

**PROJECT PROVISIONS AND SPECIFICATIONS**  
**FOR**  
**SUPPLY AND DELIVER CRACK FILL MATERIAL**  
**IN YAVAPAI COUNTY, ARIZONA**  
**CONTRACT #2509299**

**TERM:**

**MAY 1, 2025 - OCTOBER 31, 2025**

**Board of Supervisors**

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

**Clerk of the Board of Supervisors**

Jayme 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, March 27, 2025, for **SUPPLY AND DELIVER CRACK FILL MATERIAL IN YAVAPAI COUNTY, ARIZONA – CONTRACT #2509299**, 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, March 27, 2025.

Specifications and contract documents will be available by end of day Tuesday, March 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: February 24, 2025

/s/ Amanda Cook, Deputy Clerk  
Yavapai County Board of Supervisors

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

## TECHNICAL SPECIFICATIONS

### CRACK FILL MATERIAL

1. Prices given on this bid shall be effective for the six-month period indicated in these contract documents.
2. The County may, at its option extend the contract for an additional period of one month to one year at the unit price(s) bid with the approval of the Yavapai County Board of Supervisors and the Contractor/Vendor.
3. **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.
4. **Product.**

#### DESCRIPTION:

The technical specifications as set forth to obtain a crack filling material that is hot applied, elastically modified asphalt petroleum based pavement crack and joint sealant, which meets or exceeds City of Phoenix 1FB No.92-184 requirement specifications.

The crack fill material shall meet the following specifications:

#### HIGH ELEVATION MATERIAL

Cone Penetration 77°F (25°C) (ASTM D5329)	50-70
Resilience (ASTM D5329)	40% min.
Softening Point (ASTM D36)	190°F (88°C) min.
Ductility 77°F (25°C) (ASTM D113)	30 cm min.
Flexibility (ASTM D3111 Modified)	Pass at 0°F (-18°C)
Flow 140°F (60°C) (ASTM D5329)	3 mm max.
Brookfield Viscosity 400°F (204°C) (ASTM D2669)	100 Poise max.
Asphalt Compatability (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% min.
Tensile Adhesion, 1" (ASTM D5329)	500% min.
Recommended Application Temperature	380°F (193°C)
Maximum Heating Temperature	400°F (204°C)

## **MODERATE ELEVATION MATERIAL**

Cone Penetration 77°F (25°C) (ASTM D5329)	35-55
Resilience (ASTM D5329)	40% min.
Softening Point (ASTM D36)	200°F (93°C) min.
Ductility 77°F (25°C) (ASTM D113)	30 cm min.
Flexibility (ASTM D3111 Modified)	Pass at 20°F (-7°C)
Flow 140°F (60°C) (ASTM D5329)	3 mm max.
Brookfield Viscosity 400°F (204°C) (ASTM D2669)	100 Poise max.
Asphalt Compatability (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% min.
Tensile Adhesion, (ASTM D5329)	500% min.
Minimum Application Temperature	380°F (193°C)
Maximum Heating Temperature	400°F (204°C)

## **LOW ELEVATION MATERIAL**

Cone Penetration (ASTM D5329)	20-40
Resilience (ASTM D5329)	30% min.
Softening Point (ASTM D36)	210°F (99°C) min.
Ductility 77°F (25°C) (ASTM D113)	30 cm min.
Flexibility (ASTM D3111 Modified)	Pass at 30°F (-1°C)
Flow 140°F (60°C) (ASTM D5329)	3 mm max.
Brookfield Viscosity 400°F (204°C) (ASTM D2669)	100 Poise max.
Asphalt Compatability (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% min.
Tensile Adhesion, 1" (ASTM D5329)	400% min.
Minimum Application Temperature	380°F (193°C)
Maximum Heating Temperature	400°F (204°C)

## **MEDIUM VISCOSITY MATERIAL**

Thermosel Viscosity at 400°F (204°C) (ASTM D4402)	4000 cp max
Penetration 125°F (52°C), 50g, 5 sec. (ASTM D5)	50 max.
Penetration 77°F (25°C), 100g, 5 sec. (ASTM D5)	10-25
Softening Point (ASTM D36)	210°F (99°C) min.
Ductility 77°F (25°C) (ASTM D113)	15 cm min.
Flexibility, 0°F (-18°C)	Pass
Minimum Application Temperature	380°F (193°C)
Maximum Heating Temperature	420°F (216°C)

## LOW VISCOSITY MATERIAL

Cone Penetration 77° F (25° C) (ASTM D5329)	35 max.
Resilience 77° F (25° C) (ASTM D5329)	30% min.
Softening Point (ASTM D36)	180°F (82°C) min.
Ductility 77°F (25°C) (ASTM D113)	30 cm min.
Flexibility 0° F (-18° C) 5 sec, 180° bend, ½” mandrel	Pass
Flow 140°F (60°C) 5h (ASTM D5329)	5 mm max.
Brookfield Viscosity @ 375°F (191°C) (ASTM D4402)	2500-3500 cp
Flash Point, COC	550°F (288°C) min.
Minimum Application Temperature	380°F (193°C)
Maximum Heating Temperature	400°F (204°C)

5. Material(s) will be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of this contract will be rejected.
6. **Warranty.** The vendor shall provide all manufacturer’s warranty information **with the bid documents.**
7. **Measurement and Payment.** Crack fill material will be measured by the pound delivered to: (1) Yavapai County Western District Roads Department (aka Prescott Roads Division), 1100 Commerce Drive, Prescott, Arizona, or (2) Yavapai County Eastern District Roads Department (aka Camp Verde Roads Division), 4000 North Cherry Road, Camp Verde, Arizona. The minimum quantity per order will be 40,000 pounds. The accepted quantities of crack fill material will be paid for at the unit price per pound. 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.
8. **Prices.** Prices shall be in effect for the duration of the contract at the unit prices bid and shall include ALL APPLICABLE TAXES.
9. When given THIRTY (30) days advance notice, the vendor shall supply and deliver all materials on orders, as specified.

10. Any questions, please contact:

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

## 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 May 1, 2025, to October 31, 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 AND DELIVER CRACK FILL MATERIAL IN YAVAPAI COUNTY, ARIZONA – CONTRACT #2509299**. 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)