

PROJECT PROVISIONS AND SPECIFICATIONS
FOR
SUPPLY AND DELIVER LIQUID ASPHALT PRODUCTS
IN YAVAPAI COUNTY, ARIZONA
CONTRACT #2535976

TERM:
DECEMBER 1, 2025 – MAY 31, 2026

Board of Supervisors

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Clerk of the Board of Supervisors

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CALL FOR BIDS

Sealed proposals will be received in the Board of Supervisors Office, Yavapai County Administrative Services Building, 1015 Fair Street, Prescott, Arizona, Room 310, until 1:30 p.m. (by the official clock located in the Clerk's Office), Thursday, October 30, 2025, for **SUPPLY AND DELIVER LIQUID ASPHALT PRODUCTS IN YAVAPAI COUNTY, ARIZONA – CONTRACT #2535976**. Specifications and contract documents will be available Tuesday, October 14, 2025, on the following website: <https://www.yavapaiaz.gov/bids/public-works>. The Board of Supervisors of Yavapai County reserves the right to reject any or all offers, to waive formalities, and to accept the offer deemed to be in the best interest of Yavapai County.

Dated: October 1, 2025

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

Publish: The Prescott Courier
October 12, 14, 15, 16, 2025
The Verde Independent
October 11, 14, 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. **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.
6. **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.**
7. **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.

- 8. 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.
- 9. 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.
- 10. 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.

11. 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

LIQUID ASPHALT PRODUCTS

1. Prices given on this bid shall be effective for the six (6)-month period indicated in these contract documents.
2. It is anticipated that multiple bidders may be awarded contracts for this material.
3. The County may, at its option, renew 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 Vendor.
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. Product. Liquid and emulsified asphalts and liquid and emulsified recycling agents shall conform to all applicable requirements of Arizona Department of Transportation (ADOT) Standard Specifications Section 1005 - Bituminous Materials for Surfacing.

Emulsified Cold Recycling Agent shall be Cyclogen ME, Manufactured by Golden Bear Oil Specialties in Chandler, AZ, or approved equal.

The asphalt emulsion shall be a polymer modified rejuvenating Emulsion with a latex polymer, rejuvenating agent and asphalt and shall meet the following specifications. The polymer shall be PA-AS- 1, a product of Polymer Science of America.

CRS-2P Product Specification

Polymerized Cationic Rapid Set (CRS-2P) emulsified asphalt shall conform to the requirements of Table 1005-3a below:

TABLE 1005-3a POLYMERIZED CATIONIC RAPID SET (CRS-2P) EMULSIFIED ASPHALT (1)		
Tests on Emulsion:	Test Method	Requirement
Viscosity, Saybolt Furol seconds @ 50° C (122° F), range	AASHTO T 59	100-400
Storage Stability, 24 hours, % maximum	AASHTO T 59	1
Demulsibility, 35 mL of 0.8% DSS, % minimum	AASHTO T 59	40
Particle Charge Test	AASHTO T 59	Positive
Sieve Test, retained on 850 µm (No. 20), % maximum	AASHTO T 59	0.10
Residue from Distillation to 176.7° C (350° F), % minimum	AASHTO T 59	66
Oil Distillate to 176.7° C (350° F), Volume of Emulsion, % maximum	AASHTO T 59	0.5

Tests on Residue from Distillation:	Test Method	Requirement
Penetration, 25° C (77° F), 100 grams, 5 seconds, range in 0.1 mm	AASHTO T 49	40-100
Ductility, 4° C (39.2° F), 10 mm/minute, cm, minimum	AASHTO T 51	35
Elastic Recovery by means of Ductilometer, 25° C (77° F), % minimum	AASHTO T 301	55
(1) The introduction of polymer must occur before emulsification.		

PASS-R Section I - Product Specification

Test on Emulsion	Method	Specification
Viscosity @77 (SFS)	ASTM D244	20 - 100
Residue, w%, minimum	ASTM D244	64
Storage Stability 1 day, maximum %	ASTM D244	1
Sieve, w%, maximum	ASTM D244	0.1
Settlement 5 days, maximum %	ASTM D244	5

Test on Residue ⁽¹⁾	Method	Specification
Oil distillate, w%, maximum	ASTM D244	0.5
Penetration @ 77°F dmm (100g,5sec)	ASTM D5	50 - 200
Ductility @ 77°F, min.cm	ASTM D2402	75

Test on Latex:	Method	Specification
Specific Gravity	ASTM 1475	1.08 – 1.15
Tensile strength, die C dumbbell, psi, minimum	ASTM D412 ⁽³⁾	500
Swelling in rejuvenating agent, % maximum; 48 hours exposure @ 104°F	ASTM D471 ⁽⁴⁾ Modified	40% intact film

Test on rejuvenating agent:	Method	Specification
Flash point, COC, °F	ASTM D92	> 380
Hot Mix Recycling Agent Classification	ASTM D4552	See Section II

(1) Exception to AASHTO T59: Bring the temperature on the lower thermometer slowly to 350°F plus or minus 10°F. Maintain at this temperature for 20 minutes. Complete total distillation in 60 plus or minus 5 minutes from first application of heat.

(2) Elastic Recovery @ 10°C (50°F): Hour glass sides, pull 20 cm, hold 5 minutes then cut, let sit 1 hour.

(3) Tensile Strength Determination: Samples for testing for tensile strength in accordance with ASTM D412 shall be cut using a die dumbbell at a crosshead speed of 20 in/min.

(4) Latex Testing: Suitable substrate for film formation shall be polyethylene boards, silicone rubber sheeting, glass, or any substrate which produces a cured film of uniform cross-section. Polymer film shall be prepared from latex as follows:

Resistance to Swelling: Polymer films shall be formed by using a 50 mil drawdown bar and drawing down 50 mils of the latex on polyethylene boards. Films shall be cured for 14 days at 75°F and 50% humidity. Samples for resistance to swelling in rejuvenating agent shall be 1" by 2" rectangles cut from the cured film. Cut at least 3 specimens for each sample to be tested for swelling. Fill 3- 8 oz ointment tins with at least a ½" deep of rejuvenating agent. Swelling samples shall be weighed and then placed in the ointment tins on top of the rejuvenating agent. Then, add at least another ½" deep of rejuvenating agent over each of the latex samples. The ointment tins shall be covered and placed in an oven at 104°F for the specified 48 hours +/- 15 minutes. The ointment tins are allowed to cool to 75°F and then the latex films are removed from the tins. Unabsorbed rejuvenating agent is removed from the intact latex film by scraping with a rubber policeman and blotting with paper towels. If the latex film does not remain intact during removal from the tins or while removing the unabsorbed rejuvenating agent the sample shall be rejected. After the rejuvenating agent is removed from the samples they are then weighed. Percent swelling is reported as weight increase of the polymer film; report mass increase as a percent by weight of the original latex film mass upon exposure of films to the recycling agent.

PASS-R Section II - Recycling Agent

The recycling agent shall meet the following specification:

Test	Specification
Viscosity, 140F, CST	50-175
Flash Point, F, COC	380 Min.
Saturate, % by wt.	30 Max.
Asphaltness	1.0 Max.
Test on Residue	
Weight Change, %	6.5 Max.
Viscosity Ratio	3 Max.

PASS-R Section III- Material Certifications and Testing

The emulsion manufacturer shall submit to the County certification that the emulsion meets the specification. The latex manufacturer, Polymer Science of America, through the emulsion supplier shall submit to the County test results from the specified laboratory, certification that the latex is compatible in a cationic solution and meets the required specifications and that it is supplying the latex for this contract. The County will not accept test results dated more than ninety (90) days from the date of bid opening.

The refinery refining the recycling agent, through emulsion supplier shall submit to the County test results on the recycling agent and certification that the recycling agent meets the required specifications.

Certifications and test results on the latex and the recycling agent shall be submitted and **attached to the bid proposal.**

Certifications and test results on the emulsion must be submitted to the County and approved by the County five (5) days prior to supplying material.

PASS-CR (Polymer Modified Emulsified Asphalt)

1. Asphalt Emulsion Material:

The asphalt emulsion shall be a polymer modified rejuvenating emulsion with a latex polymer, rejuvenating agent and asphalt and shall meet the following specifications.

TEST ON EMULSION	METHOD	SPECIFICATION
Viscosity @77 (SFS)	ASTM D244	50 - 350
Residue, w%, minimum.	ASTM D244	65
pH	ASTM E70	2.0-5.0
Sieve, w%, max.	ASTM D244	0.1
Oil distillate, w%, max.	ASTM D244	0.5
TEST ON RESIDUE: (1)	METHOD	SPECIFICATION
Viscosity @ 140F, (P), maximum.	ASTM D2171	3000
Penetration @ 39.2F, minimum.	ASTM D5	40
Elastic Recovery on residue by distillation, %, min.	AASHTO T59, T301 (1,2)	60
TEST ON LATEX	METHOD	SPECIFICATION
Specific Gravity (minimum)	ASTM 1475	1.08
Tensile strength, die C dumbbell, psi, minimum	ASTM D412 (3)	500
Swelling in rejuvenating agent, % maximum; 48 hours exposure @ 104°F	ASTM D471(4)	40% intact film
TEST ON REJUVENATING AGENT	METHOD	SPECIFICATION
Flash point, COC, F	ASTM D92	>380
Hot Mix Recycling Agent Classification	ASTM D4552	See Section 2.02

(1) Exception to AASHTO T59: Bring the temperature on the lower thermometer slowly to 350° F plus or minus 10° F. Maintain at this temperature for 20 minutes. Complete total distillation in 60 plus or minus 5 minutes from first application of heat.

(2) Elastic Recovery @ 10° C (50° F): Hour glass sides, pull 20 cm, hold 5 minutes then cut, let sit 1 hour.

(3) Tensile Strength Determination: Samples for testing for tensile strength in accordance with ASTM D412 shall be cut using a die dumbbell at a crosshead speed of 20 in/min.

(4) Latex Testing: Suitable substrate for film formation shall be polyethylene boards, silicone rubber sheeting, glass, or any substrate which produces a cured film of uniform cross-section. Polymer film shall be prepared from latex as follows:

1.01 Resistance to Swelling:

Polymer films shall be formed by using a 50 mil drawdown bar and drawing down 50 mils of the latex on polyethylene boards. Films shall be cured for 14 days at 75°F and 50% humidity. Samples for resistance to swelling in rejuvenating agent shall be 1" by 2" rectangles cut from the cured film. Cut at least 3 specimens for each sample to be tested for swelling. Fill 3-8 oz. ointment tins with at least a ½"-deep of rejuvenating agent. Swelling samples shall be weighed and then placed in the ointment tins on top of the rejuvenating agent. Then, add at least another ½"-deep of rejuvenating agent over each of the latex samples. The ointment tins shall be covered and placed in an oven at 104°F for the specified 48 hours +/- 15 minutes. The ointment tins are allowed to cool to 75°F and then the latex films are removed from the tins. Unabsorbed rejuvenating agent is removed from the intact latex film by scraping with a rubber policeman and blotting with paper towels. If the latex film does not remain intact during removal from the tins or while removing the unabsorbed rejuvenating agent the sample shall be rejected. After the rejuvenating agent is removed from the samples they are then weighed. Percent swelling is reported as weight increase of the polymer film; report mass increase as a percent by weight of the original latex film mass upon exposure of films to the recycling agent.

1.02 Recycling Agent:

The recycling agent shall meet the following specification:

TEST	SPECIFICATION
Viscosity, 140F, CST	50-175
Flash Point, F, COC	380 Min.
Saturate, % by wt.	30 Max
Asphaltenes	1.0 Max.
TEST ON RESIDUE	SPECIFICATION
Weight Change, %	6.5 Max.
Viscosity Ratio	3 Max

1.03 Material Certifications and Testing:

The emulsion manufacturer, through the contractor, shall submit to the agency certification that the emulsion meets the specification. The latex manufacturer, through the contractor, shall submit to the agency test results from an accredited laboratory, certification of compliance that the latex is cationic and meets the required specifications, and that they

are supplying the latex for this contract. The agency will not accept test results dated more than 90 days from the date of bid opening.

The refinery supplying the recycling agent, through emulsion supplier and the contractor, shall submit to the agency test results on the recycling agent and certification that the recycling agent meets the required specifications.

Polymer films required for testing must be prepared in accordance with this specification by a laboratory with an IAS ISO 17025 accreditation. The polymer films used for testing shall be derived from the same 1 quart sample received from the manufacture of the latex. The swell test, tensile test and specific gravity test shall be performed and certified by the same laboratory. The refinery manufacturing the recycling agent shall submit to the laboratory testing the latex a one quart sample of the recycling agent for use in the swell test.

Certifications and test results on the latex and the recycling agent shall be submitted to the Owner upon request.

Certifications and test results on the emulsion must be submitted to the agency and approved by the agency 5 days prior to supplying material.

2. Material Placement (Spread):

2.01 Asphalt Distributor Truck:

An asphalt distributor for application of the emulsion sealer shall have a full circulation spray bar that is adjustable to at least sixteen (16) feet wide in two (2) feet increments and capable of heating and circulating the emulsion simultaneously. It must have computerized rate control for adjusting and controlling the application from the cab that is adjusting by 0.01 gallons per square yard increments. The distributor shall also be equipped with a volume measuring device and a thermometer for measuring the emulsion temperature in the tank.

2.02 Material Placement Requirements:

The Polymer Modified Emulsified Asphalt Sealer temperature when applied shall be at a minimum of 110 degrees Fahrenheit. For smaller areas the emulsion sealer may be applied with a wand. The emulsion sealer shall be immediately broomed to fill cracks and voids. The emulsion scrub broom shall be as described below:

Immediately following the application of the emulsion sealer to the road surface, the material shall be scrubbed with the INITIAL SCRUB BROOM for the purpose of forcing the emulsion sealer into the existing surface and distributing the emulsion sealer evenly over variable road surface contours, see Section 4.05.01 for details on this equipment.

The contractor shall supply a scrub broom as described for the purpose of scrubbing the Polymer Modified Emulsified Asphalt Sealer. If the Contractor fails to supply the scrub broom specified, the project shall be shut down until the contractor supplies the required equipment in full operation. Shut downs resulting from the failure to provide this specified scrub broom shall not excuse the Contractor from the provisions of contract days.

The application of the Polymer Modified Emulsified Asphalt Sealer and the scrub broom operation shall cease 40' (ft) prior to the end of the street section or intersection. The remaining emulsion sealer shall be drug out by the scrub broom, and the remaining emulsion sealer required to complete the pass shall be applied only by the spread truck (boot truck), at the specified rate.

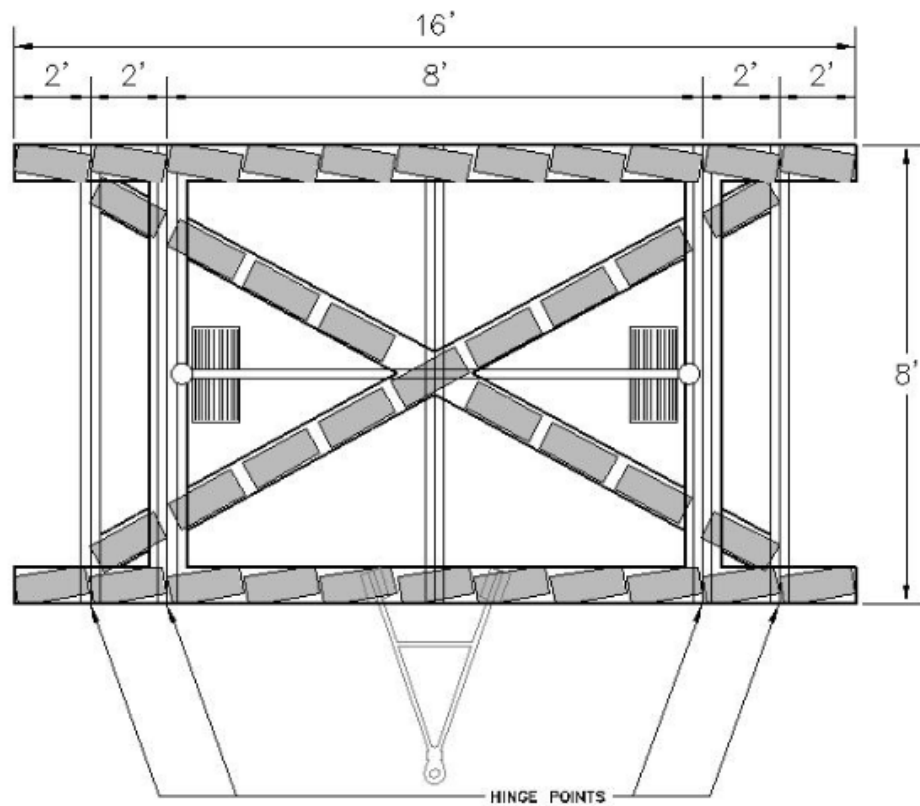
The Contractor shall exercise care to prevent oil from being deposited on concrete surfaces. Each day the Contractor shall remove oil from the surfaces not designated to be sealed. No additional streets shall be scrub sealed until this clean-up has been performed. The method of the oil removal shall be approved by the Engineer.

2.03 Initial Scrub Broom (for Emulsion):

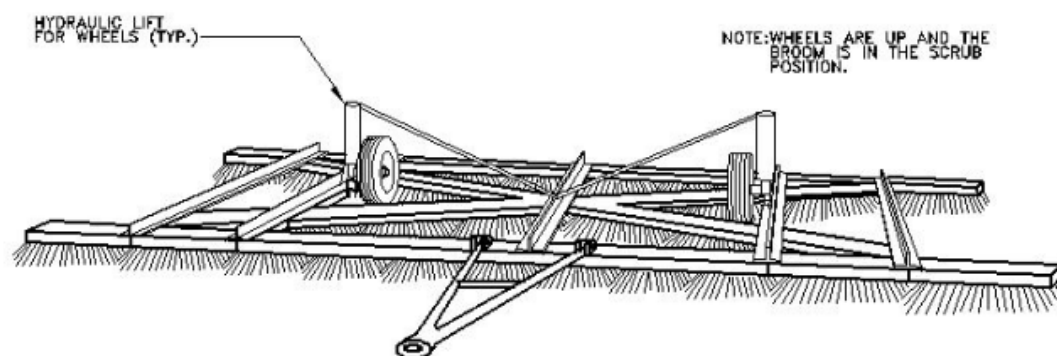
The scrub broom frame shall be constructed of metal. The scrub broom shall be attached to and pulled by the distributor truck. The scrub broom must be equipped with the means to mechanically raise and lower the scrub broom off and onto the road surface at designated points of start-up and completion. It shall be towable in the elevated position to the next area of construction. The weight of the broom assembly shall be such that it does not squeegee the emulsion sealer off the roadway surface.

The main body of the scrub broom shall be a minimum of 6'-9" wide and 8'-0" (ft) deep. The maximum width of the rigid frame at any point shall not exceed 8'-0". The depth shall not exceed 10'-0". The nearest and furthest members, paralleling the back of the spreader truck, and diagonal members shall be equipped with street brooms. The leading member and the trailing member shall have broom heads angled at 15 degrees off the centerline of the supporting member. The diagonal members shall have broom heads attached in line with the centerline of the supporting member. Each individual street broom attached to the scrub broom assembly shall be 3 1/2" w x 6 1/2" h x 16" L and have stiff nylon bristles. Bristle height is to be maintained at a minimum of 5". The scrub broom shall be equipped with a min. of 2- hinged wing assemblies attached to the main body not to exceed 4'-6" (ft) in total per side, with diagonals and equipped with street brooms. The purpose of the maximum rigid frame width and the hinged wing extensions is not only for maximum width of 16' (ft) but to maintain the scrubbing process evenly as contours and cross-sections change across the existing road surface .

A detail of the Initial Scrub Broom is shown below in Exhibit 'A'.



STREET BROOMS W/ NYLON BRISTLES



PASS Scrub Broom
Exhibit "A"
(Not for fabrication - Use as schematic only)

6. Material Delivery/Placement.

Liquid asphalt product for surface treatment shall be placed in accordance with ADOT Standard Specification Section 404-3.02(A) and 404-3.05. Placement of asphalt product shall be done utilizing an application measuring device. Application rate shall be determined and specified by the Public Works Director or his authorized representative.

The Standby Time shall apply only to time at the project site and only after the first 2 hours of unloading.

If, in the opinion of the Public Works Director or his authorized representative, liquid asphalt product is placed utilizing equipment which is not capable of accurately measuring and/or

applying the liquid asphalt product at a uniform rate as specified, shall be cause for the liquid asphalt product to be reapplied at no additional cost to the County.

7. Testing/Material Certifications.

The awarded bidder is responsible for all laboratory tests and certifications to assure that all material is in conformance with the requirements set forth in these specifications. It is the responsibility of the vendor to furnish material certifications at the time of delivery. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

8. Material Sampling.

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.

9. Material Orders.

The vendor shall be given 72 hours advance notice of material needs by the county. The vendor shall make materials available for pick-up or arrange delivery within this time frame as directed by the county.

10. Measurement and Payment.

The liquid and emulsified asphalt products will be measured by the ton and shall be weighed on approved scales furnished by the bidder or on certified public scales at the bidder's expense. Quantities of material will be determined by the collected weight tickets at the source or at the selected delivery location.

Vendor shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the county representative if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Whenever a liquid or emulsified asphalt product return occurs, the successful bidder shall supply the county with a weigh back ticket documenting the quantity of unused product. The county will receive a credit for any quantity of unused non-diluted product. No credit will be issued for any unused diluted product.

Whenever there is a return of unused oil product that is a result of the county limiting the spread or storage of the oil product, the county shall pay the successful bidder the amount of \$200.00 to pay for all related freight costs and pump off costs related to oil product return.

11. Unit prices bid shall be price per ton based on (a) a minimum load of 21 tons of liquid asphalt product delivered and spread; and/or (b) a minimum load of 24 tons of liquid asphalt product delivered and pumped.

Prices. Prices shall be in effect for the duration of the contract at the unit prices bid.

The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt, and emulsified asphalt. The contract unit price for each item that contains bituminous material will be considered to include all costs for furnishing, hauling, handling, spreading, and mixing of materials as required. The amount of bituminous material in each bid item will be as follows:

MCs and liquid asphalt	100%
Terminal blend asphalt rubber	93%
Rubberized asphalt	80%
Emulsions, concentrate	60%
Diluted 2:1	40%
Diluted 1:1	30%

12. Weather Delays/Unforeseen Conditions.

In the event of unexpected weather delays or other work stoppages due to unforeseen conditions, beyond the control of the bidder, which would preempt the days work, the successful bidder shall be paid for stand by time as identified in the bid. The stand by rate shall only apply to time at the project site, and until such time as the equipment is directed to leave due to weather or other unforeseen conditions.

The Public Works Director, or his authorized representative has the authority to delay or suspend work, and shall strive to notify the successful bidder prior to work start for delays or suspension of work due to unforeseen circumstances such as weather. Notification of delays or suspension of work by the Public Works Director, or his authorized representative, shall be sufficient basis for no compensation to be paid whether or not equipment/material is delivered to the site.

13. It is the intent of the Director to compensate the bidder on the basis of the accepted quantity supplied and delivered and/or spread at the respective unit price bid. This price shall be full compensation for furnishing all materials, labor, equipment, water, etc. necessary to develop and deliver the material as necessary. Prices bid shall include all freight charges, fuel surcharges, etc.

At the option of the successful bidder, a copy of the approved freight carrier rate agreement may be provided to the county for payment to be made to the carrier directly for all approved freight costs incurred as part of this contract. The successful bidder shall invoice the county

for the balance of the appropriate unit price bid. The bill of lading from the successful bidder shall accompany the freight billing for each delivery.

14. Any questions, please contact:

Yavapai County Department of 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 December 1, 2025, to May 31, 2026.

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, 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 LIQUID ASPHALT PRODUCTS IN YAVAPAI COUNTY, ARIZONA – CONTRACT #2535976**. 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** 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. If this Contract is subject to the limitations of A.R.S. §§ 34-226 or 41-2586, the agreement to indemnify, defend and hold harmless shall not be construed to require more indemnification than is allowed by those statutes.

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)