

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
VIASUN CORPORATION**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this day of , 20 , between the City of Glendale, an Arizona municipal corporation (the "City"), and Viasun Corporation, an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On June 27, 2018, under the S.A.V.E. Cooperative Purchasing Agreement, Pinal County, AZ entered into a contract with Contractor to purchase the goods and services described in the Job Order Contract No. 175623 JOC Civil Construction Services ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was June 27, 2018 until June 26, 2022. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until June 22, 2022. The City may renew the term of this Agreement for an additional one (1) year period if the Cooperative Purchasing Agreement is extended. The Agreement expires on June 26, 2023 and cannot be further extended. The Renewal is not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew

this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total amount for all supplies and/or services purchased under this Agreement shall not exceed \$5,000,000 dollars or \$1,000,000 dollars per work/job order assignment per attached JOC (Exhibit A).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o David Beard, City Engineer
5850 W. Glendale Avenue
Glendale, Arizona 85301
623-930-3630

and

Viasun Corporation
c/o Zach Figueroa
3621 E. Superior Ave
Phoenix, AZ 85040

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By: _____

Kevin R. Phelps
City Manager

"Contractor"

Viasun Corporation
an Arizona Corporation

By: _____

Name: Zach Figueroa
Title: Vice President

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
VIASUN CORPORATION**

EXHIBIT A

Job Order Contract 175623 – Civil Construction Services
Viasun Offer and Acceptance



PINAL COUNTY

WE ARE HERE TO SERVE YOU

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 175923ROQ
Amendment # 3
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

JOC Asphalt Maintenance & Repair Services

Contactor Name: Viasun Corporation

Pursuant to Section 4 (Contract Term, Extension, Price Adjustment) the above referenced contract shall be amended as follows:

1. The term of this contract is hereby extended through June 26, 2022.
2. All other Terms, Conditions, and Pricing remain the same.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Stephen Q. Miller, Chairman
Pinal County Board of Supervisors

X

06/09/2021

Date

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 175923ROQ
Amendment # 2
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

JOC Asphalt Maintenance & Repair Services

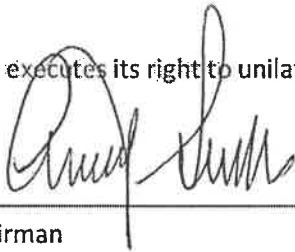
Contactor Name: Viasun Corporation

Pursuant to Section 4 (Contract Term, Extension, Price Adjustment) the above referenced contract shall be amended as follows:

1. The term of this contract is hereby extended through June 26, 2021.
2. All other Terms, Conditions, and Pricing remain the same.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X



Anthony Smith, Chairman
Pinal County Board of Supervisors

X 5/6/2020

Date



PINAL COUNTY
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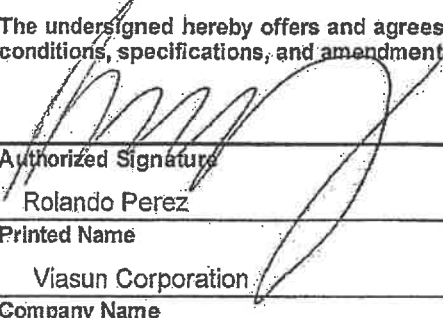
Offer and Acceptance

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

	President
Authorized Signature	Title
Rolando Perez	5/9/18
Printed Name	Date
Viasun Corporation	480-268-9669
Company Name	Telephone
3621 E. Superior Ave.	Phoenix, Arizona 85040
Address	City, State, Zip

For clarification of this offer, contact:

Name: Rolando Perez Phone: 480-495-8476 Fax: 480-223-6295

Email: Rolando@viasuncorp.com

ACCEPTANCE OF OFFER (For Pinal County Use Only)

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for: JOC Civil Construction Services

This contract shall henceforth be referenced to as Contract No. 175623. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this 27th day of June 2018.

Name (Print)

Todd House

Title

Chairman

Signature



Approved as to form:


Pinal County Attorney's Office



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Offer and Acceptance

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

Viasun Corporation

Company Name:

Rolando Perez

Authorized Signature

NOTICE OF REVIEW OF QUALIFICATIONS

Designated Agency: PINAL COUNTY PUBLIC WORKS DEPARTMENT

Material or Service: JOC CIVIL CONSTRUCTION SERVICES

Contract Type: FIRM FIXED PRICE

Contract Period: ONE (1) YEAR INITIAL TERM
FOUR (4) ONE-YEAR RENEWAL OPTIONS

Pre-Submittal Conference: N/A

Question Due Date: BY 5:00 PM ARIZONA TIME ON MAY 2, 2018

Solicitation Due Date: BY 2:00 PM ARIZONA TIME ON MAY 16, 2018

Number of Copies Required: ELECTRONIC SUBMITTAL

Solicitation Opening Date: BY 2:15 PM ARIZONA TIME ON MAY 16, 2018

Solicitation Opening Location: 31 NORTH PINAL STREET
BUILDING A
FLORENCE, AZ 85132

Procurement Officer Contact Name: LORINA GILLETTE, CPPB

Telephone: (520) 866- 6639

Fax: (520) 866- 2903

E-mail: Lorina.Gillette@pinalcountyaz.gov



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Table of Contents

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

SOLICITATION DOCUMENTS

SCOPE OF WORK.....p.	3
DEFINITIONS.....p.	8
SPECIAL INSTRUCTIONS.....p.	11
UNIFORM INSTRUCTIONS..... p.	14
TERMS AND CONDITIONS..... p.	19
ADDENDUM ACKNOWLEDGEMENT FORM..... p.	32
W-9 FORM..... p.	33
RESPONDERS CHECKLIST..... p.	34
OFFER AND ACCEPTANCE FORM.....p.	35

EXHIBITS AND ATTACHMENTS

Attachment A – Bonfire Submission Instructions for Suppliers

END OF SOLICITATION

1. INTRODUCTION

1.1 Purpose and Description

Pinal County Public Works (County) is seeking experienced Contractors to provide Civil Construction Services on an as-needed basis at various project locations throughout the County utilizing the Job Order Contracting (JOC) project delivery method.

It is the intent of the County to select four (4) contractors for contract award. The initial term of the JOC will be for a minimum of one (1) year and may be renewed up to four (4) additional one-year terms. Renewal of the contract will be at the sole option of the County and be based on the successful performance of the JOC Contractor and the needs of the County. The individual job order assignment maximum amount is \$1,000,000. It is the County's intent to enter into a cost plus fee structure.

During the term of the JOC, work is performed as a series of individual job orders assignments. Individual projects may require the expenditure approval of the Pinal County Board of Supervisors. Each job order assignment, initiated by the owner, is defined cooperatively by the owner and contractor. A scope, schedule and price are negotiated and agreed upon. Then the contractor is directed to proceed with the work. Job Order Contracting may include design services, pre-construction services, construction work, maintenance and as-built documents.

This JOC is issued to assist the County with general civil construction services related to major and minor civil construction projects. Interested contractors will have the ability to show related experience and a proven track record in projects of the same nature and magnitude. The selected contractors will be expected to deliver turnkey projects, including all permitting and regulatory requirements.

The Public Works department will identify projects throughout the fiscal year that may include, but are not limited to:

- Civil Construction, Reconstruction and Rehab Program
- Major Street Repairs
- Street Maintenance Program
- Dirt Shoulders, Dust Abatement PM-10 Program
- Flood Control Program
- Traffic Control & Engineering Program

The County has elected to use the JOC delivery method for these projects as outlined under A.R.S. Title 34. Cost effective construction in the shortest possible time frame and within the County's tolerance of financial risk will be the guiding principles behind the projects.

1.2 Cooperative Purchasing

This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others.

2. SCOPE OF WORK

2.1 Scope of Work

The County maintains and constructs a network of civil infrastructure. The infrastructure includes, but is not limited to, paved streets, dirt roads, guardrails, parking areas, sidewalks, handicap ramps, curbs, gutters, trails, multi-use paths, park pavements, bridges, culverts, and basins. This JOC will be focused on the maintenance, repair and construction of such civil work within the public right of way. Work assignments may include but are not limited to, and the successful contractors shall have experience, knowledge and ability to accomplish the following tasks:

1. Obtain all necessary permits, required to complete the job order assignment, including but not limited to; Engineering Off-site, haul route, stockpile, SWPPP, dust control, traffic control plans, etc.
2. Placing asphalt pavements including full depth sections, overlays, patches and repairs.

3. Pavement maintenance and rehabilitation; including but not limited to; crack sealing and joint sealing, crack routing and large crack repair, applying various types of surface treatments including fog seal, scrub seal, slurry seal, chip seal, other asphalt rejuvenation methods, milling and/or roadway profiling, saw cutting and removing both asphalt and concrete pavements.
4. Subgrade preparation including compacting native soil, placing and compacting ABC, millings, soil stabilization and grading.
5. Earthwork: site rough and finishing grade.
6. Stamped, painted and thermoplastic decorative asphalt.
7. Replacing, removing, retro-fitting and/or placing concrete pavements including curb and gutter, driveways, roadways, handicap ramps, sidewalks, culverts, boxes, hard-scape features, and brick pavers.
8. Replacing, removing, retro-fitting and/or placing ADA accessible features including handicap ramps and other improvements to meet ADA requirements.
9. Preparing traffic control plans, providing traffic set-up in accordance with the approved traffic control plans and barricading work areas.
10. Bikeways, multi-use paths: concrete, asphalt, granite, natural materials.
11. Maintaining shoulders including grading, placement of surface treatment and sealing.
12. Flood Control construction, maintenance, and repair items including, but not limited to, bridges, culverts, channels, basins, grading, erosion control, vegetation and sediment removal, and concrete structures.
13. Fabricating, installing, removing, maintaining and surveying traffic control devices listed in the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD, Federal Highway Administration) and the current edition of the Arizona Supplement to the MUTCD (Arizona Department of Transportation). To include but not limited to, signing and striping including, survey of existing striping and signage, providing and installing project signs, obliteration of striping, layout and installing striping, symbols, raised pavement markers and signage, traffic control signal systems, traffic loop detection, vaults, controllers and warning lights and signs.

2.2 Project Information

The successful JOC contractors will have documented established successful work relationships with various qualified subcontractors and knowledge of JOC project delivery methods. The specific work associated with each job order assignment shall be mutually agreed upon and issued by the County.

For any project determined by the County to be appropriate for this Job Order Contract, the County will request that the contractor prepare a scope of work, cost proposal, project schedule and back-up supporting documentation. If acceptable, the County will issue a Purchase Order, at which time the parties will execute an individual job order assignment specifying the cost and completion schedule for that project. Although the County anticipates that the JOC Contractor will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The County reserves the right and will issue job order assignments based on ability of the contractor to meet the County's work schedule and the availability of trades and expertise in relation to each project.

All construction shall conform to the latest version of the Uniform Standard Specifications and Details for Public Works Construction published by the Maricopa Associate of Governments (MAG), Standard Specifications and Details for Road and Bridge Construction published by Arizona Department of Transportation (ADOT), Manual on Uniform Traffic Control Devices (MUTCD) published by Federal Highway Administration (FHWA), , and the construction documents (plans and specifications) associated with each Job Order assignment.

2.3 Work Authorization

Any Work required under this Contract shall be authorized by issuance of formal, written Job Order Purchase Orders as follows:

- 2.3.1 As the need exists (as determined by the County) for performance under the terms of this Contract, the County will notify the Contractor of an existing requirement.
- 2.3.2 Upon the receipt of this notification, Contractor shall respond within two (2) working days, or as otherwise agreed, by:

2.3.2.1 Visiting the proposed site in the company of County staff, or;

2.3.2.2 Establishing contact with the County to further define the scope of the requirement.

2.3.3 After mutual agreement on the scope of the individual requirement, Contractor shall then prepare a proposal for accomplishment of the task unless Contractor, in its sole discretion, elects not to undertake the Work. If the Work is declined, Contractor will so notify the County in a timely manner.

2.3.4 The price matrix shall serve as the basis for establishing the value of the Work to be performed.

2.3.5 Contractor's proposal shall be submitted within ten (10) working days unless otherwise agreed.

2.3.6 Upon receipt of the Contractor's proposal, the County will review the proposal for completeness and will reach agreement with Contractor on pricing, schedule and all other terms, prior to issuance of a Job Order Purchase Order.

2.3.7 In the event the County does not issue a Job Order Purchase Order after receipt of the Contractor's proposal, the County is not obligated to reimburse the Contractor for any costs incurred in the preparation of the proposal, except as noted in §2.4.3

2.4 Scheduling of Work

2.4.1 For each Job Order Purchase Order, the County will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of the Contractor. Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order Purchase Order. The period of performance includes allowances for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Contractor considers the Work complete and ready for its intended use, Contractor shall request the County to inspect the Work to determine the status of completion. A minimum of 30 days prior to Final Completion the Contractor, in conjunction with the County, shall prepare a comprehensive list of Punch list items, which the County may edit and supplement. The Contractor shall proceed promptly to complete and correct Punch list items. Failure to include an item on the Punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Items on the Punch list must be completed or corrected prior to final payment for the Job Order. Contractor shall proceed promptly to complete and correct items on the list. Two year warranties required by the Contract Documents shall not commence until the date of Final Completion unless otherwise provided in the Contract.

2.4.2 Job placement of materials and equipment shall be made with a minimum of interference to County operations and personnel.

2.4.3 Furniture and portable office equipment in the immediate work area will be moved by Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, the County will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, the County will compensate the Contractor for any such transportation and storage costs incurred.

2.4.4 Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to the Owner.

2.4.5 Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order Purchase Order. Proposed traffic control methods shall be submitted to the County for approval.

2.5 Quality Assurance/Quality Control Program

2.5.1 Contractor shall submit, for County approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after issuance of the initial Job Order Purchase Order. This plan should address all aspects of quality control



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Statement of Work

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with County inspectors.

2.6 Design

- 2.6.1 In accordance with the provisions of ARS § 34-602 & 603, the County may require the Contractor to contract with one or more Design Professionals to provide architectural or engineering design of the Project.
- 2.6.2 As an alternative to §3.6.1 and in accordance with the provisions of ARS §34-602 & 603, the County may elect to contract separately with one or more Design Professionals to provide architectural or engineering design of the Project.
- 2.6.3 Whether the County or the Contractor contracts with the Design Professional, it is expected that some or all of the following services will be provided during the performance of the work:
 - 2.6.3.1 The Design Professional will provide administration of the work. The County and Contractor will endeavor to communicate through the Design Professional. Communications by and with the Design Professionals' consultants will be through the Design Professional.
 - 2.6.3.2 The Design Professional will visit the Site at intervals appropriate to the state of construction to become generally familiar with the progress and quality of the completed work and to determine in general if the work is being performed in accordance with the contract documents. The Design Professional will keep the County informed of progress of the work and will endeavor to guard the County against defects and deficiencies in the work.
 - 2.6.3.3 Upon the Contractor's submittals, the Design Professional will review and approve or take other appropriate action on submittals as Shop Drawings, Product Data and Samples.
 - 2.6.3.4 All drawings produced for projects under this contract are the property of the County and are owned in whole by the County for any and all future use and consideration.

2.7 Project As-Builts

- 2.7.1 An individual Job Order's scale, complexity and proximity to agency right-of-ways will determine the specific as-built requirements for each individual job order project. Unless otherwise determined at the time of the job order award that project as-builts will not be required, the Contractor shall assume that they must satisfy the as-built requirements of the County as the permitting agency and the County as the project owner. For river trail and trailhead projects, additional as-built requirements may be imposed by the Flood Control District of Pinal County and the Arizona Department of Transportation.
- 2.7.2 To satisfy the requirements of Pinal County as the permitting agency, the Contractor shall retain the services of an Arizona Registered Land Surveyor to as-built the constructed conditions of all grading, drainage, hardscape and underground utility civil improvements.
- 2.7.3 To satisfy the requirements of the County as the owner, the Contractor shall prepare industry standard redline as-built drawings on a clean print of the construction documents or relevant shop drawing. The Contractor shall neatly mark and post to these drawings any clarifications or scope changing documents issued by the design professional and shall neatly mark the drawings to indicate variances from the designed conditions. The Contractor shall submit the as-built documents to the job order project manager for review, correction and approval sufficiently in advance of Final Completion.

2.8 Utility Company Coordination

- 2.8.1 Unless specifically excluded by the individual Job Order Agreement, the Contractor will be responsible for coordinating with utility design work for permanent service to the project and will ensure that the work takes place in a timely manner and does not impact the project schedule. Any utility design fees for permanent services to a project will be paid by the County.



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Statement of Work

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2.9 Temporary Sanitation Facilities

- 2.9.1 The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated and kept clean at all times.
- 2.9.2 Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

2.10 Dust Control and Water

- 2.10.1 The dust control measures shall be in accordance with the requirements of the Pinal County Air Quality Control District Code of Regulations. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the County has received a copy of the Contractor's Dust Control Permit and Plan.
- 2.10.2 The Contractor shall be required to obtain the necessary permit and all pertinent information from the Pinal County Air Quality Department 31 N Pinal St, Bldg. F, Florence, AZ 85132 520-866-6929.
- 2.10.3 The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the County.
- 2.10.4 Watering shall conform to the provisions of Section 225 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.

2.11 Work by Owner

- 2.11.1 The County reserves the right to undertake or award Contracts for the performance of the same or similar type work contemplated herein, and to do so will not breach or otherwise violate the contract.



PINAL COUNTY
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Definitions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

1. **DEFINITIONS.** For this Contract certain words, phrases and terms shall have special meaning as defined herein. Furthermore, words used in the present tense shall include the future; words used in the singular shall include the plural; words in the plural shall include the singular; and words in the neutral or masculine gender are inclusive and do not in any way connote a specific gender.
- 1.1 Bid Documents: The whole of the Invitation for Bid packet, which consists of all documents listed in the index of said bid packet and all Addenda thereto.
- 1.2 Bid Price: Total amount quoted by bidder for performing the Scope of Work described in the Bid Documents
- 1.3 Bid Form: The approved County form on which the bidder affixes an authorized signature certifying that the bidder has carefully reviewed the Scope of Work and is willing to perform said Scope of Work and furnish all labor, equipment and materials necessary to complete said Work for an amount not to exceed the bid price quoted.
- 1.4 Bid Security: A cashier's check, certified check, or surety bond written by a surety holding a certificate of authority to transact surety business in Arizona, in the amount of ten percent (10%) of the total bid price to guarantee the bidder will enter into the contract if the bid is accepted and which is the agreed amount of liquidated damages in case of failure to enter into Contract or provide contract security.
- 1.5 Bidder: An individual, partnership, firm, corporation, or any acceptable combination thereof, or joint venture responding to an Invitation to Bid by submitting a signed Bid.
- 1.6 Board: Pinal County Board of Supervisors.
- 1.7 Calendar Days: A period of time meaning consecutive days including Saturdays, Sundays and holidays.
- 1.8 Change Order: Amendment of the Contract, Contract Documents or both, which is not effective until after approval by the Contractor and the Pinal County Board of Supervisors. Approval by the Board of Supervisors shall be in accordance with the provisions of paragraph 4 of the General Provisions of this contract. These changes include but are not limited to adding additional streets or roadway segments to the Scope of Work.
- 1.9 Channel: A natural or artificial watercourse.
- 1.10 Contract Administrator: Director of the Pinal County Department of Public Works, who reviews and approves recommendations for all contracts, change orders and pay estimates to the Board of Supervisors.
- 1.11 Contract Bonds/Contract Security (Performance Bond and Labor and Material Payment Bond): The approved forms of security, furnished by the successful bidder/contractor the Contractors surety or sureties, guaranteeing the full and complete performance of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts including the payment of all taxes pertaining to the Scope of Work.
- 1.12 Contract/Contract Documents: The written instrument between Pinal and the contractor entitled "Contract Agreement" and the Bid Documents, as defined above, constitute the entire Contract/Contract Documents after (a) award of the Contract; (b) the successful bidder has furnished the required security and insurance and executed the Contract Agreement; (c) Pinal has accepted and approved the security; and (d) execution of the Contract Agreement by Pinal.
- 1.13 Contract Time: The number of calendar days allowed for completion of the Contract, including authorized time extensions. If a specified completion date is shown in lieu of the number of working or calendar days, the contract time expires on that date and the Contract shall be completed on or before that date or the date of any authorized extension.
- 1.14 Contractor: A bidder in whose favor the Pinal County Board of Supervisors has awarded the Contract and who has provided the necessary Contract security, met the required insurance requirements and entered into a contract agreement with Pinal.
- 1.15 County Engineer or Engineer: The Pinal County Engineer, acting by and under authority of the laws of the State of Arizona, or the County Engineer's designee acting under the County Engineer's supervision, on behalf of the Pinal county Board of Supervisors.
- 1.16 Culvert: Any structure not classified as a bridge which provides an opening under the roadway.

- 1.17 Days: Calendar days (see above).
- 1.18 Department: The Pinal County Department of Public Works.
- 1.19 Director: The Pinal County Department of Public Works, acting in the official capacity as said Director.
- 1.20 Equipment: All machinery and equipment, together with the necessary supplies for upkeep and maintenance and also tools and apparatus necessary for acceptable completion of the Scope of Work.
- 1.21 Holidays: The legal holidays as defined in the latest revisions at the time of bidding, of the Arizona Revised Statutes, Title 1, Chapter 3, §1-301.
- 1.22 Laboratory: A testing laboratory that has been approved by Pinal to perform testing and that has been determined by Pinal to be free from any conflict of interest.
- 1.23 Labor and Material Payment Bond: A payment bond furnished by Contractor and Contractor's surety or sureties for the full amount of the Bid Price to guarantee payment to laborers and material supplies.
- 1.24 Materials: Any substances specified for use in the construction of the Project.
- 1.25 Material Supplier: One who fabricates, or processes an item off the Project Site, and who may or may not delivery this to the Project Site. For purposes of this definition, a supplier shall not include one how establishes a fabricating process or facility expressly for use of the Project, whether on or off the Project Site; or one who performs work on the Project Site that is incorporated into the Project.
- 1.26 Notice of Award: Written notice to the successful bidder notifying that the bid has been accepted by the Pinal County Board of Supervisors.
- 1.27 Performance Bond: A bond in the full amount of the total Bid Price furnished by Contractor and Contractor's surety sureties to protect Pinal by conditioning release of the bond sum upon Contractors full and complete performance of the Contract and all supplemental agreements thereto.
- 1.28 Plans: The project plans, standard drawings, working drawings and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the Work to be performed. All such documents are to be considered as a part of the plans whether or not they are reproduced in the Invitation for Bid packet.
- 1.29 Progress Payment: Monthly draw against the contract price based on work completed and determined by the Schedule of Values and approved by the Engineer.
- 1.30 Project Plans: Specific details and dimensions peculiar to the Work which are supplemented by the Standard Drawings insofar as they may apply.
- 1.31 Purchase Order: A document which specifies, identifies and/or describes an item, service or supply delivery and/or transportation purchased by Pinal and includes a written note from Pinal to nay contractor or vendor of the start date and the Scope of Work.
- 1.32 Quality Assurance Inspector/QA Inspectors: The Engineer's authorized representative assigned to make detailed inspections of contract performance.
- 1.33 Repetition of Expressions: In order to avoid cumbersome and needless repetition, such phrases as "to the Engineer" and "by the Engineer" shall be understood to mean that when an order, instruction, decision, exercise of judgement or other similar action is indicated, such order, instruction, decision, exercise of judgement or other similar action shall be issued, given, made by or reserved to the County Engineer.
- 1.34 Responsible Bidder: A person who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.
- 1.35 Responsive Bid: A bid which conforms to all material respects to the invitation for bid.



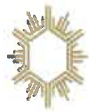
PINAL COUNTY

WIDE OPEN OPPORTUNITY

Definitions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

- 1.36 **Schedule of Performance:** A timetable prepared by a bidder given a Notice of Award, to commence running upon Pinal's issuance of a Notice to Proceed, defining the Bidder's projection of significant milestones in the course of the performance of the Contract, as well as the number of days elapsed from the issuance of the Notice to Proceed to each such milestone.
- 1.37 **Schedule of Values:** Prices set by the Contractor for specified divisions of the Work. These prices shall be used to arrive at the amounts due under the contract on the progress payments. They shall include everything for that particular quantity of work which the Contractor expects to be paid, e.g. labor, material, overhead, profit. Equipment costs or rental, transportation.
- 1.38 **Special Detour:** A detour, which requires the contraction of a paved surface and generally does not include any portion of a route utilizing an existing roadway.
- 1.39 **Shop Drawings:** Drawings approved for repetitive use, showing details to be used where appropriate.
- 1.40 **Specifications:** The compilation of provisions and requirements for the performance of the prescribed Scope of Work, which include general, special and technical specifications.
- 1.41 **Subcontractor:** An individual, partnership, firm or corporation or any acceptable combination thereof, or joint venture, which performs any of the prescribed Scope of Work, directly or indirectly for or on behalf of Contractor whether or not in privity of contract with Contractor.
- 1.42 **Superintendent:** Contractor's authorized representative in responsible charge of the Work.
- 1.43 **Surety:** The corporate body bound with and for Contractor, for the full and complete performance of the Contract and for payment of all debts pertaining to the Work.
- 1.44 **Working Day:** A calendar day, exclusive of Saturdays, Sundays, and County recognized holidays, on which weather and other conditions not under the control of Contractor shall permit Contractor's operation to proceed for the major part of the day with the normal working force engaged in performing the controlling item or items of work which would be in progress at that time.
- 1.45 **Working and Supplemental Drawings:** Supplemental design sheets, shop drawings or similar data which Contractor is required to submit to Pinal.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Special Instructions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

1 INQUIRIES

- 1.1 All questions related to this Request for Proposal shall be directed to the Procurement Officer, Lorina Gillette, CPPB at lorina.gillette@pinalcountyz.gov. Questions should be submitted in writing when time permits. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.
- 1.2 Responders may not contact any County employees other than the Procurement Officer concerning this procurement while the Solicitation and evaluation are in process.

2 OFFER PREPARATION

- 2.1 Contract. Offers shall include a signed Contract form.
- The Contract Form shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return the Contract Form may result in rejection of the Offer.
- 2.2 Acknowledgement of Solicitation Addendums. Offers shall include any/all signed Solicitation Addendum(s), as described in section 2.7 of the Uniform Instructions.
- Solicitation Addendums are posted on the Pinal County website at the following address:
<http://pinalcountyz.gov/Purchasing/Pages/CurrentSolicitations.aspx>. It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum. Solicitation Addendums shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Addendum may result in rejection of the Offer.
- 2.3 Estimated Quantities. The County does not anticipate considerable activity under contract(s) awarded as a result of this solicitation, therefore, no commitment of any kind is made concerning quantities actually acquired. The quantities that may be reflected in the solicitation are estimates only.
- 2.4 Offer Format. Offers shall follow the following format: The original copy of the Offer shall be clearly labeled "**ORIGINAL**" and shall contain a Title Page that identifies the solicitation number and provides the Responder Name, Address, Telephone Number as well as the Name and Title of the Solicitation Contact Person. The Offer shall be organized into two (2) sections as follows:
- 2.4.1 Requested Documents.
- 2.4.1.1 Section One: shall contain the Title Page as well as the following forms: Statement of Bonding Capacity, Addendum Acknowledgement Form, W9 form and signed Offer and Acceptance Form
- 2.4.1.2 Section Two: shall contain the Subcontractor Selection Plan
- 2.4.1.3 Section Three: shall contain scanned copies of the Arizona Registrar of Contractors License Identification Card(s). Multiple ID cards by be placed on the same page.
- 2.4.1.4 Section Four: shall contain the Pricing Matrix.
- 2.4.2 Requested Questionnaires.
- 2.4.2.1 Shall contain the completed questionnaire titled JOC Civil Construction Services.
- 2.6 Additional Special Instructions. Responders shall see the attachments within the Solicitation for Additional Special Instructions associated with this Solicitation.
- 2.7 Additional Terms and Conditions. Responders shall see the attachments within the Solicitation for Additional Terms and Conditions.

3 SUBMISSION OF OFFER

- 3.1 **Electronic Documents.** The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the County shall take precedence. As provided in the Solicitation Instructions, Responders are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the County.

4 EVALUATION

- 4.1 **Evaluation.** In accordance with the Pinal County Procurement Code, awards shall be made to the responsible responder(s) whose proposal is determined in writing to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
1. Method of Approach
 2. Experience and Qualifications of the Contractor
 3. Experience and Qualifications of Key Personnel
 4. Conformance to Terms and Conditions
- 4.2 **Clarifications.** Upon receipt and opening of proposals submitted in response to this solicitation, the County may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the Responders the opportunity to alter or change its proposal.
- 4.3 **Negotiations.** County may conduct negotiations with those Responders who's Offers are determined by the County to be reasonably susceptible of being selected for award. Negotiations may be in writing or in person and may include presentations, site visits or demonstrations.
- 4.4 **Responsibility, Responsiveness and Acceptability.** In accordance with Pinal County Procurement Code PC1-328(H), County shall consider the following in determining Responder responsibility as well as the responsiveness and acceptability of their Offer.

Responders may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Responders may not be considered responsible if they have had a contract with the County, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Responders may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the County or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references (including those found outside of the submittal). Other factors that the County may evaluate to determine responsibility include, but are not limited to excessively high or low pricing, compliance with applicable laws, and financial capacity to perform as specified. The County reserves the right to review the qualifications of any key personnel to be assigned to provide services.

Offers may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the Offer in accordance with the evaluation criteria identified in the Solicitation including (i) a completed Offer and Acceptance Form; (ii) completed Solicitation Addendums acknowledging any/all changes to the Solicitation; (iii) a response to the County's Statement of Work, (iv) a price proposal; or (iv) other certifications or bond sureties required in the Solicitation.

- 4.5 **Best and Final Offers.** If negotiations are conducted, the County shall issue a written request for a Best and Final Offer. The request shall set forth the date, time and place for the submission of the Best and Final Offer. Best and Final Offers shall be requested only once, unless the County makes a determination that it is advantageous to conduct further negotiations or change the solicitation requirements.

5 AWARD

- 5.1 **Contract Document Consolidation.** At its sole option, following any contract award(s) the County may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and components of the Contractor's Offer only pertaining to the Solicitation; (ii) revising the Statement of Work to incorporate the Contractor's response, (iii) revising any terms and conditions to incorporate any changes in the Contractor's Offer; (iv) excluding any



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Special Instructions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.

- 5.2 Post Award Meeting. The Contractor may 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.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Uniform Instructions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

1 INQUIRIES

- 1.1 **Duty to Examine.** It is the responsibility of each Responder to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- 1.2 **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Responder shall not contact or direct inquiries concerning this Solicitation to any other County employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- 1.3 **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The County shall consider the relevancy of the inquiry but is not required to respond in writing.
- 1.4 **Timeliness.** Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the County. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.
- 1.5 **No Right to Rely on Verbal Responses.** A responder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 1.6 **Solicitation Addendum.** The Solicitation shall only be modified by a Solicitation Addendum.
- 1.7 **Pre-Offer Conference.** If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Responders should raise any questions about the Solicitation or the procurement at that time. A Responder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Addendum.
- 1.8 **Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2 OFFER PREPARATION

- 2.1 **Forms: No Facsimile, Telegraphic or Electronic Mail Offers.** An Offer shall only be submitted through Pinal County's web portal, Bonfire. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile or electronic mail (e-mail) Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- 2.2 **Typed or Ink: Corrections.** The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 2.3 **Evidence of Intent to be Bound.** The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Responder's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- 2.4 **Exceptions to Terms and Conditions.** All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Responder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Responder's preprinted or standard terms will not be considered by the County as a part of any resulting Contract.
 - 2.4.1 **Invitation for Bids.** An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Uniform Instructions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

- 2.4.2 Request for Proposals. All exceptions that are contained in the Offer may negatively affect the County's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
- 2.5 Subcontracts. Responder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 2.6 Cost of Offer Preparation. The County will not reimburse any Responder the cost of responding to a Solicitation.
- 2.7 Solicitation Addendum. Each Solicitation Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Addendum may result in rejection of the Offer.
- 2.8 Federal Excise Tax. The County is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the County.
- 2.9 Provision of Tax Identification Numbers. Responders are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number by attaching a current W-9 Form.
- 2.9.1 Employee Identification. Responder agrees to provide an employee identification number or social security number to the County for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the responder is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate County and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 2.10 Identification of Taxes in Offer. The County is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
- 2.11 Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Responder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Responder shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 2.12 Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 2.12.1 Terms and Conditions;
 - 2.12.2 Statement or Scope of Work;
 - 2.12.3 Specifications;
 - 2.12.4 Attachments;
 - 2.12.5 Exhibits;
 - 2.12.6 Special Instructions to Responders;
 - 2.12.7 Uniform Instructions to Responders;
 - 2.12.8 Other documents referenced or included in the Solicitation; and
 - 2.12.9 Individual Job Order Assignment
- 2.13 Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
- 2.14. Federal Immigration and Nationality Act. By signing of the Offer, the Responder warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Responder shall have 5 days from receipt of the request to supply adequate



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Uniform Instructions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

2.15. Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.

3 SUBMISSION OF OFFER

3.1 Online Offer Submission. Each offer shall be submitted through Pinal County's web portal, Bonfire.

Requested Information

<u>Name</u>	<u>Type</u>	<u># Files</u>	<u>Requirement</u>	<u>Instructions</u>
Section 1: Cover Sheet, Statement of Bonding Capacity, Addendum Acknowledgement Form, W9, Offer & Acceptance Form	File Type: Any	Multiple	Required	
Section 2: Subcontractor Selection Plan	File Type: Any	Multiple	Required	
Section 3: Scanned copies of Arizona Registrar of Contractors License Identification Card(s)	File Type: Any	Multiple	Required	
Section 4: Pricing Matrix	File Type: Any	Multiple	Required	
JOC Civil Construction Services (Q-16UY)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.

Upload your submission at:

<https://pinalcountyz.bonfirehub.com/opportunities/7799>

3.2 Offer Due Date. The exact due date and time that offers are due as stated on the Solicitation cover page.



- 3.3 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 3.4 Public Record. All Offers submitted and opened are public records and must be retained by the County. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the County. If a Responder believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The County shall determine whether the identified information is confidential pursuant to the Pinal County Procurement Code.
- 3.5 Non-collusion, Employment, and Services (Certification). By signing the Offer and Acceptance Form or other official contract form, the Responder certifies that:
- 3.5.1 The Responder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- 3.5.2 The Responder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.
- 3.6 Gratuities Prohibited/Integrity of Offers. The Responder affirms they have not given, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to any employee of Pinal County in connection with the submitted Bid or Proposal. After award, the County may cancel this contract by giving written notice to the Contractor if it is found that any gratuity, gift or other prohibited item were offered or given to any County officer or employee. In the event the County cancels this contract pursuant to this provision, they shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Responder the amount of the gratuity.
- 3.7 Lobbying Prohibited. Responders are hereby advised that lobbying is not permitted with any County personnel or members of the Board of Supervisors related to or involved with this Solicitation until the recommendation for award has been posted in the Procurement Office.
- 4 EVALUATION**
- 4.1 Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 4.2 Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 4.3 Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
- 4.4 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 4.5 Disqualification. A Responder (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 4.6 Offer Acceptance Period. A Responder submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, a Responder shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- 4.7 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the County reserves the right to:
- 4.7.1 Waive any minor informality;
- 4.7.2 Reject any and all Offers or portions thereof; or
- 4.7.3 Cancel the Solicitation.

5 AWARD



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Uniform Instructions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

- 5.1 **Number or Types of Awards.** The County reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the County. If the Procurement Officer determines that an aggregate award to one Responder is not in the County's best interest, "all or none" Offers shall be rejected.
- 5.2 **Contract Inception.** An Offer does not constitute a Contract nor does it confer any rights on the Responder to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Board of Supervisors, County Manager, Chief Financial Officer, or their designee's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 5.3 **Effective Date.** The effective date of this Contract shall be the date that the Board of Supervisors, County Manager, Chief Financial Officer, or their designee signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract or Contract Award.
- 6. Protests**
- 6.1 **Protests.** A protest shall comply with and be resolved according to the Pinal County Procurement Code Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the Finance Director. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after contract award. A protest shall include:
- 6.1.1 The name, address and telephone number of the protester;
 - 6.1.2 The signature of the protester or its representative;
 - 6.1.3 Identification of the purchasing agency and the Solicitation or Contract number;
 - 6.1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - 6.1.5 The form of relief requested.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Terms & Conditions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

1. Statement of Work

The Contractor, under the general supervision of the County, shall perform services as are necessary for the Work Assignment and according to the directions and designated standards of the County, and in accordance with the Statement of Work. It is understood and agreed that the County's authorized representative shall be the Department of Public Works Director or his/her duly authorized representative, hereinafter called the "Agent". For purposes of this contract, the Agent's duly authorized representative shall be the Project Manager and he/she shall be the sole contact for administering this contract.

Contractor shall provide services, and complete in a workmanlike and substantial manner and to the satisfaction of the Department of Public Works Director, Job Order assignments for the County, and furnish at its own cost and expense all necessary machinery, equipment, tools, apparatus, and labor to complete the work in the most substantial and workmanlike manner according to the Specifications and Work Assignment on file with the County and such modifications of the same and other directions that may be made by the County as provided herein. The Contractor shall meet periodically with the County Agent so as to keep the County informed of the progress of the work in accordance with each work assignment.

2. Contract Documents:

- 2.1 The Contract Documents. (Plans, Specifications, Addenda, if any, Affidavits, Performance Bond, Payment Bond, Certificates of Insurance and Change Orders, if any) are by this reference made a part of this Contract and shall have the same effect as though all of the same were fully inserted herein.
- 2.2 Contract Document Consolidation. At its sole option, following any contract award(s) the County may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and components of the Contractor's Offer only pertaining to the Solicitation; (ii) revising the Statement of Work to incorporate the Contractor's response, (iii) revising any terms and conditions to incorporate any changes in the Contractor's Offer; (iv) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.

3. Time of Completion:

Contractor further covenants and agrees at its own proper cost and expense, to complete all work for the construction of assigned Job Orders and to completely construct the same and provide the services therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Work Assignment.

4. Contract Term, Extension, Price Adjustment:

The term of any resultant contract will commence on the date of award and will continue for one year unless canceled, terminated or extended as otherwise provided herein. The contract shall not bind nor purport to bind, the County for any contractual commitment in excess of the original contract period. The County shall have the sole option to extend the contract for four (4) additional one (1) year periods or a portion thereof. If the County exercises such rights, all terms, conditions and provisions of the original contract shall remain in the same and apply during the extension period.

The Procurement Officer may review a fully documented request for a price increase only after the Contract has been in effect for two years. Any requested increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the Offer and is directly correlated the cost of the goods or services contractually covered. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. Requests for adjustment must be received by the Procurement Officer 120 days prior to contract renewal. The County shall have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form and format of the presentation as it deems necessary to validate the Contractor's request for a price adjustment. Failure to respond to the County's request within the time frame specified shall nullify the Contractor's request. The County shall determine whether the requested price increase is in its best interest and adjustments shall be subject to availability of monies appropriated.

Price reductions may be submitted to or requested by the County for consideration at any time during the Contract period. The County, at its own discretion may accept a price reduction. Price reductions will become effective upon acceptance by the Department.



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Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

The price increase adjustment, if approved, will be effective upon the date of the contract extension. Price reductions will become effective upon acceptance by the County.

5. **Eligible Agencies (Cooperative Usage):**

This contract shall be for the permissive use by Pinal County. The County has entered into various purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others.

6. **Payments:**

6.1 Compensation. As full consideration for the satisfactory performance by the Contractor of Work prescribed under the Contract, the County shall pay Contractor the amounts specified in the individual Job Orders.

6.2 Invoices. Contractor shall submit invoices to:

Pinal County Finance Department
PO Box 1348
Florence, AZ 85132

OR FinanceInvoices@pinalcountyaz.gov

6.3 Job Order Cost Proposal Structure. For each Job Order, the Contractor shall prepare a Job Order Cost Proposal with the sufficient level of cost detail as required by the County. Cost detail may include, but is not limited to: schedule of values, work schedule, direct labor cost and fringe benefits, direct material costs (supported by quotes), direct equipment costs (supported by quotes), cost of subcontractors (supported by quotes), and allowable indirect costs (includes insurance). The Contractor shall utilize the markups established in the JOC Bid Table to calculate the overhead and profit for all Job Order Cost Proposals, unless otherwise requested by the County. Profit on subcontractors/subconsultants shall not exceed 5 percent.

6.4 Progress Payments. Should an individual Job Order require more than thirty (30) days to complete, The County shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by the County, on estimates of Work completed submitted by the Contractor and approved by the County. Contractor shall use an acceptable invoice from and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, the County will authorize payment for material delivered on the site and preparatory work done if Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

6.5 Owner's Property. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the County. But this provision shall not be construed as:

6.5.1 Relieving the Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or

6.5.2 Waiving the right of the County to require the fulfillment of all the terms of the Contract.

6.6 Approval and Certification. An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the County or the County's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. The County may withhold an amount from the progress payment sufficient to pay the expenses the County reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payment shall be paid on or before thirty days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the County on submission to any person designated by the County for the submission, review or approval of the estimate of the Work.

6.7 Unpaid Amounts. The County shall pay all unpaid amounts due the Contractor under this Contract within thirty (30) days, after:

6.7.1 Completion and acceptance of the Work;



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Terms & Conditions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

- 6.7.2 Presentation of a properly executed invoice;
- 6.7.3 Presentation of a fully executed Certificate of Performance provided by the County; or
- 6.7.4 Consent of Contractor's surety, if any.

7. Termination:

The County hereby gives notice that pursuant to A.R.S. § 38-511 A, this contract may be canceled without penalty or further obligation within three years after execution if any person significantly involved in initiation, negotiation, 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 a Contractor to any other party of the contract with respect to the subject matter of the contract. Cancellation under this section shall be effective when written notice from the Public Works Director of the County is received by all of the parties to the contract. In addition, the County may recoup any fee or commission paid or due to any person significantly involved in initiation, negotiation, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as a result of the contract.

8. Negotiation Clause:

Recovery of damages related to expenses incurred by Contractor for a delay for which the County is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the parties to the contract, shall be negotiated between Contractor and the County. This provision shall be construed so as to give full effect to any provision in the contract, which requires notice of delays, provides for arbitration or other procedure for settlement or provides for liquidated damages.

9. Compliance with Laws:

Contractor is required to comply with all Federal, State and local ordinances and regulations. Contractor's signature on this contract certifies compliance with the provisions of the I-9 requirements of the Immigration Reform Control Act of 1986 for all personnel that Contractor and any subcontractors employ to complete this project. It is understood that the County shall conduct itself in accordance with the provisions of the Pinal County Procurement Code.

10. Anti-Discrimination Provision:

The Contractor shall comply with State of Arizona Executive Order No. 2009-9 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

11. Indemnification:

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees, from any and all liability, demands, proceedings, suits, actions, claims, losses, costs and damages of every kind and description, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to indemnify and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims or employee's liability claims, damages, losses or expenses (including but not limited to attorney's fees, court costs and/or arbitration costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting there from, caused by or contributed to, in whole or in part, by any negligence, recklessness or intentional wrongful conduct, whether active or passive, of Contractor, its employees, agents, representatives, any tier of Contractor's subcontractors, their employees, agents or representatives or anyone directly or indirectly employed by Contractor or its subcontractors or anyone for whose acts Contractor or its subcontractor's may be liable. The amount and type of insurance coverage requirements set forth in the Contract Documents or remuneration of any insurance coverage herein provided shall in no way be construed as limiting the scope of the indemnity in this paragraph. Such indemnity shall be required by Contractor from its subcontractors on behalf of Pinal.

12. Insurance Requirements:

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 B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do



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Terms & Conditions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

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.

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.

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

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.

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.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such 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.

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

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, 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.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

Commercial General Liability

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate and \$2,000,000 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.

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 \$1,000,000 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.

Workers' Compensation

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.

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 agreement.

Certificates of Insurance

Prior to commencing work or services under this Contract, Contractor shall furnish County with Certificates of Insurance in a form acceptable to County, or formal endorsements as required by the Contract in the form provided by the County, issued by



PINAL COUNTY
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Terms & Conditions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

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.

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.

Cancellation and Expiration Notice

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

13. Israel Boycott Prohibited:

Contractor hereby certifies to Pinal County as follows: that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of Israel pursuant to A.R.S. § 35-393.01(A). Further that a breach of this Certification shall constitute a material breach of this Contract that is subject to penalties up to and including termination of this Contract and that Pinal County retains the legal right to inspect the records of Contractor to ensure compliance with this Certification.

14. Performance of Work:

- 14.1 **Job Order Agreement.** Performance of the Work shall be undertaken only upon the issuance of written Job Order Purchas Orders by the County. Job Orders shall be in accordance with the requirements specified in the Statement of Work and shall set forth, with the necessary particularity, the following:

- 14.1.1 Contract number along with the Job Order Contractor's name;
- 14.1.2 Job Order number and date;
- 14.1.3 The agreed Work and applicable technical specifications and drawings;
- 14.1.4 The agreed period of performance and, if required by the County, a work schedule;
- 14.1.5 The place of performance;
- 14.1.6 The agreed total price for the Work to be performed;
- 14.1.7 Submittal requirements;
- 14.1.8 The County's authorized representative who will accept the completed Work;
- 14.1.9 Signatures by parties hereto signifying agreement with the specific terms of the Job Order; and
- 14.1.10 Such other information as may be necessary to perform the Work.

14.2 Job Order Contractor Duties and Obligations.

- 14.2.1 **Permits & Responsibilities.** Job Order Contractor shall be responsible for processing of drawings for approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and for complying with any Federal, State and municipal laws, codes and regulations applicable to the performance of the Work. The County will reimburse Contractor for the actual, documented costs of construction permits required for the performance of the Work. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.
- 14.2.2 **Self-Performance by the Job Order Contractor.** The Job Order Contractor shall be allowed to bid as a subcontractor for work over \$50,000 and if it is the lowest acceptable bidder. Any change orders for self-performed work shall require pre-approval by the County.
- 14.2.3 **Jobsite Superintendent.** During performance of a Job Order and until the Work is completed and accepted, Contractor shall directly superintend the Work or assign a competent superintendent who will



supervise the performance of Work and is satisfactory to the County and has authority to act for Contractor.

Contractor will ensure that the site supervisor for the project is English proficient and that there is at least one English proficient person at the construction site at all times work is being performed in order to communicate with the County's project manager.

- 14.2.4 Construction Layout. Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Contractor shall also be responsible for maintaining and preserving all control points established by the County.
- 14.2.5 Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the County Engineer or his designee. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405 and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments or lot corners moved or destroyed during construction at no cost to the County. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the County elects to replace survey benchmarks using their own forces.
- 14.2.6 Traffic Regulations. All traffic affected by this construction shall be regulated in accordance with City of Phoenix – Traffic Barricade manual, latest edition.

At the time of the pre-construction meeting, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures as necessary. At the same time the County will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried throughout the work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazards and accidents.

All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS signs in accordance with the Traffic Barricade Manual.

The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

All barricades and obstructions shall be illuminated at night and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes.

The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the County at least forty eight (48) hours in advance for County personnel to temporarily relocate said signs. The County Engineer or designee will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications. Payment for this item shall be made at the agreed upon contract allowance price for Traffic Control.

When determined necessary by the Contractor, an off-duty Pinal County Sheriff Officer shall be used for traffic control. Contact shall be made through the Pinal County Sheriff's Officer Representative, Malita Arellano, 520-866-5109. Deputy time, including vehicle and equipment shall be measured by



PINAL COUNTY

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Terms & Conditions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

the hour for each hour required to perform traffic control duties. Any time over three (3) hours shall be measured by the hour.

The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.

Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.

During construction it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.

No street within the project may be closed to through traffic or to local emergency traffic without prior written approval of the County Engineer. Written approval may be given if sufficient time exists to allow for notification of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the County Engineer.

Caution should be used when excavating near intersections with traffic signal underground cable. Notify the County Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the County Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed Sheriff's Deputy to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the County Engineers satisfaction. Magnetic detector loops shall under no circumstances be spliced.

The Contractor shall address how local access to adjacent properties will be handled in accordance with the specifications herein.

Where crossings of existing pavement occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the County Engineer or his designee. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

14.2.7 Operations & Storage. Contractor shall confine all operations (including storage of materials) to areas authorized by the County.

14.2.8 Cleaning Up & Refuse Disposal. Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment and materials that are not the property of the County. Upon completing the Work, Contractor shall leave the site in a clean and orderly condition satisfactory to the County.

Final cleanup of the premises shall be included in the period of performance of the Job Order.

Contractor shall be responsible for all construction refuse disposal containers and their removal from the site.

Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by the County unless the County requires the Contractor to dispose of the materials, in which case, an equitable adjustment in the price will be negotiated and agreed.

14.2.9 Existing Improvements and Utilities. Contractor shall protect from damage all existing improvements and utilities to or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by the Contractor. Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If



Contractor fails or refuses to repair the damage promptly, the County may have necessary repair work performed and charge the cost to the Contractor.

- 14.2.10 Safety. Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Contractor shall indemnify the County for fines, penalties, and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, if any, agents, employees and assigns and its failure to comply with such safety rules and regulations.

The County reserves the right to approve and monitor the Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Owner, shall be cause for the termination of the Job Order.

14.3 Owner Rights and Obligations.

- 14.3.1 Suspension of Work. Owner may order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for a period of time that the County determines reasonably appropriate.

If the performance of all or any part of the Work is suspended, delayed, or interrupted by an act of the County in the administration of a Job Order or by the County's failure to act within the time specified in the Job Order, an adjustment shall be made for any increase in the cost of performance of the Job Order necessarily caused by the suspension, delay or interruption, and the Job Order will be modified in writing accordingly.

A claim under this subparagraph 13.3.1 shall not be allowed for any costs incurred more than thirty (30) calendar days before Contractor shall have notified the County in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay or interruption, but not later than the date of final payment under the Job Order.

- 14.3.2 County's Right to Possession. The County shall have the right to take possession of or use any complete or partially completed part of the Work. Before taking possession of or using any Work, the County shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that the County intends to take possession of or use. However, failure of the County to list any item of Work shall not relieve the Contractor of responsibility for complying with the terms of this Contract. County possession or use shall not be deemed an acceptance of any Work under this contract.

While the County has such possession or use, Contractor shall be relieved of the responsibility for the loss of or damage of the Work resulting from the County's possession or use. Notwithstanding the terms of subparagraph 14.2.1. If prior possession or use by the County delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

- 14.3.3 Other Contracts. The County may undertake or award other Contracts for additional work at or near the site of Work under this contract. Contractor shall fully cooperate with the other Contractors and with the County's employees and shall carefully adapt scheduling and performing the Work under this contract to accommodate the additional work, heeding any direction that may be provided by the County. Contractor shall not commit or permit any act that will interfere with the performance of its Work by any other contractor or by County employees.
- 14.3.4 Job Order Amendment. Job Orders may be amended by the County in the same manner as they are issued.
- 14.3.5 Job Order Value. The maximum Job Order value is One Million Dollars (\$1,000,000), except as provided by §17.1.



PINAL COUNTY
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Terms & Conditions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

15. Job Order Documents:

- 15.1 Specifications and Drawings. Anything mentioned in the specifications and not shown in the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the County, who shall promptly make a determination in writing. Any adjustment by Contractor without such a determination shall be at its own risk and expense. The County shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.
- 15.2 Show Drawings. Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Contractor to explain in detail specific portions of the Work. The County may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract. Show drawings means drawings submitted to the County by the Contractor showing in detail:
- 15.2.1 The proposed fabrication and assembly of structural elements;
 - 15.2.2 The installation (i.e. form, fit and attachment details) of materials or equipment, and
 - 15.2.3 The construction and detailing of elements of the Work.
- 15.3 Shop Drawing Coordination. Contractor shall coordinate all shop drawings, and review them for accuracy, completeness and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the County without evidence of Contractor's approval may be returned for resubmission. The County will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate County's reason therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the County shall not relieve Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with §14.3 below.
- 15.4 Shop Drawing Modification. If shop drawings show variations from the Job Order requirements, Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.
- 15.5 Shop Drawing Omissions. Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Contractor from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- 15.6 Owner Furnished Drawings. Contractor shall check all County furnished drawings immediately upon receipt and shall promptly notify the County of any discrepancies. Any errors or omissions in the County furnished drawings are the responsibility of the County to rectify, including associated costs. Figure marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.
- 15.7 Show Drawing Submittal. Contractor shall submit to the County for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by the County and one set will be returned to the Contractor with annotation of approval or rejection within one (1) week after submission, unless a longer review period is necessary by mutual agreement between the County and the Contractor.
- 15.8 Use of Job Order Documents. All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Contractor or developed by Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part here of, shall be



the property of the County and may be used by the County without any claim by the Contractor for additional compensation, unless such material developed by Contractor does not result in an issued Job Order. In such cases, Contractor will receive reasonable reimbursement for the development of such materials before the County uses them in any manner whatsoever. In addition, the County agrees to hold the Contractor harmless to the extent permitted by law from any legal liability arising out of the County's use of such material.

16. Contract Changes:

16.1 County Changes. The County may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes:

- 16.1.1 In the specifications (including drawings and designs);
- 16.1.2 In County furnished facilities, equipment, materials, services, or site; or
- 16.1.3 Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

16.2 County Change Orders. Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from the County that causes a change shall be treated as a change order under this section; provided, that the Contractor gives the County timely written notice stating the date, circumstances and source of the order that Contractor regards the order as a change order.

16.3 Contract Adjustments. Except as provided in this section, no order, statement or conduct of the County shall be treated as a change under this section or entitle Contractor to an equitable adjustment hereunder.

16.4 Modification of the Job Order. If any change under this section causes an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, the County shall negotiate an equitable adjustment and modify the Job Order in writing.

16.5 Contractor Proposals. Contractor must submit any proposal under this section within thirty (30) calendar days after:

- 16.5.1 Receipt of a written change order under section 16.1 above; or
- 16.5.2 The furnishing of a written notice under section 16.2 above by submitting to the County a written statement describing the general nature and amount of the proposal, unless this period is extended by the County. The statement of proposal for adjustment may be included in the notice under section 16.2 above.

16.6 Final Payment Limitation. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

16.7 Contractor Extension Justification. The Contractor shall furnish to the County a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

16.8 Contractor Price Breakdown Structure. Contractor, in connection with any proposal it makes for a Job Order change, shall furnish a price breakdown itemized as required by the County and the pricing matrix as required in the awarded contract.

17. ARS Title 34 Provisions:

17.1 The maximum dollar amount of an individual job order shall be One Million Dollars (\$1,000,000) or such higher or lower amount prescribed by the County in an action notice pursuant to ARS Title 38, Chapter 3, Article 3.1 or a rule adopted by the County as the maximum amount of an individual job order. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement.

17.2 If the Contractor subcontracts or intends to subcontract part or all of the work under a job order and if this contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of job orders based on the number of units of standard individual task in the job order, then:



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- 17.2.1 The Contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the Contractor to do all or part of the work under one or more job orders:
- 17.2.1.1 A copy of the description of all standard individual tasks on which the subcontractor is invited to bid.
- 17.2.1.2 A copy of the standard unit prices for the individual tasks on which the subcontractor is invited to bid.
- 17.2.2 If not previously delivered to the subcontractor, the Contractor has a duty to delivery promptly the following to each subcontractor invited to or that has agreed to do any of the work included in any job order:
- 17.2.2.1 A copy of the description of each standard individual task that is included in the job order and that the subcontractor is invited to perform.
- 17.2.2.2 The number of units of each standard individual task that is included in the job order and that the subcontractor is invited to perform.
- 17.2.2.3 The standard unit price for each standard individual task that is included in the job order and that the subcontractor is invited to perform.
- 17.2.3 The County will include the full street or physical address of each separate location at which the construction will be performed for each individual Job Order. The Contractor (and on behalf of each subcontractor at any level) hereby agrees to include in each of its subcontracts the same address information. The Contractor and each subcontractor at any level shall include in each subcontract the full street or physical address of each separate location at which construction work will be performed.

18. Contract Administration and Operation

To the extent applicable Contractor shall comply with the following provisions.

- 18.1 Notice to Proceed/Ordering Authority. The Contractor agrees to render goods or services promptly and diligently upon receipt of a written purchase order or notice to proceed. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract. 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 termination, suspension and/or debarment of the Contractor. A signed Contract and valid purchase order must be in place prior to the start of any work each year, including renewal periods.
- 18.2 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the County at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 18.3 Contractor Business Facilities and Business Practices. The Contractor's personnel, facilities and equipment shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances, privilege license and permit requirements, whether or not they have been referenced by the County.

Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws, in addition to all applicable OSHA regulations. The Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance with all such laws and regulations prior to the contract commencement date and to maintain compliance throughout the duration of the contract.



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Finance Department
31 N. Pinal St.
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- 18.4 **Affirmative Action.** Contractor agrees to abide by the provisions of the County Affirmative Action Program. Contractor, their subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals. Upon request, the Responder/Contractor agrees to submit the following reports to the County's Office of Equal Opportunity Programs:
- Part A. Employment Information Report
 - Part B. Equal Employment Opportunity/Affirmative Action Policy Plan;
 - Part C. Employer Equal Employment Opportunity (EEO) Workforce Profile.
- All such reports on file with the Equal Employment Opportunity Office will be updated at least annually. The Equal Employment Opportunity Office may for good cause recommend to the County's Chief Financial Officer that failure to comply with the requirements of this subsection be waived and that the submittal be accepted contingent upon receipt of the required reports before a notice to proceed is issued.
- 18.5 **Drug Free Workplace Program.** Contractors are hereby advised that Pinal County has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with the County, to ensure the safety and health of employees working on its contracts/projects. The Contractor shall require a drug free workplace for all employees working under the contract. Specifically, all Contractor employees who are working under this contract shall be notified in writing by the Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. The Contractor agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties. Failure to require a drug free workplace in accordance with the Policy may result in termination of the contract and possible debarment from bidding on future contracts/projects.
- 18.6 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and six (6) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 18.7 **Facilities Inspection and Materials/Service Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The County shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the County determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the County for testing and inspection. All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned. If defective goods are returned or services must be re-performed, all costs are the responsibility of the Contractor.
- 18.8 **Notices.** Notices to the Contractor required by this Contract shall be made by the County to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the County required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 18.9 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 18.10 **Property of the County.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the County.
- 18.11 **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the



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specifications or scope of work that directly serve the Pinal County or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

- 18.12 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the County shall be considered the creator of such Intellectual Property. The Pinal County department requesting the issuance of this contract shall own (for and on behalf of the County) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the County, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the County and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the County. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the County without the express written authorization of the Pinal County department requesting the issuance of this contract.
- 18.13 Confidentiality of Records. The Contractor shall maintain the confidentiality and privilege of any documents that the Contractor has access to which have been designated by the County as confidential or privileged. The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.
- 18.14 Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The County shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the County determine that the contractor and/or any subcontractors be found noncompliant, the County may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 18.15 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

 PINAL COUNTY WIDE OPEN OPPORTUNITY	Addendum Acknowledgement Form	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Addendums are posted on the Pinal County website at the following address:
<http://pinalcountyz.gov/Purchasing/Pages/CurrentSolicitations.aspx> . It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum.

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date:

ADDENDUM NO. 1 Acknowledgement		
	Signature	Date
ADDENDUM NO. 2 Acknowledgement		
	Signature	Date
ADDENDUM NO. 3 Acknowledgement		
	Signature	Date

If no addendums were issued, indicate below, sign the form and return with your response.

Firm



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W-9 Form

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

W-9 FORM

Download W-9 Form from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>



PINAL COUNTY
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Responder's Checklist

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

RESPONDERS CHECKLIST

	Yes/No
Did you include your signed Offer sheet? <i>See Page 35 & 36 of this solicitation.</i>	
Did you acknowledge all addendums, if any? <i>See page 32. Any addendums would be uploaded in Bonfire.</i>	
Did you complete and include all required Response Forms? <i>Any Response forms would be available in Bonfire.</i>	
Did you include your W-9 Form? <i>See page 33 of this solicitation.</i>	
Did you include any necessary attachments?	
Did you follow the order for submissions of documents? <i>See Section 2.4 – Offer format in the Special Instructions of this solicitation.</i>	
Did you include proof of insurance(s) if requested?	



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Offer and Acceptance

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

Authorized Signature

Title

Printed Name

Date

Company Name

Telephone

Address

City, State, Zip

For clarification of this offer, contact:

Name: _____ Phone: _____ Fax: _____

Email: _____

ACCEPTANCE OF OFFER **(For Pinal County Use Only)**

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for: JOC Civil Construction Services

This contract shall henceforth be referenced to as Contract No. 175623. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this _____ day of _____ 2018.

Name (Print)

Title

Signature

Approved as to form:

Pinal County Attorney's Office



PINAL COUNTY
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Offer and Acceptance

Pinal County
Finance Department
31 N. Pinal St.
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Florence, AZ 85132

OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

Company Name

Authorized Signature



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End of Solicitation

RESPONDER PROFILE

**ViaSun Corporation
3621 East Superior Avenue
Phoenix, AZ 85040**

**Representative: Jeff Abraham, Civil Department Manager
(602) 810-2965
jeff@viasuncorp.com**

QUESTION SET – Method of Approach

2.0.1

QUESTION: Describe your experience in the advantages and disadvantages of the JOC alternative delivery method compared to traditional design-bid-build.

RESPONSE:

In 2013, the American Society of Civil Engineer's Report Card on the Nation's Infrastructure graded Roadway and Pavement conditions across America as a "D". Overall, the American Association of General Contractors (AGC) estimates that nearly \$3.6 Trillion will be needed nationwide by 2020 to bring the roadways that connect our communities up to a passing grade.

A 2015 report from the Maricopa Association of Governments found that many of the funds and the work to achieve this goal comes not from the federal government, but from local cities, towns and counties. In Arizona, roadway funds are not only earmarked for large, urban highway infrastructure projects, but the equally important construction of connecting infrastructure, the rehabilitation of existing roadway infrastructure, the upgrade of rural roads including PM-10 Compliance, and major street repairs.

Under traditional design-bid-build (DBB) procurement models, procurement costs as a percentage of project value is inversely related. These costs included the hard cost of advertisement to the market, staff time, the ancillary costs to the procuring entity for contractual reviews, RFI's, potential challenge responses, etc. Thus, smaller projects (\$20K – \$500K) often share the same procurement costs as large \$5M - \$50M efforts, making the DBB structure both inefficient and costly.

In response, city, town and county entities often utilize Job Order Contracting (JOC) as a solution to easily and cost-effectively procure projects in the >\$2M range. Cost stabilization – through open book competitive pricing or by establishing pricing through a fixed cost structure – is then increased as many traditional costs for materials, manpower and mobilization are standardized. The procuring entity increases their capacity to address widely variant types of work through the selection of qualified civil infrastructure contractors who are both efficient and versed in the type of work to be done, while shedding the costs normally associated with expanding in-department workforces. In addition, the agency can outsource both the work and the associated risk with executing the work plan, and the onboarding of qualified contractors provides for accelerated project completion times as the contractor and the type of work are well paired.

Lastly, the JOC process provides for increased collaboration between the agency and contractor prior to project execution (preconstruction). This communication is vital in determining scope and

ROQ 175623 – Civil Construction Services

working through and clarifying baseline plans (or smaller projects lacking plans in which the contractor provides planning/design services, constructability and value review and pricing for direct agency approval). As a result, we see lower overall project costs and a reduction in “budget creep” as the intent of the agency and work plan of the contractor are more squarely matched prior to teams ever mobilizing to the field.

Key advantages provided by the ViaSun team within our approach to JOC delivery include the following:

- 1.) Consistent and improved safety results in both small and large JOAs. In fielding established JOC field delivery personnel and leveraging our in-house traffic control division and ATSSA-certified personnel, ViaSun achieves exceptional safety in accelerated, high-risk and “next to traffic” environments. We understand how to mobilize traffic control quickly and effectively, how to monitor during construction to ensure compliance, and how to de-mobilize quickly to limit traffic impacts as well.
- 2.) Ability to provide expanded capacity to the County, at transparent and known market costs. JOC Procurement “fixes” certain components of project cost (overhead, per-task allowances) especially on projects of smaller size, allowing the County to (a) more effectively forecast project costs as part of a program-wide streets maintenance budget and (b) provide for operational capacity expansion at a known market cost. DBB procurement has greater pricing risk in three key areas: (a) Market “loading” can potentially drive pricing up as labor/equipment resources become scarce; (b) DBB may have a higher “cost multiplier” for initial mobilization as other ancillary costs are “buried” within the startup budget, whereas with JOC delivery mobilization is often an established, known unit of cost; and (c) cost escalation is more likely to occur under the DBB model, where contractors often price in risk to account for the unknown/uncertainty of working only with bidding/pricing plan sets and quantities.
- 3.) Prioritized work and construction planning to meet budget availability. Under the JOC model, ViaSun will partner with clients to provide capital program cost assessments at the “program” level. This provides the County with a baseline assessment of potential project costs within an identified period of time and allows the county to prioritize projects based on available funding. In contrast, the DBB focus is limited to individual contracts with no strong perspective on the interrelation of ongoing project needs.
- 4.) Rapid movement to the field and capacity to address priority or emergency work. With a linear reporting structure, ViaSun is structured for accelerated or emergency work utilizing (a) single POC responsibility for client response and (b) 24/7 personnel and/or equipment resources delineated for on-call/JOC contract work. Often, we are able to deliver emergency work “at risk” in order to prioritize our client’s needs. In DBB procurement, early severable packages must be established before final NTP in order for work to be performed.
- 5.) Collaborative Partnership: ViaSun’s “one team approach” de-risks JOA budgets, schedules and scope by focusing on collaboration and partnership with the County before field crews mobilize. DBB procurement requires contractors to account for risk based on a “plans only” review, thus restricting best practices construction and increasing the contract bid price overall.

2.0.2

QUESTION: Describe successful processes your company has developed for prior work that specifically parallels the JOC process. Provide specific details and methodology to demonstrate why each process was successful including advantages over commonly utilized

ROQ 175623 – Civil Construction Services

processes. Include a description of the software system(s) successfully used by your company for project estimating, planning, scheduling and managing construction and the unique processes you've developed for its use in JOC (or comparable) contracts.

RESPONSE:

1. "One Team" Preconstruction Approach

Our team does not split the responsibility for developing the JOA estimate to one group and the construction of the project to another. The "One Team" preconstruction approach ensures that the personnel responsible for committing to the pricing and schedule are equally responsible for task order delivery. On this contract, the County can expect to see initial site walks, budget and schedule reviews and final JOA proposals to the County created by a "One Team" of Rolando Perez, Working Principal; Jeff Abraham, Civil Division Manager; Craig Birzer, JOC Project Manager; Armando Holguin, Project Superintendent; Josh Dalberg, Lead Estimator; and Martin Acosta, Safety and Traffic Control Division Manager. This ensures continuity, accuracy and transparency in our scope of work development and provides County personnel with the opportunity to collaboratively discuss their known experience in the project for the benefit of the team.

In traditional DBB delivery, the development of pricing is based on a common set of bid documents, and while site visits may be undertaken, the pricing and schedule always include a percentage devoted to the "risk" of unknowns and without any additional input of the County beyond what is included within the bid package. In our collaborative approach, this risk component is eliminated as the full team is involved in the development and clarification of the work package.

2. Risk Analysis and Review

After the "One Team" site walk – regardless of the JOA size, scope or value – Craig Birzer, JOC Project Manager, leads a risk analysis and constructability review (RACR) meeting. In this session, ViaSun managers, field crews, safety and traffic control teams work together to identify project risks and classify the risk relative to the project plan. Additionally, we incorporate comments and knowledge provided by the County. Risks evaluated may include potential impacts to pedestrian walkways and public transportation, specific business access needs, or sensitivity to operating hours for community facilities. Using a simple risk matrix, we identify, quantify and establish mitigations for each risk. For example, in a JOA which calls for partial depth roadway section replacement, our work may impact access to ADA pedestrian ramps at intersection locations. Through our RACR meeting, we would identify the areas in question, determine alternate locations for temporary ramp installations, vet potential options with the County, and then develop a plan for installation, signage and monitoring of the ramps throughout construction.

Our risk analysis approach provides our team, and the County, a method for identifying and establishing best practices and risk management strategies in parallel with cost and scope development. In traditional DBB delivery, these challenges (such as the need for temporary ADA ramps) may be identified in the plans or may be left to the discretion of the contractor. In the latter example, the contractor would then submit a change order or cost proposal to the County to cover any scope not specifically included on the plan sets provided. The RACR approach eliminates the potential for end-of-contract cost creep for "unidentified and unknown conditions" while providing a more complete and cost-effective JOA estimate to the County on the first submission.

3. Constructability Reviews

As the ViaSun team develops our estimate, we will evaluate unit costs for materials, equipment and labor and use our direct experience in civil construction, street reconstruction and repair, work under the PM-10 program, flood control, traffic control, and general project engineering to offer innovative alternatives and approaches to construction, phasing, materials and techniques. While our goal is always to reduce the overall project cost, we also focus on providing the highest value per budget

ROQ 175623 – Civil Construction Services

dollar spent by the County. We achieve this by optimizing our approach to construction during preconstruction, rather than when we arrive in the field to commence work. In communicating with the County, we will openly provide recommendations to optimizing phasing, suggesting alternative materials to add value —always with the intent of preserving the County’s vision of the project. In addition, ViaSun can provide supplemental or full registered engineering services to the County on an expedited basis through our established relationships with local, experienced transportation, civil, structural and traffic engineering firms.

4. In-House Traffic Control

With an in-house traffic control division, ViaSun has total control over the three vital aspects of construction barricading and traffic management. First, through our “One Team” approach, our traffic division manager is part of the core team initially walking and developing solutions and the approach to each JOA. Our traffic control plans (TCPs) are more complete and accurate on the first submittal and address all conditions identified on the job walk – in contrast to plans created by a barricading subcontractor and typically developed using Google Earth. Second, our field managers and superintendents are ATSSA-certified personnel who are on-site and empowered with the responsibility to monitor the construction zone layout for compliance with the TCP. We are not relying on an outsourced subcontractor to drive the corridor for compliance. Lastly, we are able to dramatically reduce the time we spend in traffic and shorten the project time overall through rapid cone and barricade pickup at the end of a project.

5. Programs and Technologies that Boost Quality and Expedite Delivery

ViaSun has adopted a “technology forward” approach to JOC delivery with the adoption, training and use of technology that reduces cost, increases communication and transparency, and provides for greater accuracy in planning and scoping JOA work. Our systems include:

Primavera P6 or Microsoft Project for scheduling. Although P6 and MS Project are most common, we are able to work in any compatible scheduling system to provide time/value analysis, lifecycle analysis, traffic and cross-JOA planning and coordination, as well as provide the County with public outreach materials for larger JOAs.

HeavyBid Estimating Software is used during the JOA pricing and estimating phase to provide the County with a clear, trackable and easy-to-read pricing format. ViaSun can integrate and import bid items and/or JOC unit and historical pricing for estimating potential projects in the support of County evaluation and program prioritization goals.

BlueBeam is a design plan and review platform that the ViaSun team uses to quickly review, comment and markup engineering plans and documents received for any JOA. BlueBeam allows all of our team members – from managers to field superintendents – to quickly comment and provide input on innovations and alternatives. This reduces revision, comment and RFI cycles, allowing our team to move rapidly to developing cost and schedule options for County review.

Equally important but often overlooked is communication and connectivity. Project Managers, Foremen and Superintendents are provided with a collaborative workspace at ViaSun’s corporate offices, sharing state-of-the-art training rooms, projection and data management tools, and integrated docking and Microsoft Surface networking capabilities. This seamless connectivity provides a technology component to the ViaSun “One Team” approach that is normally only available on larger DBB larger projects. This connectivity has a direct and positive impact to productivity, supports our team’s ability to run “lean” and reduces our overhead costs on smaller Task Orders while providing a “large project” level of service.

“Safety First” in Everything We Do

ROQ 175623 – Civil Construction Services

From our President to Project Management, to Field Personnel and Subcontractors, the ViaSun Team prioritizes safe delivery of every project to exacting standards while also focusing on minimizing impacts to sensitive community stakeholders.

Based on a philosophy of training and accountability, our commitment to safe work practices begins with top management, extends through all levels of supervision and is regularly communicated to all craft personnel. On every project, in every County, City and Municipality we work in, our supervisors and craft workers receive ongoing training to improve skills, maintain safety assurance and ensure that - at the end of the day - everyone goes home.

Daily meetings may only take 10 minutes (or 600 seconds), but consistent discussion and reinforcement of our safety culture ensures that everyone goes home. Every day ViaSun maintains safe JOC worksites statewide by leveraging communication between all levels of our teams. Our successful and recognized efforts include toolbox meetings, area-wide and project-wide all hands meetings, field and office safety committees, weekly safety audits, and management commitment and visibility.

ViaSun's Safety Committee – including the President, Division Managers from Civil, Pavement Preservation, Traffic Control, Safety and HR promotes and improves our company safety culture from the top down and reviews our full compliance with State, local and OSHA regulations - ultimately promoting the safety of our employees, subcontractors, and others on our projects. This committee reviews new programs or policies that affect the safety culture of ViaSun and tracks the safety activities of projects, departments, managers and operating units to ensure they are meeting the goals and benchmarks of our safety program

We also understand that a safety program is only as good as its results. That's why ViaSun measures the results of each initiative and adjusts our programs accordingly, through internal analysis as well as external evaluations.

2.0.3

QUESTION: Discuss the key components and advantages of your company's selection process for subcontractors. Demonstrate your understanding of the County's requirement that subcontractor selection must be based on qualifications alone or a combination of qualifications and price, not on price alone. Provide a detailed proposed Subcontractor Selection Plan attached as an appendix.

RESPONSE:

ViaSun understands the County's requirement that subcontractor selection must be based on qualifications alone or a combination of qualifications and price – not on price alone – and our subcontractor selection process meets the Arizona Revised Statutes Title 34 requirements.

After performing constructability reviews, ViaSun will own JOA work packages and phasing and will structure the work packages to be favorable to the local subcontractor market and community.

Because ViaSun ultimately accepts responsibility for the performance of its subcontractors, prudent management requires that the JOC project team review the experience and qualifications of all potential subcontractors. This is done using our Subcontractor Selection Plan that is attached in a separate file in Bonfire.

We will begin the subcontractor selection process in accordance with the schedule arrived at in collaboration and with approval of the County. In doing so, we will keep transparency in the bidding

ROQ 175623 – Civil Construction Services

process – sharing evaluations, costs, and contactor selection statistics with the county. Evaluation items include:

- Subcontractor's license status;
- Insurability and financial stability;
- Management capability and staff load;
- Safety record and quality of work record;
- Demonstrated history of success in both the specific civil and JOC scope; and
- Experience working safely in similar challenging environments.

We also ensure compliance with safety, certification, equipment quality, bonding, and insurance prior to making a final "short list" for recommendation for the selection of subcontractors and the evaluation of subcontractor bid pricing. A list of pre-qualified subcontractors for each of the major trades will be submitted for review and approval by the County. We intend to maximize the utilization of qualified local businesses and personnel to the greatest extent possible. Our selection plan will provide benefits to each JOA by ensuring that the pricing for all work will be provided through a fair, competitive process obtaining "best value" for each task.

2.0.4

QUESTION: Discuss the Contractor's intention of self-performance for each Job Order Assignment and indicate percentage of self-performance you intend to provide under this contract. Remember that Pinal County requires a minimum of 51% of work be self-performance.

RESPONSE:

Using our own forces, equipment and personnel, ViaSun is currently capable (and routinely averages on similar scopes of work) an 81% self-performance percentage on the following civil categories of work:

- Civil construction, reconstruction and rehabilitation including concrete, asphalt, roadway, flatwork and all ancillary storm water and sewer structures;
- Major street repairs including utility adjustments, roadway, sidewalk, ADA and other ancillary civil work;
- Street maintenance including street preservation, coatings, and other wearing surface treatments;
- Mitigation of dirt shoulders, work specific to low volume roads, dust abatement and other ancillary work related to the PM-10 Program and air quality compliance;
- Civil construction and reconstruction work in support of the County's Flood Control Program including storm water sewer construction, pipeline, and ancillary structure construction;
- Provision of overall traffic control both for JOC and DBB project efforts; and
- Work in support of County Engineering efforts including – through sub consultant professional resources – the provision of plans and specifications needed for the development and completion of JOA work.

2.0.5

QUESTION: Discuss what efforts the Contractor would initiate to meet the project budget and schedule during the negotiation process.

RESPONSE:

ViaSun attributes our JOC delivery success to an emphasis on transparency, our commitment to fostering an "open book" approach, and the understanding that our job is to provide the most streamlined and accurate process for the County. Our experience in this exact scope of work and our commitment to being an outstanding partner and extension of staff and capacity to the County

ROQ 175623 – Civil Construction Services

will be leveraged to meet the County's performance expectations – especially in establishing the project budget and schedule. In addition, we will provide realistic cost estimates and value-added alternatives at every step of the process, enabling the County to make informed decisions from a host of viable options that achieve the stated JOA goals.

ViaSun focuses on minimizing exposure and risk, arriving at an innovative solution to each JOA while maintaining strict adherence to the budget and schedule guidelines provided to us by the County on each JOA. Upon notice of a potential task order, key members of the ViaSun delivery team will meet with the County in the field for the "One Team" site walk to assess the parameters of the task order scope. Part of our focus on the County's satisfaction is found in our response time to the field – typically we can accommodate your call either "same day" for field visits or will meet your schedule to ensure County personnel are never waiting on the ViaSun team for progress on JOA development. Key elements of meeting the County's budget and schedule requirements include:

1.) Planning before the work begins - as we mentioned earlier in our response to Question 2.0x, ViaSun utilizes a "One Team" approach to planning, scheduling and estimating. This ensures successful field level execution of construction service efforts by the exact people responsible for planning. ViaSun will meet directly with the County to fully itemize their scope and develop realistic durations for each activity, and then collaborate with field teams, materials suppliers, and other vendors to develop the most efficient sequence to complete the project on time.

2.) Tracking results as work continues - Jeff Abraham, Civil Division Manager and Craig Birzer, JOC Project Manager will review each task order's labor distribution report (LDR) and reconcile completed quantities each week. The LDR tracks the to-date and previous week's labor and equipment costs as well as complete quantities. Jeff and Craig will perform a full, in-depth audit each month of a task order's financial cost report. This Monthly Cost Report evaluates the entire cost performance of County JOAs, including materials and ancillary vendor costs.

3.) Ensuring transparency and consistency with County estimating systems - Jeff Abraham will lead the development of comprehensive bid packages based on the unit pricing established at the contract onset. Each bid package will contain a scope letter, available plans and specifications, a bid item schedule, a baseline construction schedule, required compliance forms, and all other pertinent information.

After field review, the same project team responsible for delivering the work will meet for a risk analysis and constructability review, and then begin to develop a comprehensive pricing and quantity estimate for review by the County. We will utilize HCSS for overall quantity estimating and will then utilize the same platform to ensure successful delivery, coordination and project control of our field work. Depending on the complexity of the scope, our pricing response time is between 24-48 hours after field review in order to meet the County's need for rapid, accurate pricing.

In preparing and submitting cost estimates, ViaSun will provide planning and scheduling documents in a format that matches the County's expectations, including the use of P6, Microsoft Project and HCSS in delivering each JOA to County specifications. A summary of technologies that we use to deliver our work is found in 2.0.2.

Scheduling Systems

ViaSun provides task order schedules under a variety of different methodologies and software packages and can provide schedules using the most current versions of Primavera P6, Microsoft Project, Suretrak, or any other software the County recommends. Having an in-house team with experience in the technology and means of methods for schedule development allows us the flexibility to provide alternative scenarios for each JOA and — during construction — provide "what

ROQ 175623 – Civil Construction Services

if” scenarios and updates at a moment’s notice in response to field conditions or weather. This allows us to keep forward momentum on a project while managing cost and schedule constraints in partnership with the County.

QUESTION SET – Qualifications and Experience of Contractor

3.0.1

QUESTION: Provide a general description of all services provided by the Contractor or team that is proposing to provide JOC services. Indicate all services provided by each team member. Include information for any specific subcontractor to be utilized for all work of a certain type.

RESPONSE:

ViaSun will deliver the following scope of work as outlined in Section 1.1, Purpose and Description, Request for Qualifications:

- Civil construction, reconstruction and rehabilitation including concrete, asphalt, roadway, flatwork and all ancillary storm water and sewer structures; paved streets, dirt roads, guardrails, parking areas, sidewalks, handicap ramps, curbs, gutters, trails, multi-use paths, park pavements, bridges, culverts, and basins and other civil work within the public right of way;
- Major street repairs including utility adjustments, roadway, sidewalk, ADA and other ancillary civil work;
- Street maintenance including street preservation, coatings, and other wearing surface treatments;
- Mitigation of dirt shoulders, work specific to low volume roads, dust abatement and other ancillary work related to the PM-10 Program and air quality compliance;
- Civil construction and reconstruction work in support of the County’s Flood Control Program including storm water sewer construction, pipeline, and ancillary structure construction;
- Provision of overall traffic control both for JOC and DBB project efforts; and
- Work in support of County Engineering efforts including – through sub consultant professional resources – the provision of plans and specifications needed for the development and completion of JOA work.

Specific to the Scope of Work outlined in Section 2.1, Request for Qualifications, we would self-perform the following work activities:

- 1.) Obtain all necessary permits required to complete the job order assignment, including but not limited to engineering off-site, haul route, stockpile, SWPPP, dust control, traffic control plans, etc.;
- 2.) Placing asphalt pavements including full depth sections, overlays, patches and repairs;
- 3.) Pavement maintenance and rehabilitation, including but not limited to crack sealing and joint sealing, crack routing and large crack repair, applying various types of surface treatments including fog seal, scrub seal, slurry seal, chip seal, other asphalt rejuvenation methods, milling and/or roadway profiling, saw cutting, and removing both asphalt and concrete pavements;
- 4.) Subgrade preparation including compacting native soil, placing and compacting ABC, millings, soil stabilization, and grading;
- 5.) Earthwork: site rough and finishing grade;
- 6.) Stamped, painted and thermoplastic decorative asphalt;
- 7.) Replacing, removing, retro-fitting and/or placing ADA accessible features, including handicap ramps and other improvements to meet ADA requirements;
- 8.) Preparing traffic control plans, providing traffic set-up in accordance with the approved traffic control plans, and barricading work areas;
- 9.) Bikeways, multi-use paths: concrete, asphalt, granite, and natural materials;
- 10.) Maintaining shoulders including grading, placement of surface treatment, and sealing; and

ROQ 175623 – Civil Construction Services

11.) Flood Control construction, maintenance, and repair items including, but not limited to, bridges, culverts, channels, basins, grading, erosion control, vegetation and sediment removal, and concrete structures.

In addition, ViaSun provides the following key services:

DESIGN ASSISTANCE AND REDERING PROFESSIONAL DESIGN SERVICES

Unlike DBB construction that requires a full set of 100% Construction documents for NTP, ViaSun can provide “back of the tailgate” constructability-based preliminary designs, even bringing key constructability staff to the field if there is the opportunity to accelerate schedule or save on project cost. These efforts are less formal than full Construction Documents but result in the integration of field, management, and estimating personnel to achieve best practice and value. ViaSun can also assist the County and County Designers to evaluate effects, design alternatives, value engineering proposals and other innovations in an objective manner. We can quickly provide Opinion of Probable Construction Costs (OPCC) estimates in-house for all scopes of work, as well as “what-if” schedules vetting value engineering proposals and design alternatives to accompany OPCCs. Our ability to partner with professional civil engineering sub consultants to deliver sealed plans under critical timelines is an essential benefit that we bring to the County.

ON-SITE CRUSHING FOR ASPHALT AND CEMENTOUS MATERIALS

ViaSun has the in-house capacity to provide crushing and rubbization services for both Asphalt and Cementous materials – either on-site, at a Pinal County identified location, or for materials shipped to ViaSun facilities located in Phoenix, AZ. We currently crush removed, reclaimed or stockpiled recycled asphalt (RAP) for county and municipal clients for use in our proprietary RoadArmor Microseal product. The RoadArmor mix design uses RAP within the mix design, providing for 100% utilization of aggregate, increased durability, and significant cost savings to our clients.

IN-HOUSE DUST SUPPRESSIONAND WATER TRUCK SERVICES

On JOC projects, ViaSun utilizes an in-house fleet of water trucks, each equipped with front, side and rear spray bars, hose reels and remote water dispensers. The capacity to place this equipment into immediate use for dust suppression is a key differentiator for ViaSun and ensures that our projects and work is always compliance with ADEQ standards and specifications.

Specific to the Scope of Work outlined in Section 2.1, Request for Qualifications, we would subcontract a portion or whole of the following work activities:

WSP – Asphalt Milling and Pulverizing

As an SBE/DBE firm, WSP has provided asphalt milling and pulverizing services across Arizona since 1987. Under the lead of Brian Gallimore, WSP provides state of the art equipment capable of removing partial depths of pavement and specializes in the use of Micro-drum removal. ViaSun has partnered with WSP on numerous projects throughout the Valley and would use WSP for all milling and pulverizing services called for under this JOC contract.

RGG United Contractors, Inc. – Concrete

Key subcontractor supporting ViaSun for added capacity. When required, RGG’s scope would include replacing, removing, retro-fitting and/or placing concrete pavements including curb and gutter, driveways, roadways, handicap ramps, sidewalks, culverts, boxes, hard-scape features, and brick pavers. RGG is recognized state-wide as a leading provider of concrete flatwork, structures and civil concrete construction services. John Kliethermes, PE, will be the key point of contact for the RGG team. As a professional engineer, John has 16 years of experience in pavements design, construction engineering and management of civil transportation projects of similar size and scope.

ROQ 175623 – Civil Construction Services

Franklin Striping – Striping and Marking

Franklin provides pavement markings services to ViaSun on a majority of our JOC delivery projects. Franklin's scope would include fabricating, installing, removing, maintaining and surveying traffic control devices listed in the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD, Federal Highway Administration) and the current edition of the Arizona Supplement to the MUTCD (Arizona Department of Transportation). Additional signing and striping work would include survey, providing and installing projecting, symbols, raised pavement markers and signage.

Franklin has been providing a similar scope of services across Arizona since 1996. As a managing owner, Randy Franklin acts as the key point-of-contact for ViaSun and will coordinate the range of striping and marking services outlined above.

TLL Electric – Signalization, Lighting and Ancillary Electrical

TLL works with ViaSun to provide transportation and roadway traffic signal systems, traffic loop detection, vaults, controllers and warning lights. TLL has provided similar services across Arizona and within Pinal County as well.

TLL is an Arizona based Industrial Electrical Contractor focusing on federal, state and municipal highway intersection traffic signals, loop detectors, parks, airport and roadway lighting and signalization.

3.0.2

QUESTION: Describe the Contractor's management and organizational abilities.

RESPONSE:

Our Vision: Partner. Plan. Deliver. Succeed.®

ViaSun's approach to task order delivery provides key benefits to the County on this JOC Contract.

- Expertise built in delivering more than 1,500 similar civil construction and pavement projects. Civil construction isn't part of what we do. It is all of what we do every day.
- The ability to quickly and effectively mobilize the crews, equipment and materials needed for the job, backed by our traffic and safety division. When you need us, ViaSun is there in force.
- Specialized equipment, supported by trained personnel, and leveraged with the ability to self-perform fleet maintenance, ensuring 100% project uptime on County JOC work.
- A company culture of accountability and reliability drives our approach to task order delivery. We Partner, Plan and Deliver to ensure every JOA is a Success.

ORGANIZATIONAL CAPACITY

Delivery of the responsiveness, capacity and level of service that the County expects under this contract requires a collaborative team of construction professionals within our Civil Infrastructure Division, led by Jeff Abraham. Please see the Organizational Chart of the Proposed Project team that was separately uploaded to Bonfire.

Although ViaSun is recognized valley-wide as a specialty pavement surface treatment specialist, in 2017 the firm added a Civil Construction Division to expand the firm's delivery structure and the ability to serve the needs of the County and Municipal Clients. With both a pavement maintenance and civil construction division housed "under one roof" and supported by an integrated and in-house traffic control division, ViaSun now provides all services identified in the Scope of Work under this solicitation.

ROQ 175623 – Civil Construction Services

Fleet Resources – ViaSun provides the right job-specific equipment needed to successfully address the total needs of this JOC Contract. Our current equipment capacity includes Bergkamp M1 Continuous Paver Machines; asphalt paving machines; civil construction, traditional “yellow iron” and heavy earthmoving equipment; and supported by a fleet of delivery and haulage trucks and more than 30 support vehicles. Our capacity to bring the right equipment, staffed by experienced operators is supported by a self-performed fleet maintenance and management program which includes a robust custom fabrication and “to specification” component.

Our deep investment in the people and equipment vital to successful civil infrastructure projects – and now a full range of civil construction work – makes ViaSun absolutely unique. We have the ability to control every aspect of the delivery of this scope of work from fabrication of specialty vehicles themselves to the final delivery of services in the field. This benefits the County in providing the right capacity, at the right time, without delay.

A commitment to partnering underpins our organizational and management approach. Our team recognizes the importance of a seamless team effort and the need for continuous partnership with our clients. Our management approach is centered on creating open communication at all levels of project work. We pride ourselves on the ability to adapt to challenging and changing field conditions, and our ability to develop and generate not only quality work, but value-driven solutions is what sets ViaSun apart from the competition.

3.0.3

QUESTION: List the Arizona professional and contractor license(s) held by the Contractor. Provide the license number and explain if held by an individual or the Contractor.

RESPONSE:

ViaSun holds the following firm licenses: AZ ROC #278361 and AZ ROC #297383.

3.0.4

QUESTION: Provide project information where the Contractor provided construction services similar to those listed in Section 2 of the Statement of Work. The County may take into consideration the number of Job Order Contracts a company may have, the resource investment of the contractor in current County work, and the amount of previous work recently performed for the County as part of the selection process.

RESPONSE:

1.) PERMITTING

Camino Rio Rd. Phase 1. - Pinal County, AZ [Procurement Method: “Piggyback” Contract (in collaboration with City of Peoria) | Cost Savings: \$215,694.04]

Rio roadway constructed in remote Winkelman, AZ, they turned to ViaSun to collaborate with the Department and the consultant engineer, who executed the project ahead of schedule and under budget.

The project was procured under a contractual “piggyback” collaboration with the City of Peoria. Under this mechanism, the County procured civil construction services directly from ViaSun by using an already established JOC contract in place with the City of Peoria. In addition to reducing procurement costs, the County was able to bring a successful civil JOC contractor on board to accelerate the movement to final design and construction. During preconstruction, ViaSun collaborated directly with Entellus and Pinal County Project Management Staff to provide constructability options, Opinion of

ROQ 175623 – Civil Construction Services

Probable Construction Cost (OPCC) estimates, materials and methods evaluation to meet the accelerated project deadline of December 20, 2017. Under our “One Team” approach, Jeff Abraham, Civil Construction Division Manager; Rolando Perez, Working Principal; Craig Birzer, JOC Project Manager; and the ViaSun team participated in Design Task Force efforts for constructability, value engineering and work force planning. Their goal was to ensure the design intent matched with the best construction means and methods and that opportunities for innovation were used to meet Pinal County’s timeline. In addition, this core team worked with internal ViaSun teams (Traffic Control Division, Safety, and Production Quality leads) to ensure early integration and planning for safe and quality work in the field – especially under a tight project timeline.

Early in preconstruction, ViaSun identified key risk areas in materials availability, haulage and management, including the difficulty in obtaining aggregate base course material in time and quantities and quality needed. To keep forward momentum on the project, ViaSun established a crushing operation on site during the forward stages of the construction phase. In doing so, we saved valuable project funds, ensured an even and consistent quality of materials, and established a “just in time” availability of a material key to maintaining the project schedule.

Project access was limited to the project termini and mid-point of the project, so ensuring safety of both our crews and the travelling public in a high-speed corridor was critical. ViaSun utilized our in-house traffic control division to create, submit and gain approval for Traffic Control Plans, and then executed these plans in the field throughout construction. We ensured that Traffic Control was maintained through daily-inspections by our ATSSA-certified field crews and performed materials testing and survey continuously throughout the project to ensure first-time quality.

In meeting SWPPP and environmental compliance requirements related to work along the Gila and San Pedro Rivers, ViaSun has assigned team members responsible for SWPPP BMP quality check and log recording activities for each shift. Our team worked closely with Asarco Mining to ensure continuous availability of hauled water for the project – often holding 1-2 trucks in reserve to mitigate risks with plant supply closures.

Overall, ViaSun successfully placed and graded 55,000 tons of aggregate base and paved eight miles of roadway utilizing 23,000 tons of asphalt. Due to the exceptional quality and speed in which this project was delivered, ViaSun will be submitting this Pinal County project for consideration of the National Asphalt Association Quality in Asphalt Pavements award for 2018.

In executing this project in collaboration with the County and Entellus, the ViaSun team was able to complete the original project scope three weeks earlier than the critical December 20th deadline. With this added schedule flexibility, the County directed ViaSun to construct additional Turndown Walls (470 LF of walls total, across the project). ViaSun was able to incorporate this extra scope and still delivered this Pinal County project seven days earlier than planned. As the result of our efforts, the project was delivered \$215,694.04 under budget.

2.) PLACING ASPHALT PAVEMENTS

Pinal Airpark & San Manuel Animal Control Roadway Repairs [Procurement Method: JOC | Cost Savings: \$941.10]

iaSun sees partnership and collaboration with the County as key to our goal of “Partner, Plan, Deliver, Succeed” for every JOA we deliver. For this Pinal Airport and San Manuel Animal Control Low-Volume Roadway repair project, ViaSun brought our expertise in both materials selection and comparative pricing to provide the County with multiple viable construction and materials options for the project. In doing so, the County and ViaSun were able to arrive at a solution that provided

ROQ 175623 – Civil Construction Services

improved life span metrics and reduced life-cycle maintenance costs while meeting the County's key budget goals.

Project scope originally specified the use of double chip seal and cape seal asphalt preservative treatments. Although the double chip seal would provide an additional wearing surface, the ViaSun team developed a Value Engineering Cost Proposal which provide comparative analysis to the County for the double chip seal vs. a milling and replacement of the asphalt surface itself. Using both historical cost reference for labor as well as current materials pricing, ViaSun determined that full asphalt could be used. This provided the county with a wearing surface that would last for (10 to 15 years) versus the expected 4-7 year lifespan of the double chip surface and provides greater life-span compliance with PM-10 requirement for low volume roads. The milling required for new asphalt addressed sometimes severe wearing/bump conditions in the existing asphalt surface. The resulting roadway provides users with a smoother, quieter ride overall and eliminates "standing water" areas that formed in deteriorated areas of the pavement.

Overall, ViaSun placed 100 SY of full depth asphalt in multiple locations, micro milled 4267 SY and paved 495 tons at Pinal Airpark. In San Manuel, we graded 4265 SY and paved 498 tons of asphalt on native soil.

Through our "One Team" approach, ViaSun met the County's budget specifications while providing a higher quality product for both locations overall. We successfully reduced project costs through our use of in-house Traffic Control and provided ongoing quality testing and civil survey throughout the life of the project – successfully saving the County \$941.10.

3.) PAVEMENT MAINTENANCE AND REHABILITATION

Arizona City Neighborhood Pavement Restoration - Pinal County, AZ [Procurement Method: JOC | Cost Savings: \$10,024.47]

Key to successful JOC delivery is the ability to "plan smart". On the Arizona City Neighborhood Pavement Restoration project, ViaSun brought an innovative, proprietary product (RoadArmor microseal) to the County for review and approval. In doing so, our team provided the county with a materials betterment (increased lifespan, better visual colorization, improved ride quality) at a lower total project cost.

As part of a Value Engineering Cost Proposal (VECP) our team presented to the County, ViaSun proposed the use of RoadArmor Microseal. The RoadArmor mix design uses recycled asphalt product (RAP), providing for 100% utilization of aggregate, increased durability, and significant cost savings. The use of RoadArmor, we saved Pinal County over \$60K by using RAP instead of using virgin Aggregate. Combined with ViaSun's ability to fabricate proprietary application machinery, such as the AccuSpray® sealcoating rig used on this project, enables us to cost-effectively deliver to the exact needs of the project. For this project, we used the AccuSpray® system to apply 47 - 57% more material with a nearly 90% reduction in overspray or drift. This is especially important in residential conditions and allows for a more rapid and environmentally friendly application. Overall, final scope included 200 Sy of full depth asphalt repair, micro mill 10,000 Sy, double application of RoadArmor Micro Seal.

Combining proprietary, innovative materials use with our in-house Traffic Control, Safety and Materials testing capacity, ViaSun was able to save over \$10,000 on the project while providing a better-than specification final product.

4.) SUBGRADE PREPARATION

ROQ 175623 – Civil Construction Services

Palo Verde Sidewalk Improvements - Apache Junction, AZ [Procurement Method: Hard Bid | Cost Savings: On Budget]

Understanding the importance of effective communication with residential stakeholders is critical to delivery low-impact projects within the City of Apache Junction Hard Bid on the Palo Verde Sidewalk Improvements project, ViaSun worked both in front and behind the existing curb line to provide roadway, gutter, sidewalk and driveway improvements. ViaSun led the community outreach and notification effort by walking door-to-door through the community to visit affected residents, determine critical access needs and inform the public in general of upcoming street closures and alternatives. We created an access inventory to understand and prioritize access needs and utilized our in-house Traffic Control Division to rapidly set and de-mobilize traffic control devices. Throughout construction, we were able to maintain residential driveway access and ADA intersection ramp access through a phased approach that addressed driveway and sidewalk areas in groups rather than through linear construction. ViaSun's Traffic Control Division was integral to achieving this success.

Overall, the ViaSun Team excavated and hauled existing asphalt and spoils, installed 4,507 LF of Roll Curb & Gutter, 9156 SF of Sidewalk, 2133 SF of Residential Driveways, Utility Adjustments, Widen the existing roadway, subgrade prep 2068 SY and pave 3" of Asphalt on 6" of ABC.

ViaSun was successfully managed this neighborhood improvements project to limit impacts to residential access, while maintaining the project budget and incurring zero safety or quality issues over the lifespan of the project.

5.) EARTHWORK

Sunshine Boulevard from Hotts Road to Pretzer Road - Eloy, AZ [Procurement Method: "Piggyback" Contract (in collaboration with City of Peoria) | Cost Savings: \$16,824.00]

On this City of Eloy project, ViaSun partnered with the City of Eloy to not only provide specification-grade quality, but an innovative approach to construction and quality of the work. The project scope called for 17,465 SY pulverization and installation of 4% soil cement at 4" depth, including grading and compaction and shoulder reconditioning. Next, ViaSun proposed that crews installed a double layer chip seal application using 100% Recycled Asphalt Product (RAP) for aggregate rather than the standard mix design. This provided the City with above-specification quality, reduced lifecycle costs and substantially increased rideability and smoothness at a substantial cost savings. ViaSun then applied Fog Seal and striped the 1-mile by 28' corridor, providing the project back to the City ahead of the projected project schedule.

Key to this project was our ability to develop, submit and gain approval for Traffic Control Plans (TCPs) through our Traffic Division. Then - along the approximately 1-mile long corridor - we were able to quickly place traffic control immediately prior to project work and remove immediately after. This allowed our team a significant time savings and reduction of traffic impacts in the field – approximately 41% reduction in mobilization time and a 53% reduction in demobilization time, as well as significantly higher MUTCD compliance for traffic control during the project duration. In addition, we utilized our in-house Community Relations Manager to communicate and update alternative routes, and ensure multimodal safety and access for buses, bicyclists and pedestrians. ViaSun focused on partnering with the City of Eloy prior to construction to find the best materials and methodology for the project. The use of 100% RAP for the project not only exceeded City specifications, but provided a substantial cost savings of \$16,824, while accelerating the project to an early timeline.

ROQ 175623 – Civil Construction Services

6.) DECORATIVE ASPHALT

Green Bike Lanes – Fillmore Street - Phoenix, AZ [Procurement Method: JOC | Cost Savings: \$18,544.86]

Within City of Phoenix limits, there have been more than 450 bicycle involved collisions in each of the last 5 years. As a directive from the Mayor's office in 2012, the City has embarked on a program of providing green bike lanes along major thoroughfares to designate a dedicated space on the roadway for bicycles to ride. As a recognized expert in pavement preservation and through our experience on over 1500 projects within the City, ViaSun was selected to provide thermoplastic asphalt surface treatment for the 4' wide-bike lane from Fillmore St. from Central to 7th St.

Working with City staff, ViaSun suggested and gained approval for the use of PreMark heavy-duty, intersection grade thermoplastic asphalt. Our use of PreMark (over standard paint applications) was recognized for providing outstanding visibility in both daylight and night conditions and above-specification for use in this heavy traffic location where maximum wear and tear is present through a mix of commuter and heavy haulage traffic.

As industry-leaders in Pavement Preservation, ViaSun was ideally suited to provide this specialized scope under the City's JOC program. Our expertise in the selection and application of thermoplastic decorative asphaltic materials provided the City with above-specification finished quality, while our ability to quickly mobilize and de-mobilize traffic control reduced traffic impacts this busy commuter corridor. Overall, we delivered this project on-time, and under the projected project budget by \$18,544.86.

7.) CONCRETE PAVEMENTS

83rd Ave. Concrete Improvements - Peoria, AZ [Procurement Method: JOC | Cost Savings: \$2,898.85]

As part of the City's Capital Improvement program FY 2017-2027, 83Rd Ave. was rated as "critical" for ADA compliance and concrete flatwork reconstruction needs. The City assigned funding for the project under the Civil JOC and ViaSun was selected to complete the scope of work under a limited project budget and tight, accelerated schedule needed to accommodate the local high school.

Overall, ViaSun removed and replaced 302 LF Curb & Gutter, 2150 SF Sidewalk and 1077 SF Valley Gutter & Apron. ViaSun utilized our in-house traffic control division to create, submit and gain approval for Traffic Control Plans, and then executed these plans in the field throughout construction. We ensured that Traffic Control was maintained through daily-inspections by our ATSSA-Certified field crews. We utilized our in-house Community Relations Manager to communicate and update businesses, schools and other affected entities in the corridor of alternative routes, and to ensure safety and access for buses, bicyclists and pedestrians who transited our site during ongoing work. ViaSun's capacity to directly provide traffic control was especially important working within and adjacent to the Sunrise High School Main Entrance. In this area, ViaSun reconstructed 2189 SF of concrete driveway. Along the corridor, ViaSun teams upgraded ADA ramps and facility compliance at 22 intersections and crossings, including installation of truncated domes. During the project, we performed materials testing and survey continuously throughout the project to ensure first-time quality. ViaSun delivered the JOA both on time, and under budget by \$2898.85. While this may define the overall project delivery, it was our success in maintaining access to schools and businesses along the corridor during construction which made this project an overall success for the City.

8.) ADA ACCESSIBILITY

Loma Linda Park Improvements - Goodyear, AZ [Procurement Method: JOC | Cost Savings: \$1,114.74]

ROQ 175623 – Civil Construction Services

Loma Linda Park, located in the heart of the City of Goodyear, provides community center facilities, aquatic facilities, tennis courts, playgrounds paths and bicycling opportunities. In 2016, the park ingress/egress areas for pedestrians were determined to be deficient, with uneven sidewalks, non-compliant ADA facilities and areas within the pedestrian right-of-way that held standing water from both irrigation and rainstorm events. ViaSun was selected to fully replace and upgrade the areas identified in the City Engineer's report as most critical. We rapidly mobilized our team to the field to provide a full depth removal and replacement of 1773 SY of asphalt pedestrian pathway, utilizing in-house survey and site-visit constructability reviews to regrade the pathways to eliminate the persistent standing water problem identified. In addition, ViaSun retro-fitted two PE-235-2 ADA Ramps to meeting compliance and accessibility standards.

Although a smaller project under \$100K, ViaSun's JOC process was still utilized – starting with a "one team" site visit, risk and constructability reviews. This approach ensured that City of Goodyear not only received a new pavement and ADA upgrades, but a permanent fix to a recurring problem that had affected the ingress/egress area for years. ViaSun delivered this project both on time, and with a cost savings of \$1,114.74

9.) TRAFFIC CONTROL PLANS

FY 18 Slurry Seal MS1801 - Maricopa County, AZ [Procurement Method: JOC | Cost Savings: \$7,051.95]

ViaSun was selected by the County to provide Slurry Seal for 65 lane miles (535,816 square yards) across Maricopa County. The areas of work were often geographically distant and work was performed within business districts, residential areas and multi-use commercial/residential areas, along low volume roadways and high-volume haulage routes. Over the lifespan of the FY 18 contract, ViaSun has successfully managed traffic control and overall site safety for each area and corridor of work. Key to our delivery is the use of our in-house Traffic Division to successfully develop, submit and gain approval for Traffic Control Plans (TCPs) through MCDOT. The division provided full TCP submittals per the Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction and the MCDOT Supplement.

For each JOA location, we quickly placed traffic control immediately prior to project work and remove immediately after – a level of control that is only able to be achieved utilizing in-house resources. This allowed our team a significant time savings and reduction of traffic impacts in the field - approx. 41% reduction in mobilization time and a 53% reduction in demobilization time as well as significantly higher MUTCD compliance for traffic control during the project duration. We ensured that Traffic Control was maintained through daily-inspections by our ASTRA-certified field crews.

Through a robust capacity to build TCPs, gain approval and then execute the TCP flawlessly in the field, ViaSun has had zero vehicular or pedestrian accidents under this contract for FY 18.

Overall, the ViaSun Traffic Division has 12 ATSSA-Certified traffic control personnel and 11 traffic control trucks devoted 100% of the time to our in-house work only. We also have all new devices and equipment that meets all the MUTCD standards. All devices are inspected prior to replacement and we currently have a 12-month rotation/inspection/replacement program in place to ensure all MUTCD devices meet reflectivity and visualization standards.

10.) MULTI-USE PATHS

Peoria Pedestrian & Bike Path Project - City of Peoria Parks Department [Procurement Method: JOC | Cost Savings: \$4,006.37]

The City of Peoria selected ViaSun to provide pavement preservation services (slurry seal) in addition to striping, bicycle and multi-purpose pathway delineation for both roadway and intersection applications per MAG and MCDOT standards and specifications. For this project, we ensured that

ROQ 175623 – Civil Construction Services

bicyclists traversing the project location had temporary, delineated areas in which to ride. This ensured safety for bicyclists, pedestrians and our crews during ongoing work.

Throughout the project, ViaSun led the community outreach and notification effort by walking door-to-door through the community to visit affected residents, determine critical access needs and inform the public in general of lane closures and potential alternative routes during construction. As we provide on all access-intensive projects, we created an access inventory to understand and prioritize access needs and utilized our in-house Traffic Control Division to rapidly set and de-mobilize traffic control devices.

ViaSun's attention to traffic control and our success in working with local businesses and residents resulted in zero accidents involving pedestrians, vehicles, bicyclists or our crews along 37 miles of work for this project. Our attention to detail and efficiency in the field helped us to deliver this project not only on time, but over \$4000 under budget.

11.) MAINTAINING SHOULDERS

Riggs Rd. Storm Damage Repair - Goodyear, AZ [Procurement Method: JOC | Cost Savings: \$242.84]

Maintaining clear and compliant shoulders along roadways is a critical element for safety and compliance. When the City of Goodyear contacted ViaSun for this shoulder maintenance JOA, we responded the same day and held our "one team" sitewalk of the Riggs Road location the very next. Competitive pricing for this JOA was provided the same afternoon, and ViaSun was ready to mobilize to the field within 3 days from the initial call from the City.

On the site visit, ViaSun cataloged storm damage conditions for an initial report to the City. These included locations in which roadway shoulders were washed out; curb and asphalt damage, and standing water and drainage deficiencies caused by trees, brush and ancillary materials carried by storm water flow.

ViaSun cleared and grubbed 11,667 SY, graded 42,000 SY of shoulder, placed and compacted 375 CY of shoulder fill and placed 24 tons of asphalt along shoulder to upgrade to specification overall. In addition, ViaSun crews installed 122 LF of curb and gutter while maintaining full traffic control utilizing our own forces.

ViaSun's rapid response to the initial call from the City, our ability to quickly price and mobilize, was vital to the success of this smaller, but critical JOA. Under an accelerated timeline and working through difficult site conditions, ViaSun delivered the project on time and under budget.

12.) FLOOD CONTROL

Aravaipa Mabey Bridge Repairs - Pinal County Flood Control [Procurement Method: JOC | Cost Savings: \$2,774.20]

The County selected ViaSun to perform critical reconstruction work on an unusual and challenging structure - a single lane steel trussed Mabey Bridge that spanned over Aravaipa Creek. The bridge was rated "Critical" under the bridge inspections report done by ADOT Bridge Group and a "D-" under FHWA specifications 2012.

Scope of repair work included additional evaluation, identification and repair of structural steel elements, repair and realignment of guardrail systems along the west end of the structure. The realignment increased safety margins for longer trucks and haulage vehicles attempting to ingress

ROQ 175623 – Civil Construction Services

the bridge EB. Additional restoration work included steel surface corrosion repair, surface treatments and paint coating for anchoring locations.

ViaSun performed the work within full environmental compliance for the Aravaipa Creek. Over the course of this JOA, ViaSun had zero incursions into the creek bed and 100% of furtive material from the bridge repair was contained. This effort illustrates ViaSun's ability to provide "big project" service for smaller, unique JOC applications.

13.) TRAFFIC CONTROL DEVICES

Apache Junction FY18 Broadway Rd. & Southern Ave. - Apache Junction, AZ [Procurement Method: "Piggyback" Contract (in collaboration with City of Peoria) | Cost Savings: \$15,000.00]

The project was procured under a contractual "piggyback" collaboration with the Pinal County JOC. Under this mechanism, the City of Apache Junction was able to procure construction services directly from ViaSun by using an already established JOC contract in place with the County. In addition to reducing procurement costs, the City was able to bring a successful civil JOC contractor on board to accelerate the movement to final design and construction.

Overall project scope called for the obliteration of existing pavement markings, slurry seal and restriping to MUTCD Manual standards. The interrelated project corridors included Broadway Ave. – Idaho Rd to Meridian Rd. (2 miles) and Southern Ave. - Winchester Rd. to Cortez Rd. (2 miles). Both locations are heavily travelled, high volume corridors with Average Daily Trip (ADT) counts exceeding 30,000/day. During our "one team" sitewalk, the ViaSun team identified and cataloged an inventory of pavement damage which require placement of PCC replacement for areas deteriorated along Broadway; edge milling to provide uniformity and smoothness along the corridors and other asphalt locations requiring pre-patching before slurry seal application. Our team presented these findings to the City and was able to incorporate the cost of this work into the existing project budget utilizing savings realized from the use of RoadArmor microseal.

As part of a Value Engineering Cost Proposal (VECP) our team presented to the County, ViaSun proposed the use of RoadArmor Microseal. The RoadArmor mix design uses recycled asphalt product (RAP), providing for 100% utilization of aggregate, increased durability, and significant cost savings. The use of RoadArmor, enabled us to cost-effectively deliver to the exact needs of the project while saving the City over \$15,000 in materials costs.

ViaSun provided all restriping and remarking scope, including stop bars and crosswalks (total width from AC pavement edge to AC); installation of Raised Pavement Markings (RPMs); signage upgrade or replacement and ancillary utilities adjustments etc. Our in-house traffic control division managed all lane closures and reductions, with zero accidents or incidents for the project corridor during in-roadway work. Through the use of our proprietary RoadArmor product, we saved the City \$15,000 in materials costs and expanded scope to include additional reconstruction work while delivering the JOA to schedule.

QUESTION SET – Qualifications and Experience of Key Personnel

4.0.1

QUESTION: Identify and list the qualifications and experience of the key people who will be responsible for performing the work under the resulting contract.

ROQ 175623 – Civil Construction Services

RESPONSE:

ViaSun provides a “One Team” approach to each JOC Task Order. In meeting the specifications of the County, we have provided (5) key individuals who will be directly assigned and responsible for the delivery of each JOA to the County. In addition, we identify Rolando Perez in his role of Working Principal. Rolando’s presence in support of the team ensures the County that ViaSun will make your interests, project needs and requirements a priority.

Jeff Abraham, Civil Division Manager [31 Years Experience - 2 Years with Firm]

Jeff Abraham oversees the planning and execution of all Civil Construction work occurring under ViaSun’s JOC contracts. Jeff collaborates with JOC project team members and manages the Civil Construction Division’s overall efforts to ensure successful delivery. He actively participates in constructibility reviews, client and stakeholder meetings, as well as leading estimating and scheduling efforts. Jeff brings Constructibility and Value Analysis experience, bridge and structures renovation and repair and maintenance evaluation expertise, polyester overlay and methacrylate expertise.

As part of his nearly 30 years of experience in Civil Construction, Jeff has delivered nearly \$66M in JOC contract construction within the last six years.

Jeff’s unique experience at the helm of JOC delivery gives him the unique ability to monitor and guide the progress of multiple JOC construction activities to ensure project goals are met. He brings a recognized skill to the “One Team” preconstruction efforts with proactive value management - utilizing his technical knowledge of the construction process to ensure the strongest possible focus on delivered quality, schedule compliance and budget control.

Craig Birzer, Project Manager [17 Years Experience - 2 Years with Firm]

As the General Superintendent, Craig will act as the focal point for the JOC field teams and report directly to Jeff or Justin for the turnaround of project deliverables. As part of his comprehensive approach to task order delivery, Craig will conduct both formal and “over the shoulder” constructibility reviews during our “One Team” preconstruction efforts. He will support Zach, Jeff and Justin in the development of the schedules and budgets as needed, and will support the Project Superintendent Pool team members to ensure availability of construction staff, craft labor, subcontractors and suppliers.

With over \$35M in JOC task order delivery, Craig is expert at coordinating multiple resource streams (personnel, materials and equipment) to ensure task orders keep both to budget and schedule targets. He leverages his experience to efficiently organize and establish work priorities, scheduling materials, supplies and equipment, supervising and directing Superintendent Pool staff, monitoring the implementation of safety program requirements, and assisting QC staff in the evaluation of materials and completion work for quality and conformity.

Craig’s partnership-driven approach and comprehensive task order oversight ensures that each task order - regardless of size - consistently achieves quality, safety, cost and schedule benchmarks.

Martin Acosta, Safety and Traffic Control Manager [22 Years Experience - 2 Years with Firm]

For more than 20 years, Martin has been involved in shaping safety and risk policies. ViaSun’s experience modification (EMOD) rate in 2017 was .87 - nearly 13 points under the projected U.S. construction industry average. ViaSun continues to be an industry leader in safety under the leadership of Martin and we have been recognized by our clients for our efforts, focus and success in protecting our people. Martin is relentless in his approach to ensure the safety of our teams, the public and our clients. Martin leads our company wide effort to identify that every incident, thus every occupational injury and illness, is preventable. As Safety Manager, Martin also leads the company’s safety committee. The safety committee reviews all near misses and incidents. These reviews

ROQ 175623 – Civil Construction Services

include incident investigations with a focus on root cause and mitigation of future events. The committee also tracks incident trends, both internal and external. Doing so allows ViaSun to keep their safety policies and procedures current, responsive and compliant. As an ASSTA certified traffic control technician, Martin leads the development of Traffic Management Plans (TMPs) for ViaSun's in-house division. Martin works side by side with internal and external stakeholders to minimize traffic impacts to the general public during preservation activities. He manages the activities of ViaSun's ASSTA-certified Traffic Division teams and manages crews responsible for the installation and maintenance of traffic management and calming devices; drafts and submits TMP revisions as needed; and inspects the condition of traffic devices for compliance with the TMP on a daily basis.

Armando Holguin, Project Superintendent [24 Years Experience - 3 Years with Firm]

Armando has more than 20 years of experience managing field operations, site logistics, schedules, equipment availability, subcontractors, superintendents, field engineers, foremen and crews. He currently performs this exact role on the ViaSun JOC team, incorporating his knowledge and expertise of construction best practices to provide field-level constructability reviews during the One Team sitewalk. As a result of Armando's efforts before construction even begins, he has successfully developed innovative ideas and efficiency strategies that have reduced risk, increased quality and enabled the team to accelerate schedules on nearly all of the projects presented as Firm Experience in tab three.

As Superintendent, Armando reports directly to Harry Danish, Project Manager, and is tasked with efficiently organizing and establishing work priorities, scheduling materials, supplies and equipment and coordinating and monitoring subcontractor productivity.

In addition, he supervises and directs assigned staff, monitors and implements safety program requirements, and assists in quality management evaluations of materials and complete work for quality and conformity. His partnership-driven approach results in consistent quality, safety, cost and schedule achievement.

Josh Dalberg, Lead Estimator [16 Years Experience - 1 Years with Firm]

Although new to the ViaSun team, Josh is not new to the civil construction market. Josh was selected for his extensive knowledge in the construction of heavy civil work, his expertise within the transportation industry and his recognized excellence in collaborative communication with owners and public stakeholders. He has significant depth of experience in developing the quantities and cost estimates critical to the review of preconstruction design and staging alternatives. Mike is recognized for his effective communication, leadership and project management skills, attention to detail, logical decision-making ability, and experience at working in deadline-driven project environments. He is versed in the development of transparent estimates using current market and historical pricing data, open book cost estimating using fixed or unit pricing, as well as RS Means standards for JOC Delivery.

Josh will support Viasun's One Team approach by leading JOA estimating efforts. For each JOA, Josh will participate in the site walk, risk and constructability reviews, then will work with Jeff Abraham, Civil Construction Division Manager; Craig Birzer, JOC Project Manager, Martin Acosta, Safety and Traffic Control Division Manager, and the ViaSun team to establish a clear, accurate and lowest-cost estimate of the project scope and work plan. In doing so, he will provide timely cost models to the county as well as milestone estimates utilizing Opinion of Probable Construction Cost (OPCC) calculations. This approach provides County staff with clear costs for constructability options developed by the ViaSun team, and allows for transparent evaluation for project best value.

4.0.2

QUESTION: Discuss key personnel and their perspective and experience on the partnering, quality control, project scheduling, claims, dispute resolution, changes in Scope of Work, construction safety, value engineering, balancing workloads and ways to reduce costs to the County.

RESPONSE:

PARTNERING

ViaSun recognizes the importance of a seamless team effort and the need for continuous partnership with our clients. Our management approach is centered on creating open communication at all levels of project work. We leverage our extensive experience to provide a rapid and cost-effective expansion of capacity to our clients, while committing ourselves to delivering value for our clients. ViaSun understands that our clients are often working to meet challenging projects with limited budgets and compressed schedules. Our “One Team” approach matches our construction, pricing and scheduling expertise with the knowledge and direction of County staff to deliver a truly partnered approach to each JOA – regardless of size. Key participation by members of the project team to enhance partnership and communication are:

- Single Point of Contact Communication – upon JOA notice, Jeff Abraham, Civil Division Manager will lead the efforts of the entire project team – coordinating directly with the County and directing the efforts of the project team;
- Executive Level Oversight – ViaSun’s Working Principal, Rolando Perez, provides direct oversight of the ViaSun JOC Team’s performance, often participating in site walks, Constructability and Risk Reviews, and works directly with client staff to ensure their budget, schedule and overall vision for the project is being met; and
- “NTP to Final Closeout” Oversight – Craig Birzer, JOC Project Manager, works directly with County inspectors, stakeholders in the communities in which we work, and other County departments to ensure that our work is the least impactful. His responsibility is to ensure that the plans and commitments made during our preconstruction effort are fully realized and executed from construction to closeout.

PROJECT SCHEDULING

We will develop daily and weekly CPM Schedules for each JOA in a format that meets the County’s preference. ViaSun will develop the resource loaded project baseline based upon the outcomes of initial JOA site visits or preconstruction meetings. This will be included in all bidding packages in order to communicate the intended means, methods and demands for completing the project on time.

CLAIMS, DISPUTE RESOLUTION AND POTENTIAL CHANGE IN SCOPE

As we mentioned in Tab 3, ViaSun has zero claims on our projects — a testament to our focus on client satisfaction. ViaSun’s early communication and dispute resolution approach ensures that all parties and stakeholders have a clear understanding of the project scope, estimate and schedule in order to mitigate any misunderstandings. Jeff will lead the entire ViaSun team in establishing a partnering and collaborative environment with the County, focusing on identifying potential risks early on and formulating risk-eliminating measures.

ViaSun creates a partnership escalation ladder that can be used to discuss and address potential change requests that are not resolved at the field level. The intent of this escalation ladder is to ensure that any potential change requests are resolved quickly and do not affect the progress of work. It also helps maintain positive, friendly, and professional relationships between all levels of ViaSun and our clients.

ROQ 175623 – Civil Construction Services

QUALITY CONTROL

We will work closely with County Inspectors to coordinate QA/QC scheduling and enforcement as required by the County and specific to each JOA we undertake. The purpose of a project Construction Quality Control Plan (CQCP) is to establish a template to assist each member of the ViaSun team in ensuring the quality of the construction on the project. This effort will be led by Armando Perez, who will be responsible for providing independent and coordinated implementation of the CQCP, as well as reporting to Rolando Perez and the County.

We have developed a preliminary comprehensive approach to CQCP during this technical proposal stage that not only meets the minimum requirements for testing frequencies required by the County, but also identifies hold points and/or critical test points that can be incorporated into our scope of work, thereby minimizing the need for corrective action.

This program delivers a higher confidence of quality to the County and project stakeholders while facilitating ViaSun's achievement of key schedule and budget goals. We manage the construction process through transparent and proactive communication, leveraging our staff's expertise to deliver a realistic, achievable price and schedule that will meet your budget and delivery needs.

ADVANTAGES OF IN-HOUSE TRAFFIC CONTROL

Understanding and mitigating impacts to traffic are two vital components of our work. In 2016, ViaSun established a separate Traffic Control Division, providing in-house traffic control and yielding the following direct benefits:

- A 41% reduction in mobilization time to the field and a 53% reduction in demobilization time;
- Significantly higher MUTCD compliance for traffic control device condition and reflectivity ratings; and
- Reduction in traffic impacts, as traffic control plans are site-specific and match the exact needs of the ViaSun team performing work in the field.

Martin leads the development of Traffic Management Plans (TMPs) for ViaSun's in-house division. He manages the activities of ViaSun Traffic Division teams and manages crews responsible for the installation and maintenance of traffic management and calming devices; drafts and submits TMP revisions as needed; and inspects the condition of traffic devices for compliance with the TMP daily.

QUALITY MANAGEMENT

We will work closely with County Inspectors to coordinate QA/QC scheduling and enforcement as required by the County and specific to each JOA we undertake. The purpose of a project Construction Quality Control Plan (CQCP) is to establish a template to assist each member of the ViaSun team in ensuring the quality of the construction on the project. This effort will be led by Armando Perez, who will be responsible to provide independent and coordinated implementation of the CQCP as well as reporting to Rolando Perez and the County.

We have developed a preliminary comprehensive approach to CQCP during this technical proposal stage that not only meets the minimum requirements for testing frequencies required by the City of Phoenix, but also identifies hold points and/or critical test points that can be incorporated into our scope of work, thereby minimizing the need for corrective action.

This program delivers a higher confidence of quality to the County and project stakeholders while facilitating ViaSun's achievement of key schedule and budget goals. We manage the construction process through transparent and proactive communication, leveraging our staff's expertise to deliver a realistic, achievable price and schedule that will meet your budget and delivery needs.

ROQ 175623 – Civil Construction Services

Claims and Dispute Resolution – ViaSun has zero claims on our projects - a testament to our focus on client satisfaction. ViaSun's early communication and dispute resolution approach ensures that all parties and stakeholders have a clear understanding of the project scope, estimate and schedule in order to mitigate any misunderstandings. Zach will lead the entire ViaSun team in establishing a partnering and collaborative environment with the County with a focus on identifying potential risks early on and formulating risk eliminating measures.

Managing Changes in Scope due to field conditions – ViaSun creates a partnership escalation ladder that can be used to discuss and address potential change requests that are not resolved at the field level. The intent of this escalation ladder is to ensure that any potential change requests are resolved quickly and do not affect the progress of work. It also helps maintain positive, friendly and professional relationships between all levels of ViaSun and our clients.

PROJECT ENGINEERING AND SCHEDULING

Each Construction Order represents an opportunity to provide constructability reviews to help decrease anticipated construction costs, shorten duration, and/or increase overall project value. On every task order, ViaSun integrates the owner, key subcontractors and primary stakeholders into a cohesive project team, facilitating collaboration, creating efficient communication and delivering value at every step of the construction process. We manage the construction process through transparent and pro-active communication, leveraging our staff's expertise to deliver the lowest cost, highest value to the owner – at a schedule that will meet the accelerated time lines common to JOC work.

PLANNING AND WORKLOADS

The ViaSun JOC team will utilize a pre-planning and early schedule risk mitigation strategy to ensure successful field level execution of construction service efforts. ViaSun will meet directly with the County to fully itemize their scope and develop realistic durations for each activity, and then collaborate with all other partners to develop the most efficient sequence to completing the project on time while balancing workloads to gain the best efficiencies in mobilization and staffing, with the ultimate goal of reducing cost on every Task Order we undertake for the County.

4.0.3

QUESTION: Provide project information for up to 5 key personnel expected to be assigned to this JOC where the Contractor provided construction services similar to those listed in Section 2 of the Statement of Work.

RESPONSE:

In the Request for Qualifications, the County asked responders to provide project experience for five key personnel expected to be assigned to this JOC where the Contractor provided construction services similar to those listed in Section 2 of the Statement of Work.

The "One Team" we propose for this Pinal County JOC includes:

Jeff Abraham, Civil Division Manager; Craig Birzer, Project Manager; Armando Holguin, Project Superintendent; Josh Dalberg, Lead Estimator; and Martin Acosta, Traffic Control and Safety Manager. This team will be directly supported by Rolando Perez, Working Principal.

With the exception of Josh Dalberg, who is new to the ViaSun team (but not new to civil JOC estimating with over 16 year of experience), all team members were directly responsible for delivering, in the same roles, the 13 projects representing firm experience in tab 4.

ROQ 175623 – Civil Construction Services

In addition to these projects we've presented here, Josh Dalberg, JOC Estimator, is currently working on ViaSun's JOC team leading estimating efforts for the Cities of Phoenix and Peoria, as well as MCDOT FY18 JOC contracts.

This information (responder's profile and responses to questions for IFB175923) has been captured and copied from the Bonfire portal spreadsheet, in its entirety, to this Word document as to not lose information in the conversion from an Excel document to a PDF or TIF format (for posting to the Pinal County website and for OnBase retention).

Viasun Corporation

Line #	Item Description	Quantity Required	Unit of Measure	Unit Price
#1-1	Crack Sealing 1/4 To 1" Width	1	LBS	\$ 2.85
#1-2	Crack Routing	1	LBS	\$ 1.15
#1-3	Crack Vacuum	1	LBS	\$ 0.75
#1-4	Traffic Control - Crack Sealing	1	LBS	\$ 0.70
#2-1	Crack Seal 1" To 2" Utilizing Crack Mastic	1	LBS	\$ 5.00
#2-2	Traffic Control - Crack Mastic	1	LBS	\$ 1.50
#3-1	Asphalt Emulsion Fog Seal SS 1:1 Or CSS 1:1, < 50 TONS	1	TON	\$ 400.00
#3-2	Asphalt Emulsion Fog Seal SS 1:1 Or CSS 1:1, > 50 TONS	1	TON	\$ 400.00
#3-3	Asphalt Emulsion Fog Seal TRMSS, < 50 TONS	1	TON	\$ 600.00
#3-4	Asphalt Emulsion Fog Seal TRMSS, > 50 TONS	1	TON	\$ 600.00
#3-5	Asphalt Emulsion Fog Seal PASS QB, < 50 TONS	1	TON	\$ 750.00
#3-6	Asphalt Emulsion Fog Seal PASS QB, > 50 TONS	1	TON	\$ 750.00
#3-7	Asphalt Emulsion Fog Seal CQS-TR, < 50 TONS	1	TON	\$ 500.00
#3-8	Asphalt Emulsion Fog Seal CQS-TR, > 50 TONS	1	TON	\$ 500.00
#3-9	Asphalt Emulsion Fog Seal CQS-LM, < 50 TONS	1	TON	\$ 500.00
#3-10	Asphalt Emulsion Fog Seal CQS-LM, > 50 TONS	1	TON	\$ 500.00
#3-11	Asphalt Emulsion Fog Seal TR-Fog, < 50 TONS	1	TON	\$ 500.00
#3-12	Asphalt Emulsion Fog Seal TR-Fog, > 50 TONS	1	TON	\$ 500.00
#3-13	Fog Seal Binder - Haul and Apply Services	1	TON	\$ 300.00
#3-14	Traffic Control - Fog Seal (Based on Binder TON)	1	TON	\$ 250.00
#3-15	PMM Seal Coat	1	SY	\$ 1.75
#3-16	MTR Seal Coat	1	SY	\$ 1.25
#3-17	Seal Coat Binder - Haul and Apply Services	1	TON	\$ 300.00
#3-18	Traffic Control - Seal Coat (Based on Binder TON)	1	TON	\$ 250.00
#4-1	Chip Seal Binder: AC15-5TR, < 100 TONS	1	TON	\$ 650.00
#4-2	Chip Seal Binder: AC15-5TR, > 100 TONS	1	TON	\$ 650.00
#4-3	Chip Seal Binder: MC-800 TR, < 100 TONS	1	TON	\$ 675.00
#4-4	Chip Seal Binder: MC-800 TR, > 100 TONS	1	TON	\$ 675.00
#4-5	Chip Seal Binder: Asphalt Rubber (PG 64-16, 18% Tire Rubber), < 100 TONS	1	TON	\$ 650.00
#4-6	Chip Seal Binder: Asphalt Rubber (PG 64-16, 18% Tire Rubber), > 100 TONS	1	TON	\$ 650.00
#4-7	Chip Seal Binder: Asphalt Rubber (PG 58-22, 18% Tire Rubber), < 100 TONS	1	TON	\$ 700.00
#4-8	Chip Seal Binder: Asphalt Rubber (PG 58-22, 18% Tire Rubber), > 100 TONS	1	TON	\$ 675.00
#4-9	Chip Seal Binder: RAB (Rubberized Asphalt Binder, Field Blend), < 100 TONS	1	TON	\$ 800.00
#4-10	Chip Seal Binder: RAB (Rubberized Asphalt Binder, Field Blend), > 100 TONS	1	TON	\$ 725.00
#4-11	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 64-16, 16% Tire Rubber, 3% SBS Polymer), < 100 TONS	1	TON	\$ 650.00

#4-12	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 64-16, 16% Tire Rubber, 3% SBS Polymer), > 100 TONS	1 TON	\$ 700.00
#4-13	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 58-22, 16% Tire Rubber, 3% SBS Polymer), < 100 TONS	1 TON	\$ 700.00
#4-14	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 58-22, 16% Tire Rubber, 3% SBS Polymer), > 100 TONS	1 TON	\$ 700.00
#4-15	Chip Seal Binder: CRS-TR, < 100 TONS	1 TON	\$ 600.00
#4-16	Chip Seal Binder: CRS-TR, > 100 TONS	1 TON	\$ 600.00
#4-17	Chip Seal Binder: CRS-2P, < 100 TONS	1 TON	\$ 500.00
#4-18	Chip Seal Binder: CRS-2P, > 100 TONS	1 TON	\$ 500.00
#4-19	Chip Seal Binder - Haul & Apply Services	1 TON	\$ 175.00
#4-20	Scrub Seal Binder: Rubberized Asphalt Scrub Seal Binder (Blended Base Asphalt, 10% Tire Rubber, 2% SBS Polymer), < 100 TONS	1 TON	\$ 700.00
#4-21	Scrub Seal Binder: Rubberized Asphalt Scrub Seal Binder (Blended Base Asphalt, 10% Tire Rubber, 2% SBS Polymer), > 100 TONS	1 TON	\$ 700.00
#4-22	Scrub Seal Binder - Haul & Apply Services	1 TON	\$ 225.00
#4-23	Chip Seal Aggregate - HVT Pre-Coated	1 TON	\$ 100.00
#4-24	Chip Seal Aggregate - LVT Pre-Coated	1 TON	\$ 100.00
#4-25	Chip Seal Aggregate - HVT Non-Coated	1 TON	\$ 90.00
#4-26	Chip Seal Aggregate - LVT Non-Coated	1 TON	\$ 90.00
#4-27	Scrub Seal Aggregate	1 TON	\$ 200.00
#4-28	Traffic Control - Chip and Scrub Seal (Based on Binder TON)	1 TON	\$ 100.00
#4-29	Chip Seal Binder: PASS CR, <100 Tons	1 TON	\$ 700.00
#4-30	Chip Seal Binder: PASS CR, >100 Tons	1 TON	\$ 700.00
#5-1	TONS	1 TON	\$ 650.00
#5-2	TONS	1 TON	\$ 650.00
#5-3	Micro Surface Binder: MSE (MAG Spec.), < 100 TONS	1 TON	\$ 600.00
#5-4	Micro Surface Binder: MSE (MAG Spec.), > 100 TONS	1 TON	\$ 600.00
#5-5	Micro Surface Binder: CQSLM, < 100 TONS	1 TON	\$ 550.00
#5-6	Micro Surface Binder: CQSLM, > 100 TONS	1 TON	\$ 550.00
#5-7	Micro Surface Binder: CQSPM, < 100 TONS	1 TON	\$ 550.00
#5-8	Micro Surface Binder: CQSPM, > 100 TONS	1 TON	\$ 550.00
#5-9	Micro Surface Binder: CQSLM TR, < 100 TONS	1 TON	\$ 600.00
#5-10	Micro Surface Binder: CQSLM TR, > 100 TONS	1 TON	\$ 600.00
#5-11	Slurry Seal Binder: LMCQSTR, < 100 TONS	1 TON	\$ 600.00
#5-12	Slurry Seal Binder: LMCQSTR, > 100 TONS	1 TON	\$ 600.00
#5-13	Slurry Seal Binder: LMCQS, < 100 TONS	1 TON	\$ 550.00
#5-14	Slurry Seal Binder: LMCQS, > 100 TONS	1 TON	\$ 550.00
#5-15	Slurry Seal Binder: PMCQS (Solid Polymer SBS), < 100 TONS	1 TON	\$ 700.00

#5-16	Slurry Seal Binder: PMCQS (Solid Polymer SBS),		
	> 100 TONS	1 TON	\$ 700.00
#5-17	Slurry Seal Binder: PMQS h, < 100 TONS	1 TON	\$ 550.00
#5-18	Slurry Seal Binder: PMQS h, > 100 TONS	1 TON	\$ 550.00
#5-19	Slurry Seal Binder: CQS, < 100 TONS	1 TON	\$ 500.00
#5-20	Slurry Seal Binder: CQS, > 100 TONS	1 TON	\$ 500.00
#5-21	Slurry Seal Binder: CQSLM, < 100 TONS	1 TON	\$ 550.00
#5-22	Slurry Seal Binder: CQSLM, > 100 TONS	1 TON	\$ 550.00
#5-23	Slurry Seal Binder: CQS TR, < 100 TONS	1 TON	\$ 575.00
#5-24	Slurry Seal Binder: CQS TR, > 100 TONS	1 TON	\$ 575.00
#5-25	Slurry Seal Binder: CQSLM TR, < 100 TONS	1 TON	\$ 600.00
#5-26	Slurry Seal Binder: CQSLM TR, > 100 TONS	1 TON	\$ 600.00
#5-27	Slurry Seal Aggregate (Type I) Residential	1 TON	\$ 200.00
#5-28	Slurry Seal Aggregate (Type II) Residential	1 TON	\$ 120.00
#5-29	Slurry Seal Aggregate (Type II) Arterial	1 TON	\$ 120.00
#5-30	Slurry Seal Aggregate (Type III) Residential	1 TON	\$ 110.00
#5-31	Slurry Seal Aggregate (Type III) Arterial	1 TON	\$ 110.00
#5-32	Micro Surfacing Aggregate (Type II)	1 TON	\$ 120.00
#5-33	Micro Surfacing Aggregate (Type III)	1 TON	\$ 110.00
#5-34	Slurry Seal & Micro Seal Fiber Additive	1 LBS	\$ 10.00
#5-35	Traffic Control - Slurry and Micro Seal (Based on		
	Binder TON)	1 TON	\$ 100.00
#6-1	Asphalt Concrete Pavement (Marshall 1/2" Mix Low		
	Traffic), < 500 TONS	1 TON	\$ 100.00
#6-2	Asphalt Concrete Pavement (Marshall 1/2" Mix Low		
	Traffic), > 500 TONS	1 TON	\$ 98.00
#6-3	Asphalt Concrete Pavement (Marshall 1/2" Mix High		
	Traffic), < 500 TONS	1 TON	\$ 100.00
#6-4	Asphalt Concrete Pavement (Marshall 1/2" Mix High		
	Traffic), > 500 TONS	1 TON	\$ 98.00
#6-5	Asphalt Concrete Pavement (Marshall 3/4" Mix Low		
	Traffic), < 500 TONS	1 TON	\$ 100.00
#6-6	Asphalt Concrete Pavement (Marshall 3/4" Mix Low		
	Traffic), > 500 TONS	1 TON	\$ 98.00
#6-7	Asphalt Concrete Pavement (Marshall 3/4" Mix High		
	Traffic), < 500 TONS	1 TON	\$ 100.00
#6-8	Asphalt Concrete Pavement (Marshall 3/4" Mix High		
	Traffic), > 500 TONS	1 TON	\$ 98.00
#6-9	Asphalt Concrete Pavement (Superpave 1/2" Mix),		
	< 500 TONS	1 TON	\$ 100.00
#6-10	Asphalt Concrete Pavement (Superpave 1/2" Mix),		
	> 500 TONS	1 TON	\$ 98.00
#6-11	Asphalt Concrete Pavement (Superpave 3/4" Mix),		
	< 500 TONS	1 TON	\$ 100.00
#6-12	Asphalt Concrete Pavement (Superpave 3/4" Mix),		
	> 500 TONS	1 TON	\$ 98.00
#6-13	Asphalt-Rubber Concrete Pavement, < 500 TONS	1 TON	\$ 115.00
#6-14	Asphalt-Rubber Concrete Pavement, > 500 TONS	1 TON	\$ 110.00
#6-15	Bituminous Tack Coat (CSS-1H, Diluted)	1 TON	\$ 1,350.00

#6-16	Replace)	1 TON	\$ 250.00
#6-17	Asphaltic Concrete Patching (Pothole Patching)	1 TON	\$ 150.00
#6-18	Recondition Shoulder	1 SY	\$ 9.00
#6-19	Shoulder Build-Up Material	1 TON	\$ 21.00
#6-20	Saw Cut Asphaltic Concrete Pavement (Per Inch Foot)	1 LF	\$ 1.00
#6-21	7')	1 SY	\$ 2.30
#6-22	Asphalt Profiling (Micro Milling 1 to 2,000 SY)	1 SY	\$ 2.50
#6-23	Asphalt Profiling (Micro Milling 2,001 to 4,000)	1 SY	\$ 2.25
#6-24	Asphalt Profiling (Micro Milling 4,001 to 16,000)	1 SY	\$ 1.80
#6-25	Asphalt Profiling (Micro Milling 16,001 to 32,000)	1 SY	\$ 1.65
#6-26	Asphalt Profiling (Micro Milling 32,001 to 64,000)	1 SY	\$ 1.55
#7-1	Remove Thermoplastic Stripe	1 LF	\$ 1.50
#7-2	Remove Thermoplastic Symbol Or Legend	1 EA	\$ 200.00
#7-3	Remove Raised Pavement Marker	1 EA	\$ 2.75
#7-4	15 MIL (4") White Traffic Paint Stripe	1 LF	\$ 0.45
#7-5	15 MIL (4") Yellow Traffic Paint Stripe	1 LF	\$ 0.45
#7-6	Paint Symbol Arrow	1 EA	\$ 145.00
#7-7	Paint Symbol (RR Crossing)	1 EA	\$ 450.00
#7-8	Paint Symbol (Bike Lane Marking Set)	1 EA	\$ 175.00
#7-9	Paint Legend "Only"	1 EA	\$ 150.00
#7-10	60 MIL (4") White Thermoplastic Traffic Stripe	1 LF	\$ 0.45
#7-11	60 MIL (4") Yellow Thermoplastic Traffic Stripe	1 LF	\$ 0.45
#7-12	Transverse Thermoplastic 4" Equivalent	1 LF	\$ 1.15
#7-13	Thermoplastic Pavement Arrow 90 MIL	1 EA	\$ 150.00
#7-14	Thermoplastic Symbol, RR Crossing 90 MIL	1 EA	\$ 475.00
#7-15	Thermoplastic Legend "Only" 90 MIL	1 EA	\$ 175.00
#7-16	25 MIL (4") White Dual Component Pavement Marking (Epoxy)	1 LF	\$ 1.85
#7-17	25 MIL (4") Yellow Dual Component Pavement Marking (Epoxy)	1 LF	\$ 1.85
#7-18	Transverse Dual Component Pavement Marking (Epoxy) 4" Equivalent	1 EA	\$ 5.25
#7-19	(Epoxy)	1 EA	\$ 500.00
#7-20	(Epoxy)	1 EA	\$ 500.00
#7-21	Pre-Formed Tape Striping (3M 270 Series) 4" Equivalent	1 LF	\$ 1.75
#7-22	Pre-Formed Symbol (3M 270 Series)	1 EA	\$ 175.00
#7-23	Pre-Formed Legend (3M 270 Series)	1 EA	\$ 250.00
#7-24	Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way)	1 EA	\$ 10.00
#7-25	Reflectorized Raised Pavement Marker (Type G, Clear, 1 Way)	1 EA	\$ 10.00
#7-26	Reflectorized Riased Pavement Marker (Type H, Yellow 1-Way)	1 EA	\$ 10.00
#7-27	Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)	1 EA	\$ 12.00
#7-28	Chip Seal Marker, ADOT Std M-20	1 EA	\$ 5.00

#8-1	Adjust Round Frame & Cover To Grade, MAG Det. 270	1 EA	\$ 625.00
#8-2	Adjust Valve Box & Cover To Grade, MAG Det. 391-1-A	1 EA	\$ 585.00
#8-3	Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B	1 EA	\$ 585.00
#8-4	Adjust Valve Box & Cover To Grader, MAG Det. 391-1-C	1 EA	\$ 585.00
#8-5	Adjust Manhole Frame & Cover To Grade, MAG Det. 422	1 EA	\$ 650.00
#9-1	Traffic Control (Not for Items No. 1-5)	1 LS	\$ -
#9-2	Message Board (Per Unit Per Day)	1 DY	\$ 95.00
#9-3	Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle	1 HR	\$ 70.00
#9-4	Flagging Services (Hours Vary By Job)	1 HR	\$ 65.00
#9-5	Pilot Car And Driver (Hours Vary By Job)	1 HR	\$ 95.00
#9-6	Document Existing Pavement Markings	1 LS	\$ -
#9-7	Miscellaneous Removals And Other Work	1 LS	\$ -
#9-8	Paved Surface Cleaning	1 MILE	\$ 450.00
#9-9	Community Relations	1 LS	\$ -

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
VIASUN CORPORATION**

EXHIBIT B
Scope of Work

PROJECT

This work shall consist of application of the following slurry seal type surface treatment at various locations with the City as required by existing street surface conditions: Slurry Seal Type III (Residential and Arterial). Additionally, the work shall include any preparation, asphalt repairs, concrete, traffic control, striping, and/or mobilization costs.

**LINKING AGREEMENT
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AND
VIASUN CORPORATION**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

By JOC Linking Agreement, including all services, labor, equipment, materials and cost.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$1,000,000 per work/job order assignment or \$5,000,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Per attached Job Order Contract