

**SERIAL 10007 S PAVING/RESURFACING AND RELATED WORK FOR ALLEYS AND
PARKING LOTS**

DATE OF LAST REVISION: April 18, 2013

CONTRACT END DATE: April 30, 2016

CONTRACT PERIOD THROUGH APRIL 30, ~~2013~~ 2016

TO: All Departments

FROM: **Office of Procurement Services**

SUBJECT: Contract for **PAVING/RESURFACING AND RELATED WORK FOR ALLEYS AND
PARKING LOTS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 28, 2010 (Eff. 05/01/10)**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

DW/mm
Attach

Copy to: **Office of Procurement Services**
Don Jeffery, Facilities Management

(Please remove Serial 04153-S from your contract notebooks)

REGIONAL PAVEMENT MAINTENANCE, PO BOX 3778, GILBERT, AZ 85299

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES
 (Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 91394

FIRST CALL

Asphalt Surface Patch		
Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-100 sq.ft.	\$2.50	\$2.90
101-250 sq.ft	\$2.20	\$2.70
251-500 sq.ft.	\$1.80	\$2.35
501-750 sq.ft	\$1.40	\$1.75
751-1000 sq.ft.	\$1.20	\$1.40
1001-1500 sq.ft.	\$1.05	\$1.25
Asphalt Remove and Replace		
Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-100 sq.ft.	\$4.25	\$6.00
101-200 sq. ft.	\$5.00	\$5.25
201-300 sq. ft	\$4.00	\$4.45
301-400 sq.ft.	\$3.50	\$4.10
401-600 sq. ft	\$3.00	\$3.50
601-800 sq. ft.	\$2.55	\$2.95
801-1000 sq. ft.	\$2.45	\$2.85
1001-1500 sq. ft.	\$2.35	\$2.60
1501-2000 sq. ft.	\$1.95	\$2.20
Crackfill - No Routing		
Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-25gal	\$18.00	\$23.00
101-200gal	\$10.00	\$15.00
201-300gal	\$9.50	\$12.00
301-400gal	\$9.00	\$12.45
401-500gal	\$8.80	\$12.00
Asphalt Emulsion Seal Coat		
Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-2500 sq. ft.	\$0.15	\$0.17
2500-5001 sq. ft.	\$0.10	\$0.11
5001-7500 sq. ft.	\$0.08	\$0.09
7501-10000 sq.ft.	\$0.07	\$0.08
10001-15000 sq. ft.	\$0.05	\$0.07
15001-20000 sq. ft.	\$0.04	\$0.06
20001-25000 sq. ft.	\$0.04	\$0.05
25001-50000 sq. ft.	\$0.04	\$0.05
50001-100000 sq. ft.	\$0.03	\$0.04

REGIONAL PAVEMENT MAINTENANCE, PO BOX 3778, GILBERT, AZ 85299

Asphalt Paving 2" - No Fabric		
Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-2000 sq. ft.	\$2.20	\$2.50
2001-3000 sq.ft.	\$1.00	\$1.40
3001-4000 sq. ft.	\$0.98	\$1.14
4001-5000 sq. ft.	\$0.97	\$1.12
5001-7500 sq. ft.	\$0.80	\$0.90
7501-10000 sq. ft.	\$0.72	\$0.79
10001-15000 sq. ft.	\$0.70	\$0.78
15001-20000 sq. ft.	\$0.66	\$0.75
Labor		
Title	Price	UofM
Labor, general work or standby time	\$49.00	hour
Labor, standby time	\$350.00	hour
Asphalt materials, requested outside the above pricing, cost plus %		
Title	Price	UofM
Asphalt materials, requested outside the above pricing, cost plus	24.00%	each

Terms: 2% 10 Days Net 30 Days

Vendor Number: W000001236 X

Telephone Number: 480-963-3416

Fax Number: 480-963-3417

Contact Person: Joseph DiGiugno **Randy**

E-mail Address: joe@regionalaz.com Randy@regionalaz.com

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2013 2016.**

ACE ASPHALT OF ARIZONA, INC, 3030 SOUTH 7TH STREET, PHOENIX, AZ 85040

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: NO

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
 (Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 91394

SECOND CALL

Asphalt Surface Patch		
Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-100 sq.ft.	\$6.28	\$6.81
101-250 sq.ft.	\$3.39	\$3.67
251-500 sq.ft.	\$2.54	\$2.75
501-750 sq.ft.	\$2.18	\$2.36
751-1000 sq.ft.	\$2.00	\$2.17
1001-1500 sq.ft.	\$1.85	\$2.01
Asphalt Remove and Replace		
Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-100 sq.ft.	\$7.77	\$8.42
101-200 sq. ft.	\$5.36	\$5.81
201-300 sq. ft	\$4.70	\$5.09
301-400 sq.ft.	\$4.33	\$4.67
401-600 sq. ft	\$3.91	\$4.24
601-800 sq. ft.	\$3.64	\$3.94
801-1000 sq. ft.	\$3.47	\$3.76
1001-1500 sq. ft.	\$3.30	\$3.58
1501-2000 sq. ft.	\$3.17	\$3.22
Crackfill - No Routing		
Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-25gal	\$36.47	\$37.03
101-200gal	\$20.81	\$22.54
201-300gal	\$19.73	\$21.37
301-400gal	\$19.09	\$20.68
401-500gal	\$18.82	\$20.39
Asphalt Emulsion Seal Coat		
Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-2500 sq. ft.	\$0.32	\$0.35
2500-5001 sq. ft.	\$0.20	\$0.22
5001-7500 sq. ft.	\$0.16	\$0.17
7501-10000 sq.ft.	\$0.14	\$0.15
10001-15000 sq. ft.	\$0.12	\$0.13
15001-20000 sq. ft.	\$0.11	\$0.12
20001-25000 sq. ft.	\$0.10	\$0.11
25001-50000 sq. ft.	\$0.90	\$0.10
50001-100000 sq. ft.	\$0.08	\$0.09

ACE ASPHALT OF ARIZONA, INC, 3030 SOUTH 7TH STREET, PHOENIX, AZ 85040

Asphalt Paving 2" - No Fabric		
Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-2000 sq. ft.	\$1.68	\$1.82
2001-3000 sq.ft.	\$1.36	\$1.48
3001-4000 sq. ft.	\$1.23	\$1.33
4001-5000 sq. ft.	\$1.15	\$1.24
5001-7500 sq. ft.	\$1.07	\$1.16
7501-10000 sq. ft.	\$1.02	\$1.01
10001-15000 sq. ft.	\$0.97	\$1.05
15001-20000 sq. ft.	\$0.95	\$1.03
Labor		
Title	Price	UofM
Labor, general work or standby time	\$92.74	hour
Labor, standby time	\$92.74	hour
Asphalt materials, requested outside the above pricing, cost plus %		
Title	Price	UofM
Asphalt materials, requested outside the above pricing, cost plus	20.00%	each

Terms: NET 45

Vendor Number: W000000402 X

Telephone Number: 602-304-4016

Fax Number: 602-304-2773

Contact Person: Gloria Contreras

E-mail Address: gloriac@aceasphalt.com

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2013 2016.**

GRAEF CONSTRUCTION, INC., 7595 W. CAROL AVENUE, PEORIA, AZ 85345

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
 (Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 91394

THIRD CALL

Asphalt Surface Patch		
Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-100 sq.ft.	\$6.50	\$7.00
101-250 sq.ft	\$4.25	\$4.50
251-500 sq.ft.	\$4.60	\$4.80
501-750 sq.ft	\$4.40	\$4.60
751-1000 sq.ft.	\$3.25	\$3.50
1001-1500 sq.ft.	\$2.25	\$2.70
Asphalt Remove and Replace		
Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-100 sq.ft.	\$13.86	\$14.00
101-200 sq. ft.	\$8.12	\$8.20
201-300 sq. ft	\$5.76	\$5.96
301-400 sq.ft.	\$5.45	\$5.65
401-600 sq. ft	\$4.15	\$4.25
601-800 sq. ft.	\$3.76	\$3.90
801-1000 sq. ft.	\$3.82	\$3.92
1001-1500 sq. ft.	\$3.12	\$3.20
1501-2000 sq. ft.	\$2.72	\$2.81
Crackfill - No Routing		
Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-25gal	\$51.05	\$57.05
101-200gal	\$14.52	\$15.27
201-300gal	\$15.00	\$15.50
301-400gal	\$15.70	\$15.92
401-500gal	\$15.60	\$15.90
Asphalt Emulsion Seal Coat		
Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-2500 sq. ft.	\$0.52	\$0.52
2500-5001 sq. ft.	\$0.23	\$0.23
5001-7500 sq. ft.	\$0.20	\$0.21
7501-10000 sq.ft.	\$0.14	\$0.14
10001-15000 sq. ft.	\$0.12	\$0.13
15001-20000 sq. ft.	\$0.12	\$0.13
20001-25000 sq. ft.	\$0.11	\$0.11
25001-50000 sq. ft.	\$0.09	\$0.09
50001-100000 sq. ft.	\$0.06	\$0.06

GRAEF CONSTRUCTION, INC., 7595 W. CAROL AVENUE, PEORIA, AZ 85345

Asphalt Paving 2" - No Fabric		
Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-2000 sq. ft.	\$2.40	\$2.45
2001-3000 sq.ft.	\$2.10	\$2.15
3001-4000 sq. ft.	\$1.90	\$1.95
4001-5000 sq. ft.	\$1.55	\$1.60
5001-7500 sq. ft.	\$1.25	\$1.30
7501-10000 sq. ft.	\$1.15	\$1.20
10001-15000 sq. ft.	\$1.10	\$1.15
15001-20000 sq. ft.	\$1.00	\$1.05
Labor		
Title	Price	UofM
Labor, general work or standby time	\$23.00	hour
Labor, standby time	\$23.00	hour
Asphalt materials, requested outside the above pricing, cost plus %		
Title	Price	UofM
Asphalt materials, requested outside the above pricing, cost plus	10.00%	each

Terms: 1% 10 Days Net 30 Days

Vendor Number: W000016857 X

Telephone Number: 623-463-1208

Fax Number: 623-934-6401

Contact Person: Jay Graef

E-mail Address: jay@graefconstruction.com

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2013 2016.**

PAVING/RESURFACING AND RELATED WORK FOR ALLEYS AND PARKING LOTS

1.0 INTENT:

The intent of this Invitation For Bids is to source contractors to perform asphalt repairs, patching, crack filling, resurfacing, removal and replacement, seal coating, and line striping for various parking lots and/or related work (such as driveways and campus roadways) owned by Maricopa County.

This contract is not to be utilized for public roadways, intersections, turn lanes, road widening or extensions.

Other County department may use this contract. The Facilities Management Department is not responsible for contract administration of this contract when services are requested by other County agencies.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.26 and 2.27, below).

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF SERVICES:

2.1 HOURS OF WORK:

Work requested by the County may occur during normal business hours, after hours, or weekends, dependant on the traffic flow and departmental requirements.

2.1.1 **REGULAR SERVICE** shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.

2.1.2 **AFTER HOURS** shall be work performed after 6:00 PM and before 6:00 AM the next morning.

2.1.3 **& HOLIDAYS** shall be work performed Saturday, Sunday, or during any County holiday.

2.2 CONTRACTOR PERFORMANCE REQUIREMENTS:

Contractor to supply all labor, supervision, materials, supplies, equipment, transportation, and all effort necessary to perform the specifications herein.

2.3 MATERIAL SPECIFICATIONS:

2.3.1 **Asphalt Surface Patching:** MAG released its 2009 version of Section 710 and 321 early 2009 and MCDOT will accept the specification in early 2010 with the DOT's Supplement. For asphalt pavement patching if the asphalt thickness is less than 1 inch (but should be at least ½" for milled and inlay area), MAG 710 3/8" Marshall mix for low traffic shall be used.

2.3.2 **Asphalt Removal, Replacement or Paving:** For pavement of 2" to 3" thick, MAG 710 ½" Marshall Mix for low traffic shall be used. This mix and pavement structure is more suitable for parking lot for cars, pickup trucks, and very light trailers. Very low frequency of large trailers will be allowed.

- 2.3.3 **Asphalt Removal, Replacement or Paving:** If a lot will primarily accommodate large, bus sized trailers, the pavement should be 4” thick. The pavement structure shall be 1.5” of ½” Marshall high volume mix on top of 2.5” of ¾” Marshall high volume mix. Thickness of AB is generally 4 to 8” depending on type of sub-grade soil.
- 2.3.4 **Crack Sealing:** Maricopa County currently use a special provision to specify our crack sealant. Please see the following section:
 - 2.3.4.1 **Material Specifications:** The crack sealant material shall be a hot applied elastically polymer and rubber modified asphalt or rubber modified asphalt. The asphalt rubber sealant shall be a blend of asphalt cement, crumb rubber and/or virgin rubber, fillers, plasticizers, and/or polymers formulated for hot arid climates. The asphalt rubber modified compound shall:
 - 2.3.4.1.1 Be formulated to cure as it cools.
 - 2.3.4.1.2 Sufficiently cure after a twenty-minute set time to resist pick up and tracking by vehicular traffic.
 - 2.3.4.1.3 Not bleed or become tacky under traffic during summer temperatures.
 - 2.3.5 The asphalt component shall be paving grade asphalt per MAG Section 711.
 - 2.3.6 The supplied sealant material shall be formulated for use during hot climatic conditions and meet the following specifications:

PROPERTY	TEST METHOD	REQUIREMENT
Ductility @ 77° F, cm	ASTM D113	15 Min.
Flash Point, Degrees F	ASTM D92	450 Min.
Softening Point, Degrees F	ASTM D36	200 Min.
Cone Penetration @ 77° F, dmm	ASTM D5329	25-40
Resilience, %	ASTM D5329	30 Min.
Bitumen Content, %	ASTM D4	60 Min.
*Brookfield Viscosity @ 380° F, Poise	ASTM D2196	40-90
Asphalt Compatibility	ASTM D5329	Pass
Material Unit Weight @ 60° F, lbs/gal	ASTM D70	10 Max.
Pouring Consistency		Self-Leveling
Safe Heating Temperature, Degrees F		400
Recommended Pour Temperature, Degrees F		380

*Viscosity shall be tested at Manufacturer recommended pour temperature

Additionally, the specific gravity of the crumb rubber shall be 1.15 +/- 0.02 and free from fabric, wire, and other contaminating materials. The material shall contain a minimum of 18 percent crumb rubber by weight of total asphaltic components. The material containing crumb rubber shall be reacted at the plant to provide a homogenous mix of components. A maximum of 4 percent calcium carbonate may be added to prevent particle clumping.

Surface Sealing: Product used shall be SealMaster MTR or equivalent. Regular asphalt emulsion such as SS1h or CSS1h is generally too light, and slurry seal is not very suitable for pavement that experiences a lot turning movement.

MTR (Rubberized Sealcoat) is a clay-stabilized mineral filled asphalt emulsion modified with terminal blended, ground whole tire rubber asphalt cement meeting the requirements of Table 2.

718.2 TEST METHODS AND REQUIREMENTS

TABLE 2
SEALMASTER MTR

Property	Test Method	Requirement
Chemical Characteristics:		
Classification		Asphalt Emulsion
Flammability		Non-Flammable
Flash Point		None
Color		Black when dry
Applicable Standards & Product Test Data for MTR Emulsion:		
Residue by Evaporation %	ASTM D 2939.08	50% min. /55% typical
Weight per gallon 25 C	ASTM D 2939.07	10 lbs. / gal. min.
Wet Track Abrasion	ISSA (TB-100)	< 5% loss
Accelerated Weathering Test	ASTM G 154	Pass (1,000 hrs.)
Aggregate Content	Manufacturing control	3/lbs. / gal.
Material Uniformity	ASTM D 2939.05	Pass
Flash Point	ASTM D 2939.12	Pass
Drying Time	ASTM D 2939.13	Pass
Resistance to Heat	ASTM D 2939.14	Pass
Resistance to Water	ASTM D 2939.15	Pass
Flexibility	ASTM D 2939.16	Pass
Wet Flow	ASTM D 2939.19	Pass
Resistance to Volatilization	ASTM D 2939.23	Pass
Wet Film Continuity	ASTM D 2939.22	Pass
Resistance to Impact	ASTM D 2939.26	Pass
Applicable Standards & Product Test Data for Ground Whole Tire Rubber Modified Asphalt Cement:		
Ground Whole Tire Rubber %	Terminal Cert.	10% minimum
Penetration 77 , 100 g, 5 sec, dmm	ASTM D 5	15 - 25
Softening Point, F _r	ASTM D 36	140 - 160
Solubility % (3 set average)	ASTM D 2042	98.5 min.

2.3.7 Asphalt used must comply with Arizona Department of Transportation

2.3.8 MSDS sheets shall be provided as part of the bid package.

2.4 SURFACE PREPARATION:

2.4.1 Prior to MTR or any other Surface Sealant:

Immediately before applying the bituminous material, the area to be surfaced shall be cleaned of dirt and other objectionable material. The surface shall be cleaned with a self-propelled pickup sweeper. When necessary, cleaning of the existing pavement surface shall be supplemented by hand brooms or other methods, approved by the County Project Manager, to assure a good bond between the

surface treatment and the pavement surface. Pick up brooms alone may not be adequate to thoroughly clean the surface. If water is used, the pavement shall be dry before applying the asphalt binder. The Contractor shall conduct all sweeping operations in the same direction as traffic flow.

The Contractor shall take all steps, procedures, and means to prevent dust pollution due to his construction practices in connection with this work. Dust prevention measures shall be maintained at all times during construction of the project to the satisfaction of the County Project Manager, in accordance with Maricopa County Air Pollution Control Regulations.

2.4.2 Prior to Crack Sealing:

In no case shall sealant be placed during damp roadway conditions that exist such as wet roadway surfaces or damp material inside the cracks. Operations stopped by the County Project Manager, due to weather, shall be at no additional cost to the County.

Immediately prior to applying the sealant, cracks shall be thoroughly cleaned of loose particles, grass, grass roots, weeds, dust, and other deleterious substances by means of high velocity compressed air or by other methods approved by the County Project Manager. Compressed air alone may not be sufficient to clean the cracks properly. Additional handwork may be required.

The compressor used shall be capable of a sustained pressure of 90 psi. The crack cleaning equipment shall be capable of cleaning cracks to a minimum depth of 1/2 inch. The equipment shall also be capable of dust containment by filtering particulate matter 10 micrometers or less in diameter with no dust clouds visible to the naked eye as determined by the County Project Manager (i.e. vacuum).

During the cleaning of cracks, the Contractor shall protect against damage to items such as, but not limited to, cars, people, driveways, walkways, landscape materials, etc. in the work area. During and after placement of the sealant, the Contractor shall protect against harm to persons or animals that may be exposed to the hot material.

2.5 AVAILABILITY OF SITE PLANS:

When deemed necessary, and if possible, the Facilities Management Department or the County requesting agency will furnish the Contractor plans of the site.

2.6 PROJECT WORK:

2.6.1 All work under this contract that exceeds the established ceilings listed below shall be performed as PROJECT work:

- (a) Asphalt Surface Patch: project quote if over 1,500 square feet
(Minimum 1.0 in thickness)
(1/2", R-12mm, Grade D)
- (b) Asphalt Remove & Replace: project quote if over 2,000 square feet
(Minimum 3.0 in replacement thickness)
(1/2", R-12mm, Grade D)
- (c) Crack Fill – No Routing: project quote if over 500 gallons
(Crafco or equivalent product – medium grade)
- (d) Asphalt Emulsion Seal Coat: project quote if over 100,000 square feet
~~(Spray on)~~ MTR or equivalent

- ~~(e) Mag Type II Slurry Seal: project quote if over 7,500 square yards
(Polymer Modified)~~
- (f) Asphalt Paving 2” – No Fabric: project quote if over 20,000 square feet
(Per MAG Specifications)
- (g) Striping for HC, hash out, fire lane,
speed bumps, stenciling, etc: all project quote
- (h) Milling: all project quote

2.6.2 The Contractors shall meet with the County requesting agency staff at the site to ascertain what work is to be performed. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. As such, each contractor MUST submit a response, with award to the lowest quote of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope Of Work are those established in Attachment A, PRICING. ALL contractors are to have an opportunity to bid on project work and the County user agencies MUST ensure all contractors of record receive a project quote.

2.6.3 The Contractor should visit the site and familiarize themselves with any conditions that may affect performance and project quotes. Submission of a project quote will be prima facie evidence that the Contractor did, in fact, make a site inspection and is aware of all conditions affecting performance and bid prices.

2.6.4 The submitted project price quote shall be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. A Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.

2.6.5 Project pricing shall include everything the contractor anticipates is necessary to complete the job (i.e., rental equipment, materials, labor, supervision, subcontractor costs, mobilization costs, demobilization costs, permits, etc.). These costs to be part of the overall project price and as such not itemized.

2.6.6 Sales tax on project work SHALL be included in the total project cost and not a separate line item in the project quote. Any work that is delineated as PROJECT shall be so noted on the quote AND the invoice.

2.7 **NON-PROJECT WORK – WORK BASED ON SIZE OF THE JOB BY SQUARE FOOTAGE; SQUARE YARDS; OR GALLONS – AS LISTED IN THE PRICING SCHEDULE:**

2.7.1 This contract may also be used for non-project work, that is, work that estimated to be less than the ceilings listed in §2.5.1 and not be exceeded. Each bidder shall be ranked, based on their pricing in Attachment A, as first call second call, third call, and so on for non-project work. The lowest bid for items §1.1 through §1.47 in Attachment A, PRICING, shall be the first contractor called to perform non-project work.

2.7.2 Taxes on non-project work may be taxed as a separate line item. Due to the nature that this type of work includes both LABOR and MATERIALS as a combined cost, a *construction tax*, not to exceed 65% of the retail tax rate, may be applied. If applied, it shall be a separate line item cost - and not included in the labor and materials portion.

Any work that is delineated as NON-PROJECT shall be so noted on the quote AND the invoice.

2.8 TIME AND MATERIALS WORK:

If it is required that the Contractor be called out for repair work, and anticipated that the repair will be straight T&M, the labor rate bid, per line item 1.48 in Attachment A, PRICING, shall also be ranked as first call (labor), second call, third call, and so on. Any work that is delineated as T&M shall be so noted on the invoice as such. Sales tax may be imposed, but for materials and supplies purchased, as labor shall not be taxed (See §2.23 TAX).

2.9 MILLING:

The Contractor shall have a minimum of three (3) years experience in milling of asphalt concrete. Proof of such must accompany bid package. Not all work in the County parking lots may require milling. The Contractor and the County department shall determine milling of asphalt concrete. Milling may be subcontracted providing the prime contractor notifies the County as to whom the sub-contractor will be (See §3.16).

2.10 COMMENCING OF WORK:

For project and non-project work, the Contractor shall commence work as dictated by the authorized County representative. The Contractor shall be sent a Notice To Proceed letter issued by the County agency. Notice to proceed shall be in writing and reference the contract serial number. Time and materials work may be verbal.

2.11 DELAY TIME:

Any delay time caused by the County that is not actual operating time or mobilization time shall be paid as hourly standby time, either as *per man* (hourly bid rate) or *per crew* (crew bid rate).

Down time or other delay time caused by equipment break down, or caused by the Contractor, or caused by inclement weather, will not be considered for delay time payment.

2.12 OUTSIDE THE 25-MILE LIMIT:

An imaginary circular boundary with the Facilities Management Department, 401 W. Jefferson St, Phoenix, AZ as the center point, within a radius of twenty-five (25) miles from this point, will be considered the normal geographical service area, regardless as to where the Contractor is traveling. In Attachment A, PRICING, there are two columns, one column for all work within the 25-mile boundary, and a pricing column for work outside the 25-mile boundary.

2.13 SAFETY:

2.13.1 The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and other safety/traffic equipment required to protect its employees, the public, surrounding areas, equipment, and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to assure proper safety during the performance of this agreement.

2.13.2 Contractor is required to adhere to all OSHA regulations, rules, policies, and procedures that are in place during the term of this contract. The firm shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and safety regulations, which in any manner affect the fulfillment of this Contract, and shall comply with the same.

2.14 SITE PREPARATION:

2.14.1 If deemed part of the scope of work, Contractor is to excavate and fill as necessary to prepare the area. Excess soil generated shall be removed and disposed of by the

Contractor. If additional soil is required, it shall be sourced by the Contractor and billed to the County. If quoted as a project, there shall be no additional costs unless the work or materials is in addition the initial scope of work.

2.14.2 Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing materials as approved by the County at Contractor's expense.

2.15 PERMITS/FEES:

The Contractor shall procure all permits, fees, or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution and completion of the work under the specifications of this contract. The cost of such shall be a pass-through to the County without mark-up.

2.16 SITE CLEANUP:

The Contractor shall at all times, keep the work area free from accumulation of waste materials or rubbish generated by the performance of the specifications herein. The Contractor at his expense shall dispose of all surplus material, rubbish, and debris. No surplus materials, rubbish, and/or debris shall be disposed of into County trash containers.

If the Contractor fails to clean up the work site, the County will complete the task and deduct such cost from monies due the Contractor.

2.17 DAMAGE TO COUNTY PROPERTY:

The Contractor shall perform all work so that no damage to buildings or grounds results. Contract shall repair any damage caused to the satisfaction of the County and at no cost to the County.

2.18 QUALITY OF WORK:

2.18.1 Where not more specifically described in any various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the asphalt paving and repair trade, and shall include all items of fabrications, construction, or installation regularly furnished or required for completions. All work shall be executed by personnel skilled in their respective kinds of work.

2.18.2 The County's authorized representative from the County department shall decide all questions that may arise as to the quality and acceptability of any work performed under this contract. If, in the opinion of the County's representative, the performance becomes unsatisfactory, the County shall notify the Contractor of such and the Contractor shall make acceptable such performance at no additional cost to the County.

2.18.3 The Contractor shall have three (3) calendar days from that time, not including weekends or County holidays, to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the County shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

2.19 LICENSING:

Contractor shall have a current State of Arizona Registrar of Contractors license for asphalt paving A-14 or A-General. Copy must accompany bid package.

2.20 ENGLISH SPEAKING REQUIREMENT:

There shall be at least one (1) person or more, as directed by the Facilities Management Department, or the County Using Department, on each shift on site, who can speak, read and write English. This is not meant to require that all Contractor personnel speak, read, and write English. Most tasks may require only the job supervisor, crew leader, or crew member to speak, read, and write English. This requirement is necessary due to the following reasons, which include but are not limited to:

- (a) Warnings of emergencies and hazards.
- (b) Communication with Maricopa County Personnel and Tenants.

2.21 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor

2.22 RENTAL EQUIPMENT

Rented equipment charges (must attach invoice from rental firm. The contractor shall not add additional sales tax other than what the rental firm has posted. If rented equipment requires a supply of fuel, the cost of fuel is allowed but only at the prevailing rates. A 5% maximum mark-up is allowed for rental equipment.

2.23 INVOICES AND PAYMENTS:

2.23.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Job site name and address, with FMD site number;
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time (if applicable)

2.23.2 Total Amount Due Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.23.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.23.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is

required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.24 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.25 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.26 FUEL COST PRICE ADJUSTMENT:

2.26.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.

2.26.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.

2.26.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10th) of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.

2.26.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Prices). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).

2.26.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor.

2.26.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: <http://www.eia.doe.gov/>

2.26.7 The computation of the fuel surcharge amount shall be determined as follows:

2.26.7.1 The fuel cost component from line 1.51 of Attachment A (Pricing) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.

2.26.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.

2.26.7.3 The surcharge shall be added as a separate line item to the invoice.

2.27 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.28 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the **Office of Procurement Services** of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees

from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE:

3.5.1 **Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A+. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.**

3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.5.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.5.8 The policies required hereunder, except Workers' Compensation shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives,

officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Certificates of Insurance.

~~3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.~~

3.5.12.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

3.5.12.2.1 In the event any insurance policy (ies) required by this contract is (are) written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of Contractor’s work or services and as evidenced by annual Certificates of Insurance.

3.5.12.2.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 ORDERING AUTHORITY.

3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by **Office of Procurement Services**, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 REQUIREMENTS CONTRACT:

3.9.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.9.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.9.3 Contractors agree to accept verbal notification of cancellation from the **Office of Procurement Services** Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor 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 the Contract. If the Contractor 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 disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any 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.

3.14 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount

of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.16 **SUBCONTRACTING:**

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.17 **AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County **Office of Procurement Services** shall be responsible for approving all amendments for Maricopa County.

3.18 **ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:**

In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation 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 latest. The County, 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.

If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.19 **AUDIT DISALLOWANCES:**

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.20 **VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.21 **RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.22 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.23.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.23.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.23.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.24 ALTERNATIVE DISPUTE RESOLUTION:

3.24.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.24.1.1 Render a decision;

3.24.1.2 Notify the parties that the exhibits are available for retrieval; and

3.24.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

- 3.24.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.
 - 3.24.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.
- 3.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:
- 3.25.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.
 - 3.25.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:
- 3.26.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
 - 3.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 3.27 CONTRACTOR LICENSE REQUIREMENT:
- 3.27.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

3.27.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.28 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

3.28.1 **A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,**

3.28.2 **That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.**

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

4.0 POST AWARD MEETING:

The Contractor shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.