

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 24-1705

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, APPROVING FUNDING FOR FY23-24 CHIP SEAL UTILIZING PINAL COUNTY CONTRACT NO. 234128ROQ, STATE RENTAL CONTRACT CTR066395, TOWN PURCHASE POLICY FOR ADDITIONAL RENTAL EQUIPMENT AND BASALT CHIPS, UTILIZING NAVAJO COUNTY PAVEMENT MARKINGS CONTRACT NO. B22-06-028 IN AN AMOUNT NOT TO EXCEED \$395,449.46; 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 2023/24 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 staff will chip seal 106,292 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 to purchase materials and secure rental equipment to complete the FY23-24 Chip Seal; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona approve funding for FY23-24 Chip Seal utilizing Pinal County Contract No. 234128ROQ with Cactus Asphalt (Exhibit B), State Rental Contract CTR066395, Town Purchase Policy for additional rental equipment and basalt chips (Exhibit C) and Striping utilizing Navajo County Pavement Marking Contract No. B225-06-028 with Arizona Lines (Exhibit D) in an amount not to exceed \$395,449.46; and hereby affirms and confirms that:

1. The purchase of Chip Seal materials and equipment rental to complete the FY23-24 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 FY23-24 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 4th day of April, 2024.



TOWN OF PINETOP-LAKESIDE

Stephanie Irwin

Stephanie Irwin, Mayor

ATTEST:

Kristi Salskov
Kristi Salskov, CMC
Town Clerk

APPROVED AS TO FORM:

William Sims

William J. Sims, III
Town Attorney

EXHIBIT A

Pavement Preservation Plan



TOWN OF PINETOP-LAKESIDE

2024 Pavement Preservation Schedule

- PP_Orange
- Roads
- Town Limits

Source
 Navajo County Data
 (DATD) (2016)
 Town of Pinetop-Lakeside
 Drawing Date: 2/7/2025



TOWN OF PINETOP-LAKESIDE
Public Works
 958 S. Woodland Road
 Lakeside, AZ 85929
 (928) 368-8885
www.pinetoplakesideaz.gov

While every effort has been made to ensure the accuracy of this information, the Town of Pinetop-Lakeside makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.

EXHIBIT B

Pinal County Contract No. 234128ROQ



Contract 234128ROQ JOC Asphalt Maintenance and Repair Services

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Cactus Asphalt, A Division of Cactus Transport, Inc., (Contractor), whose primary address is 8211 W. Sherman St., Tolleson, AZ 85353.

1. **CONTRACT TERM.** The resultant contract term will commence on June 27, 2023, and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of four (4) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.
3. **CONTRACT TYPE.**

Firm-Fixed Lump Sum Price. The firm-fixed lump sum price is the amount or amounts shown or scheduled as such in the requested Pricing Document for each job order, each of which will be Contractor's complete and total compensation for carrying out the relevant portion of the work that it covers; and will not be subject to any adjustment on the basis of Contractor's cost experienced in performing under the contract.

Except as expressly stated otherwise in the solicitation, Contractor is deemed to have allowed in each firm-fixed lump sum price correct and sufficient amounts to cover all its obligations under or arising from the contract, at law, or otherwise, and to have allowed the necessary resources to enable it to carry out the relevant portion of the work that it covers within any time for performance specified in the Scope of Work.

Contractor will visit those physical locations where the priced work is to be carried out for each job order and to understand and account for local conditions that might affect the work, and will review, verify, and interpret for itself the necessary documents and information relevant to access, communications, climactic conditions, likelihood or risk of damage to adjacent property and occupants, possibility of interference by persons other than the County, and any necessary interfaces with others.

4. PRICING

4.1 Most Favored Customer Pricing.

Contractor warrants that, for the term of the contract, the prices, rates, discounts, terms, and benefits set out in the proposal, including any subsequent agreed upon amendment to it, will be equal to or better than the lowest prices, best rates, largest discounts, and most favorable terms and benefits, both separately and in combination, at which Contractor sells equivalent items. If Contractor provides more favorable pricing, rates, discounts, terms and benefits to any customer, it shall immediately apply all such pricing, rates, discounts, terms and benefits to pending County purchase orders and offer such pricing, rates, discounts, terms and benefits for all future purchases made by the County.

4.2 All-Inclusive Pricing.

Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's proposal as accepted by the County. Details of service not explicitly stated in the Scope of Work or in Contractor's proposal, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.

4.3 Price Reductions and Sales Promotions.

Price reductions may be submitted to or requested by the County for consideration at any time during the life of the contract. Promotions or reductions to sell existing inventory/stock and to include special manufacturer assistance are allowable.

4.4 Price Increase.

The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted ninety (90) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 Delivery.

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.6 Change Orders.

In the event the County requires any change(s) to the Scope of Work and the Contractor anticipates that the project's approved price may be exceeded as a result of the change, the Contractor shall submit a revised project cost estimate to the requesting department.

The Contractor shall not exceed an approved project's price without prior written approval by the requesting department. If prior approval is not received, the Contractor may be subject to sanctions. The revised project price proposal shall include the following:

- a. Changes and/or adjustments caused by the County's change to the Scope of Work for the project, including any adjustments to timeframes for completion of the project.

- b. An all-inclusive project price estimate, supported by a detailed cost breakdown to include all costs required to complete the project, as changed by the County.
5. **TIME OF COMPLETION.** Contractor 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 Job Order.

6. **INVOICING AND PAYMENTS.**

6.1 Invoices.

The Contractor shall submit detailed, itemized monthly invoices before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. At a minimum, the invoice must provide the following information:

- a. Company name, address and contact
- b. County bill-to name and contact information
- c. Contract Number
- d. County purchase order number
- e. Invoice number and date
- f. Payment terms
- g. Itemized cost as outlined in the Job Order Proposal

Problems regarding billing or invoicing shall be directed to the using department as listed on the Purchase Order. All invoices must be submitted to the following e-mail or postal address:

financeinvoices@pinal.gov

Pinal County Finance Department

Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

- 6.2 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), 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 five (5) percent.
- 6.3 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.

- 6.4 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:
- a. 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
 - b. Waiving the right of the County to require the fulfillment of all the terms of the Contract.
- 6.5 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 Work.
- 6.6 Price Adjustment for Bituminous Materials. 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: <https://azdot.gov/business/contracts-and-specifications/bituminous-and-fuel-price-adjustment>

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

- 6.7 **Unpaid Amounts.** The County shall pay all unpaid amounts due the Contractor under this Contract within thirty (30) days after;
- a. Completion and acceptance of the Work;
 - b. Presentation of a properly executed invoice;
 - c. Presentation of a fully executed Certificate of Performance provided by the County; or
 - d. Consent of Contractor's surety, if any.
- 6.8 **No Invoice Without Authorization.** Contractor shall not seek payment for any:
- a. Charges or fees not delineated in the contract.
 - b. Materials or services that have not been authorized on a purchase order.
 - c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
 - d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.
- 6.9 **Timeliness of Invoice.** By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.
- 6.10 **Payments.** No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.
- 6.11 **Payments Only to Contractor.** Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.

- 6.12 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.
- 6.13 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
7. **ARIZONA LAW.** This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.
8. **IMPLIED LAW.** Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated herein.
9. **PUBLIC RECORD.** This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County.
10. **CONTRACT ORDER OF PRECEDENCE.** All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.
- a. Written Contract Amendments
 - b. Contract
 - c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
 - d. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
 - e. Contract Exhibit(s) C (i.e. Responder's Proposal Documents)
 - f. Other Contract Exhibits
 - g. Orders, in reverse chronological order
11. **RELATIONSHIP OF THE PARTIES.** The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.



- 12. SEVERABILITY. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.
- 13. NO PAROLE EVIDENCE. The contract, including any documents incorporated into the contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.
- 14. NO WAIVER. Either party’s failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.
- 15. CONTRACT ADMINISTRATION AND OPERATION.

15.1 Notices and Correspondence. Notices required by this Contract shall be made to the following addresses:

County	Contractor
Name: Lorina Gillette	Name: Jeff Abram
Address: PO Box 1348 Florence, AZ 85132	Address: 8211 W. Sherman St. Tolleson, AZ 85353
Title: Procurement Officer	Title: Director Sales/Estimating/Project Mgmt
Email: Purchasing@Pinal.gov	Email: jabram@cactusasphalt.com

An authorized County representative 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.

- 15.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an “Electronic Ordering System”), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.
- 15.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the

period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County's demand, the choice of which being at the County's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

- 15.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.
- 15.5 Inspection and Testing. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor's or Subcontractors' plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.
- 15.6 Acceptance of Work.
- a. **Materials.** The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.
 - b. **Services.** The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. The County will not owe Contractor any payment for un-accepted services; and the County may, at its discretion,

withhold or make partial payment for any rejected services if Contractor is still in the process of re-performing or otherwise curing the grounds for the County's rejection.

15.7 Ownership of Intellectual Property.

- a. **Rights in Work Product.** Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that County has Government Purpose Rights to that work product as and when it was delivered to County.
 - (1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.
 - (2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.
- b. **Joint Developments.** The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- c. **Pre-Existing Material.** All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:
 - (1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;
 - (2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and



PINAL COUNTY

- (3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.
- d. **Developments Outside of Contract.** Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.
- 15.8 **Subcontracts.** The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.
- 15.9 **Non-Discrimination.** Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.
- 15.10 **E-Verify Requirements.** As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 15.11 **Offshore Performance of Certain Work Prohibited.** Any services that are described in the specifications or Scope of Work that directly serve the County 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, services performed through remote access to the County network, 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.
- 15.12 **Estimated Quantities.** Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.
- 15.13 **Non-Exclusivity.** This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another

source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.

- 15.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 15.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.
- 15.16 Eligible Agencies. 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. Contractor shall sell to cooperative entity at the same price and on the same lead times and other terms and conditions on which it sells to the County, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g. delivery at a location outside Arizona).
- 15.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor

complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.

- 15.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 15.19 Work on County Premises.
- a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.
 - b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."
- 15.20 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.
- 15.21 Israel Boycott Prohibited. Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of \$100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 15.22 Use of Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor of Ethnic



Uyghurs in the People's Republic of China is prohibited. Written certification that the contractor complies with this provision shall be submitted to the County. If written certification has been submitted, and the contractor later determines that it is not in compliance with this provision, it shall notify the County within five (5) business days. If the County does not receive notification that within one hundred and eighty (180) days of finding the violation, the company has remedied the violation of this section, the contract will terminate. If the contract naturally or otherwise terminates before the end of the one hundred and eighty (180) day remedy period, the contract terminates on the contract termination date.

16. PERFORMANCE OF WORK:

16.1 Job Order Agreement. Performance of the Work shall be undertaken only upon the issuance of written Job Order Purchase 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:

- a. Contract number along with the Job Order Contractor's name;
- b. Job Order number and date;
- c. The agreed Work and applicable technical specifications and drawings;
- d. The agreed period of performance and, if required by the County, a work schedule;
- e. The place of performance;
- f. The agreed total price for the Work to be performed;
- g. Submittal requirements;
- h. The County's authorized representative who will accept the completed Work;
- i. Signatures by parties hereto signifying agreement with the specific terms of the Job Order; and
- j. Such other information as may be necessary to perform the work.

16.2 Job Order Contractor Duties and Obligations.

- a. **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.
- b. **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.
- c. **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 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.

- d. **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.
- e. **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/her 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.
- f. **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 alternations 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; REDUCED 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 Sheriff Deputy shall be used for traffic control. Pinal County uses Off Duty Management for scheduling of off duty deputies. Contractors must use the following link <https://odm.officertrak.com/Pinal-Co-AZ-SO/auth/signin?next=%2F> to arrange for off duty deputies and view hourly rates.

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 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/her designee. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

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



- h. **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.

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

16.3 Owner Rights and Obligations.

- a. **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 reasonably 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 paragraph 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.

- b. **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 15.2.a. If prior possession or use by the County delays the progress of the Work or causes additional expenses 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.

- c. **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.
- d. **Job Order Amendment.** Job Orders may be amended by the County in the same manner as they are issued.
- e. **Job Order Value.** The maximum Job Order value is Two Million Dollars (\$2,000,000), except as provided in A.R.S. § 34-605.

17. JOB ORDER DOCUMENTS.

- 17.1 **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.
- 17.2 **Shop 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 this Contract. Shop drawings means drawings submitted to the County by the Contractor showing in detail:

- a. The proposed fabrication and assembly of structural elements;
- b. The installation (i.e. form, fit and attachment details) of materials or equipment, and
- c. The construction and detailing of elements of the Work.

- 17.3 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 relive 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 §17.4 below.
- 17.4 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 used.
- 17.5 Shop Drawing Omissions. Omissions from the drawings or specifications or the misdescription 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 relive Contractor from performing such omitted or misdescribed details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- 17.6 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.
- 17.7 Shop 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.
- 17.8 Use of Job Order Documents. All drawings (to include as-built drawings), sketches, designs, design data, specifications, notebooks, 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 hereof, shall be the property of the County and may be sued 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.

18. CONTRACT CHANGES.

- 18.1 Contract Amendments. The contract is issued under the authority of the Pinal County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.
- 18.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:
- a. Extension of the term of the contract within the maximum aggregate term;
 - b. Revision to Procurement Officer appointment or contact information; or
 - c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

In every case other than those listed in a, b, and c above, both parties' signature (or "approval") of a contract modification is required to give it effect.

- 18.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

19. JOB ORDER CHANGES.

- 19.1 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 to the Work within the general scope of the Job Order, including changes:
- a. In the specifications (including drawings and designs);
 - b. In County furnished facilities, equipment, materials, services, or site; or

c. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

19.2 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.

19.3 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.

19.4 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.

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

- a. Receipt of a written change order under §18.1 above; or
- b. The furnishing of a written notice under § 18.2 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 §18.2 above.

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

19.7 Contract 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.

19.8 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.

20. ARS TITLE 34 PROVISIONS.

20.1 Individual Job Order Amount. The maximum dollar amount of an individual job order shall be Two Million Dollars (\$2,000,000) or such higher or lower amount prescribed by the County in an action noticed pursuant to ARS Title 38, Chapter 3, Article 3.1 or a rule adopted by the County as a 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.

20.2 Subcontractors. 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 tasks in the Job Order, then:

- a. 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:
 - (1) A copy of the description of all standard individual tasks on which the subcontractor is invited to bid.
 - (2) A copy of the standard unit prices for the individual tasks on which the subcontractor is invited to bid.
- b. 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:
 - (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.
 - (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.
 - (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.
- c. 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

21. RISKS AND LIABILITIES

- 21.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 21.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the

performance of work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

a. **Minimum Scope and Limits of Insurance.** Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

- (1) **Commercial General Liability (CGL).** Commercial General Liability Insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 General Aggregate Limit, and \$2,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations, XCU and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The additional insured endorsement shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

- (2) **Automobile Liability.** Commercial/Business Automobile Liability insurance with a combined single limit (CSL) 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.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor, and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

- (3) **Workers' Compensation and Employer's Liability.**

Workers' Compensation

Statutory

Employer's Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-902(E), and when such Contractor executes the appropriate sole proprietor waiver form.

- (4). Professional Liability (Errors and Omissions Liability), for projects involving a Design Professional. Coverage in an amount not less than \$1,000,000 each claim and \$1,000,000 aggregate. The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Work of this contract.
- b. Additional Insurance Requirements. The policies shall include, or be endorsed to include the following provisions:
- (1) The Contractor's policies, as applicable, shall be primary and noncontributory with respect to any self insurance or insurance carried by the County, its agents, officials, or employees. .
 - (2) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this contract.
- c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.
- d. Acceptability of Insurers. Contractor 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 rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- e. Verification of Coverage. Contractor shall furnish the County with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of Pinal County Purchasing Department. In the event any insurance policy(ies) required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the 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 the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or



PINAL COUNTY

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.

- f. Subcontractors. All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.
- g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

21.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers' compensation laws; and/or
- c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.
- d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

21.4 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

- a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;



- b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
- c. County may elect to participate in such action at its own expense; and
- d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.

21.5 Force Majeure.

- a. Relief From Performance. The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.
- b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- c. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case the other party's normal remedies and the affected party's obligations would apply undiminished.

21.6 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

22. WARRANTIES

- 22.1 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.
- 22.2 Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:

- a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;
- b. Be free from defects of material and workmanship;
- c. Conform to or perform in a manner consistent with current industry standards; and
- d. Be fit for the intended purpose or use described in the contract.

Mere delivery or performance does not substitute for express acceptance by County. Where inspection, testing, or other acceptance assessment of materials or services cannot be done until after installation, the foregoing warranty will not begin until County's acceptance.

22.3 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

22.4 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to the County upon request.

22.5 Data Protection and Confidentiality of Records.

a. Proprietary and Sensitive Data. Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all information by those same avenues is the County's confidential information. To comply with the foregoing warrant:

- (1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
- (2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in

advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.

- b. **Personally Identifiable Information.** Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.)

NOTE: For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.

NOTE: For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

- c. **Protected Health Information.** Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:
- (1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (iii) the County's current and published PHI/ePHI privacy and security policies and procedures;
- (2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at:

<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

- 22.6 **Intellectual Property.** Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 22.7 **Compliance with Applicable Laws, Licensing and Permits.** Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 22.8 **Lobbying.** Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor



shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include “anti-lobbying” provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County’s benefit or on the County’s behalf.

- 22.9 Survival of Rights and Obligations. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

23. COUNTY’S CONTRACTUAL REMEDIES

- 23.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County’s option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 23.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.
- 23.3 Non-exclusive Remedies. The County’s rights and remedies under the contract are not exclusive.
- 23.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.
- 23.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor’s non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

24. CONTRACT TERMINATION

- 24.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly

involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

- 24.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.
- 24.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.
- 24.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.
- 24.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:
- a. Comply with any requirement, term, or condition of the contract;
 - b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;
 - c. Make satisfactory progress in carrying out the work; or
 - d. Failure to conduct business in an ethical or legal manner.

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

25. CONTRACT CLAIMS

- 25.1 Claim Resolution. All claims and controversies shall be subject to the Pinal County Procurement Code.
- 25.2 Arbitration. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, *et seq*. The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.



This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY

31 N. Pinal Street
Florence, AZ 85132

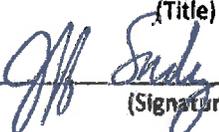
CACTUS ASPHALT,
A DIVISION OF CACTUS TRANSPORT, INC.
8211 W. Sherman St.
Tolleson, AZ 85353

BY: Jeff Serdy
(Name)

BY: Josh Swartzendruber, CPA
(Name)

Chairman
(Title)

CEO/CFO
(Title)

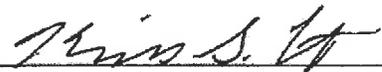

(Signature)


(Signature)

DATE: June 7, 2023

DATE: 5/12/2023

Approved as to Legal Content:

 5/17/23
Pinal County Attorney's Office (Date)



Attachment C-1
Federal Certifications
Addendum for Agreements Funded by U.S. Federal Grant

Source of Funding:

Catalog of Federal Domestic Assistance (CFDA) Number: # **XX.XXX**
Link to program: XXXX

References:

Code of Federal Regulations (“CFR”), Title 2, Part 200 Uniform Requirements:

- CFR, Title 2: Grants and Agreements PART 200: [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)
- Supplemented by the Department of Justice: [2 CFR Part 2800](#)

Federal Grants Financial Guide: [DOJ Financial Guide](#)

Definitions:

Allocable Costs. See 2 CFR § 200.405 Allocable costs.

- (a) A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received. This standard is met if the cost:
 - (1) Is incurred specifically for the Federal award;
 - (2) Benefits both the Federal award and other work of the non-Federal entity and can be distributed in proportions that may be approximated using reasonable methods; and
 - (3) Is necessary to the overall operation of the non-Federal entity and is assignable in part to the Federal award in accordance with the principles in this subpart.
- (b) All activities which benefit from the non-Federal entity's indirect (F&A) cost, including unallowable activities and donated services by the non-Federal entity or third parties, will receive an appropriate allocation of indirect costs.
- (c) Any cost allocable to a particular Federal award under the principles provided for in this part may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two



or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

- (d) Direct cost allocation principles. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then, notwithstanding paragraph (c) of this section, the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized under a Federal award, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required. See also 2 CFR §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.439 (Equipment and other capital expenditures).
- (e) If the contract is subject to CAS, costs must be allocated to the contract pursuant to the Cost Accounting Standards. To the extent that CAS is applicable, the allocation of costs in accordance with CAS takes precedence over the allocation provisions in this part.

Allowable Costs. See 2 CFR § 200.403 Factors affecting allowability of costs.

Except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowable under Federal awards:

- (a) Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.
- (b) Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.
- (c) Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the non-Federal entity.
- (d) Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- (e) Be determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in this part.
- (f) Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period. See also 2 CFR § 200.306 (Cost sharing or matching) paragraph (b).
- (g) Be adequately documented. See also 2 CFR §§ 200.300 (Statutory and national policy requirements) through 200.309 (Modifications to Period of performance).

Catalog of Federal Domestic Assistance (CFDA) Number. A five-digit number assigned by the Federal Awarding Agency in the awarding document of most grants and cooperative agreements funded by the Federal government.



Construction Work. The regulation at 41 CFR § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Contract. A legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.

Contractor. An entity that receives a contract as defined in Contract.

Cooperative Agreement. A legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 USC §§ 6302–6305:

- (a) is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 USC § 6101(3)); and not to acquire property or services for the Federal government or pass-through entity’s direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 USC § 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federally Assisted Construction Contract. The regulation at 41 CFR § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Federal awarding agency. The Federal agency that provides a Federal award directly to a non–Federal entity

Federal Award. Depending on the context, in either paragraph (a) or (b) of this section:



- (a) (1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in 2 CFR § 200.101 (Applicability); or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in 2 CFR § 200.101 (Applicability).
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 CFR § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a Contractor or a contract to operate Federal government owned, Contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Funding Agreements. The regulation at 37 CFR § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

Non–Federal entity. A state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization. Any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations. When used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity. A non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.



Reasonable Costs. See 2 CFR § 200.404 Reasonable costs.

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when the non-Federal entity is predominantly federally-funded. In determining reasonableness of a given cost, consideration must be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-Federal entity or the proper and efficient performance of the Federal award.
- (b) The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; Federal, state, local, tribal, and other laws and regulations; and terms and conditions of the Federal award.
- (c) Market prices for comparable goods or services for the geographic area.
- (d) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the non-Federal entity, its employees, where applicable its students or membership, the public at large, and the Federal Government.
- (e) Whether the non-Federal entity significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the Federal award's cost.

Recipient. A non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold. The dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR, Part 2, Subpart 2.1 (Definitions) and in accordance with 41 USC § 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of 2 CFR § 200.67 (Micro-purchase)).

Subaward. An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subcontractor. Legal entity that enters into subcontract with a "Contractor."

Subrecipient. A non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination. The ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.



Federal Grant Provisions:

The following certifications and provisions may be required and apply when Pinal County expends federal funds for any purchase. Pursuant to 2 CFR § 200.327, all contracts, including small purchases, awarded by Pinal County and Pinal County' Subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

1. Termination for Default. Pinal County reserves all rights and privileges under the applicable laws and regulations with respect to this contract in the event of breach of contract. Pursuant to 2 CFR Part 200, Appendix II, paragraph (B), the County may terminate the contract in whole or in part for cause due to Contractor's failure to:
 - (a) Comply with any requirement, term, or condition of the contract;
 - (b) Obtain and maintain all required insurance policies, bonds, licenses, and permits;
 - (c) Make satisfactory progress in carrying out the work; or
 - (d) Failure to conduct business in an ethical or legal manner.

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

2. Termination for Convenience. Pursuant 2 CFR Part 200, Appendix II, paragraph (B), when Pinal County expends federal funds, Pinal County reserves the right to immediately terminate any contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination.
3. Equal Employment Opportunity. Pursuant to 41 CFR, Chapter 60, Part 60-1, the Contractor agrees as follows during the performance of this contract:
 - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Compliance with Davis-Bacon Act. Pursuant to the Davis-Bacon Act (40 USC §§ 3141-3148) as supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) and 2 CFR Part 200, Appendix II(D), Contractor agrees as follows during the performance of this Contract:
 - (a) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 USC §§ 3141- 3144, and 3146-3148) and the applicable requirements of 29 CFR pt. 5. The Contractor shall comply with 40 USC §§ 3141-3144, and 3146-3148 and the applicable requirements of 29 CFR pt. 5.

- (b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (c) Additionally, Contractors are required to pay wages not less than once a week

Reference link for Labor Standards <https://www.hud.gov/sites/documents/4010.PDF>

5. Compliance with the Copeland “Anti-Kickback” Act. Pursuant to the Copeland “Anti-Kickback” Act (40 USC § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), Contractor agrees as follows during the performance of this contract:
 - (a) Contractor. The Contractor shall comply with 18 USC § 874, 40 USC § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - (b) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all of these contract clauses.
 - (c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 CFR § 5.12.”
6. Compliance with the Contract Work Hours and Safety Standards Act. Pursuant to 40 USC §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 CFR Part 5 (see 2 CFR Part 200, Appendix II (E)), Contractor agrees as follows during the performance of this Contract:
 - (a) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- (c) Withholding for unpaid wages and liquidated damages. Pinal County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- (d) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

7. Compliance with Section 3 Requirements. Pursuant to 24 CFR § 135.38, Contractor agrees as follows during the performance of this Contract. Contractor will be required to submit Section 3 compliance forms within three (3) days of contract award.

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low - and very low-income persons in the project area.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.



- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled: 1) after the contractor is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
 - (f) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
8. Rights to Inventions Made Under a Contract or Agreement. Contractor agrees to comply with the requirements of 37 CFR Part 401, 2 CFR § 200, Appendix II (F), and any other applicable regulations issued by the Federal Awarding Agency during the performance of this contract.
9. Clean Air Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401 *et seq.*
- (a) The Contractor agrees to report each violation to Pinal County and understands and agrees that Pinal County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - (b) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.
10. Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 *et seq.*
- (a) The Contractor agrees to report each violation to Pinal County and understands and agrees that the Pinal County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - (b) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.
11. Suspension and Debarment. Pursuant to Executive Orders 12549 and 12689, Pinal County may, by written notice to Contractor, immediately terminate this Contract if Pinal County determines that the Contractor has been disbarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of this contract, the Contractor or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the Contractor will notify Pinal County.

Contractor agrees to comply with the following during the performance of this contract.



PINAL COUNTY

- (a) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of the Contractor's *principals* (defined at 2 CFR § 180.995) or its *affiliates* (defined at 2 CFR § 180.905) are *excluded* (defined at 2 CFR § 180.940) or *disqualified* (defined at 2 CFR § 180.935).
 - (b) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (c) This certification is a material representation of fact relied upon by Pinal County. If it is later determined that the Contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (d) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
12. Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). The Contractor agrees to comply with the following during the term of this Contract:
- (a) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - (d) The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



13. Procurement of Recovered Materials. Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (See 42 USC §§ 6901 *et seq.*; and 2 CFR § 200.323) during the performance of this contract.
 - (a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
 - (b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - (c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
14. Fly Ash Certification. Contractor agrees to comply with the following during the performance of this contract.
 - (a) The percentage of fly ash in the concrete or cement is or will be consistent with the amounts required by the EPA Guidelines, Statutes, and/or Regulations for federally funded projects involving procurement of cement and/or concrete (Solid Waste Disposal Act; Resource Conservation and Recovery Act).
15. Fingerprint and Background Checks. In accordance with ARS § 15-512(H), a Contractor, Subcontractor or vendor, any employee of a Contractor, Subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to ARS §§ 41-1758 *et seq.*
16. Civil Rights Act of 1964, Title VI. Contractor agrees to comply with the Civil Rights Act of 1964, as amended, (42 USC § 2000d and 28 CFR § 42.101 *et seq.*) that provides no person on the basis of Race, Color, or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination.
17. Rehabilitation Act of 1973, Section 504. Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR §§ 42.501 *et seq.*), as amended, that no otherwise individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds.
18. Age Discrimination Act of 1975. Contractor agrees to comply with the Age Discrimination Act of 1975 (42 USC §§ 6101-6107 and 28 CFR § 42.700 *et seq.*), as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds.



19. Americans with Disabilities Act of 1990. Contractor agrees to comply with Title II of the Americans with Disabilities Act of 1990 (42 USC §§ 12131-12134 and 28 CFR pt. 35), as amended, that there shall be no employment discrimination against “qualified individuals with disabilities.”
20. Other Grant Specific Regulations. Contractor agrees to comply with the following during the performance of this contract.

[List here](#)

21. Access to records. The following access to records requirements apply to this contract:
- (a) The Contractor agrees to provide the State of Arizona, Pinal County, the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (c) The Contractor agrees to provide the Federal Awarding Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - (d) In compliance with the Disaster Recovery Reform Act of 2018, the Pinal County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency Administrator or the Comptroller General of the United States.
 - (e) Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
22. Contract changes and amendments. There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. Amendments agreed to by both parties may modify the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured. No charge for extra work or material will be allowed unless approved in writing, in advance, by the County and Contractor.
23. Uniform administrative requirements, cost principles, and audit requirements. Pinal County adheres to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for all federal awards included in 2 CFR Part 200. The federal cost principles require all costs for projects to be allowable, reasonable, and allocable. Therefore transparency of the cost proposal is required to ensure compliance.



24. Buy American provision. Contractor will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 48 CFR § 52.225-1 through § 52.225-26 and 41 USC Chapter 83. The Contractor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. The provision applies to all food purchases paid from the nonprofit school food service account. There are limited exceptions to this provision, however before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

The County has preference for domestic end products for supplies acquired for the use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Contractor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Exceptions to the Buy American provision should be used as a last resort; exceptions include: (1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities or of a satisfactory quality, or (2) costs of a U.S. product are significantly higher than the non-domestic product.

To be considered for the alternative or exception to the Buy American provision, the request must be submitted in writing to the designated Pinal County procurement official, a minimum of 7 days prior to delivery date. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price and (2) the reason for exception, with limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product.

25. Federal awarding agency seal, logo, and flags. The Contractor shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of the Federal Awarding Agency officials without specific pre-approval from the Federal Awarding Agency.
26. Compliance with federal law, regulations, and executive orders. This is an acknowledgement that financial assistance provided by the Federal Awarding Agency will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.
27. No obligation by federal government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
28. Program fraud and false or fraudulent statements or related acts. The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.



PINAL COUNTY

Cactus Asphalt, A Division of Cactus Transport, Inc.

Contractor Name

095912747

Contractor DUNS#

8211 W. Sherman St. Tolleson AZ 85353-3302

Address, City, State, and Zip Code+4 (Use the following link if needed: <https://tools.usps.com/go/ZipLookup>)

623-907-2800 / jabram@cactusasphalt.com

Phone Number and Email Address

Josh Swartzendruber, CPA - CEO/CFO

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

5/12/2023

Date

Exhibit A
Scope of Work

To be included as a separate exhibit to the contract.
The final Scope of Work (SOW) exhibit is the solicitation SOW including addenda and negotiated changes.

Exhibit B
Contract Pricing

To be included as a separate exhibit to the contract. Pricing reflects final negotiated contract pricing.



Exhibit C
Responder's Proposal

To be included as a separate exhibit to the contract. This exhibit is made up of the Responder's proposal. Clarification questions asked and supplier responses will be added as part of the Responder's proposal exhibit.

Leo Lew
County Manager



Himanshu Patel
Deputy County Manager

Angeline Woods
Office of Budget and Finance Director

PINAL COUNTY
WIDE OPEN OPPORTUNITY

MaryEllen Sheppard
Deputy County Manager

June 7, 2023

Jeff Abram
Cactus Asphalt, A Division of Cactus Transport, Inc.
jabram@cactusasphalt.com

Dear Mr. Abram:

The purpose of this letter is to notify you that the Pinal County Board of Supervisors, in Regular Session on June 7, 2023, awarded Contract # 234128ROQ JOC Asphalt Maintenance and Repair Services to Cactus Asphalt, A Division of Cactus Transport, Inc. The effective date of the contract is June 28, 2023 and will continue through June 27, 2024 with four, one-year, optional extensions.

A copy of the fully executed contract will be available for viewing and download from the County's public Procurement portal under the Public Contracts tab at the following web address: <https://pinalcountyaz.bonfirehub.com>. Any future contract amendments including extensions will also be available at this web address.

Please provide a certificate of insurance at your earliest convenience as required by the contract.

Subsequent to this award, purchase orders shall be issued on an as-needed basis or as blanket purchase orders.

Pinal County thanks you for your service to the County and looks forward to our partnership.

Sincerely,

Lorina Gillette

Lorina Gillette, CPPB
Procurement Officer
(520) 866-6262
Lorina.Gillette@pinal.gov



To:	TOWN OF PINETOP-LAKESIDE	Contact:	Daniel Rawlings
Address:	Pinetop-Lakeside, AZ	Phone:	928-368-3544
		Fax:	
Project Name:	Pinetop/Lakeside Supply & Apply 2024	Bid Number:	223241
Project Location:	Various Locations, Pinetop/Lakeside, AZ	Bid Date:	2/23/2024
Attachments:	234128ROQ - Contract - Cactus Asphalt.pdf, Award Notification - Cactus.pdf, Exhibit B - Pricing - Cactus.pdf, Oil Price Adjustment - FY2324 3Q Cactus.pdf, REVISED Attachment B-6 Pricing Matrix (BT-03YZ) CACTUS JOC PRICING 4-26-2023.xlsx		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
4-12	Chip Seal Binder: CRS-2P, > 100 TONS	186.00	TON	\$665.52	\$123,786.72
4-15	Chip Seal Binder - Haul & Apply Services: CRS-2P Delivered To Site, One Spreader To Apply, Quote Includes 10 Days Of Production, Minimum 8 HRS Per Day For The Spreader Truck.	186.00	TON	\$150.00	\$27,900.00
9-7	Miscellaneous Removals And Other Work: Spread And Deliver Up To 186 TNS Of CRS-2P: Cactus To Supply 1 Spreader For 10 Production Shifts To Apply CRS-2P In Support Of PTLs Chip Crews. Cactus To Deliver CRS-2P To Project And Pump Off Into Spreaders.	150.00	HR	\$600.00	\$90,000.00

Any Days Beyond 10 To Be Charged At \$350/HR (Min. 8 HR/DAY) Plus \$250 Each Layover.
Prices Quoted Off Pinal County JOC

Bid Price Subtotal:	\$241,686.72
Navajo County, State And Pinetop 5.59%:	\$13,510.29
Total Bid Price:	\$255,197.01

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 2024	Bid Number:	223241
Project Location:	Various Locations, Pinetop/Lakeside, AZ	Bid Date:	2/23/2024
Attachments:	234128ROQ - Contract - Cactus Asphalt.pdf, Award Notification - Cactus.pdf, Exhibit B - Pricing - Cactus.pdf, Oil Price Adjustment - FY2324 3Q Cactus.pdf, REVISED Attachment B-6 Pricing Matrix (BT-03YZ) CACTUS JOC PRICING 4-26-2023.xlsx		

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

EXHIBIT C

Additional Rental Equipment

Client	Town of Pinetop-Lakeside	Rental Equipment Quote http://www.empire-cat.com/rentalterms	1/18/2024	
Contact	Daniel Rawlings			
Phone #	928-368-3544			
Location	Pinetop-Lakeside			

Rental Sur-Charge					REP Charge %					Sales Tax %					Show Low					8.43%				
Machine #1 CAT CW16 Pneumatic Roller										Machine #2 CAT CW16 Pneumatic Roller														
Notes: State Rental Contract CTR066395										Notes:														
Notes:										Notes:														
Oversized:										Oversized:														
GET/Notes: Rates										GET/Notes: Rates														
Daily										Daily														
Week										Week														
4/Week										4/Week														
Rates										Rates														
\$279.00										\$279.00														
\$1,053.00										\$1,053.00														
\$3,124.00										\$3,124.00														
REP Charge										REP Charge														
Hwy. Plt. 3% Fee										Hwy. Plt. 3% Fee														
Rental Surcharge										Rental Surcharge														
Sub Total										Sub Total														
\$279.00										\$279.00														
\$1,053.00										\$1,053.00														
\$3,124.00										\$3,124.00														
Sales Tax										Sales Tax														
\$23.52										\$23.52														
\$88.77										\$88.77														
\$263.35										\$263.35														
Total Cost										Total Cost														
\$302.52										\$302.52														
\$1,141.77										\$1,141.77														
\$3,387.35										\$3,387.35														
Freight: Delivery										Freight: Delivery														
Pickup										Pickup														
Sales Tax										Sales Tax														
Total Freight										Total Freight														
Rates										Rates														
\$600.00										\$600.00														
\$600.00										\$600.00														
\$101.16										\$101.16														
\$1,301.16										\$1,301.16														
Notes/Fees:										Notes/Fees:														
Notes/Fees:										Notes/Fees:														

ALL FREIGHT CHARGES ARE SUBJECT TO CHANGE IF EQUIPMENT REQUIRES ESCORT

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.

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.

*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.

*Re-Rent Options with other departments and Caterpillar dealers	*Be the Best Attitude ensures quality	*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	
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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

RENTAL RESERVATION

229297486

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

Customer # : 451627
Reserved Date : 01/18/24
Scheduled Out : 06/17/24 08:00 AM
Estimated In : 07/01/24 08:00 AM
UR Job Loc : WILL CALL, SHOW LOW
UR Job # : 8
Customer Job ID: 8
P.O. # : CHIP SEAL
Ordered By : DANIEL RAWLINGS
Written By : DALTON QUIMBY
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			383.00	1,156.00	2,312.00	
							Rental Subtotal:	2,312.00
SALES/MISCELLANEOUS ITEMS:								
Qty	Item		Price		Unit of Measure		Extended Amt.	
1	PROPERTY TAX SURCHARGE	[DRSURAZ/MCI]	34.680		EACH		34.68	
							Sales/Misc Subtotal:	34.68
							Agreement Subtotal:	2,346.68
							Tax:	197.82
							Estimated Total:	2,544.50

COMMENTS/NOTES:

CONTACT: DANIEL RAWLINGS
 DANIEL
 CPU

SOURCEWELL BASED CONTRACT 062320 URI

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.



Proposal

1950 E. Adams, Suite C Show Low, AZ 85901
 (928) 537-2008 Fax (928) 537-2912 Email: afton@perkinscinders.com

Proposal Submitted to: Town Of Pinetop-Lakeside	Date: 2/1/2024	Bid # B.24.47
ATTN: Daniel Rawlings	Phone: 928-368-8696	Cell Phone: 928-368-8885
Street: 958 S. Woodland RD	Email: drawlings@pinetoplakesideaz.gov	
City, State, and Zip: Lakeside, AZ 85929		

Job Location: N/A

We hereby submit specifications and estimates for: FOB Materials

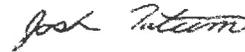
Item #	Description	Quantity	Unit	Unit Price	Total Price
1	3/8 Basalt Chips	1400	TON	\$19.00	\$ 26,600.00

Subtotal:	\$ 26,600.00
6.43% Sales Tax:	\$ 1,710.38
Total:	\$ 28,310.38

Payment to be made as follows: Upon Services Provided

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature _____



Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date of Acceptance: _____

EXHIBIT D

Navajo County Pavement Marking Contract No. B225-06-028

PAVEMENT MARKINGS

NAVAJO COUNTY, ARIZONA CONTRACT #B22-06-028

BIDDER'S INFORMATION CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS

Fern Benally, District I
Vice-Chairman Alberto Peshlakai, District II
Jason E. Whiting, District III
Daryl Seymore, District IV
Chairwoman Dawnafe Whitesinger, District V

COUNTY MANAGER

Glenn Kephart, P.E.

CLERK OF THE BOARD

Melissa W. Buckley

Public Works Director

John Osgood



TABLE OF CONTENTS

PAVEMENT MARKINGS

NAVAJO COUNTY, ARIZONA CONTRACT #B22-06-028

		<u>Pages</u>
Section I	Notice of Invitation for Bids	CFB-1
Section II	Special Provisions Technical Specification	SP-1 to SP-13 TS-1 to TS-2
Section III	Contract Forms: Contract Contract Performance Bond Labor and Materials Bond	C-1 to C-2 CPB-1 LMB-1
Section IV	Bid Forms: Bidder's Checklist Proposal Bidding Schedule Bid Bond Affidavit of Non-Collusion Subcontractor Certification Statement of Equipment	CK-1 P-1 to P-2 BS-1 BB-1 ANC-1 SC-1 SE-1



SECTION I

NOTICE OF INVITATION FOR BIDS



**NAVAJO COUNTY
NOTICE OF INVITATION FOR BIDS
B22-06-028
PUBLIC WORKS DEPARTMENT
ANNUAL CONTRACT FOR PAVEMENT MARKINGS**

The Navajo County Board of Supervisors is seeking bids from qualified suppliers of **PAVEMENT MARKINGS** to enter into an annual contract to supply Pavement Markings 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 AT:
<https://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 Talker Drive, P.O. 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 submit 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:	B22-06-028
IFB DUE DATE:	AUGUST 10, 2022 AT 2:00 P.M., MST
PUBLIC BID OPENING DATE:	AUGUST 10, 2022 AT 2:15 P.M., MST
SUBMITTAL LOCATION:	Clerk of the Board of Supervisor's Office 100 East Code Talker Drive P.O. Box 668 Holbrook, Arizona 86025

DIRECT WRITTEN QUESTIONS TO:

**Eileen Smith, Account Specialist, Navajo County Public Works
(928) 524-4100
eileen.smith@navajocountyaz.gov**

Holbrook Tribune:
7/13/22 – 7/20/22 – Publish Date(s)

White Mountain Independent
7/15/22 – 7/19/22 – Publish Date(s)

SPECIAL PROVISIONS

PAVEMENT MARKINGS

Contract #B22-06-028

The work consists of furnishing labor materials and equipment to install Pavement Markings within Navajo County in accordance with the Arizona Department of Transportation Construction Standard Drawings (Series), 2001; Signing and Marking Standard Drawings, 1991 with current revisions; and Sections 704, 708, and 709, Standard Specifications for Road and Bridge Construction, 2008 edition, as modified in these Special Provisions.

This is an invitation for proposals to furnish all materials, labor, and equipment for the purpose of applying yellow and/or white traffic paint with reflective glass beads at various locations specified by Navajo County. This will be a twelve-month contract to apply pavement markings at the contract price on an as-needed basis. Upon written mutual agreement, Navajo County reserves the right to renew the Contract for up to four (4) additional one-year terms. Quantities in the contract documents are estimates only. Navajo County will issue a Notice to Proceed, including any completion time limits for individual blocks of work on a mutually acceptable schedule.

The Contractor shall furnish any and all paint materials, labor, construction equipment, and services, required for performing all work for construction for "**PAVEMENT MARKINGS, NAVAJO COUNTY, CONTRACT #B22-06-028**" in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the Owner, 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. *Contractor shall maintain insurance as stated in ADOT Section 107.14 throughout the term of the contract.*

Wherever reference in these Standards is made to ADOT, 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.

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

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

It is the intention of Navajo County that prices quoted shall remain firm during the term of this contract. In the event economic conditions are such that price increases or decreases become necessary, the vendor must submit to the Public Works Department a formal request for increases with supporting documents, i.e., manufacturers' price lists, suppliers' notices of price increases, etc. Navajo County will review such requests and test the market to determine whether or not the prices are reasonable. Navajo

County shall use the ADOT publications "Price Adjustment for Bituminous Material" and "109 Fuel" when considering escalation increases during the term of the contract. Navajo County may, at its sole discretion, approve or disapprove the increase/decrease or discontinue procurement of specified items of the bid, and proceed to obtain the item(s) on the open market. Navajo County will not consider any price increases during the first one hundred twenty (120) days of this contract. Price increases will not be honored until approval by the Board of Supervisors, and a formal letter of approval is issued to the Contractor.

PROJECT SPECIFICATIONS

The ADOT Standard Specifications are modified as follows for the **Navajo County PAVEMENT MARKINGS Contract, Bid #B22-06-028**.

SECTION 101 DEFINITIONS AND TERMS

101.01 Abbreviations: Add

NCPWD Navajo County Public Works Department

101.02 Definitions: Add

Additive Alternate: An item that may be added to the contract for related work or for alternate materials.

Agent: The Navajo County Board Public Works Department is the Contracting Agent for all work included in this contract.

Award: The acceptance by Navajo County of the successful bidder's proposal.

Bidder: Any individual, partnership, firm, or corporation acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

Board of Supervisors: The governing body of Navajo County acting under the authority of the laws of the State of Arizona.

Certified Flagger: An individual who has been trained and certified by the Arizona Department of Transportation, an Arizona County or Municipal agency, the Federal Highway Administration, or the Highway agency of another state to control traffic in a construction zone within the past three years. Individuals certified outside Arizona must also exhibit familiarity with Arizona laws.

Change Order: A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

Pay Item: A specific unit of work for which a price is provided in the contract. All Pay Items on this contract will be measured in Standard English units.

Contractor's Engineer: The Arizona Registered Professional Civil Engineer, individual, partnership, firm, or corporation duly authorized by Contractor to be responsible for engineering supervision, quality control, and certification of the contract work.

Department: The Navajo County Public Works Department.

Director: The Navajo County Director of Public Works.

Engineer: The County Engineer acting under the authority of Arizona Revised Statutes § 11-562 and derivative Navajo County policies and ordinances, or his designated representative in matters relating to contract development, administration and construction activities. The use of the word Engineer without any modifiers in these specifications relates to the County Engineer, Assistant County Engineer, Project Engineer, Project Manager, Sign Supervisor, Sign Utility Worker, or Road Inspectors within the limits of their authority.

Inspector: An authorized representative of the Engineer assigned to make all necessary quality assurance inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor. This includes Deputy Directors of Public Works, Road Supervisors, Road Maintenance Foremen, and Engineer as defined above.

Inspector's Overtime Pay: Any and all pay to the Owner's Inspector for overtime hours worked resulting from the Contractor having worked overtime without prior written approval from the Engineer, or with less than two working days' notice of the requested overtime. The inspector's overtime pay shall be the actual monies paid by the County and shall be reimbursed by the Contractor to the County. Certified payrolls for the Owner's Inspector's Overtime will be submitted to the Contractor for approval. The cost for the Owner's Inspector's Overtime Pay will be deducted from the Contractor's billing.

Intention of Terms: Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words, "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

The words "shall" or "must" are mandatory actions by the Contractor. "Should" implies a preferred or recommended action, and "may" is a permissible action.

Laboratory: A testing laboratory as may be designated or approved by the Engineer to test construction materials and products.

Notice To Proceed: A written notice to the Contractor notifying him/her of the date to start performing the obligations required by the contract documents.

Overtime Hours: Any and all hours worked which are other than a normal work week as defined herein. Contractor must give prior written notification to the Public Works Director or his authorized representative, for any and all overtime hours to be worked. It shall be at the Engineer's discretion to provide an Inspector at the work site to ensure compliance during any and all overtime hours worked.

Owner: The term Owner shall mean Navajo County.

Project: The scope of work for accomplishing specific tasks as described in these documents.

Work Week: A work week shall consist of forty (40) hours beginning on Sunday and ending on Saturday.

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 an Equipment List of the type; size, power or model; year of manufacture; and quantity of each item of equipment proposed by the Contractor to be used on the project. This list will be considered as indicative of the ability of the Bidder to perform the work in the recommendation of award for the Contract. Bidders are encouraged to attach to their bids a list of references including similar contracts they have completed.

102.06 Interpretation of Quantities in the Bidding Schedule: Add:

Portions of the work are listed in the Bid Documents as ALTERNATES, which means that they may or may not be awarded. Bidders shall bid all work items. Bidding \$0.00 or leaving a blank space in the unit price or extended price column shall render the bid non-responsive.

102.07 Examination of Plans, Specifications, and the Site of the Work: Add the following line to the end of the first paragraph:

There is no pre-bid conference scheduled for this work. 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, August 03, 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 furnished to all prospective bidders by end of day on **August 04, 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 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 the special provisions. Proposal pamphlets are not transferable.

The bidder shall specify a unit price, in figures, for each pay item for which a quantity is given 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 bidding schedule does not contain a unit price for each pay item listed.
 - (5) If the bidder fails to include a completed equipment list and

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. All proposals shall be submitted prior to the time specified for submission of bids and at the place specified in the advertisement for bids. Proposals received after the time set for opening the bids will be returned to the bidder unopened.

102.11 Delivery of Proposals: Add:

The bid shall be sealed in an envelope plainly marked "**BID FOR PAVEMENT MARKINGS, NAVAJO COUNTY, ARIZONA, CONTRACT #B22-06-028**" on the outer envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by the date and time specified in the Notice of Invitation for Bids, to the Office of the Board of Supervisors, Navajo County Governmental Center, 100 E. Code Talkers Drive, P.O. Box 668, Holbrook, AZ 86025, **No late bids will be accepted.** 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 (\$1,000.00).

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 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, Navajo County Governmental Center, P.O. Box 668, 100 E. Code Talkers Drive, Holbrook, AZ, 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 out 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.

103.02 **Interpretation of Proposals:** of the Standard Specifications is revised to read:

The Department will consider the following in interpreting proposals:

- (A)** In the event of a discrepancy between unit bid prices and extension, the unit bid price shall govern. The extended amount for the affected item(s) and the total bid will be recomputed accordingly.
- (B)** Unit prices may show up to two decimal places. Decimal places beyond two will be truncated. The extended amount for the affected item(s) and the total bid will be computed accordingly.
- (C)** The Department will not correct errors in unit bid prices, even if it is demonstrated that the error was a clerical error.

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 ten calendar days after the date of the Notice of Award Letter.

A notice of award will be issued after the Contract(s) is approved by the Board of Supervisors. 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 ten 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 lowest responsible bidder(s) or the work may be re-advertised as the Department may decide.

SECTION 104 SCOPE OF WORK:

104.03 Notification: Add before (A):

As soon as the Contractor becomes aware of a potential discrepancy between the Project Documents and actual field conditions that may affect the work, or if parts of these documents require clarification for the Contractor to continue to perform the work, a signed REQUEST FOR CLARIFICATION shall be submitted to the Engineer for review in accordance with this section. If Contractor believes that the Clarification provides grounds for additional compensation, the Contractor should not proceed with the work until the Engineer completes the review and issues written authorization to proceed.

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 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 warning to the same individual will result in the individual being banned from the project.

SECTION 108 PROSECUTION AND PROGRESS:

108.06 Character of workers: Add the following after the second paragraph:

No person under the age of sixteen years for normal occupations, no person under the age of eighteen years in hazardous occupations, and no person currently serving a

sentence in a penal or correctional institution shall be employed to perform any work under this Contract. All work within the public right-of-way, and work on and around construction equipment will be considered as a hazardous occupation under the provisions of this contract. The Contractor shall insure all employees meet applicable Federal, State, and local residency laws prior to employment, under this Contract, except in accordance with provisions of law in such cases made and provided.

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

This will be a *twelve-month* contract performed by individual Work Orders and Notice to Proceed on a mutually acceptable schedule. Upon written mutual agreement, Navajo County reserves the right to renew the Contract for up to four (4) additional one-year terms at the original bid price. It is anticipated that the Department will query each Contractor in the last quarter of the contract term concerning the renewal of the contract. Time limits for each individual Work Order will be specified in the Notice to Proceed.

SECTION 109 MEASUREMENT AND PAYMENT:

109.01 Measurement of Quantities: Add to the first paragraph:

Measurement will be "in place" for the completed work, 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 and as shown on the plans.

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) Preparation and submittal of operation and traffic control, whether specified herein or required by other agencies.
- (B) Furnishing and maintaining sanitary facilities and any field offices for the use of the Contractor's personnel.
- (C) Obtaining and maintaining any required environmental or other permits and licenses beyond those already provided by Navajo County.
- (D) Quality Control and Quality Assurance testing of materials and in-place construction.

109.06 Partial Payments and Retention: Add the following:

The Contractor shall submit an invoice to the Engineer for the completed and accepted pavement markings as provided in the specifications during the preceding month. Payment shall constitute full compensation for supplying the units to the designated areas within Navajo County, except that the Department may elect to retain up to 5% of the value of the work. **Invoices shall be considered received when the Navajo County Project Manager submits the signed original.**

The Contractor shall submit all pay requests, on company letterhead or attached to the company invoice form, as signed spreadsheets showing the work items, the unit price bid for the work, the quantity bid, and the quantity completed to date. It may also show the quantity completed during this pay period and the total dollar amounts. Any extra work other than quantity changes that have been authorized shall include a copy of the Engineer's signed order for the work. The Engineer shall review the spreadsheet, annotate any corrections, and return it to the Contractor within seven days of receipt, or if it is complete and correct, will process the payment. Contractor shall submit Applications for Payment to the Project Manager on or before 12:00 Noon of the second Monday of the month in order to be paid within the requirements of A.R.S. §34-221.

Payment of invoices received after this time may be deferred until after the first Board Supervisors' meeting of the next month.

109.09 Acceptance and Final Payment: Add:

Upon substantial completion of the work, the Contractor shall prepare the final payment request. The final payment will include all outstanding retainage and such other funds as are due to the Contractor. The Contractor shall complete the punch list and submit to the Engineer within fifteen (15) days after submittal of the final payment request.

All portions of the work shall be guaranteed for workmanship and materials for a period of one year from the date of the final acceptance of the work by the Department.

SECTION 708 PERMANENT PAVEMENT MARKINGS:

708-2.02 (A) General: of the Standard Specifications is modified to add:

Certificates of Compliance conforming to the requirements of Subsection 106.05 shall be submitted.

708-3.02 Application: Replace the third and fourth sentence of the Standard Specifications as follows:

Navajo County (Personnel and Equipment) shall remove dirt, debris, grease, oil, rocks or chips from the pavement surface prior to the Contractor applying markings. The method of cleaning the pavement surface and removal of detrimental material is subject to approval by the Navajo County Engineer and shall include sweeping and the use of high-pressure air spray.

SECTION II

SPECIAL PROVISIONS

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

PAVEMENT MARKINGS, #B22-06-028

Pavement Markings shall be in accordance with ADOT Standard Specifications for Road and Bridge Construction, 2008 Edition, the *Manual on Uniform Traffic Control Devices (MUTCD)*, Part VI, U.S. Department of Transportation, Federal Highway Administration, 2001 Edition, and all subsequent revisions thereto, and as modified herein.

Material – All paint materials shall comply with ADOT Standard Specifications, in particular, Section 708-2.01. **Traffic paint shall be water borne with both yellow and white paints being lead-free.** Glass beads shall conform to ADOT specifications, Section 708-2.01. Certificates of compliance will be required when requested. Request for use of substitute materials shall be submitted to the Owner for approval.

Application and Tolerances – Pavement markings shall be applied when the pavement surface is clean and dry when the weather is not foggy, rainy, or otherwise adverse to the application of paint or other material. **Navajo County will do sweeping prior to application.** The Contractor shall not apply markings until the Owner gives final approval. Personnel who are experienced in this work shall do application of pavement markings. In all cases, pavement markings shall be placed in accordance with ADOT Standard Specifications, Section 708-3.02 and MUTCD.

Tolerance for application of paint and beads:

- A) The finished line shall be smooth, aesthetically acceptable, and free from waviness. The end of the line shall be square and free from splatter, dribble, or trailings. Rework will be required for striping applied below these standards.
- B) Centerlines and edge lines shall be 4" or 6" wide, or as directed by the County Engineer. White channelizing lines for left turn bays shall be 6" wide. Line width variation more than ¼" shall require reduction in pay or rework, if necessary.
- C) Painted lines shall be installed at 15 mils wet film thickness or at a minimum rate of 300 lf. per gallon. The inspector shall perform spot checks for wet mil thickness compliance and require inspection of quantities of materials when desired. Rework will be required for striping applied below these standards.
- D) The space or gap between double yellow lines shall be 4" clear for 4" stripes and 6" clear for 6" stripes. A reduction in pay or rework will be required if the gap for 4" stripes is less than 3.75" or more than 4.25" or if the gap for 6" stripes is less than 5.75" or more than 6.25".
- E) Glass reflectorized beads shall be applied on the wet paint at a minimum rate of six pounds to each gallon of paint. All painted lines are to receive glass beads at this rate. Any line discovered to have been applied without glass beads shall be re-striped by the contractor within 24 hours.
- F) Any error in striping pattern deemed by the Owner to be the responsibility of the Contractor shall be corrected by the Contractor, including obliteration as necessary, at the Contractor's expense.

Equipment – The Contractor shall maintain, during the entire period of the contract, equipment sufficient in operational conditions and capacity, to efficiently perform the work and services

required by this contract. Downtime due to equipment failure shall not exceed one day. If an excess of one day down time occurs, the Contractor shall notify the Owner of the problem and estimated down time. The Owner reserves the right if more than one day of down time occurs, to have roads striped which are deemed essential by the Owner. Any additional cost over the contract amount will be charged to the Contractor.

The minimum equipment required shall include:

- A) One self-propelled pavement marking machine capable of a four inch clear-cut line or lines and a clear-cut eight inch line. The machine shall be equipped with a glass bead dispenser controlled by the spray gun mechanism.
- B) The self-propelled pavement marking machine shall be equipped with a mechanical device capable of placing a broken reflectorized line with a ten foot painted segment and a thirty foot gap.
- C) The equipment shall be capable of striping a minimum of ten thousand lineal feet per day if required.

Weather Limitations – The painting shall be performed only when the surface is dry, when the atmospheric temperature is above 50 degrees f, and when the weather is not foggy or windy.

Surface Preparation – Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material, which would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by sweeping, blowing or by other methods as required to remove all dirt, laitance, and loose materials.

Protection – After application of the paint, all markings shall be protected from damage until the paint is dry. All surfaces shall be protected from disfiguration by splatter, splashes, spillage, or drippings of paint.

SECTION III

CONTRACT FORMS

CONTRACT

THIS CONTRACT is made and entered into as of September 13, 2022 (the "Effective Date") by and between Navajo County ("County") and Arizona Lines, LLC. ("Contractor").

1. **SCOPE OF WORK:** Contractor shall furnish any and all materials, equipment and labor required for performing all work for **Pavement Markings, Contract #B22-06-028**", 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, Technical Specifications, General Provisions, Special Provisions, Proposal dated August 09, 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 #B22-06-028**. Contractor shall submit invoices to County for all work performed hereunder. No later than 14 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.

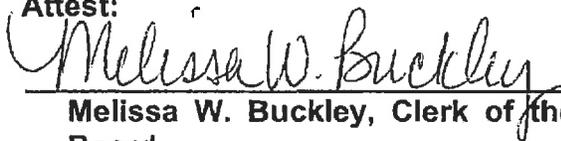
B. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. The term "scrutinized business operation" shall have the meaning set forth in A.R.S. §§ 35-391 or 35-393, as applicable. Any falsification in regard to this 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 
Dawnafe Whitesinger, Chairwoman
Board of Supervisors

Attest:


Melissa W. Buckley, Clerk of the
Board

CONTRACTOR

Arizona Lines, LLC
Company

By 

Christopher Aarup
Print Name

Owner
Title

BID TAB
Pavement Markings, Contract #B22-06-028

HIGHWAYS				Pavement Marking, LLC 1001 S. 54th Avenue Phoenix, Az 85043		Arizona Lines, LLC 25395 W. Fremont Ct., Buckeye, Az 85326		Franklin Striping Inc. 2832 S. 45th Street Phoenix, Az 85040		% Difference from 2021
ITEM	TYPE	ESTIMATED QUANTITIES	UNITS MEASURED	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
1	4" Yellow Centerline	900,000	LF	\$0.12	\$108,000.00	\$0.12	\$108,000.00	\$0.14	\$126,000.00	50%
2	4" White Edge Line	1,600,000	LF	\$0.12	\$192,000.00	\$0.12	\$192,000.00	\$0.14	\$224,000.00	50%
3	6" Yellow Centerline	90,000	LF	\$0.15	\$13,500.00	\$0.16	\$14,400.00	\$0.21	\$18,900.00	60%
4	6" White Edge Line	160,000	LF	\$0.15	\$24,000.00	\$0.16	\$25,600.00	\$0.21	\$33,600.00	60%
5	12" White Stop Bar	400	LF	\$0.95	\$380.00	\$0.42	\$168.00	\$0.80	\$320.00	5%
6	White Crosswalk Hash Mark	5,000	LF	\$0.95	\$4,750.00	\$0.42	\$2,100.00	\$0.80	\$4,000.00	-16%
7	8" White Turn Lane Bar	2,500	LF	\$0.22	\$550.00	\$0.22	\$550.00	\$0.28	\$700.00	83%
8	12" White Crosswalk	2,000	LF	\$0.95	\$1,900.00	\$0.42	\$840.00	\$0.80	\$1,600.00	5%
9	24" White Crosswalk	3,200	LF	\$1.95	\$6,240.00	\$0.80	\$2,560.00	\$1.60	\$5,120.00	3%
10	12" Yellow Crosswalk	1,500	LF	\$0.95	\$1,425.00	\$0.42	\$630.00	\$0.80	\$1,200.00	5%
11	24" Yellow Crosswalk	3,200	LF	\$1.95	\$6,240.00	\$0.80	\$2,560.00	\$1.60	\$5,120.00	3%
12	Roadway Layout	10	HOURS	\$125.00	\$1,250.00	\$85.00	\$850.00	\$750.00	\$7,500.00	-15%

PARKING LOTS				Pavement Marking, LLC 1001 S. 54th Avenue Phoenix, Az 85043		Arizona Lines, LLC 25395 W. Fremont Ct., Buckeye, Az 85326		Franklin Striping Inc. 2832 S. 45th Street Phoenix, Az 85040		% Difference from 2021
ITEM	TYPE	ESTIMATED QUANTITIES	UNITS MEASURED	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
13	White Arrows	12	EACH	\$75.00	\$900.00	\$35.00	\$420.00	\$50.00	\$600.00	-0.30
14	Handicap Symbols	8	EACH	\$150.00	\$1,200.00	\$50.00	\$400.00	\$65.00	\$520.00	-0.50
15	4" White Parking Lot Stripe including Layout	5,000	LF	\$0.75	\$3,750.00	\$0.40	\$2,000.00	\$0.80	\$4,000.00	0.33

TOTALS					\$366,085.00		\$353,078.00		\$433,180.00	
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STATUTORY PERFORMANCE BOND

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES (PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, Arizona Lines, LLC. (hereinafter called the Principal), as Principal, and American Contractors Indemnity Company (hereinafter called Surety), a corporation duly organized and existing the laws of the State of CA with its principal office in the City of Los Angeles holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Navajo County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT) Three Hundred Fifty Three Thousand Seventy Eight & 00/100 dollars (\$ 353,078.00), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee to PAVEMENT MARKINGS, CONTRACT #B22-06-028, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgement such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this 6th day of October, 2022

Arizona Lines, LLC. Principal Seal American Contractors Indemnity Company Surety Seal WORLDWIDE INSURANCE SPECIALISTS, INC. Agency of Record Arizona Countersignature 13341 W Indian School Rd, Suite 305, Litchfield Park, AZ 85340 Address 888-518-8011 Phone Number

By: [Signature] By: [Signature]

Agency Address: 13341 W Indian School Rd Suite 305, Litchfield Park, AZ 85340

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES

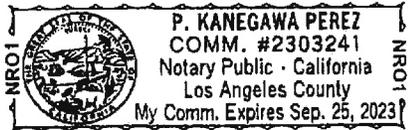
On October 6, 2022 before me, P. KANEGAWA PEREZ, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared ADAM FEINBERG
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Handwritten Signature]* (Seal)



STATUTORY LABOR AND MATERIALS BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, Arizona Lines, LLC. (hereinafter called the Principal), as Principal, and American Contractors Indemnity Company (hereinafter called Surety), a corporation duly organized and existing the laws of the State of CA with its principal office in the City of Los Angeles holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Navajo County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT) Three Hundred Fifty Three Thousand Seveny Eight & 00/100 dollars (\$ 353,078.00), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee to PAVEMENT MARKINGS, CONTRACT #B22-06-028, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgement such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this 6th day of October, 2022

Arizona Lines, LLC.
Principal Seal
American Contractors Indemnity Company
Surety Seal
WORLDWIDE INSURANCE SPECIALISTS, INC.
Agency of Record
Arizona Countersignature
13341 W Indian School Rd, Suite 305, Litchfield Park, AZ 85340
Address
888-518-8011
Phone Number

By: [Signature]
By: [Signature]

Agency Address:
13341 W Indian School Rd
Suite 305, Litchfield Park, AZ 85340

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES

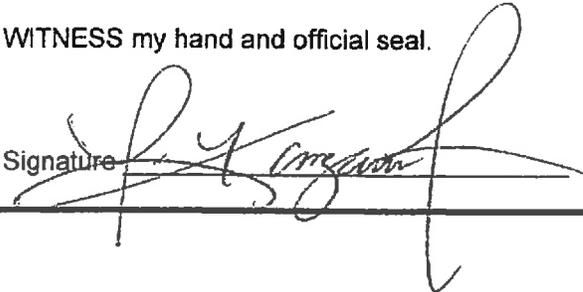
On October 6, 2022 before me, P. KANEGAWA PEREZ, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared ADAM FEINBERG
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

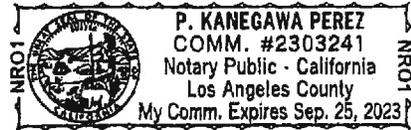
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**FRANK MESTER, ADAM FEINBERG, PORNTIP TAH CARAZZA, CARLA PINEDA,
PAUL LINDINGER, ANDREW MIRAFLOR OF LOS ANGELES, CALIFORNIA**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (***\$3,000,000.00***). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute; acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By:
Daniel P. Aguilar, Vice President

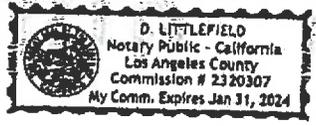
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 6th day of October, 2022.

Corporate Seals
Bond No. 100690406
Agency No. 9012



Kio Lo, Assistant Secretary

SECTION IV

BID FORMS

**CONTRACT FOR
PAVEMENT MARKINGS
NAVAJO COUNTY BID #B22-06-028**

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	✓
BID SCHEDULE	✓
BID BOND	✓
EXECUTED AFFIDAVIT OF NON-COLLUSION	✓
SUBCONTRACTOR CERTIFICATION	✓
STATEMENT OF EQUIPMENT	✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials/ Date	CA	_____	_____	_____	_____

Signed and dated this 9th day of August, 2022

Arizona Lines, LLC

 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 the **Pavement Markings, Navajo County Bid #B22-06-028**.

All proposals shall be filed with the **CLERK OF THE BOARD OF SUPERVISORS** at the Navajo County Governmental Center on or before **August 10, 2022 at 2:00 p.m., M.S.T.**

PROPOSAL

TO THE NAVAJO COUNTY BOARD OF SUPERVISORS

Gentlemen:

The following Proposal is made for the **PAVEMENT MARKINGS, CONTRACT #B22-06-028**, in the County of Navajo in the State of Arizona.

The following Proposal is made on behalf of:

Arizona Lines, LLC

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: _____

Corporate Address: _____

Incorporated under the laws of the State of: _____

By (Signature): _____ Date: _____

President: _____

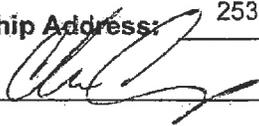
Secretary: _____

Treasurer: _____

If by a Firm or Partnership:

Firm or Partnership Name: Arizona Lines, LLC

Firm or Partnership Address: 25395 W. Fremont Ct., Buckeye, AZ 85326

By (Signature):  Date: 8-9-22

Name and Address of Each Member: Chris Aarup 25395 W. Fremont Ct., Buckeye, AZ 85326,

Joseph Short 12503 N. 86th Dr., Peoria, AZ 85381, Manuel Diaz 12501 W. Rosewood Dr., El Mirage, AZ 85335

If by an Individual:

Signature: _____ Date: _____

BID SCHEDULE
Pavement Markings, Contract #B22-06-028

HIGHWAYS					
ITEM	TYPE	ESTIMATED QUANTITIES	UNITS MEASURED	UNIT PRICE	TOTAL PRICE
1	4" Yellow Centerline	900,000	LF	0.12	\$108,000.00
2	4" White Edge Line	1,600,000	LF	0.12	\$192,000.00
3	6" Yellow Centerline	90,000	LF	0.16	\$14,400.00
4	6" White Edge Line	160,000	LF	0.16	\$25,600.00
5	12" White Stop Bar	400	LF	0.42	\$168.00
6	White Crosswalk Hash Mark	5,000	LF	0.42	\$2,100.00
7	8" White Turn Lane Bar	2,500	LF	0.22	\$550.00
8	12" White Crosswalk	2,000	LF	0.42	\$840.00
9	24" White Crosswalk	3,200	LF	0.80	\$2,560.00
10	12" Yellow Crosswalk	1,500	LF	0.42	\$630.00
11	24" Yellow Crosswalk	3,200	LF	0.80	\$2,560.00
12	Roadway Layout	10	HOURS	85.00	\$850.00

PARKING LOTS					
ITEM	TYPE	ESTIMATED QUANTITIES	UNITS MEASURED	UNIT PRICE	TOTAL PRICE
13	White Arrows	12	EACH	35.00	\$420.00
14	Handicap Symbols	8	EACH	50.00	\$400.00
15	4" White Parking Lot Stripe including Layout	5,000	LF	0.40	\$2,000.00

All costs to include applicable taxes. The above unit prices bid shall be valid for a period of one hundred twenty days (120) from the time of contract signing.

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. Bidder 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 bid herein.

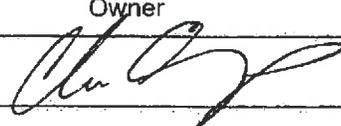
Vendor to indicate whether other governmental agencies may purchase against this contract.

YES NO

FIRM: Arizona Lines, LLC

PRINTED NAME: Chris Aarup

TITLE: Owner

SIGNATURE: 

DATE: 8-9-22



CASHIER'S CHECK

No. 7814507544

0923970

DATE August 9, 2022

PAY ONE THOUSAND DOLLARS AND 00 CENTS

\$ 1,000.00

TO THE ORDER OF NAVAJO COUNTY

MEMO BID NO B22-06-028

Location 7814 Anthem at Merrill Ranch-Safeway
U.S. Bank National Association
Phoenix, AZ 85004

Gene Nava
AUTHORIZED SIGNATURE

⑈ 7814507544⑈ ⑆092900363⑆ 150080235172⑈

AJO COUNTY

TY (BID) BOND

NOT BE LESS THAN ONE THOUSAND DOLLARS)

I, the undersigned _____

I, _____ of the State of _____, as Surety, hereinafter
bind myself and my heirs, executors, administrators, successors, and assigns, to be held and firmly bound unto the County of Navajo, as Obligee, in the sum of _____ thousand dollars, submitted by Principal to the County of Navajo for the purpose of payment of which sum well and truly to be made, the said Principal, my heirs, executors, administrators, successors, and assigns,

do hereby certify that its proposal for the "PAVEMENT MARKINGS, CONTRACT

and through its Board of Supervisors, shall accept the proposal to enter into a contract with the Obligee in accordance with the terms of the contract and certificates of insurance as may be specified in the contract and for the prompt performance of such contract and for the prompt payment of the same hereof, or in the event of the failure of the Principal to enter into a contract with another party to perform the work covered by the contract, it remains in full force and effect provided, however, that this bond shall be determined to the extent as if it were copied at length herein.

Signature and seals:

Surety

By Attorney-in-Fact

Address, Attorney-in-Fact

Subscribed and sworn to before me

this _____ day of _____ 2022

My commission expires: _____

Notary Public

**CERTIFICATION
INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on "**Navajo County, Arizona, Contract #B22-06-028,**" 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.

Arizona Lines, LLC

Name of Firm



By: (Signature)

Owner

Title

8-9-22

Date

STATEMENT of PROPOSED EQUIPMENT

At the time of the submission of bids on the **PAVEMENT MARKINGS, CONTRACT #B22-06-028**, my intention is to use the equipment listed below.

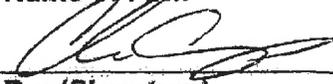
In indicating my intention to use certain equipment, this will acknowledge that I can complete the work within the specified time limits by using the listed equipment. I understand that this information will be used in comparing my bid to any others received and may affect the contract award.

Type of Equipment (e.g., Dozer)	Number of Units	Make/Model (e.g., CAT D-8)	Size (Volume, Weight, Power)	Year of Manufacture
Paint Truck	1	Volvo	56,000lbs	1999
Flatbed Truck	1	Ford F-350	1 Ton	2000
Haul Truck	1	Ford F-650	26,000lbs	2000
Pick-up Truck	1	Ford F-250	3/4 Ton	2014
Paint Machine	2	Graco Linelazer/5900	5 HP	N/A
Utility Trailer	1	WEIE	Tandem Axle	1994

(Attach a second sheet if needed)

Arizona Lines, LLC

Name of Firm



By: (Signature)

Owner

Title

8.9.22

Date



Navajo County Public Works Department

CONTRACT AMENDMENT NO. 1 ANNUAL PAVEMENT MARKINGS CONTRACT NO. B22-06-028

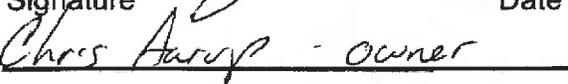
Mr. Christopher Aarup
Arizona Lines, LLC.
25395 W. Fremont Ct.
Buckeye, AZ 85326

In accordance with the provisions of the above-referenced contract, the terms and conditions are hereby amended as follows:

1. **CONTRACT EXTENSION:** The above contract is hereby mutually extended September 13, 2023 through September 12, 2024, unless terminated, canceled or extended as otherwise provided in the contract.

Except as expressly amended herein, the above-referenced contract is hereby ratified and reaffirmed.

Please signify your acceptance of this amendment by signing and returning to the above address attention Eileen Smith, as soon as possible.

Contractor hereby acknowledges receipt of and agreement with this amendment. A signed copy must be filed with the Navajo County Public Works Department. If you need to make changes to your address, correct the address above and initial.	The above referenced Contract Amendment is hereby executed this 27th day of June 2023, at Holbrook, Arizona.
 <hr/> Signature Date  <hr/> Typed/Printed Name and Title	<hr/> Chairman, Board of Directors



6517 N. 59th Ave.
 Glendale, AZ 85301
 Phone: 928-225-0493

TO: <u>Estimating Department</u> Project #: Project Name: Pinetop-Lakeside Striping-Navajo County Piggyback Location: Pinetop-Lakeside, Arizona Bid Date: 3/27/2024		AZ ROC #: 334431 338347 For additional information regarding this quote, please contact: Chris Aarup Phone: 928-225-0493 Email: caarup@arizonalines.com			
ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	4" YELLOW TRAFFIC PAINT	LF	104277	0.12	12,513.24
	4" WHITE TRAFFIC PAINT	LF	98282	0.12	11,793.84
	8" WHITE TRAFFIC PAINT	LF	675	0.22	148.50
	12 WHITE CROSSWALK	LF	1000	0.42	420.00
	18" WHITE STOP BAR	LF	40	0.63	25.20
	WHITE ARROW	EA	23	35.00	805.00
TOTAL:				\$	25,705.78

Notes & Exclusions:

The above estimated mobilization is for the following: All items listed above.
 Additional mobilizations may be charged for situations that would limit the above work from being completed as scheduled

Furnished in place per plans and specs. The contractor will be required to provide survey for pavement markings in accordance with ADOT Standard Specification 925-3.01 **CONTRACTOR TO SUPPLY SURVEY CONTROL POINTS SET EVERY 50FT.**

- CONTRACTOR TO PROVIDE TRAFFIC CONTROL FOR ALL PAVEMENT MARKING OPERATIONS**
- CONTRACTOR TO PROVIDE UNIFORMED OFFICER FOR ALL OPERATIONS WITHIN 300 FEET OF SIGNALIZED INTERSECTIONS**
- CONTRACTOR TO PROVIDE PICK UP BROOM FOR ALL OBLITERATION OPERATIONS**
- CONTRACTOR TO PROVIDE WATER SOURCE AND DUMP SITE FOR ALL WATERBLASTING OPERATIONS**

Due to fluctuations in material prices the above quote is good for 30 days from the Bid Date.
 Scheduling work: Contact Joseph Short at jshort@arizonalines.com or 480.819.7456

Please allow 2 weeks advance notice for pavement marking operations
 Please allow 6 weeks advance notice for obliteration operations

The estimated price also includes the furnishing of all material, labor, equipment, and incidentals necessary to complete the work in strict accordance with job plans and specifications. Quantities shown above are an estimate only, actual installed quantities will be invoiced. **PAYMENT TERMS TO BE NET 30**

Exclusions to the above price are as follows:

- | | |
|---------------------|--------------------------------|
| Heavy Sweeping | State, County, & City Permits |
| Traffic Control | Survey & Layout |
| Stripe Obliteration | Taxes not included |
| | Sealer for Stripe Obliteration |


 3/27/2024
 CHRIS AARUP-ESTIMATOR ARIZONA LINES, LLC

ACCEPTED _____ DATE _____