

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 24-1745

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, APPROVING THE PURCHASE OF ASPHALT FOR THE MOUNTAIN MEADOW RECREATION COMPLEX (MMRC) ADA TRAIL FROM PERKINS AGGREGATES AND HAUL ASPHALT USING PERKINS CINDERS, UTILIZING NAVAJO COUNTY'S PURCHASING CONTRACT, SUPPLY OF VARIOUS ROADWAY MATERIALS, NO. B24-02-006; 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 2024/25 Budget, which included the Public Works Grants Budget for the Arizona State Parks and Trails (ASPT) Mountain Meadow Recreational Complex Trail Access Improvement in the amount of \$57,892.87, and the Capital Plan Summary, Public Works Parks, Capital Projects

WHEREAS, Town Council approved the FY 2024/25 budget, and the Capital Plan Summary, Public Works Parks, Capital Projects – Mountain Meadow in the amount of \$400,000.00; and

WHEREAS, the Town of Pinetop-Lakeside Public Works Director presented to Town Council on July 2, 2020, an application submission to the Arizona State Parks and Trails Non-Motorized Grant Program for consideration to complete the Mountain Meadow Recreation Complex ADA Trail; and

WHEREAS, Town staff will construct approximately 1.2 miles of asphalt paved ADA pedestrian path in Mountain Meadow Recreation Complex; and

WHEREAS, Town staff deems it prudent and cost-effective to utilize the Cooperative Purchasing Agreement and Town Purchasing Policy to purchase materials and secure hot mix asphalt and hauling to complete the project; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona approve funding for FY24-25 hot mix asphalt and material hauling utilizing Navajo County's Purchasing Contract, Supply of Various Roadway Materials, No. B24 02 006, Perkins Aggregates (Exhibit A) and Perkins Cinders (Exhibit B) , in an amount not to exceed \$161,938.00; and hereby affirms and confirms that:

1. The purchase of hot mix asphalt, from Perkins Aggregates Contract (Exhibit A) and using Perkins Cinders Contract (Exhibit B) to haul asphalt material, is necessary to complete the FY24-24 Mountain Meadow Recreation ADA Trail "Project" will provide suitable ADA accessible pathways for pedestrians to safely traverse the perimeter of Mountain Meadow Recreation Complex and access various fields and events; and
2. The governing body of the Town designates the Town Manager to execute and deliver, and to witness or attest, respectively, the Cooperative Purchase Agreement with Perkins

Aggregates, Inc. (Exhibit C), the Cooperative Purchase Agreement with Perkins Cinders, Inc. (Exhibit D) and any related agreements, instruments and documents necessary to complete this transaction.

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 17th day of October 2024.



TOWN OF PINETOP-LAKESIDE

Stephanie Irwin

Stephanie Irwin, Mayor

APPROVED AS TO FORM:

William J. Sims

William J. Sims, III
Town Attorney

ATTEST:

Kristi Salskov

Kristi Salskov, CMC
Town Clerk

EXHIBIT A

NAVAJO COUNTY CONTRACT

SUPPLY OF VARIOUS ROADWAY MATERIALS B24-02-006

PERKINS AGGREGATES FULLY EXECUTED CONTRACT WITH BID PACKAGE

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SUPPLY of VARIOUS ROADWAY MATERIALS

NAVAJO COUNTY, ARIZONA
CONTRACT #B24-02-006

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SECTION I

NOTICE OF INVITATION FOR BIDS



NAVAJO COUNTY
NOTICE OF INVITATION FOR BIDS
B24-02-006
PUBLIC WORKS DEPARTMENT – CONTRACT FOR
SUPPLYING VARIOUS ROADWAY MATERIALS

The Navajo County Board of Supervisors is seeking bids from qualified suppliers of **VARIOUS ROADWAY MATERIALS** to enter into an annual contract for Supplying Various Roadway Materials to the Navajo County Public Works Department in Navajo County, Arizona.

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 DR., HOLBROOK, ARIZONA 86025 AT THE PUBLIC WORKS DEPARTMENT OR MAY DOWNLOAD THE PACKAGE AT: www.navajocountyaz.gov/571/Procurement—Solicitations.

Competitive sealed bids for the specified material or service shall be received by the Clerk of the Board of Supervisor's Office, 100 East Code Talkers Drive, 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 acknowledge receipt of addendums 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:	B24-02-006
IFB DUE DATE:	March 6, 2024 AT 3:00 P.M. LOCAL AZ TIME
PUBLIC BID OPENING DATE:	March 6, 2024 AT 3:15 P.M. LOCAL AZ TIME
SUBMITTAL LOCATION:	Clerk of the Board of Supervisor's Office P.O. Box 668 <i>(If mailing USPS must be mailed to the PO Box)</i> 100 East Code Talkers Drive Holbrook, Arizona 86025

DIRECT WRITTEN QUESTIONS TO:

Jeanine Carruthers
(928) 524-4100
Jeanine.carruthers@navajocountyaz.gov

Holbrook Tribune
2/14/24 & 2/21/24 - Publish Date(s)

White Mountain Independent
02/13/24 & 02/16/24 - Publish Date(s)

SECTION II

SPECIAL PROVISIONS

SPECIAL PROVISIONS

SUPPLY of VARIOUS ROADWAY MATERIALS NAVAJO COUNTY, ARIZONA, CONTRACT #B24-02-006

This is an invitation for proposals to provide the sale and/ or sale and delivery of various roadway materials for public roads in Navajo County. Navajo County **may award multiple contracts** for each item in each area. The successful bidders for one item may not necessarily be the successful bidder for other items. Bidders shall indicate the location of their stockpile and scales under the "Material Location" column in the Bid Schedule. This will be a twelve-month contract to provide various roadway materials at the contract price on an as-needed basis. Quantities in the contract documents are estimates only. Navajo County may award multiple contracts for each item and select the bidder at the time of purchase based on price, convenience, availability, and/or quality.

The Contractor shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for "**Supply of Various Roadway Materials, Navajo County, Contract #B24-02-006**" in accordance with the plans and these specifications in a workmanlike and a substantial manner and to the satisfaction of the Engineer, and strictly pursuant to and in conformity with the Specifications prepared by the Engineer, and with such modifications of the same and other documents that may be made by the Owner through the Engineer, or his properly authorized agents, as provided herein.

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

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

PROJECT SPECIFICATIONS

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

Standard Specifications:

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

Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, Edition of 2008 (Pub. # 31-066),

Arizona Department of Transportation, Highways Division, Standard Drawings, listed in the project plans and defined hereinafter,

Arizona Department of Transportation, Traffic Group, Manual of Approved Signs, (Pub. # 31-014),

Arizona Supplement to the Millennium edition, June 1, 2003 (Pub. # 31-010),

Arizona Department of Transportation Policy and Procedure Design manual (Pub #31-011)

Arizona Department of Transportation materials testing manual 2000 (Pub #31-016)

Arizona Department of Transportation Materials Preliminary Engineering & Design Manual (Pavement Design) (Pub #31-017) 1992

Maricopa Association of Governments Uniform Specifications for Public Works Construction (MAG)

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

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

Special Provisions

BID SUBMISSION:

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

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

PROPOSAL GUARANTY:

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

COPIES OF PROJECT DOCUMENTS:

If the primary and secondary contractor would like to receive 1 bound contract book with the signed contract, please notify the contact in the "Notice of Invitation for bids".

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

The ADOT Standard Specifications are modified as follows for **Supply of Various Roadway Materials, Navajo County, Arizona, Contract #B24-02-006.**

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

102.02 Prequalification of Bidders: Replace the entire section:

There is no prequalification requirement for this contract. Bidders should 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, and a list of the proposed suppliers and subcontractors. These documents will be considered as indicative of the ability of the Bidder to perform the work.

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

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

102.06 Interpretation of Quantities in the Bidding Schedule: Add:

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

102.07 Examination of Plans, Specifications, and the Site of the Work: of the Standard Specifications is revised to read:

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, February 28, 2024** to allow a reply to reach all bidders before submission of their Bid Proposal. If the Department determines interpretations or explanations are warranted, the response will be issued as an addendum to the Proposal Form and will be published on the County website by end of day on **March 1, 2024**. Written request(s) shall be directed to the contact identified in the "Notice of Invitation for Bids."

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

(A) General:

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

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

(B) Proposal Pamphlet Paper Submittal:

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

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

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

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

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

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

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

A joint venture bidder shall clearly show the name and post office address of each member or officer of the firms and the signature of one or more members or officers of each firm represented by the joint venture.

A corporate bidder shall clearly show the names, titles and business addresses of the president, vice president, secretary and treasurer; the name of the corporation; the state in which the

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

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

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

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

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

- (A)** Proposals may be considered irregular and may be rejected for any of the following reasons:
- (1) If any of the proposal documents show unauthorized alterations of any kind.
 - (2) If the proposal contains conditional or uncalled-for alternate bids.
 - (3) If the proposal documents contain erasures not initialed by the person or persons signing the proposal.
 - (4) If there is a submission of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
 - (5) If the bid is mathematically unbalanced.
 - (6) If the bid is materially unbalanced.
 - (7) If the bidder fails to sign the non-collusion certificate when submitting a bid in the paper format.
- (B)** Proposals will be considered irregular and will be rejected for any of the following reasons:
- (1) If the proposal or bidding schedule is on a form other than that furnished by the Department.
 - (2) If the bidder or surety fails to provide a proposal guaranty as specified in Subsection 102.12.
 - (3) If the bidder fails to sign the proposal.

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

102.11 Delivery of Proposals: Add:

The bid shall be sealed in an envelope plainly marked "**Bid for Supply of Various Roadway Materials, Navajo County, Arizona, Contract #B24-02-006**". 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 bids will be accepted after the specified date and time.** Bids will be publicly opened and read aloud per the Notice of Invitation for Bids.

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

(A) General:

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

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

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

(B) Paper Submittal of Proposal Guaranty:

The paper proposal guaranty shall be in the form of either a certified or a cashier's check made payable to Navajo County 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, P.O. Box 668, 100 E. Code Talkers Drive, Holbrook, AZ 86025, telephone (928) 524-4000.

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

(A) General:

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

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

SECTION 103 - AWARD AND EXECUTION OF CONTRACT:

103.01 Consideration of Proposals: of standard Specifications is revised to read:

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

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

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

It is anticipated that the Contract(s) will be awarded at the first regularly scheduled Board of Supervisors meeting, and Notice of Award Letter(s) will be issued immediately thereafter. No contract shall be considered as effective until it has been fully executed by all the parties thereto.

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

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

SECTION 106 CONTROL OF MATERIAL:

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

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

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

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

TABLE 106-1 QUALITY TESTING SUPERVISOR REQUIREMENTS	
One of (a) through (g) below.	
(a)	Professional Engineer, registered in the State of Arizona, with one year of highway materials testing experience acceptable to the Department.
(b)	Engineer-In-Training, certified by the State of Arizona, with two years of highway materials testing experience acceptable to the Department.
(c)	Obtained a Bachelor of Science Degree in Civil Engineering, Civil Engineering

- Technology, Construction, or related field acceptable to the Department; and with three years of highway materials testing experience acceptable to the Department.
- (d) Certified by the National Institute for Certification in Engineering Technologies (NICET) in the Construction Materials Testing field as an Engineering Technician (Level III) or higher in the appropriate subfield in which sampling and testing is being performed.
 - (e) Certified by NICET in the Transportation Engineering Technology field as an Engineering Technician (Level III) or higher in the Highway Materials subfield.
 - (f) Certified by NICET as an Engineering Technician, or higher, in Civil Engineering Technology with five years of highway materials testing experience acceptable to the Department.
 - (g) An individual with eight years of highway materials testing and construction experience acceptable to the Department.

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

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

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC:

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

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

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

- A.** The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, or disability.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or in behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, or disability.
- C. The Contractor will send to each labor union or representatives of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 and by the rules, and regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other actions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of Paragraph a. through g. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965 so that such actions with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter such litigation to protect the interests of the United States.

107.08 Public Convenience and Safety: Add:

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

SECTION 108 PROSECUTION AND PROGRESS:

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

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

SECTION 109 MEASUREMENT AND PAYMENT:

109.01 Measurement of Quantities: Add to the first paragraph:

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

Add after the first paragraph:

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

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

109.12 Fuel Cost Adjustment:

(A) General:

The Department will adjust monthly progress payments up or down as appropriate for cost fluctuations in diesel fuel as determined in accordance with these special provisions.

A fuel cost adjustment will be made when fluctuations in the price of diesel fuel, in excess of 15 percent, occur throughout this contract. The Department will not provide such adjustments for fluctuations in the price of diesel fuel of 15 percent or less.

No adjustments will be made for fluctuations in the price of fuels other than diesel.

(B) Measurement:

The base index price of fuel will be determined by the Department from the selling prices of diesel fuel published by OPIS (Oil Price Information Service). The base index price to be used will be the price for Diesel fuel No. 2, Low Sulfur, PAD 5, City of Phoenix. The reported average value for the Phoenix area will be used.

The base index price for each month will be the arithmetic average of the selling price for diesel fuel, as specified above, shown in the last four reports received prior to the last Wednesday of the month.

This price may be obtained from ADOT Contracts and Specifications Services at (602) 712-7221.

This price will be deemed to be the "initial cost" for diesel fuel on projects for which bids are opened during the following month. For this project the initial cost will be the index published on **February 28, 2024**.

The current index price for diesel fuel in subsequent months will be the base index price, determined as specified above, for the current month. The amount of adjustment per gallon will be the net difference between the "initial cost," adjusted by 15 percent, and the current index price. The monthly adjustment will be determined by the Engineer and included in the payment estimate as a fuel adjustment. For fluctuations in excess of 15 percent, fuel cost adjustments will only be made for current price index increases greater than 1.15 times the "initial cost" or for decreases less than 0.85 times the "initial cost." No calculation will be made for fluctuations in the current index price of 15 percent or less when compared to the "initial cost."

The cost of diesel fuel will be considered to be equal to one percent of the total construction costs for the project. The dollar amount of diesel fuel used each month will be considered to equal one percent of the dollar amount of work reported by the contractor for that month. The quantity of diesel fuel in gallons will be determined using the dollar value calculated above and the price per gallon specified as the "initial cost." A monthly adjustment, if applicable, will be made on this quantity, as shown below:

$$S = \frac{0.01(Q)}{IC} \times (CP - AC)$$

Where; S = Monetary amount of the adjustment (plus or minus) in dollars
CP = Current index price in dollars per gallon
IC = "Initial cost" as determined above, dollars per gallon
AC = Adjusted "initial cost" (1.15 or 0.85 times IC) in dollars per gallon
Q = Dollar amount of work completed for the month

No additional compensation will be made for any additional charges, costs, expenses, etc., which the contractor may have incurred since the time of bidding and which may be the result of any fluctuation in the base index price of diesel fuel.

No adjustments will be made for work performed beyond the contract time.

The need for application of the adjustments herein to extra work will be determined by the Engineer on an individual basis and, if appropriate, will be specified on the work order.

(C) Payment:

Price adjustments will be shown on the monthly progress estimate, but will not be included in the total cost of work for determination of progress or for extension of contract time.

SECTION 303 AGGREGATE SUBBASES AND AGGREGATE BASES:

303-2 Materials: Table 303-1 of the Standard Specifications is revised to read and add note 5:

TABLE 303-1									
Class of Aggregate	Percent Passing Sieve (Inch or No.)								PI, Max.
	3	1-½	1	¾	¼	⅜	8	200	
2		100	90-100				35-55	0-8.0	3
6		100	87-100		40-70		30-55	5-12	7-11

Notes:

- (1) The percentage, by weight, passing each sieve will be determined in accordance with the requirements of Arizona Test Method 201.
- (2) The PI (Plasticity Index) will be determined in accordance with the requirements of AASHTO T 90
- (3) Class 2 is a base; Class 6 is a sub-base.
- (4) For Class 2 aggregate, the amount of fractured coarse aggregate particles shall be at least 30 percent, when tested in accordance with the requirements of Arizona Test Method 212.
- (5) Class 6 aggregate shall have a percent of crushed material greater than or equal to 20, a liquid limit greater than or equal to 20.
- (6) Resistance to abrasion for Class 2 and Class 6 aggregate will be determined in accordance with the requirements of AASHTO T 96 and shall meet the following requirements:

Maximum loss of 9 percent at 100 revolutions

Maximum loss of 40 percent at 500 revolutions

When production of Class 2 aggregate requires composite mixing of materials from more than one source to meet the gradation requirements of Table 303-1, the material from each source shall meet the abrasion requirements specified herein.

SECTION 409 ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL):

409-1 Description: Add to the Standard Specifications:

All asphaltic concrete is to conform to ADOT Specifications 409 and 417 (or equivalent) relative to design mix, compaction, and testing subject to the special provisions listed in this section. Asphaltic cement is to be performance graded to PG 64-22. If any question arises as to which design to use for a given area, the default will be to use the PG 64-22. A mix design for each of these performance grades must be submitted and approved by the County Engineer.

409-2.01 Mineral Aggregate: Add to the first paragraph of the standard specifications

Gradation of Mineral Aggregate shall generally conform to the criteria for 1/2", 3/8" or 3/4" Mix.

409-2.02 Bituminous Material: the first paragraph of the Standard Specifications is revised to read:

Asphalt cement shall be an asphalt binder performance grade PG 64-22, conforming to the

requirements of Section 1005.

409-2.04 Mix Design: Item "2. Effective Voids: %, Range" of the table of the Standard Specifications is revised to read:

Criteria	Requirements			Arizona Test Method
	½" Mix	¾" Mix	¾" Mix	
2. Air Voids, % Range	4.8 ± 0.2	4.8 ± 0.2	4.8 ± 0.2	815

409-2.04 Mix Design: Add the following paragraph to the Standard Specifications:

The requirement for developing a job-mix formula is not intended to preclude use of an existing, validated mix design. Contractor may, at his option, submit an existing mix design for approval if the source of the aggregates, oil, or mineral admixture has not changed within the last calendar year. An existing design that meets all of the requirements of this section is acceptable if it is less than one year old or if it has been validated, including void ratio, asphalt content, and Marshall stability and flows, within the past year as conforming to the requirements of this section. Any such "shelf" or commercial mixes submitted for approval shall be accompanied by cold and/or hot-feed gradations and asphalt content test results from tests performed within the past three months.

SECTION 1006 PORTLAND CEMENT CONCRETE:

1006-3.01 Design Criteria: Portland Cement Concrete shall conform to the requirements specified in Table 1006-A for Class "S" (2,500 psi) Concrete.

SECTION 1100 RIP RAP:

Rock shall conform to the gradation limits specified in Table 1100-1
Table 1100-1 Rock rip rap gradation limits.

Percent of Gradation Smaller Than	D ₅₀ =			
	6 Stone and/or Basalt	12 Stone and/or Basalt	24 Stone and/or Basalt	36 Stone and/or Basalt
100	9"	18"	36"	54"
85	8"	16"	32"	48"
50	6"	12"	24"	36"
15	3"	6"	12"	18"

The Shape of the rip rap stone shall be "blocky," rather than elongated. The shape specifications for rip rap shall be:

- (1) The stone shall be predominantly angular in shape unless otherwise accepted by the County Engineer.
- (2) Not more than 25 percent of the stones reasonably distributed throughout the gradation shall have a length more than 2.5 times the breadth or thickness.

(3) No stone shall have a length exceeding 3.0 times its breadth or thickness.

Rip rap material shall be stone and/or basalt and shall be approved by the County Engineer.

SECTION 1102 ASPHALT CONCRETE MILLINGS:

1102.1 Asphalt Concrete Millings Gradation:

Millings shall be 2" minus material.

SECTION 1103 REJECT SAND

1103.1 Reject Sand Requirements:

Reject Sand shall be #4 minus material free of debris and organic material.

SECTION 404-2.02 AGGREGATE MATERIALS: (add section B)

(B) Blotter Material: Blotter material shall be natural sand, crushed sand, volcanic cinders, or other approved material and shall be free of deleterious materials or foreign substances. The grading shall meet the following requirements when tested in accordance with the requirements of Arizona Test Method 201:

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8 inch	% 100
No. 4	80 - 100
No. 16	45 - 80
No. 200	0 - 5.0

SECTION 9999 REJECT ROADWAY MATERIAL DISPOSAL

Reject roadway material is classified as material deemed unusable for county roads. This material is consistent with clay/cinder mix from ditches and/or roadway excavations; and not free of organics.

Navajo County to deliver material to contractor's designated pit. Quantity to be measured 'per load'.

UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SPONSORED AND DISTRIBUTED by the MARICOPA ASSOCIATION OF GOVERNMENTS, 1998 ARIZONA (Includes revisions through 2011)

The Maricopa Association of Governments Uniform Specifications for Public Works Construction (MAG) has been added to the **Supply of Various Roadway Materials, Navajo County, Arizona, Contract #B24-02-006** as follows.

SECTION 701 ROCK, GRAVEL AND SAND

701.1 GENERAL:

The following specifications set forth the requirements for crushed rock, gravel, sand, and quarry stone. Samplings and sieve analysis shall be performed in accordance with ASTM D-75 and

ASTM C-136. Sand equivalents shall be determined in accordance with AASHTO T-176. The liquid limit and plasticity index shall be determined in accordance with AASHTO T-89 and T-90.

701.2 CRUSHED ROCK AND GRAVEL:

Rock and gravel shall be clean, hard, sound, durable, uniform in quality, and free of any detrimental quantity of soft, friable, thin elongated, or laminated pieces, disintegrated material, organic matter, oil, alkali, or other deleterious substance.

The loss by abrasion in the Los Angeles abrasion machine, determined as prescribed in ASTM C-131, Grading A, shall not exceed 10 percent, by weight, after 100 revolutions nor 40 percent after 500 revolutions.

701.2.1 Crushed Rock: Crushed rock shall consist of the product obtained by crushing rock, stone, or gravel so that at least 50 percent by weight of aggregate retained on the No. 4 sieve for 3/4 inch or larger maximum sizes, and 50 percent retained on the No. 8 sieve for maximum sizes less than 3/4 inch shall consist of particles which have at least one rough, angular surface produced by crushing. All material that will pass a grizzly with bars spaced 15 inches apart, clear opening, shall be crushed when producing from the Contracting Agency's source.

The gradation of crushed rock shall comply with ASTM D-448.

701.2.2 Gravel: Material designated herein as gravel shall be composed entirely of particles that are either fully or partially rounded and water-worn. Crushed rock obtained by crushing rock which exceeds ASTM D-448 maximum gradation sizes may be combined provided it is uniformly distributed throughout and blended with the gravel. The quality and gradation requirements shall be as stated in this specification.

701.3 AGGREGATE:

Sand shall be fine granular material produced by the crushing of rock or gravel or naturally produced by disintegration of rock and shall be sufficiently free of organic material, mica, loam, clay, and other deleterious substances to be thoroughly suitable for the purpose for which it is intended.

701.3.1 Sand for Asphalt Concrete Pavement: Sand for asphalt concrete pavement shall comply with AASHTO M-29 except that grading requirements shall be deleted and have a minimum sand equivalent of not less than 50 and shall be non-plastic when tested in accordance with AASHTO T-89 and T-90.

701.3.2 Sand for Mortar and Plaster: It shall be thoroughly and uniformly washed and shall be entirely free from oil and deleterious substances.

The average value of sand equivalent determined on 3 successive samples shall not be less than 70. No individual sample shall have a sand equivalent less than 65.

The size and grading of sand to be used in mortar, and plaster shall be such as to conform with the requirements specified as follows:

Mortar: ASTM C-144

Plaster: ASTM C-35

701.3.3 Aggregate for Portland Cement Concrete: Coarse and fine aggregate shall conform to the applicable requirements of ASTM C-33.

Coarse aggregate grading requirements shall conform to the appropriate rock size designation in the Grading Requirements for Coarse Aggregate Table. Fine aggregate grading requirements shall conform to the Fine Aggregate Grading section.

The average value of 3 successive sand equivalent samples shall not be less than 70 when tested in accordance with AASHTO T-176. No individual sample shall have a sand equivalent less than 65.

The loss by abrasion in the Los Angeles abrasion machine, determined as prescribed in ASTM C-131, Grading A, shall not exceed 10 percent, by weight, after 100 revolutions nor 40 percent after 500 revolutions.

701.3.4 Aggregate for Masonry Grout: The size and grading of the fine or coarse aggregate to be used in masonry grout shall conform to ASTM C-404.

701.3.5 Aggregate for Controlled Low Strength Material: Coarse aggregate shall conform to ASTM C-33 grading size No. 57. The size and gradation of fine aggregates (sand) shall conform to ASTM C-33.

701.4 QUARRY STONE:

701.4.1 General: Quarry stone shall be angular, sound, durable, hard, resistant to abrasion; free from laminations, weak cleavages, and undesirable weathering, leaching, exfoliation tendencies, and slaking; and of such character that it will not disintegrate from the action of air, water, or the conditions to be met in handling and placing. Stone shall be clean and free from deleterious impurities, including alkali, earth, clay, refuse, and adherent coatings. Suitable tests and/or service records will be used to determine the acceptability of the stone. Tests to which the material may be subjected include petrographic analysis, X-ray diffraction, specific gravity, absorption, abrasion, rock drop, soundness, wetting and drying, and such other tests as may be considered necessary to demonstrate to the Engineer that the materials are acceptable for use in the work. In connection therewith, the Contractor shall notify the Engineer in writing at least 60 days prior to use of the intended sources of quarry stone.

701.4.2 Test Requirements: Quarry stone shall meet the following requirements except as may be otherwise provided on the plans and in the special provisions:

- | | |
|--|--------------------|
| (A) Apparent specific gravity: | 2.65 minimum. |
| (B) Breakdown: | |
| Rock drop breakdown: | 5 percent maximum |
| Abrasion breakdown at 1000 revolutions: | 40 percent maximum |
| Breakdown after 10 cycles of wetting and drying: | 5 percent maximum |
| Solubility in water, breakdown, or softening: | None |

701.4.3 Test Methods: Unless otherwise specified in the special provisions or indicated on the plans, test methods for quarry stone shall be as follows:

- (A) Apparent specific gravity per ASTM C-127.
- (B) Abrasion characteristics to be determined by either Rock Drop Test or Los Angeles Rattler, ASTM C-131, as required on the plans or the special provisions.
 - (1) Standard Rock Drop Test. Tests shall be made on groups of 5 accurately weighed sizes of rocks: No. 1, ranging from 75 to 100 lbs.; No. 2, 100 to 125 lbs.; No. 3, 125 to 150 lbs.; No. 4, 150 to 175 lbs.; No. 5, 175 to 225 lbs.

Each rock of the 5 sizes shall be dropped 3 times on the group of the other 4, in an enclosure, from successive heights of 10, 15, and 18 feet. The enclosure shall have a flexible medium weight galvanized iron floor or equivalent, set on a solid foundation.

Order of dropping shall be Nos. 3, 2, 4, 1, 5. All rock passing a 3 inch square mesh screen after test shall be weighed and recorded as a percentage of the total initial weight of the 5 rocks.

- (2) Los Angeles abrasion machine, per ASTM C-131, Grading B.

- (C) Wetting and drying. The stone shall be crushed, screened, and 1000 or 1500 grams of the 3/4 inch to 3/8 inch fraction taken for the test.

The crushed and graded stone shall be submerged in water for 18 hours at room temperature, after which the sample shall be drained and oven-dried at 140oF. When dry, the sample shall be cooled to room temperature. This would complete one cycle.

The percent loss shall be determined by screening the tested sample on a No. 4 sieve and shall be computed as follows:

$$\frac{100 \times \text{Weight of Materials Passing No. 4 Sieve}}{\text{Total Weight of Sample}} = \% \text{ Loss}$$

- (D) Accelerated water breakdown and solubility test. Air-dry samples of representative stone weighing approximately 1 lb. each shall be immersed for 8 hours at 140°F., in distilled water, local tap water, or 3.5 percent sodium chloride solution.

7.02 BASE MATERIALS

702.1 GENERAL:

Materials for use as aggregate base shall be classified in the order of preference as follows:

- (A) Crushed Aggregate.
- (B) Processed Natural Material.
- (C) Processed Steel Slag.
- (D) Decomposed Granite.

When base material without further qualification is specified, the Contractor shall supply crushed aggregate. When a particular classification of base material is specified, the Contractor may substitute any higher classification of base material for the specified

classification.

Except where materials are being obtained from a previously approved source, the Contractor shall give the Engineer 10 days advance notice, in writing, of the source of the base material he intends to use in order to allow sufficient time to perform the necessary tests.

702.2 CRUSHED AGGREGATE:

Crushed aggregate shall consist of crushed rock or crushed gravel or a combination thereof as defined in Section 701.

702.2.1 Soundness: The percentage of wear of crushed aggregate to be used as base will be determined as in Section 701, except that Grading B of ASTM C-131 shall be used. The percentage of wear of the material shall not exceed 40 after 500 revolutions.

702.2.2. Grading: The aggregate shall be well graded when tested in accordance with ASTM C-136 and C-117. The percentage composition by weight shall be within Table 702-1.

Table 702-1			
CRUSHED AGGREGATE GRADATION			
Sieve Sizes (Square Openings)	Percentage by Weight Passing Sieve		
	Select Material		Aggregate Base
	Type A	Type B	
3"	100	100	
1 1/2"			100
1 1/4"			
No. 4	30-75	30-70	38-65
No. 8	20-60	20-60	25-60
No. 30	10-40	10-40	10-40
No. 200	0-12	0-12	3-12

702.2.3 Plasticity Index: Unless otherwise noted, the Plasticity Index as tested in accordance with AASHTO T-146 Method A (Wet Preparation), T-89 and T-90 shall not be more than 5.

702.3 PROCESSED NATURAL MATERIAL:

702.3.1 General: Processed natural material shall consist of hard, durable fragments of stone or gravel and a filler of sand or other finely divided mineral matter. It shall be free from an excess of soft or disintegrated pieces, alkali, adobe, vegetable matter, loam, or other deleterious substances.

702.3.2 Physical Requirements: When sampled and tested in accordance with standard test methods, the aggregate shall meet the following requirements:

- (A) Percentage of Wear: When tested in accordance with ASTM C-131, the percentage of wear shall not exceed 40 percent after 500 revolutions.
- (B) Plasticity Index: When tested in accordance with AASHTO T-146 Method A (Wet Preparation), T-89 and T-90, the plasticity index shall not be more than 5.
- (C) Liquid Limit: When tested in accordance with AASHTO T-89, the liquid limit shall not be more than 25 percent.

702.3.3 Crushed Material: Crushed material is not required, but may be incorporated in the finished product.

702.3.4 Grading: The aggregate shall conform to the sieve analysis in this specification except that the least dimension of the maximum particle size shall not exceed 2/3 of the compacted thickness of the specified lift being placed.

702.4 DECOMPOSED GRANITE:

Decomposed granite shall be any granitoid igneous rock which has been weathered in place and which has as principal constituents granular fragments of quartz and feldspar. It may also contain fragments of granitic rock not yet broken down into the component minerals. This material shall remain stable when saturated with water. Particles larger than 3 inches, which will not be broken in the process of rolling and tamping during construction, shall not be used.

Decomposed granite shall conform to the following requirements:

- (A) When tested in accordance with this specification, not more than 20 percent shall pass the No. 200 mesh sieve.
- (B) The P.I. of material passing the No. 200 sieve prior to testing shall not be less than 3 nor greater than 10. The Plasticity Index shall be tested in accordance with AASHTO T-146 Method A (Wet Preparation), T-89 and T-90.

702.4.1 Preparation of Test Specimens: A quantity of sufficient size to have a dry weight of 15 pounds shall be selected and dried to constant weight at a temperature between 215°F. and 230°F. Fifteen pounds of this material shall then be subjected to 500 revolutions in a Los Angeles abrasion machine, as described in Section 701, except that nothing shall be placed in the drum other than the material to be tested.

The material that has been subjected to the breakdown shall be tested in accordance with ASTM C-117 to determine the percentage of material finer than a No. 200 mesh sieve by washing.

SECTION III

CONTRACT FORMS

CONTRACT

THIS CONTRACT is made and entered into as of March 28, 2024 (the "Effective Date") by and between Navajo County ("County") and Perkins Aggregates, Inc. ("Contractor").

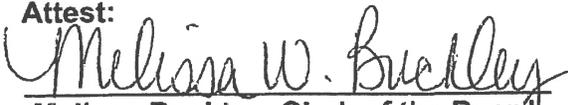
1. **SCOPE OF WORK:** Contractor shall furnish any and all materials, equipment and labor required for performing all work for **Supplying Various Roadway Materials, Contract #B24-02-006**, in accordance with the Contract Documents, in a workmanlike manner to the satisfaction of County through its Engineers.
2. **CONTRACT DOCUMENTS:** The Contract Documents comprise this Contract and the attached Call for Bids, Specifications, General Provisions, Special Provisions, Proposal dated March 4, 2024, 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 # B24-02-006**. Contractor shall submit invoices to County for all work performed hereunder. No later than 30 days after each invoice has been verified and approved by the Engineer, County shall pay to Contractor 100% of the approved amount.
6. **CERTIFICATIONS:**
 - A. **PROHIBITION OF BOYCOTT OF ISRAEL:** Contractor certifies that neither it nor its subcontractors are currently or will be engaged in, for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393 et seq. Violation of this certification may result in an action by the County up to and including termination of the Contract.
 - B. **WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394:** Pursuant to A.R.S. § 35-394, Contractor certifies that it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the

forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. The Subrecipient further acknowledges and agrees that (1) if the Subrecipient becomes aware during the term of this Agreement that it is not in compliance with this certification that the Subrecipient will notify the County within five (5) business days after becoming aware of the noncompliance; and (2) if the Subrecipient does not provide the County with a written certification that the Subrecipient has remedied the noncompliance within one hundred eighty (180) after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement's termination date. The County retains the legal right to inspect the records of the Contractor and all Subcontractors to ensure compliance with this certification for the duration of this Agreement.

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

NAVAJO COUNTY

By 
Chairman, Board of
Supervisors

Attest:

Melissa Buckley, Clerk of the Board

CONTRACTOR

PERKINS AGGREGATES
Company

By 

BRANDON PERKINS
Print Name

PRESIDENT
Title

SECTION IV

BID FORMS

**CONTRACT FOR
SUPPLY of VARIOUS ROADWAY MATERIALS
NAVAJO COUNTY BID #B24-02-006**

BIDDERS CHECKLIST

NOTICE IS HEREBY GIVEN that the following bid documents should 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

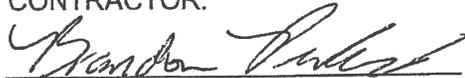
REQUIRED DOCUMENT	COMPLETED/EXECUTED
BID PROPOSAL	X _____
BID SCHEDULE	X _____
BID BOND	X _____
EXECUTED NON-COLLUSION AFFIDAVIT	X _____
PROPOSED SUBCONTRACTORS	X _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials/ Date	BP	_____	_____	_____	_____
Signed and dated this	3-4-24	4 th	day of	March	, 2024

Perkins Aggregates, Inc.

CONTRACTOR:



BY: Brandon Perkins

Each proposal shall be sealed in an envelope addressed to the Clerk of the Board of Supervisors of Navajo County and bearing the following statement on the outside of the envelope: Proposal for **Supply of Various Roadway Materials, Navajo County Bid #B24-02-006.**

All proposals shall be filed with the **CLERK OF THE BOARD OF SUPERVISORS** at the Navajo County Governmental Center on or before **March 6, 2024 at 3:00 p.m., M.S.T.**

PROPOSAL

TO THE NAVAJO COUNTY BOARD OF SUPERVISORS

Gentlemen:

The following Proposal is made for the **Supply of Various Roadway Materials, Navajo County Bid #B24-02-006**, County of Navajo in the State of Arizona.

The following Proposal is made on behalf of

Perkins Aggregates, Inc.

1950 E Adams Suite A Show Low AZ 85901

Phone: 928-537-2008 Fax: 928-537-2912 Email: perkinsaggregates@gmail.com

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 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 Special Provisions, or conditions to be overcome, be plead. On the basis of 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 execute the Contract Agreement within ten (10) calendar days from the date of Notice of Award, time being of the essence.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than one thousand dollars (\$1,000), which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Navajo County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: Perkins Aggregates, Inc.

Corporate Address: 1950 E Adams Suite A Show Low AZ 85901

Incorporated under the laws of the State of: Arizona

By (Signature): Brandon Perkins Date: 3-4-24

President: Brandon Perkins

Secretary: Jody Perkins

Treasurer: Jody Perkins

If by a Firm or Partnership:

Firm or Partnership Name: _____

Firm or Partnership Address: _____

By (Signature): _____ Date: _____

Name and Address of Each Member: _____

If by an Individual:

Signature: _____ Date: _____

BID SCHEDULE

SUPPLY of VARIOUS ROADWAY MATERIALS CONTRACT #B24-02-006

BID SCHEDULE			
DESCRIPTION	ESTIMATED QUANTITIES	MATERIAL LOCATION	Unit Price Per Ton (Pickup)
1) Aggregate Base Material, Class 2	20,000 Tons	2095 Papermill Rd Taylor	\$15.32
2) Aggregate Base Material, Class 6	20,000 Tons	2095 Papermill Rd Taylor	\$12.04
3) Aggregate Base Material per MAG Specifications 701 and 702	20,000 Tons	2095 Papermill Rd Taylor	\$14.77
4) Hot Asphaltic Concrete Mix:			
A)	0-100 Tons	1020 Pearce Rd Show Low	\$106.43
B)	100-500 Tons	1020 Pearce Rd Show Low	\$104.30
C)	500-1,000 Tons	1020 Pearce Rd Show Low	\$102.17
D)	1,000 + Tons	1020 Pearce Rd Show Low	\$102.17
5) Plant Cold Mix	5,000 Tons	1020 Pearce Rd Show Low	\$117.07
6) Rip Rap (6 inch)			
Basalt A)	500 Tons	2095 Papermill Rd Taylor	\$31.73
Stone B)	500 Tons		\$
7) Rip Rap (12 inch)			
Basalt A)	500 Tons	2095 Papermill Rd Taylor	\$32.83
Stone B)	500 Tons		\$
8) Rip Rap (24 inch)			
Basalt A)	500 Tons		\$
Stone B)	500 Tons		\$
9) Rip Rap (36 inch)			
Basalt A)	4,000 Tons		\$
Stone B)	4,000 Tons		\$
10) Reject roadway material disposal	Per Load	2095 Papermill Rd Taylor	\$40.00
11) Snow Cinders (1/4" minus)	10,000 Tons	2095 Papermill Rd Taylor	\$11.49
12) Reject Sand (4 Sieve minus)	1,000 Tons	2095 Papermill Rd Taylor	\$17.51
13) Blotter Material (ADOT Section 404-2.02)	1,000 Tons	2095 Papermill Rd Taylor	\$19.70

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

DESCRIPTION		ESTIMATED QUANTITIES	Unit Price (Delivered)
14) Rip Rap (36 inch minus) Delivered to Winslow Levee	Basalt A)	4,000 Tons	\$
	Stone B)	4,000 Tons	\$
15) 2-SACK AB Slurry Delivered to:			
	Winslow A)	300 C.Y.	\$207.10
	Holbrook, Joseph City, Sun Valley, Woodruff B)	300 C.Y.	\$187.58
	Snowflake, Taylor, White Mtn Lakes C)	300 C.Y.	\$174.57
	Linden, Pinedale, Clay Springs D)	300 C.Y.	\$172.40
	Heber/Overgaard E)	300 C.Y.	\$182.16
	Show Low, Pinetop-Lakeside F)	300 C.Y.	\$172.40
16) 2-SACK 3/8 in. Gravel Slurry			
	Winslow A)	500 C.Y.	\$206.02
	Holbrook, Joseph City, Sun Valley, Woodruff B)	500 C.Y.	\$186.50
	Snowflake, Taylor, White Mtn Lakes C)	500 C.Y.	\$174.57
	Linden, Pinedale, Clay Springs D)	500 C.Y.	\$172.40
	Heber/Overgaard E)	500 C.Y.	\$183.25
	Show Low, Pinetop-Lakeside F)	500 C.Y.	\$172.40
17) Portland Cement Concrete (Class S. 2,500 psi)			
	Winslow A)	50 C.Y.	\$238.55
	Holbrook, Joseph City, Sun Valley, Woodruff B)	50 C.Y.	\$219.03
	Snowflake, Taylor, White Mtn Lakes C)	50 C.Y.	\$204.93
	Linden, Pinedale, Clay Springs D)	50 C.Y.	\$200.60
	Heber/Overgaard E)	50 C.Y.	\$211.44
	Show Low, Pinetop-Lakeside F)	50 C.Y.	\$200.60

DESCRIPTION	ESTIMATED QUANTITIES	HAULING LOCATIONS (Refer to Attachment A - Hauling Location Maps)	DELIVERY PRICE PER TON
18) Delivery Only of County Specified Roadway Material	5,000 Tons	Heber/Overgaard	\$
19) Delivery Only of County Specified Roadway Material	5,000 Tons	Lakeside	\$

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

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

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

FIRM: Perkins Aggregates, Inc. DATE: _____

SIGNATURE & TITLE: Brandon Perkins President

NAVAJO COUNTY

SURETY (BID) BOND

(PENALTY OF THIS BOND MUST NOT BE LESS ONE THOUSAND DOLLARS (\$1,000))

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

as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual)

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

WHEREAS, the Principal is herewith submitting its proposal for "Supply of Various Roadway Materials, Navajo County, Arizona, Contract # **B24-02-006**".

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

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

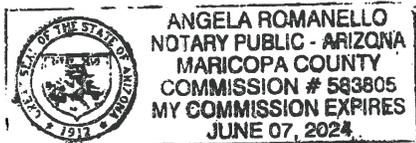
Perkins Aggregates Inc.
Principal
Brandon Perkins
By
President
Title

Merchants Bonding Company (Mutual)
Surety
Dawn Fykes
By Attorney-in-Fact Dawn Fykes
20333 N. 19th Ave.#200, Phoenix, AZ 85027
Address, Attorney-in-Fact

Subscribed and sworn to before me
this 1st day of March 2024

My commission expires: 6/7/24

Angela Romanello
Notary Public



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (In California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, Individually,

Amy Scott; David J Hickman; Dawn Fykes; Jay Holwegner; Matthew I Snowden; Stephanie M Young

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

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

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

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

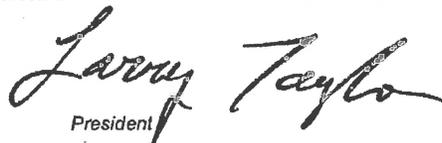
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of January, 2024.

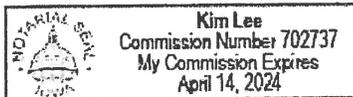


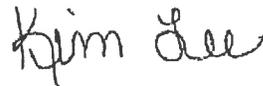
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of January 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



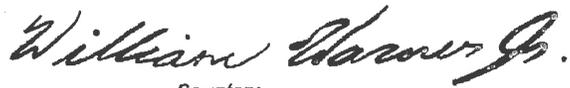

Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of March 2024.




Secretary

**STATEMENT
INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on the "Supply of Various Roadway Materials, Navajo County, Arizona, Contract #B24-02-006", 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 or use leased/rented equipment. I have attached a list of the subcontractors and suppliers that I have identified at this time.
- It is not my intention to subcontract a portion of the work.

Perkins Aggregates, Inc.
Name of Firm

Brandon Perkins
By: (Signature)

President
Title

3-4-24
Date



CONTRACT AGREEMENT PW 23-002a

Contract Name: Perkins Aggregates, Inc. ADA Path Asphalt

Contract No.: PR 23-002a

Statement of Mutual Consent and Intent

The parties, the Town of Pinetop-Lakeside agree to utilize the CONTRACT, by and between the Navajo County, the "County", and Perkins Aggregates, Inc., the "Contractor", entitled "Suppling Various Roadway Materials, Contract No. B24-02-006".

All documents executed by Navajo County, Contract No. B24-02-006, apply to this procurement between the Town of Pinetop-Lakeside and Perkins Aggregates, Inc. The Contractor shall submit invoices for all work performed hereunder.

Contract End Date: March 27th, 2025

Renewal Option: [X] Yes [] No

Maximum Dollar Limit: \$143,038.00

Contract Information

Firm Name: Perkins Aggregates, Inc. Contact Person: Brandon Perkins
Address: 1950 E. Adams, Suite C Phone No: (928) 537-2008
City: Show Low State: AZ Fax: Email: brandon@perkinscinders.com

Special Notes:

The Town of Pinetop-Lakeside has a cooperative agreement between with Navajo County and Perkins Aggregates, Inc. By using the Navajo County's Annual Contract for Suppling Various Roadway Materials, Contract No. B24-02-006, Bid Schedule, it will save the Town in both time and money for a rate that has already been established in the Navajo bidding process.

Authorization to use a Cooperative Purchasing Agreement with the Navajo County approved this ___ day of ___, 2024.

Town of Pinetop-Lakeside

Perkins Aggregates, Inc.

Keith Jonson, Town Manager

Brandon Perkins, Owner

ATTEST:

APPROVED AS TO FORM:

Kristi Salskov, CMC
Town Clerk

William J. Sims, III
Town Attorney

Exhibit A
Perkins Aggregates Inc.
Proposal



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:	Bid #		
ATTN: Malaina Spillman		10/4/2024	B.24.527		
Street:		Phone:	Cell Phone:		
958 S. Woodland Road		928-368-6700	928-205-1149		
City, State, and Zip:		Email:			
Lakeside, AZ 85929		mspillman@pinetoplakesideaz.gov			
Job Location: 1101 S. Woodland Road Lakeside, AZ 85929					
We hereby submit specifications and estimates for: Hot Mix Based on Navajo County Contract #B24-02-006					
Item #	Description	Quantity	Unit	Unit Price	Total Price
1	3/4" Hot Mix	1400	TON	\$102.17	\$143,038.00

Subtotal:	\$ 143,038.00
0.00% Sales Tax: INCLUDED	\$ -
Total:	\$ 143,038.00

Exclusions and Conditions:

- * Finished asphalt and concrete can and may crack due to circumstances out of our control such as freezing, thawing, moisture, heavy clay soils, tree roots and drainage issues. Such items are considered a maintenance item and are not covered under warranty.
- * Overlay's on existing concrete or asphalt will "mirror" existing conditions such as cracks, owner accepts responsibility and acknowledges cracking is not covered under any warranty.
- * If any "salt" or ice melt chemicals are applied to any concrete or asphalt surfaces all warranties will be void.
- * It is our experience and opinion that a 2" lift of asphalt at these elevations with the freeze and thawing, heavy clay soils and any heavy traffic such as construction trucks, garbage trucks etc. is not sufficient. Perkins Cinders, Inc. will not warranty any structural failure issues that may occur or arise from this issue.
- * Absolutely no retainage will be implied or withheld on this job.
- * Once materials have been loaded it is considered the ownership of The Town of Pinetop-Lakeside.
- * Customer to verify that material specs are suited for each application.
- * All payments due within 30 days of billing. A 2% finance charge will be applied to all balances over 30 days.
- * If there are any changes or cancelations for asphalt orders you are required to give us a minimum of a 24 hour notice, less than 24 hour notice will result in a cancelation fee of \$500.00.
- * If daily tonnage on asphalt is less than 75 tons there will be a \$650.00 start up fee if the plant is not already running with a combination of 75 tons minimum.
- * Plant standby rate per hour after the first initial plant shut down will be \$350.00.
- * Perkins Cinders Inc. will not be responsible for any delays in deliveries due to in climate weather for the duration of the project.
- * Any and all QC and QA reports provided or ran on the project will be the sole ownership of Perkins Cinders/ Perkins Aggregates, Inc. and will be used at our discretion.

Payment to be made as follows: Upon terms of your account with Perkins Aggregates, Inc.

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 B

PERKINS CINDERS FULLY EXECUTED CONTRACT WITH BID PACKAGE



Navajo County Public Works Department

NOTICE of AWARD

CONTRACTOR: Perkins Cinders, Inc.
1950 E. Adams Suite C
Show Low, AZ 85901

DATE: March 28, 2024

PROJECT: **Supply of Various Roadway Materials, Navajo County Contract #B24-02-006**

The Navajo County Board of Supervisors has considered the bid submitted by you for the above referenced contract in response to its Call for Bids. You are hereby notified that your bid for the Supply of Various Roadway Materials, # B24-02-006 has been accepted for the various roadway materials at the **unit prices bid per ton as listed on the attached Bid Summary.**

You are required to execute the Agreement within 10 calendar days from the date of this Notice of Award to you. If you fail to execute said Agreement within 10 (ten) calendar days from the date of this Notice of Award, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid to be abandoned and as a forfeiture of your Bid Bond, if any. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this 28th day of March 2024. By: Jeanine Carruthers
Jeanine Carruthers, Deputy Director of Public
Works-Administration/County Procurement
Manager

ACCEPTANCE of NOTICE

Receipt of the foregoing Notice of Award is hereby acknowledged

By: BRANDON PERKINS, this 1 day of APRIL, 2024.
(Print Name)

Signature: [Handwritten Signature] Title: GENERAL MANAGER

CONTRACT

THIS CONTRACT is made and entered into as of March 28, 2024 (the "Effective Date") by and between Navajo County ("County") and Perkins Cinders, Inc. ("Contractor").

1. **SCOPE OF WORK:** Contractor shall furnish any and all materials, equipment and labor required for performing all work for **Supplying Various Roadway Materials, Contract #B24-02-006**, in accordance with the Contract Documents, in a workmanlike manner to the satisfaction of County through its Engineers.

2. **CONTRACT DOCUMENTS:** The Contract Documents comprise this Contract and the attached Call for Bids, Specifications, General Provisions, Special Provisions, Proposal dated March 4, 2024, 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 # B24-02-006**. Contractor shall submit invoices to County for all work performed hereunder. No later than 30 days after each invoice has been verified and approved by the Engineer, County shall pay to Contractor 100% of the approved amount.

6. **CERTIFICATIONS:**
 - A. **PROHIBITION OF BOYCOTT OF ISRAEL:** Contractor certifies that neither it nor its subcontractors are currently or will be engaged in, for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393 et seq. Violation of this certification may result in an action by the County up to and including termination of the Contract.

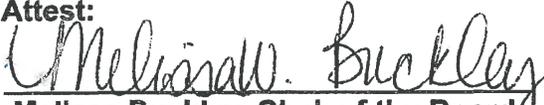
 - B. **WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394:** Pursuant to A.R.S. § 35-394, Contractor certifies that it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic

Uyghurs in the People's Republic of China. The Subrecipient further acknowledges and agrees that (1) if the Subrecipient becomes aware during the term of this Agreement that it is not in compliance with this certification that the Subrecipient will notify the County within five (5) business days after becoming aware of the noncompliance; and (2) if the Subrecipient does not provide the County with a written certification that the Subrecipient has remedied the noncompliance within one hundred eighty (180) after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement's termination date. The County retains the legal right to inspect the records of the Contractor and all Subcontractors to ensure compliance with this certification for the duration of this Agreement.

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

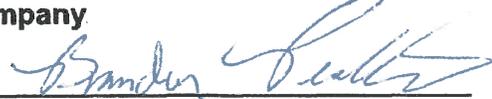
NAVAJO COUNTY

By 
Chairman, Board of
Supervisors

Attest:

Melissa Buckley, Clerk of the Board

CONTRACTOR

PERKINS CINDERS
Company

By 

BRANDON PERKINS
Print Name

General Manager
Title



CONTRACT AGREEMENT PW 23-002a

Contract Name: Perkins Cinders, Inc. ADA Path Trucking Trucking **Contract No.:** PR 23-002

Statement of Mutual Consent and Intent

The parties, the Town of Pinetop-Lakeside agree to utilize the CONTRACT, by and between the Navajo County, the "County", and Perkins Cinders, Inc., the "Contractor", entitled "Suppling Various Roadway Materials, Contract No. B24-02-006". Included in the Bid Schedule of the Navajo County Contract, Perkins Cinders and the County indicated that other governmental agencies may purchase against the Navajo County B24-02-006 contract. Pursuant to which the Town of Pinetop-Lakeside will enter into a contract with Perkins Cinders, Inc. to provide hot mix asphalt trucking. Navajo County entered into a twelve-month Roadway Materials Contract with Perkins Cinders, Inc. on March 28, 2024. The contract included four additional one-year terms.

All documents executed by Navajo County, Contract No. B24-02-006, apply to this procurement between the Town of Pinetop-Lakeside and Perkins Cinders, Inc. The Contractor shall submit invoices for all work performed hereunder. No later than 14 days after each invoice has been verified and approved by the Public Works Director, Town shall pay to Contractor 100% of the approved amount, and herein referred to as Exhibit "A" to this Contract Agreement PR 23-002. The Contract between the Town of Pinetop-Lakeside and Contractor shall consist of the following items, all of which are incorporated by reference, and listed in order of priority: Navajo County Annual Contract for Pavement Markings, Contract No. B24-02-006"; Exhibit A.

Contract End Date: March 27th, 2025

Renewal Option: Yes
 No

Maximum Dollar Limit: \$143,038.00

Contract Information

Firm Name: Perkins Cinders, Inc. **Contact Person:** Brandon Perkins
Address: 1950 E. Adams, Suite C **Phone No:** (928) 537-2008
City: Show Low **State:** AZ **Fax:** _____ **Email:** brandon@perkinscinders.com

Special Notes:

The Town of Pinetop-Lakeside has a cooperative agreement between Navajo County and Perkins Cinders, Inc. By using the Navajo County's Annual Contract for Suppling Various Roadway Materials, Contract No. B24-02-006, Bid Schedule, it will save the Town in both time and money for a rate that has already been established in the Navajo bidding process.

Authorization to use a Cooperative Purchasing Agreement with the Navajo County approved this _____ day of _____, 2024.

Town of Pinetop-Lakeside

Perkins Cinders, Inc.

Keith Jonson, Town Manager

Brandon Perkins, Owner

ATTEST:

APPROVED AS TO FORM:

Kristi Salskov, CMC
Town Clerk

William J. Sims

William J. Sims, III
Town Attorney

Exhibit A
Perkins Cinders, Inc.
Proposal



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:	Bid #
ATTN: Malaina Spillman	10/4/2024	B.24.526
Street:	Phone:	Cell Phone:
958 S. Woodland Road	928-368-6700	928-205-1149
City, State, and Zip:	Email:	
Lakeside, AZ 85929	mspillman@pinetoplakesideaz.gov	
Job Location: 1101 S. Woodland Road Lakeside, AZ 85929		

We hereby submit specifications and estimates for: Trucking Based on Navajo County Contract #B24-02-006

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Trucking	1400	TON	\$13.50	\$ 18,900.00

Subtotal:	\$ 18,900.00
0.00% Sales Tax:	\$ -
Total:	\$ 18,900.00

Exclusions and Conditions:

- * Not responsible for damage done to sidewalks, concrete slabs or asphalt that may occur from dumping on or dump trucks driving over them.
- * Trucks onsite over 30 minutes may be subject to stand by time of \$165.00 an hour.
- * Perkins Cinders Inc. will not be responsible for any delays in deliveries due to in climate weather for the duration of the project.
- * Minimum or small load orders may be subject to additional delivery fees.
- * All payments due within 30 days of billing. A 2% finance charge will be applied to all balances over 30 days.

Payment to be made as follows: Upon terms of your account with Perkins Cinders, Inc.

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 _____ *Josh Afton*

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: _____