

PROJECT PROVISIONS AND SPECIFICATIONS

FOR

**SUPPLY OR SUPPLY AND DELIVER ASPHALTIC COLD MIX
IN YAVAPAI COUNTY, ARIZONA**

CONTRACT #2502376

TERM:

APRIL 1, 2025 – SEPTEMBER 30, 2025

Board of Supervisors

Mary Mallory, Chair
Brooks Compton, Vice-Chair
James Gregory, Member
Nikki Check, Member
Chris Kuknyo, Member

Clerk of the Board of Supervisors

Jayne Rush

Public Works Director

Roger McCormick, P.E.



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IN YAVAPAI COUNTY, ARIZONA**

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CALL FOR BIDS

Sealed bids will be received by the Board of Supervisors of Yavapai County, in the office of the Clerk of the Board of Supervisors, Room 310, Yavapai County Administrative Services Building, 1015 Fair Street, Prescott, Arizona until 1:30 p.m. (by the official clock located in the office of the Clerk of the Board of Supervisors), Thursday, February 27, 2025, for **SUPPLY OR SUPPLY AND DELIVER ASPHALTIC COLD MIX IN YAVAPAI COUNTY, ARIZONA - CONTRACT #2502376**, in strict accordance with the specifications on file in the office of the Yavapai County Department of Public Works, Prescott, Arizona. No bids will be accepted after 1:30 p.m. The bids will be publicly opened and read aloud in the Yavapai County Administrative Services Building, Gladys Gardner Conference Room, 1015 Fair Street, Prescott, Arizona at 2:00 p.m. on Thursday, February 27, 2025.

Specifications and contract documents will be available by end of day Tuesday, February 11, 2025, on the following website: <https://www.yavapaiaz.gov/bids/public-works>

All proposals shall be submitted in strict accordance with the **INSTRUCTIONS FOR BIDDING** included on the website and submitted on the documents provided therein and shall include all applicable taxes.

Each proposal shall be submitted, either by hand, U.S. Postal Service, or other carrier to the Yavapai County Board of Supervisors, 1015 Fair Street, Room 310, Prescott, Arizona 86305. Yavapai County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address.

Bidders are invited to be present at the opening of bids, but absence will not be considered cause for disqualification.

Bidders shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

The Board of Supervisors of Yavapai County reserves the right to reject any or all bids, to waive formalities, and to accept the bid deemed to be in the best interest of Yavapai County.

Dated: January 27, 2025

/s/ Jayme Rush, Clerk
Yavapai County Board of Supervisors

Publish: The Prescott Courier
Feb. 9, 11, 12, 13, 2025
The Verde Independent
Feb. 8, 11, 2025

GENERAL PROVISIONS

1. Preparation of Bids

- A. All information requested of bidders shall be entered as specified in the appropriate space on the forms prepared by Yavapai County as part of the contract documents. Failure to do so may disqualify your bid.
- B. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.
- C. Corrections and/or modifications received after the closing time specified will not be accepted.
- D. Time of delivery shall be stated as the number of calendar days or number of hours following receipt of the order by the bidder to receipt of the goods or services by the County.
- E. All bids shall be signed by an authorized officer or authorized employee of the bidder.
- F. Bids must be submitted by the date and prior to the time specified in the Call for Bids to be considered. No late bids, telegraphic or telephone bids will be accepted.
- G. Submit bids in accordance with the instructions in *Instructions for Bidding* included in the contract documents. Yavapai County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address.

2. Insurance Requirements

- A. In accordance with MAG Specification Section 103.6, which is incorporated herein by reference, the Contractor shall provide proof of the following types of insurance required under this Contract with minimum limits as described herein:
 - i. Automobile Liability and Property Damage insurance to cover each automobile, truck, and other vehicle used in the performance of the contract in an amount of not less than \$1,000,000 for one person, and \$1,000,000 for more than one person, and property damage in the sum of \$1,000,000 resulting from any one accident which may arise from the operations of the

Contractor in performing the work provided herein. This coverage shall include all owned, hired and non-owned vehicles.

The certificates shall identify the contract number and title and evidence coverage by an insurance company authorized to transact business in the State of Arizona and rated Best A-VIII or better as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company. All required insurance shall be maintained during the life of the contract. No policy shall expire, be canceled or materially changed to affect the coverage available to the County during the life of the contract. If an insurance policy expires during the life of the contract, the Contractor shall provide a renewal certificate to the County not less than thirty (30) days prior to the expiration date.

3. Brand Names

- A. Brand names and numbers when used are for reference to indicate the character or quality desired. Whenever an article or materials is defined by describing a proprietary product or by using the name of a manufacturer, the term “or equal” if not inserted shall be implied. The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired, and shall not be construed as to exclude any other manufactured products of comparable quality, design, and efficiency.
- B. Equal items will be considered, provided the bid clearly describes the item. Bids for equal items shall state the brand and number or level of quality. The determination of the County as to what items are equal shall be final and conclusive.
- C. When brand, number or level of quality is not stated by the bidder, it is understood that the bid is exactly as specified.
- D. The item(s) described in the specification shall be new, unused, manufacturer’s latest improvements, unless specified otherwise. The item(s) bid shall include all standard materials and equipment, and shall include all items to provide functional and/or operational units. Items modified or designed specifically to meet these specifications which are not normally standard items in the industry will not be considered. This does not preclude the changing of minor ingredients or components to those specified, so long as proper engineering and testing has occurred and documentation is furnished with the bid and the County is supplied with acceptable, fully functional and operational materials or equipment.
- E. All workmanship and materials shall be of good quality. All materials and equipment shall meet all applicable and current OSHA, EPA, Federal, Arizona State and industry regulations and standards in effect at delivery.

- F. Bidders shall be responsible for any and all licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.
 - G. The item(s) bid shall meet or exceed these specifications. Compliance with or exception to the specification shall be indicated on the bid. Exceptions to these specifications as noted by the bidder will be subject to evaluation and consideration by the County as to quality, suitability, compatibility and design integrity in relation to the intended use.
 - H. The evaluation of bids and the determination of acceptability of the supplies, equipment, materials, or services bid shall be at the sole responsibility of the County and will be based on information furnished by the bidder, or identified in the bid, as well as other information reasonably available to the County. The decision of acceptability made by the County shall be final.
- 4. Samples.** Sample items, when requested, shall be furnished free of cost of any sort to the County. Samples of items selected may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request of the bidder.
- 5. Taxes.** All bid prices shall include ALL APPLICABLE TAXES including but not limited to: Arizona Vendors' Transaction Privilege (Sales) Tax; Out of State Vendors' Use Tax.
- 6. Indemnification.** To the fullest extent permitted by law, Contractor (as "Indemnitor") hereby agrees to defend, indemnify, and hold harmless Yavapai County and its departments, agencies, officers, officials, agents, employees, and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including, but not limited to, court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused as a direct or indirect result of any acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Contractor shall not be obligated to defend Indemnitee against any Claims or indemnify Indemnitee resulting solely from the negligence or willful misconduct of Indemnitee and not in any way resulting from any act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. Contractor agrees to waive all rights of subrogation against Yavapai County, its

departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from the work performed by Contractor for Yavapai County. This indemnification shall survive the termination of this Agreement.

- 7. Default by Bidder.** In case of default by the bidder, the County may procure the items or services from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the County.
- 8. Awards.** This contract will be awarded to the responsible bidder(s) whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications and other factors. The Board of Supervisors of Yavapai County reserves the right to reject any or all bids, to waive formalities, and to accept the bid(s) deemed to be in the best interest of Yavapai County. Past performance on County projects or other public projects will be evaluated in awarding contracts, and the County may decide to award to a contractor who is not the low bidder. DEVIATIONS FROM COUNTY SPECIFICATIONS MAY RESULT IN REJECTION OF BID.
- 9. Payment.** Contractor understands that Yavapai County has established an Electronic Funds Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within one month following the effective date of this Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.
- 10. Termination of Contract.** Justification for termination of this contract shall include but not be limited to A.R.S. §38-511, workmanship, improper quality of material, insufficient workers, insufficient equipment, or budgetary limitations. The County may terminate or cancel this contract at any time for any reason, with or without just cause. Additionally, failure on the part of the Contractor/Vendor to meet the provisions of those sections of this Contract dealing with supply and/or delivery, start and completion of work, or complete installation procedures of traffic control where required shall be sufficient grounds on the part of the County to abandon, cancel or suspend the Contractor's/Vendor's services at any time. The Contractor/Vendor shall be paid for those units satisfactorily supplied or installed at the unit price bid up to the time of cancellation. The Contractor/Vendor shall be given thirty (30) days' written notice of termination. If termination of the contract should occur, the Department may, at its option, recommend to the Yavapai County Board of Supervisors

to award the contract to the second lowest bidding Contractor/Vendor or select to re-advertise and rebid the balance of the contract, or select not to rebid or award the contract.

11. Delivery. It shall be the bidder's responsibility to meet the delivery requirements of the County, as called for in the Technical Specifications. Delivery charges shall be separately listed on all invoices, quotes and sealed competitive bids in order to ensure that sales tax or use tax is not calculated on delivery charges. For all procurements, Yavapai County reserves the right to separately procure delivery services from a vendor other than the one providing the product.

12. Israel Boycott Certification. Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this contract engage in, a boycott of Israel as defined by ARS §35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this contract.

13. Cooperative Use of Contract (aka Piggy-Back Clause). This agreement may be extended for use by other governmental agencies and political subdivisions of the State including members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accordance with the laws, ordinances, rules and regulations applicable to such entity, and the approval of the Contractor and the County. The provision of goods or services to other agencies under this contract does not absolve the Contractor from fully complying with the requirements set forth within the contract for materials and services to be provided to the County under this contract. Any attempt to represent any material and or service as being under this contract with Yavapai County which is not a subject of, or an addition to this contract, is a violation of the contract. Any such action is subject to legal and contractual remedies available to Yavapai County including, but not limited to, cancellation or suspension of the contract.

In the event that another governmental agency or subdivision chooses to use this agreement for procurement purposes, the procuring party shall be solely responsible for the ordering of materials, services or construction under this agreement. Payment, inspection and acceptance of goods or services ordered by the procuring party shall be the exclusive obligation of the procuring party. County shall not be liable in any way for alleged or actual violations by the procuring party or Contractor, and the procuring party shall hold County harmless from any liability which may arise from the action or inaction of the procuring party. Contractor agrees to look solely to the procuring party in pursuing all legal remedies that may be available to Contractor for acts or inaction of the procuring party.

The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

14. Protests.

- A. Any Interested Party may file a protest. In order to be timely, a protest must be submitted, in writing, to the Finance Department no later than 5:00 p.m. on the tenth calendar day after the date that the notice of intent to award was sent and the procurement file was made available for public inspection by the Purchasing Supervisor.

An Interested Party may request an extension of the time limit for filing a protest by submitting in writing a request for extension for good cause. The Finance Director shall approve or deny the request in writing. If the extension is approved, a new date for submission should be determined. Protests that are not submitted in a timely manner to the Finance Director shall be rejected.

A protest shall contain all of the following (failure to provide any of the following is grounds for the Finance Director to reject a submitted protest):

1. Name, mailing address and telephone number of the Interested Party;
 2. Identification of the solicitation or contract giving rise to the protest;
 3. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
 4. The signature of the Interested Party or the Interested Party's representative; and
 5. The form of relief requested.
- B. The Finance Director shall not consider a protest unless the protest contains facts and evidence that, if true, would establish one or more of the following:
1. A material violation of the issued solicitation;
 2. A material violation of this Section;
 3. A failure to correctly apply the criteria set forth in the solicitation;
 4. A failure to correctly apply or calculate the scoring of responsive proposals that were not rejected by either the evaluation committee or the Purchasing Supervisor; and/or

5. A bias exercised by one or more of the evaluation committee members or the Purchasing Supervisor in the solicitation process, excluding a bias that arose during the evaluation process due to how well one or more proposals met the criteria established in the solicitation.

C. The Finance Director shall not consider a protest if:

1. The protest is based on a rejection by the evaluation committee or the Purchasing Supervisor for failure to conform in all material respects to the requirements of the issued solicitation or other reasonable grounds set forth by the evaluation committee or the Purchasing Supervisor; or
2. The protest is based on a rejection by the Purchasing Supervisor for failure to attend a mandatory pre-proposal conference.

D. If the Finance Director determines that a protest is timely and otherwise complies with this Section and other applicable law, the Finance Director shall:

1. Dismiss the protest without holding a hearing and issue a corresponding written dismissal if the Finance Director determines that the facts and/or evidence in the protest, even if true, are insufficient to uphold the protest;
2. Uphold the protest without holding a hearing and issue a corresponding written decision if the Finance Director determines that the undisputed facts of the protest establish that the protest should be upheld; or
3. Hold a hearing on the protest if there are genuine issues of fact or law that need to be resolved in order to determine whether the protest should be denied or upheld, and, subsequently, issue a written decision in response to the protest.

E. If the Finance Director dismisses or denies a protest pursuant to this section or other applicable law, Yavapai County may enter into a contract with the vendor who was issued the applicable notice of intent to engage in contract negotiations.

If the Finance Director upholds a protest, the Finance Director shall also determine how Yavapai County shall proceed regarding the issued solicitation, including, but not limited to, directing the evaluation committee or the Purchasing Supervisor to engage in the evaluation process once again with specific directions to engage in or omit certain actions, re-issue the solicitation, or cancel the solicitation.

The Finance Director shall promptly issue a written decision regarding any protest and disseminate the written decision by mail, email, or otherwise furnish a copy of the written decision to the protestor. A protestor may not file an action, appeal, or

otherwise, regarding a written decision issued by the Finance Director in response to a protest with any appeals panel, court, or any other forum.

Notwithstanding anything in this Section to the contrary, Yavapai County and the protestor may settle a protest by mutual agreement.

SPECIAL PROVISIONS

1. **Proposal.** All proposals shall be made on the forms prepared by Yavapai County as part of the contract documents. Failure to include all required documents may invalidate the bid. Prices shall include all applicable taxes.
2. **Contract Length.** This call for bids is for awarding fixed price contract(s) to cover a six (6) month period.
3. **Option To Extend.** This contract may be extended for a period of one month up to a maximum of five (5), one (1) year options, with the approval of the Yavapai County Board of Supervisors and the vendor(s). The vendor(s) shall be notified by Contract Administration of the County's intention to extend the contract period.
4. **Quantities.** The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the bid. The County does not guarantee any maximum or minimum amounts of purchase.
5. **Language for Requirements Contracts.** Vendors signify their understanding and agreement by signing this document, that the contract resulting from this bid or proposal will be a requirements contract. However, this contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the commodities or services contained in this contract, that they will be purchased from the awarded vendor(s). Orders will be placed when a need is identified by a using agency or department and proper authorization and documentation have been approved. Vendor must respond to Yavapai County within 72 hours of being contacted for work/materials in compliance with this contract; otherwise, the next highest bidder will be contacted.
6. **Unconditional Termination for Convenience.** Yavapai County may terminate the resultant agreement for convenience by providing sixty (60) calendar days' advance notice to the vendor.
7. **Termination for Default.** If a vendor fails to meet deadlines or fails to provide the agreed upon service/material altogether, a termination for default may be issued. The termination for default will be issued only after it is deemed by the County that the vendor has failed to remedy the problem after being forewarned.
8. **Termination by the County.** If a vendor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this agreement. If the vendor should persistently or repeatedly refuse or should fail, except in cases for which extension of time

is provided, to provide enough properly skilled workers or proper materials, or persistently disregards laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this agreement, then the County may terminate this agreement. Prior to termination of this agreement, the County shall give the vendor fifteen (15) calendar days' written notice. Upon receipt of such termination notice, the vendor shall be allowed fifteen calendar days to cure such deficiencies.

9. Appropriation Contingency. The vendor(s) recognize that any agreement entered into shall commence upon the day first provided in full force and effect until termination in accordance with its provisions. The vendor(s) and the County herein recognize that the continuation of any contract after the close of any given fiscal year of the County, which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted; said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

10. Organization - Employment Disclaimer. The agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligation of the parties shall be only those expressly set forth in the agreement.

The parties agree that no persons supplied by the vendor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The vendor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workers compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

11. Addendums. Yavapai County may institute changes or modifications to the specifications and will notify all participants by an addendum to these specifications.

12. Incorporation of Bid into Contract. The contents of this solicitation and the selected firm(s) responses are to be incorporated into the contract.

13. Contract Compliance Monitoring. The vendor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided under this contract.

14. Validity. The invalidity, in whole or in part, of any provision of this agreement shall not void or affect the validity of any other provision of this agreement.

- 15. Conformation With the Law.** The services provided under this contract shall be accomplished in conformity with the laws, ordinances, rules, regulation, and zoning restrictions of the United States of America, the State of Arizona, Yavapai County and any jurisdiction which may have authority.
- 16. Non-Discrimination.** The vendor in the performance of this contract will not discriminate against any employee for employment based on race, religion, sex, national origin, or disability, and shall comply with all applicable provisions of the American With Disabilities Act of 1990.
- 17. Compliance With the Immigration Reform and Control Act of 1986 (IRCA).** Vendor understands and acknowledges the applicability of the IRCA. Vendor agrees to comply with the IRCA in performing under this agreement and to permit County inspection of personnel records to verify such compliance.
- 18. Non-Collusion.** The vendor hereby certifies that neither the vendor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.
- 19. Covenant Against Contingent Fees.** The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission or percentage, brokerage, or contingent fee, excepting bonafide employees or bonafide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate the agreement in accordance with the termination clauses, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 20. Statutory Right of Cancellation for Conflict of Interest.** Notice is given that pursuant to A.R.S. §38-511 the County may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

- 21. Retention of Records.** The vendor agrees to retain all financial books, records, and other documents relevant to this contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.
- 22. Adequacy of Records.** If the vendor's books, records and other documents relevant to this contract are not sufficient to support and document that allowable services were provided, the vendor shall reimburse Yavapai County for the services not so adequately supported and documented.
- 23. Purchase Order Cancellation.** The Department reserves the right to cancel Purchase Orders within a reasonable period of time after issuance.
- 24. Rights in Data.** The County shall have the use of data and reports resulting from this contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply the other party, upon request, any available information that is relevant to this contract and to the performance hereunder.
- 25. Vendor Responsibility.** The vendor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the vendor, his employees or sub vendors.
- 26. Subletting, Assignment and Transfer.** Subletting, assignment, or transfer of the work or proceeds of this Contract, without prior written authorization of the County, is expressly prohibited. No such authorization shall be construed to relieve the primary responsibility of the vendor for completion of the Contract or the Contract itself.
- 27. Restoration of Surfaces Disturbed by Others.** The County reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the County, such authorized work (by others) is indicated as follows:
- Except as provided above, the vendor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the County's Engineer.
- 28. Delivery.** It shall be the bidder's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Delivery charges shall be separately listed on all invoices, quotes and sealed competitive bids in order to ensure that sales tax or use tax

is not calculated on delivery charges. For all procurements, Yavapai County reserves the right to separately procure delivery services from a vendor other than the one providing the product.

29. Offset for Damages. In addition to all other remedies at Law or Equity, the County may offset from any money due to the bidder any amount bidder owes to the County for damages resulting from breach or deficiencies in performance under this contract.

30. Incurring Costs. Yavapai County is not responsible for any costs incurred in preparing this bid, including the acquisition of supplies, equipment, and/or personnel.

31. Public Record. All information submitted relating to this bid, except for proprietary information, shall become part of the public record.

32. Vendor License Requirement. The bidder(s) shall be required to have a current valid license, if applicable to the trade, issued by the State of Arizona Registrar of Vendors, which is appropriate for the type of work to be performed. Bidders shall include their license number on the Bid Proposal.

33. Evaluation Criteria. The evaluation of this bid may be based on but not limited to the following:

1. Compliance with the specifications
2. Cost
3. Vendor's performance history

34. Award. This contract will be awarded to the responsible, responsive bidder(s) whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications and other factors. The Board of Supervisors of Yavapai County reserves the right to reject any or all bids, to waive formalities, and to accept the bid(s) deemed to be in the best interest of Yavapai County.

35. Inquiries. All inquiries concerning information contained herein shall be addressed to:

Yavapai County Public Works
Contract Administration
1100 Commerce Drive
Prescott, AZ 86305
928.771.3183

TECHNICAL SPECIFICATIONS

ASPHALTIC COLD MIX

1. Materials:

Bituminous Material:

Bituminous material shall conform to the requirements of Section 1005, Bituminous Materials, ADOT Standard Specification for Road and Bridge Construction (2021 Edition) and shall be MC-250 and shall be furnished by the Vendor.

Mineral Aggregates:

Mineral aggregate shall be furnished by the Vendor and shall meet the following specifications:

DESIGNATION:	3/4" MIX
<u>Sieve Size</u>	<u>Percent Passing</u>
1"	100
3/4"	90-100
1/2"	65-95
1/4"	33-66
No. 8	5-55
No. 200	2-8

P.I. no greater than 3.

DESIGNATION:	3/8" MIX
<u>Sieve Size</u>	<u>Percent Passing</u>
1"	100
3/8"	90-100
No. 4	<90
No. 8	32-67
No. 200	2-10

2. **Mixing.** The temperature of the bituminous material at the time of adding the bituminous material to the mineral aggregate shall be within the temperature ranges specified in Table 1005-6, ADOT Standard Specifications for Road and Bridge Construction (2000 Edition). This mixing temperature shall be a minimum of 125°F and a maximum of 200°F.

When the material from the mixer is discharged into a hopper, the hopper shall be constructed so that segregation of the mixture will be minimized.

The production of the plant shall be governed by the rate required to obtain a thorough and uniform mixture of the materials. Mixing shall continue until the uniformity of coating is at least 95 percent.

An armored thermometer of adequate range in temperature reading shall be fixed in the bituminous feed line at a suitable location near the charging valve at the mixer unit.

On the continuous drum dryer hot plant, the bituminous material pump shall be a positive displacement-type pump. The use of a pressure relief valve will not be allowed. The plant shall be equipped with an indicating meter between the pump and the spray bar. The bituminous material storage system shall be equipped with a device for automatic plant cutoff when the intake of the pump is not working under positive pressure. A suitable by-pass shall be installed between the pump and spray bar to divert the flow of bituminous material into an auxiliary contained of not less than 25-gallon capacity in order that the Inspector may check the rate of delivery of the pump.

The proper proportioning of the materials at the cold feed shall be determined by the County's representative prior to the production of asphaltic cold mix. Production shall not commence until calibration tests indicate that an acceptable product can be obtained.

- 3. Continuous Mixing - Drum Dryer Plants.** A continuous drum dryer hot plant shall be used, and no replacement will be allowed. The correct proportions of each aggregate size and filler material introduced into the mixer shall be drawn from the storage bins by an approved type of continuous feeder, which will supply the correct amount of aggregate and filler material in proportion to the bituminous material and so arranged that the proportion of each aggregate size can be separately adjusted. The continuous feeder for the aggregate may be mechanically or electrically actuated.
- 4. Sampling & Testing.** Samples of the asphaltic cold mix will be taken at random from the stockpile. The asphalt content will be determined in accordance with the requirements of Arizona Test Method 402, and the moisture content will be determined in accordance with the requirements of Arizona Test Method 406a. The asphaltic cold mix will be analyzed as to the asphalt content designated in the job-mix formula in order to determine its acceptability. Any material not meeting the specifications of this contract will be rejected.

The Vendor shall meet appropriate local, State and Federal clean air and dust control laws, regulations and ordinances.

5. Types of Cold Mix:

TYPE 1. 3/8" Cold Mix

The composite mix shall be mixed at the following rates for each aggregate or material;

<u>Material</u>	<u>Rates</u>
3/8" mix	1 Part by weight
MC250	5.5% by weight

TYPE 2. 3/4" Cold Mix

The composite mix shall be mixed at the following rates for each aggregate or material;

<u>Material</u>	<u>Rates</u>
3/4" mix	1 Part
MC250	5.5% by weight

- 6. Delivery.** The two delivery locations designated in the proposal as "Prescott" and "Camp Verde" shall mean Roads Division, 1100 Commerce Drive, Prescott, AZ 86301, and Roads Division 4000 W. Highway 260, Camp Verde, AZ 86322.

When given ten (10) days advance notice, the Vendor shall supply or supply and deliver all materials on orders, as specified.

- 7. Method of Measurement.** Asphaltic cold mix will be measured by the ton.
- 8. Basis of Payment.** The accepted quantities of asphaltic cold mix, measured as provided above, will be paid for at the contract unit price, and shall include all applicable taxes, permits, etc., necessary to produce and supply the asphaltic cold mix.

9. Total Estimated Annual Quantity:

Type 1 - 2000 Tons delivered to Prescott, 2000 Tons delivered to Camp Verde

Type 2 - 2000 Tons delivered to Prescott, 1000 Tons delivered to Camp Verde

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the **COUNTY OF YAVAPAI**, State of Arizona, acting by and through its Board of Supervisors, hereinafter designated the COUNTY, and _____, hereinafter designated the CONTRACTOR. This contract will be in effect from April 1, 2025 to September 30, 2025.

WITNESSETH: That the Contractor by these presents does covenant, contract and agree with the County, for and in consideration for the payments made as provided for in the Specification and in the Proposal, to the Contractor by the County, and under the penalty expressed in the bonds hereto attached, at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for **SUPPLY OR SUPPLY AND DELIVER ASPHALTIC COLD MIX IN YAVAPAI COUNTY, ARIZONA – CONTRACT #2502376**. The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Specifications and Plans. The specifications and drawings furnished by the Contractor with his proposal, and the additional drawings or prints and other information furnished by the Contractor in accordance with the Specifications, are made a part of this agreement. The said Specifications and Plans prepared by the Yavapai County Engineer, Prescott, Arizona, for the said County of Yavapai are intended to be complimentary therewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of said Specifications and Plans, drawings or prints, the same as though the said work was contained and described in all.

The "Project Provisions and Specifications", "Subcontracting Certification", "Proposal", "Plans" and "Addenda" thereto, if any, are by this reference made a part of this contract to the same extent as if set forth herein in full.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the Engineer of the County of Yavapai, or his properly authorized agents, on whose inspection all work shall be accepted or rejected. The said Engineer shall have full power to reject or condemn all materials furnished or work performed under this contract, which do not conform to the terms and conditions herein expressed.

In the event said Engineer exercises his right to reject work and the deficiency is not corrected, a notice of noncompliance shall be issued to the Contractor. Payment may be withheld on account of defective work not remedied. All claims or disputes arising out of this contract or the breach of it may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §23-214(A) (together the "State and Federal Immigration Laws").

Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

Contractor agrees and warrants that County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the state and federal immigration laws. Contractor agrees that any act by the Contractor or subcontractor that result in the impediment or denial of access of the books and records of Contractor or subcontractor shall be a material breach of the Contract on the part of the Contractor.

Nothing herein shall make Contractor or subcontractor an agent or employee of the County. Nothing herein shall act to establish privity of contract between the County and any subcontractor. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, subject to County approval as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to subcontractor's employees, and with the requirements of A.R.S. §23-214(A). Subcontractor further agrees that County may inspect the subcontractor's books and records to ensure that subcontractor is in compliance with these requirements. Any breach of this paragraph by subcontractor will be deemed to be a material breach of this contract subjecting subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

This contract is subject to cancellation pursuant to A.R.S. §38-511.

In return for the performance of this contract by the Contractor, the County agrees to pay the amount **PER THE PROPOSAL (including all applicable taxes)** through a payment schedule as described in the contract documents and as may be modified and executed by change orders and by final quantities. Contractor understands that Yavapai County has established an Electronic Funds Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within one month following the effective date of this Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.

Indemnification. To the fullest extent permitted by law, Contractor (as “Indemnitor”) hereby agrees to defend, indemnify, and hold harmless Yavapai County and its departments, agencies, officers, officials, agents, employees, and volunteers (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including, but not limited to, court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused as a direct or indirect result of any acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors, regardless of whether or not such Claims are caused in part by a Party indemnified hereunder. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Contractor shall not be obligated to defend Indemnatee against any Claims or indemnify Indemnatee resulting solely from the negligence or willful misconduct of Indemnatee and not in any way resulting from any act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. Contractor agrees to waive all rights of subrogation against Yavapai County, its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from the work performed by Contractor for Yavapai County. This indemnification shall survive the termination of this Agreement.

Any insurance, its limits, amount and type required herein to be maintained by Contractor shall in no way be construed as limiting the scope of this Indemnity.

Written Certification Pursuant to A.R.S. §35-393.01. If Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract 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.

Written Certification Pursuant to A.R.S. §35-394 Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will 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 or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the company shall notify the County within five business days after becoming aware of the noncompliance. If the Contractor does not provide the County with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the County of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

Authority to Contract – Any individual executing this Agreement represents and warrants that such person is authorized to do so, and that upon executing this Agreement, this Agreement shall be legally binding and enforceable in accordance with its terms upon the party for whom such person is acting.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties named, on the date and year first herein written.

ATTEST:

YAVAPAI COUNTY

Jayme Rush, Clerk of the Board
Yavapai County

By: _____
Mary Mallory, Chair
Yavapai County Board of Supervisors

ATTEST:

CONTRACTOR

Witness:
If Contractor is an Individual

By: _____
(Signature/Official Title)