	Engineer-In-Training, certified by the State of Arizona, with two years of highway materials testing experience acceptable to the Department.
(c)	Obtained a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology, Construction, or related field acceptable to the Department; and with three years of highway materials testing experience acceptable to the Department.
(d)	Certified by the National Institute for Certification in Engineering Technologies (NICET) in the Construction Materials Testing field as an Engineering Technician (Level III) or higher in the appropriate subfield in which sampling and testing is being performed.
(e)	Certified by NICET in the Transportation Engineering Technology field as an Engineering Technician (Level III) or higher in the Highway Materials subfield.
(f)	Certified by NICET as an Engineering Technician, or higher, in Civil Engineering Technology with five years of highway materials testing experience acceptable to the Department.
(g)	An individual with eight years of highway materials testing and construction experience acceptable to the Department.

106.04(C)(4) Quality Testing Technician: Table 106-2 of the Standard Specifications is revised to read:

TABLE 106-2	
QUALITY TESTING TECHNICIAN REQUIREMENTS	
Soils and Aggregate	
Field	Laboratory
Arizona Technical Testing Institute (ATTI) "Field" certification.	Arizona Technical Testing Institute (ATTI) "Laboratory Soils/Aggregate" certification.
Asphaltic Concrete	
Field	Laboratory
Arizona Technical Testing Institute (ATTI) "Field" certification.	Arizona Technical Testing Institute (ATTI) "Asphalt" Certification.
Concrete	
American Concrete Institute (ACI) "Concrete Field Testing Technician Grade I" certification.	

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC:

107.01 Laws to be Observed: Add after the second paragraph:

The following Equal Opportunity Clause set forth in Section 202; Executive Order No. 11246 shall be made a part of this Contract.

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or in behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, or disability.

C. The Contractor will send to each labor union or representatives of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 and by the rules, and regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other actions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of Paragraph a. through g. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965 so that such actions with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter such litigation to protect the interests of the United States.

107.08 Public Convenience and Safety: Add:

All personnel shall be clothed in high-visibility clothing when on the job site, except while inside the enclosed cabs of vehicles or equipment. Individuals who are observed not wearing high-visibility outer clothing will be warned once and allowed to obtain such clothing before they continue working. If the same individual is observed a second time, they will be removed from the job site and not allowed to return that day. A third offense by the same individual will result in the individual being banned from the project.

SECTION 108 PROSECUTION AND PROGRESS:

108.08 Determination and Extension of Contract Time: Replace the first paragraph:

This will be a twelve month contract, subject to annual renewal by mutual agreement, for a maximum of four consecutive years. It is anticipated that the Department will query each Contractor in the last quarter of the contract period concerning the renewal of the contract.

SECTION 109 MEASUREMENT AND PAYMENT:

109.01 Measurement of Quantities: Add to the first paragraph:

Measurement will be measured by the ton delivered and used, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Standard Specifications. Each load of material shall be weighted on scales, certified annually by the State of Arizona Weights and Measures Department. A weight ticket shall accompany each load.

Add after the first paragraph:

No measurement or direct payment will be made for the following work. The cost for such work shall be considered as included in the price of other contract items.

- (A) Furnishing and maintaining sanitary facilities and any field offices for the use of the Contractor's personnel.
- (B) Obtaining and maintaining any required environmental or other permits and licenses beyond those already provided by Navajo County.
- (C) Quality Control and Quality Assurance testing of materials and in-place construction.
- (D) Traffic control signs, devices, and flagging except Pilot Cars

SECTION 404 BITUMINOUS TREATMENTS:

404-2.02 Aggregate Materials:

- (C) **Cover Material:** of the Standard Specifications is revised to read:

Aggregate for cover material shall be of clean sand, gravel or crushed rock and shall be free from lumps or balls of clay and shall not contain calcareous or clay coatings, caliche, synthetic materials, organic matter or foreign substances.

The grading shall meet the following requirements when tested in accordance with the requirements of Arizona Test Method 201, or as approved by County Engineer.

Type A 3/8" Chip:

Sieve Size	Percent Passing
3/8 inch	100
No. 4	0 – 25
No. 8	0 – 5
No. 200	0 – 2.0

Type B 3/8" Chip:

Sieve Size	Percent Passing
3/8 inch	100
1/4 inch	70-90
No. 4	0 – 10
No. 8	0 – 5
No. 200	0 – 1.0

Type A 1/2" Chip:

Sieve Size	Percent Passing
1/2 inch	100
3/8 inch	97-100
1/4 inch	70-100
No. 8	0-5
No. 200	0-2

Type B 1/2" Chip:

Sieve Size	Percent Passing
1/2 inch	100
3/8 inch	70-90
1/4 inch	0-10
No. 8	0-5
No. 200	0-1.0

The loss on abrasion will be determined in accordance with the requirements of AASHTO T 96 and shall meet the following requirements:

Maximum loss of 9 percent at 100 revolutions.

Maximum loss of 40 percent at 500 revolutions.

The percent of carbonates in aggregate shall be a maximum of 20 percent when tested in accordance with the requirements of Arizona Test Method 238.

The percent of fractured coarse aggregate particles shall be a minimum of 85 percent

(at least two fractured faces) and minimum of 92 percent (at least one fractured face) determined on plus No. 4 material when tested in accordance with the requirements of Arizona Test Method 212.

The Flakiness Index shall be a maximum of 20 percent when tested in accordance with the requirements of Arizona Test Method 233.

The Bulk Oven Dry Specific Gravity shall range from 2.30 to 2.85 when tested in accordance with the requirements of Arizona Test Method 210.

The Water Absorption shall range from 0 to 2.5 percent when tested in accordance with the requirements of Arizona Test Method 210.

SECTION III

CONTRACT FORMS

CONTRACT

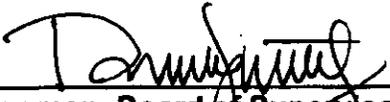
THIS CONTRACT is made and entered into as of March 26, 2022 (the "Effective Date") by and between Navajo County ("County") and Perkins Cinder, Inc. ("Contractor").

1. **SCOPE OF WORK:** Contractor shall furnish any and all materials, equipment and labor required for performing all work for **Supply of Aggregate for Cover Material, Contract, #B22-02-002**, in accordance with the Contract Documents, in a workmanlike manner to the satisfaction of County through its Engineers.
2. **CONTRACT DOCUMENTS:** The Contract Documents comprise this Contract and the attached Call for Bids, Specifications, General Provisions, Special Provisions, Proposal dated March 1, 2022 Bidding Schedule, Bid Bond, Performance Bond, No Collusion Affidavit, Subcontracting Certification, Plans, and addenda thereto, if any. If there is any conflict in the documents, this Contract shall control over all others; the Specifications shall control over the General Provisions and Special Provisions; and the Special Provisions shall control over the General Provisions.
3. **NO LIENS / TIME FOR COMPLETION:** Contractor shall furnish all materials, equipment and labor in accordance with the Contract Documents free and clear of all claims, liens and charges whatsoever, within the time, or times, stated in the Proposal.
4. **CANCELLATION:** This Contract is subject to cancellation pursuant to A.R.S. § 38-511 (concerning conflicts of interest).
5. **PAYMENTS:** Payment shall be made on the basis of the unit price(s) bid for the awarded items in the Bidding Schedule for Contract **#B22-02-002**. Contractor shall submit invoices to County for all work performed hereunder. No later than 30 days after each invoice has been verified and approved by the Engineer, County shall pay to Contractor 100% of the approved amount.
6. **CERTIFICATIONS:**
 - A. Pursuant to A.R.S. § 41-4401, Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations relating to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or any subcontractor's breach of this warranty shall be deemed a material breach of the Contract and may result in termination of the Contract by County. County may randomly inspect the books and records of Contractor and its subcontractors to verify compliance with this warranty. Contractor and its subcontractors warrant to keep their books and records open for random inspection by County during normal business hours.
 - B. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. The term "scrutinized

business operation" shall have the meaning set forth in A.R.S. §§ 35-391 or 35-393, as applicable. Any falsification in regard to this warranty shall be deemed a material breach of the Contract and may result in termination of the Contract by County

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Contract as of the Effective Date.

NAVAJO COUNTY

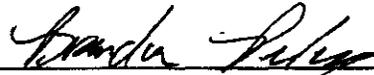
By 
Chairwoman, Board of Supervisors

Attest:


Clerk of the Board

CONTRACTOR

Perkins Cinders, Inc.
Company

By 

Brandon Perkins
Print Name

General Manager
Title

SECTION IV

BID FORMS

**CONTRACT FOR
SUPPLY of AGGREGATE for COVER MATERIAL
NAVAJO COUNTY BID #B22-02-002**

BIDDERS CHECKLIST

NOTICE IS HEREBY GIVEN that the following bid documents shall be completed and/or executed and submitted with this bid. If bidder fails to complete and/or execute any portion of the bid documents, this bid may be determined to be "non-responsive" and rejected.

CHECKLIST

REQUIRED DOCUMENT	COMPLETED/EXECUTED
BID PROPOSAL	<u> X </u>
BID SCHEDULE	<u> X </u>
BID BOND	<u> X </u>
EXECUTED AFFIDAVIT OF NON-COLLUSION	<u> X </u>
SUBCONTRACTOR CERTIFICATION	<u> X </u>

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials/					
Date	—	—	—	—	—

Signed and dated this 1st day of march , 2022

Perkins Cinders, Inc.
CONTRACTOR:

BY:

Each proposal shall be sealed in an envelope addressed to the Clerk of the Board of Supervisors of Navajo County and bearing the following statement on the outside of the envelope: Proposal for **Supply of Aggregate for Cover Material, Navajo County Bid #B22-02-002.**

All proposals shall be filed with the **CLERK OF THE BOARD OF SUPERVISORS** at the Navajo County Governmental Center on or before **March 16, 2022 AT 2:00 P.M. LOCAL AZ TIME.**

PROPOSAL

TO THE NAVAJO COUNTY BOARD OF SUPERVISORS

Gentlemen:

The following Proposal is made for the **Supply of Aggregate for Cover Material, Navajo County, Arizona, Contract # B22-02-002**, in the County of Navajo in the State of Arizona.

The following Proposal is made on behalf of:

Perkins Cinders, Inc.

1950 E. Adams, Suite C

Show Low, AZ 85901

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Navajo County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Navajo County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Technical Specifications, Special Provisions, or conditions to be overcome, be plead. On the basis of Technical Specifications, Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Bidding Schedule, by the quantity thereof actually incorporated in the complete project, as determined by the County Engineer. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Bidding Schedule.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds and Certificates of Insurance within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work within 30 calendar days of the Notice to Proceed for each work order.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than \$1,000.00, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Navajo County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: Perkins Cinders, Inc.

Corporate Address: 1950 E. Adams, Suite C

Incorporated under the laws of the State of: Arizona

By (Signature): E. Kay Perkins Date: 3/1/2022

President: E. Kay Perkins

Secretary: Deleth Perkins

Treasurer: Deleth Perkins

If by a Firm or Partnership:

Firm or Partnership Name: _____

Firm or Partnership Address: _____

By (Signature): _____ Date: _____

Name and Address of Each Member: _____

If by an Individual:

Signature: _____ Date: _____

BID SCHEDULE

**SUPPLY of AGGREGATE for COVER MATERIAL
CONTRACT #B22-02-002**

ITEM	DESCRIPTION	ESTIMATED USAGE	MATERIAL LOCATION	UNIT PRICE PER TON	EXTENDED PRICE
Type A					
1	Type A 3/8" Cover Aggregate	15,000 Tons	<u>Show Low Pit</u>	\$ 18.44	\$ 276,600.00
2	Type A 1/2" Cover Aggregate	5,000 Tons	<u>Show Low Pit</u>	\$ 18.44	\$ 92,200.00
Type B					
3	Type B 3/8" Cover Aggregate	15,000 Tons	_____	\$	\$ No Bid
4	Type B 1/2" Cover Aggregate	5,000 Tons	_____	\$	\$ No Bid
Delivery					
5	Hauling Per Ton Per Mile			\$ No Bid	

****All costs to include applicable taxes. The above bid shall be valid for a period of one hundred twenty (120) days.**

The bidder understands that any quantities stated or implied in the Specifications or elsewhere in the contract documents are approximate only and are subject to increase or decrease; and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit prices listed in the Bid Schedule. Bidder understands that each product may be awarded separately in the best interests of Navajo County. Bidder must bid on all areas regardless of quantity.

Bidder to indicate whether other governmental agencies may purchase against this contract. YES NO

FIRM: Perkins Cinders, Inc.

DATE: 3/1/2022

SIGNATURE & TITLE: Brandon Perkins

Brandon Perkins

General Manager

NAVAJO COUNTY

SURETY (BID) BOND

(PENALTY OF THIS BOND MUST NOT BE LESS THAN ONE THOUSAND DOLLARS)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Perkins Cinders, Inc.

as Principal, hereinafter called the Principal, and Merchants National Bonding Inc.

a corporation duly organized under the laws of the State of Iowa, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the County of Navajo, as Obligee, hereinafter called the Obligee, in the sum of one thousand dollars, submitted by Principal to the County of Navajo for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assign, jointly and severally, firmly by these presents.

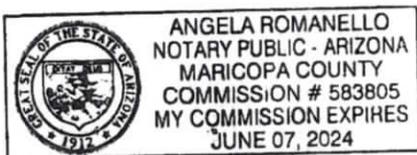
WHEREAS, the Principal is herewith submitting its proposal for the **"Supply of Aggregate for Cover Material, Navajo County, Arizona, Contract # B22-02-002."**

NOW THEREFORE, if the Obligee, acting by and through its Board of Supervisors, shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Perkins Cinders, Inc.
Principal
Kay Perkins
By
President
Title

Merchants National Bonding Inc.
Surety
Dawn Fykes
By Attorney-in-Fact
20333 N. 19th Ave. #200, Phoenix, AZ 85027
Address, Attorney-in-Fact



Subscribed and sworn to before me
this 8th day of March 20 22
My commission expires: 6/7/22
[Signature]
Notary Public

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, Individually,
David J Hickman; Dawn Fykes; Dora Weyermler; Drew A Newton; Stephanie M Young

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

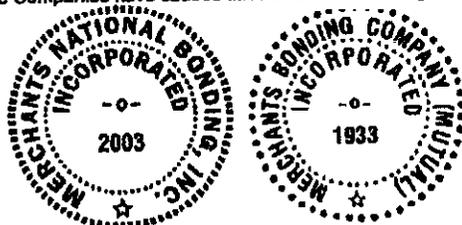
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020

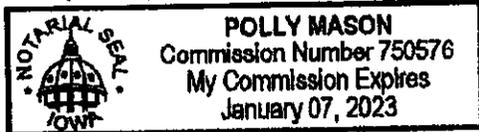


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

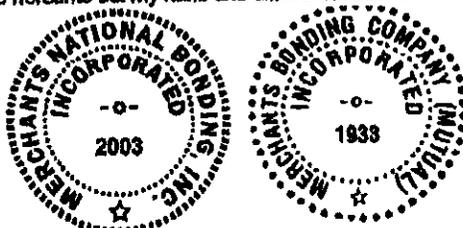


Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of March 2022



William Warner Jr.
Secretary

**AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF: Navajo)

E. Kay Perkins

(Name of Individual)

being first duly sworn, deposes and says:

That he is President of Perkins Cinders, Inc.
(Title) (Name of Business)

and;

That he is properly pre-qualified by the County of Navajo for bidding on the **Supply of Aggregate for Cover Material, Navajo County, Arizona, Contract # B22-02-002**".

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said Perkins Cinders, Inc.
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

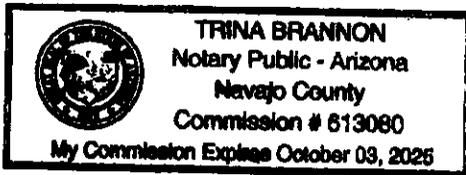
Perkins Cinders, Inc.

Name of Business

By E. Kay Perkins

President

Title



Subscribed and sworn to before me this 15th day of March, 2022.

Trina Brannon
Notary Public

My Commission expires: 10/03/2025

**CERTIFICATION
INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on "**Supply of Aggregate for Cover Material, Navajo County, Arizona, Contract # B22-02-002**," my intention concerning subcontracting a portion of the work is as indicated below.

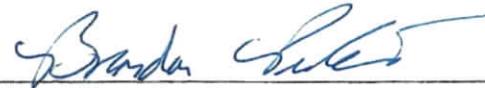
In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer prior to award of the contract. That documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions are on file and available for review.

It is my intention to subcontract a portion of the work.

It is not my intention to subcontract a portion of the work.

Perkins Cinders, Inc.

Name of Firm



By: (Signature)

General Manager

Title

3/1/2022

Date

EXHIBIT D

**Arizona State Rental Contract ADSP019-213364 and Town Purchase Policy
for additional equipment rental.**

Client	TOWN OF PINETOP-LAKESIDE	Rental Equipment Quote				
Contact	DANIEL RAWLINGS					
Phone	928-368-3544	http://www.empire-cat.com/rentalterms				
Location						2/9/2023
Rental Sur-Charge		REP Charge %	Sales Tax	Show Low	8.10%	
*All quotes are based on availability. This quote is valid for 30 days from the date on this quote.						
Equipment:	CAT CW16 Pneumatic Roller					
Notes Line 1:	State Rental Contract ADSP019-213364					
Notes Line 2:						
GET/Notes	Oversized		Daily Rate	Weekly Rate	4 Week Rate	
	Rates		\$560.00	\$1,470.00	\$4,084.00	
	REP Charge					
	On Highway Truck PLT Fee 3%					
	Rental Surcharge					
	Sub Total		\$560.00	\$1,470.00	\$4,084.00	
	Sales Tax		\$45.36	\$119.07	\$330.80	
	Total Cost		\$605.36	\$1,589.07	\$4,414.80	
Freight:	Delivery		Pickup	Sales tax	Total Freight	
Rates:	\$600.00		\$600.00	\$97.20	\$1,297.20	
Notes/Fees:	THIS QUOTE IS FOR ONE WE WILL NEED TWO SO DOUBLE THE PRICE					
Notes/Fees:						
ALL FREIGHT CHARGES ARE SUBJECT TO CHANGE IF EQUIPMENT REQUIRES ESCORT						
<p>TERMS: Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the rental of any equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Terms") which are available at www.empire-cat.com/rentalterms or such other successor website at which Empire posts its Terms from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. The Terms are hereby incorporated by reference into this document. Placing a Rental Order with Empire or accepting rental equipment from Empire constitutes agreement to be bound by the Terms exactly as written.</p> <p>Empire maintains a wide variety of Caterpillar units and other allied equipment and also has the ability to source equipment from other dealers as needed through re-rent. All units are available for sale, lease/purchase, and short or long term rental. Empire applies up to 100% of lease purchase payments, less interest. Full lube service and fuel contracts are available on all rental units. Empire has the capacity to provide complete or partial onsite lube and fuel service for client-owned units and has a full lube service department with Caterpillar trained technicians. Full service equipment mobilization is available 24 hours a day, 7 days a week from Empire Transport.</p> <p>*Rental Equipment Protection (REP) will be charged at 16% of the contract rate if proof of rental equipment insurance is not provided at rental start. Ask your Rental Coordinator if your rental has coverage. *Overtime charges are in addition to the amounts listed on this quote, and are based on the rental rate divided by allowed hours. Overtime is anything over 8 hours per day, 40 hours per week, 160 hours per four weeks. *Tire damage is billed separately from tire wear *Fuel and Diesel Exhaust Fluid (DEF) - All units leave full and must be returned full. For units returned not full, Empire will charge for fuel or DEF at \$8.00/gal. *Rent will be charged for all equipment until a call-off number is obtained by the Client. Call your Rental Coordinator to obtain a call-off number. *Client is responsible for all Ground Engaging Tools (G.E.T.) (i.e., teeth, cutting edges), tire wear, damages, abuse, daily lube, and fuel. *All quotes are based on availability. This quote is valid for 30 days from the date set forth above.</p>						
<ul style="list-style-type: none"> *Largest Caterpillar training facility in North America for required technical training *Field service provided by both Rental and Field Service Departments *Re-Rent Options with other departments and Caterpillar dealers *Be the Best Attitude ensures quality service and timely responses *Low hour, well-equipped, current model Caterpillar equipment *State-of-the art facility to support all services offered 			<ul style="list-style-type: none"> *EPA Compliant Equipment *Complete and timely PM services *Best-in-Class Parts Department *G.E.T. Inspection and Exchange *Operator trainers available *Lease Purchase Option available 			
Mesa Apache Junction Deer Valley Eloy Tucson Flagstaff Yuma Kingman Prescott Thatcher Show Low Buckeye Imperial, CA						
Quoted By: Stephanie Frickle		Phone: 602-714-0617		Email: Stephanie.Frickle@empire-cat.com		



BRANCH J92
 3461 E DEUCE OF CLUBS
 SHOW LOW AZ 85901-5205
 928-537-7494
 928-537-7691 FAX

215804932

Job Site

TOWN OF LAKESIDE
 WILL CALL
 X: *@*
 SHOW LOW AZ 85901
Office: 928-368-8698 Cell: 928-434-0142

Customer # : 451627
 Quote Date : 02/06/23
 Estimated Out : 05/08/23 08:00 AM
 Estimated In : 05/22/23 08:00 AM
 UR Job Loc : WILL CALL, SHOW LOW
 UR Job # : 8
 Customer Job ID: 8
 P.O. # : QUOTE
 Ordered By : DANIEL RAWLINGS
 Written By : WILLIAM ROBERTSON
 Salesperson : DAVID POLKABLA

TOWN OF LAKESIDE
 1360 N NIELS HANSEN LN
 LAKESIDE AZ 85929-6100

**This is not an invoice
 Please do not pay from this document**

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	7501107	SWEeper 8' 4 WHEEL CAB		345.00	895.00	2,426.00	1,790.00
Rental Subtotal:							1,790.00
Agreement Subtotal:							1,790.00
Tax:							150.90
Estimated Total:							1,940.90

COMMENTS/NOTES:

CONTACT: DANIEL RAWLINGS
 CELL#: 928-368-3544

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.