

CONTRACT

THIS AGREEMENT, made and entered into this 16th day of May, 2018, by and between the COUNTY OF YAVAPAI, State of Arizona, acting by and through its Board of Supervisors, party of the first part, hereinafter designated the COUNTY, and SUPERIOR SUPPLY, INC., party of the second part, hereinafter designated the CONTRACTOR. This contract will be in effect from June 1, 2018, to November 30, 2018.

WITNESSETH: That the Contractor by these presents does covenant, contract and agree with the County, for and in consideration for the payments made as provided for in the Specification and in the Proposal, to the Contractor by the County, and under the penalty expressed in the bonds hereto attached, at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for **SUPPLY AND DELIVER CRACK FILL MATERIAL IN YAVAPAI COUNTY, ARIZONA - CONTRACT #1822620**. The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Specifications and Plans. The specifications and drawings furnished by the Contractor with his proposal, and the additional drawings or prints and other information furnished by the Contractor in accordance with the Specifications, are made a part of this agreement. The said Specifications and Plans prepared by the Yavapai County Engineer, Prescott, Arizona, for the said County of Yavapai are intended to be complimentary therewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of said Specifications and Plans, drawings or prints, the same as though the said work was contained and described in all.

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

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

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

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

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

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

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

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

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

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

In return for the performance of this contract by the Contractor, the County agrees to pay the amount **PER THE PROPOSAL (including all applicable taxes)** through a payment schedule as described in the contract documents and as may be modified and executed by change orders and by final quantities. Contractor understands that Yavapai County has established an Electronic Funds Transfer (EFT) program for all payments to providers of goods and services to


the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within one month following the effective date of this Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.

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

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

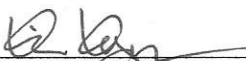
YAVAPAI COUNTY

Party of the First Part

By: 

Rowle P. Simmons, Chairman
Yavapai County Board of Supervisors

ATTEST:



Kim Kapin, Clerk of the Board
Yavapai County

SUPERIOR SUPPLY, INC.

Party of the Second Part

By: 

(Signature/Official Title)
4006 S. 23rd Street #15
Phone: 602.268.9599
Fax: 602.268.9590
Email: van@superiorsupplyinc.com

PROPOSAL

Date 04/23/18

Honorable Board of Supervisors of
Yavapai County
Prescott, Arizona

Gentlemen:

In compliance with your invitation for bid and all conditions of the Contract Documents, the undersigned Superior Supply Inc.

a corporation organized under the laws of the State of Arizona a partnership

consisting of _____

or individual trading as _____ of the City of Phoenix, hereby proposes and agrees to furnish any and all plant, materials, labor, construction equipment, services, etcetera, required to **SUPPLY AND DELIVER CRACK FILL MATERIAL IN YAVAPAI COUNTY, ARIZONA - CONTRACT #1822620**, in strict accordance with the specifications and to supply materials, equipment, services therein for the County, in a good and workmanlike substantial manner and to the satisfaction of the County, through its properly authorized agents and under the direction and the supervision of its properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the County or their properly authorized agents, as provided herein, at the unit price(s) **including all applicable taxes, and including but not limited to Arizona Vendors' Transaction Privilege Tax and Out of State Vendors' Use Tax:**

BID ITEM

UNIT PRICE

1.	HIGH ELEVATION MATERIAL Delivered to Prescott Road Division	\$ <u>.404</u> / POUND
2.	HIGH ELEVATION MATERIAL Delivered to Camp Verde Road Division	\$ <u>.404</u> / POUND
3.	MODERATE ELEVATION MATERIAL Delivered to Prescott Road Division	\$ <u>.399</u> / POUND
4.	MODERATE ELEVATION MATERIAL Delivered to Camp Verde Road Division	\$ <u>.399</u> / POUND

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|-----|--|--------------------------|
| 5. | LOW ELEVATION MATERIAL
Delivered to Prescott Road Division | \$ <u>.399</u> / POUND |
| 6. | LOW ELEVATION MATERIAL
Delivered to Camp Verde Road Division | \$ <u>.399</u> / POUND |
| 7. | MEDIUM VISCOSITY MATERIAL
Delivered to Prescott Road Division | \$ <u>No Bid</u> / POUND |
| 8. | MEDIUM VISCOSITY MATERIAL
Delivered to Camp Verde Road Division | \$ <u>No Bid</u> / POUND |
| 9. | LOW VISCOSITY MATERIAL
Delivered to Prescott Road Division | \$ <u>No Bid</u> / POUND |
| 10. | LOW VISCOSITY MATERIAL
Delivered to Camp Verde Road Division | \$ <u>No Bid</u> / POUND |

Estimated usage amounts are for bidding purposes only, and Yavapai County does not guarantee any maximum or minimum amounts of purchase.

Upon receipt of notice of acceptance of this bid, the undersigned will execute the formal contract within 10 days.

The undersigned has carefully checked all the above figures and understands that the Board of Supervisors of Yavapai County, Arizona, will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned understands that the County reserves the right to reject any and/or all bids, or to waive any informalities in any bid, deemed by them to be for the best interests of the County of Yavapai, Arizona. Past performance on County projects or other public projects will be evaluated in awarding contracts, and the County may decide to award to a Vendor who is *not* the low bidder. Deviations from County specifications may result in rejection of bid.

The undersigned further understands that that Yavapai County has established an Electronic Funds Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within one month following the effective date of this Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.

If applicable to the trade, the undersigned is the holder of an Arizona Commercial Contractors License No. _____ and Classification _____.

- NOTE: 1) THESE PRODUCTS OFFERED MEET AND EXCEED THE SPECIFICATIONS PROVIDED IN THIS BID.
 2) WARRANTY IS HIGHLIGHTED ON EACH PAGE OF THE PRODUCT DATA SHEET PROVIDED.

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***By signing below the bidder certifies that submission of this bid did not involve collusion or other anti-competitive practices and that s/he has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that s/he is an officer or fully authorized agent of the bidding firm with full power and authority to submit binding offers for the goods or services as specified.**

**DEVIATIONS FROM COUNTY SPECIFICATIONS MAY
RESULT IN REJECTION OF BID**

Respectfully submitted,

SUPERIOR SUPPLY INC.

Vendor/Bidder (Company Name)

Van Thomas /PRESIDENT

Vendor/Bidder Signature/Title

4006 S. 23rd STRRET # 15

Address

PHOENIX, Az 85040

City/State/Zip Code

602-268-9599

602-268-9590

Telephone/Fax Number

van@superiorsupplyinc.com

Email

VT

SUBCONTRACTING CERTIFICATION

At the time of the submission of bids for **SUPPLY AND DELIVER CRACK FILL MATERIAL IN YAVAPAI COUNTY, ARIZONA – CONTRACT #1822620**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that the subcontractors are identified below, and any documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions will be made available upon request. This document must be completed and submitted with your bid.

 X It is not my intention to subcontract a portion of the work.

 It is my intention to subcontract a portion of the work using the following subcontractors. (List company name and business address of each specialty subcontractor. Only one name shall be listed for each category. Use a second page if necessary.)

- (1) _____

- (2) _____

- (3) _____

- (4) _____

Superior Supply Inc.

Name of Firm

Jan Thomas /President
By: (Signature/Title)

04/23/18

Date

V1

DESCRIPTION DEERY 180 is a hot applied, single component, elastically modified composition of asphalt cement, virgin synthetic polymer, recycled rubber, and other modifiers. The sealant contains no solvent, is pre-reacted and conforms to the requirements of the specification designated herein and exceeds the requirements of **ASTM D5078**. VOC=0 g/l. Previously labeled as CMC #180.

USE DEERY 180 is a moderate viscosity pavement preservation sealant intended for highway, street and aviation applications for sealing longitudinal and transverse joints and random cracks in Asphalt or Concrete pavements where use of high levels of recycled material is desirable. Properly installed, DEERY 180 is an effective barrier against damage from debris and moisture infiltration into cracks and joints within regions experiencing moderate high and low pavement temperatures.

HEATING Sealant shall be heated in a hot-oil jacketed melter capable of constant mechanical agitation and equipped with a calibrated thermometer to monitor sealant temperature. Material shall be heated to and maintained at Recommended Application Temperature during use. Material can be cooled and then reheated, but only if prolonged heating is avoided. Prolonged heating at or above Recommended Application Temperature may severely damage product. If overheating damage occurs, immediately drain machine completely and refill with new material.

APPLICATION DEERY 180 is pre-reacted and can be applied immediately after heating to Recommended Application Temperature. With pavement temperature at 40°F (4°C) or higher, place material into clean, dry crack or prepared reservoir by means of a hand-held pour pot, wheeled push bander or wand applicator. Squeegee any excess sealant tight to pavement surface. Pavement may be warmed to 40°F (4°C) or higher with a Hot Air Lance.

PROPERTIES of DEERY 180

When sampled and heated to maximum heating temperature in accordance with ASTM D5167

TEST	METHOD	SPECIFICATION
Cone Penetration @ 77°F (25°C)	ASTM D5329	30 dmm minimum
Flow @ 140°F (60°C)	ASTM D5329	3.0 mm maximum
Resilience @ 77°F (25°C)	ASTM D5329	30% minimum
Asphalt Compatibility	ASTM D5329	Pass
Softening Point	ASTM D36	180°F (82°C) minimum
Ductility @ 77°F (25°C)	ASTM D113	30 cm minimum
Tensile Adhesion	ASTM D5329	400% minimum
Viscosity @ 400°F (204°C)	Brookfield	100 Poise maximum
Recommended Application Temperature	ASTM D5167	380-400°F (193-204°C)*
Maximum Heating Temperature	ASTM D6690	400°F (204°C)

*Temperature of product measured at pavement surface. Use highest Recommended Application Temperature in cool weather.

*Prolonged heating at or above Recommended Application Temperature may severely damage product.

PACKAGING Material is packaged in cardboard boxes sized to accommodate a maximum of 40 lb (18.0 kg). Material contained in each box is wrapped in a quick melt liner which is dissolved and incorporated into the melted product. Standard packaging is 30 lb (13.6 kg) per box, palletized 75 boxes per pallet with an approximate net weight of 2,250 lb (1,021.0 kg). Pallets are moisture protected with a plastic wrapping and bound with a minimum of two layers of UV resistant stretch wrap.

For additional information contact:



Superior Supply

Asphalt & Concrete Restoration Products

Toll-free 888.268.9599

superiorsupplyinc.com

PERFORMANCE Temperature fluctuations, site conditions, surface preparation, traffic, installation technique, material selection, shape factor and surface treatment compatibility influence the effectiveness and useful life of Pavement Preservation treatments. Consider and monitor each element for optimum results. Purchaser and end user should determine applicability for use in their specific conditions.

WARRANTY Manufacturer warrants that these products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, manufacturer shall not be responsible for improperly applied or misused products. Remedies against manufacturer, as agreed to by manufacturer, are limited to replacing nonconforming product or refund (full or partial) of purchase price from manufacturer. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by manufacturer, whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow manufacturer recommendations for product installation.**



DESCRIPTION DEERY 200 is a hot applied, single component, elastically modified composition of asphalt cement, virgin synthetic polymer, recycled rubber, and other modifiers. The sealant contains no solvent, is pre-reacted and conforms to the requirements of the specification designated herein and conforms to the requirements of many state DOT specifications. VOC=0 g/l

USE DEERY 200 is a moderately high viscosity pavement preservation sealant intended for highway, street and aviation applications for sealing longitudinal and transverse joints and random cracks in Asphalt or Concrete pavements where use of high levels of recycled material is desirable. Properly installed, DEERY 200 is an effective barrier against damage from debris and moisture infiltration into cracks and joints within regions experiencing moderate high and moderate low pavement temperatures.

HEATING Sealant shall be heated in a hot-oil jacketed melter capable of constant mechanical agitation and equipped with a calibrated thermometer to monitor sealant temperature. Material shall be heated to and maintained at Recommended Application Temperature during use. Material can be cooled and then reheated, but only if prolonged heating is avoided. Prolonged heating at or above Recommended Application Temperature may severely damage product. If overheating damage occurs, immediately drain machine completely and refill with new material.

APPLICATION DEERY 200 is pre-reacted and can be applied immediately after heating to Recommended Application Temperature. With pavement temperature at 40°F (4°C) or higher, place material into clean, dry crack or prepared reservoir by means of a hand-held pour pot, wheeled push bander or wand applicator. Squeegee any excess sealant tight to pavement surface. Pavement may be warmed to 40°F (4°C) or higher with a Hot Air Lance.

PROPERTIES of DEERY 200

When sampled and heated to maximum heating temperature in accordance with ASTM D5167

TEST	METHOD	SPECIFICATION
Cone Penetration @ 77°F (25°C)	ASTM D5329	45 dmm maximum
Flow @ 140°F (60°C)	ASTM D5329	3.0 mm maximum
Resilience @ 77°F (25°C)	ASTM D5329	30% minimum
Asphalt Compatibility	ASTM D5329	Pass
Softening Point	ASTM D36	210°F (99°C) minimum
Ductility @ 77°F (25°C)	ASTM D113	30 cm minimum
Viscosity @ 400°F (204°C)	Brookfield	100 Poise maximum
Recommended Application Temperature	ASTM D5167	380-400°F (193-204°C)*
Maximum Heating Temperature	ASTM D6690	400°F (204°C)

*Temperature of product measured at pavement surface. Use highest Recommended Application Temperature in cool weather.
 *Prolonged heating at or above Recommended Application Temperature may severely damage product.

PACKAGING Material is packaged in cardboard boxes sized to accommodate a maximum of 40 lb (18.0 kg). Material contained in each box is wrapped in a quick melt liner which is dissolved and incorporated into the melted product. Standard packaging is 30 lb (13.6 kg) per box, palletized 75 boxes per pallet with an approximate net weight of 2,250 lb (1,021.0 kg). Pallets are moisture protected with a plastic wrapping and bound with a minimum of two layers of UV resistant stretch wrap.

For additional information contact:



Superior Supply

Asphalt & Concrete Restoration Products

Toll-free 888.268.9599
 superiorsupplyinc.com

PERFORMANCE Temperature fluctuations, site conditions, surface preparation, traffic, installation technique, material selection, shape factor and surface treatment compatibility influence the effectiveness and useful life of Pavement Preservation treatments. Consider and monitor each element for optimum results. Purchaser and end user should determine applicability for use in their specific conditions.

WARRANTY Manufacturer warrants that these products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, manufacturer shall not be responsible for improperly applied or misused products. Remedies against manufacturer, as agreed to by manufacturer, are limited to replacing nonconforming product or refund (full or partial) of purchase price from manufacturer. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by manufacturer, whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow manufacturer recommendations for product installation.**



420 N. Roosevelt Ave. • Chandler AZ 85226
 1-800-528-8242 • (602) 276-0406 • FAX (480) 961-0513
 www.crafco.com

DESCRIPTION DEERY 220 is a hot applied, single component, elastically modified composition of asphalt cement, virgin synthetic polymer, recycled rubber, and other modifiers. The sealant contains no solvent, is pre-reacted and conforms to the requirements of the specification designated herein and conforms to the requirements of many hot climate specifications. VOC=0 g/l.

USE DEERY 220 is a moderately high viscosity pavement preservation sealant intended for highway, street and aviation applications for sealing longitudinal and transverse joints and random cracks in Asphalt or Concrete pavements where use of a firm material containing high levels of recycled material is desirable. Properly installed, DEERY 220 is an effective barrier against damage from debris and moisture infiltration into cracks and joints within regions experiencing high and moderate pavement temperatures.

HEATING Sealant shall be heated in a hot-oil jacketed melter capable of constant mechanical agitation and equipped with a calibrated thermometer to monitor sealant temperature. Material shall be heated to and maintained at Recommended Application Temperature during use. Material can be cooled and then reheated, but only if prolonged heating is avoided. Prolonged heating at or above Recommended Application Temperature may severely damage product. If overheating damage occurs, immediately drain machine completely and refill with new material.

APPLICATION DEERY 220 is pre-reacted and can be applied immediately after heating to Recommended Application Temperature. With pavement temperature at 40°F (4°C) or higher, place material into clean, dry crack or prepared reservoir by means of a hand-held pour pot, wheeled push bander or wand applicator. Squeegee any excess sealant tight to pavement surface. Pavement may be warmed to 40°F (4°C) or higher with a Hot Air Lance.

PROPERTIES of DEERY 220

When sampled and heated to maximum heating temperature in accordance with ASTM D5167

TEST	METHOD	SPECIFICATION
Cone Penetration @ 77°F (25°C)	ASTM D5329	30 dmm maximum
Flow @ 140°F (60°C)	ASTM D5329	3.0 mm maximum
Resilience @ 77°F (25°C)	ASTM D5329	20% minimum
Asphalt Compatibility	ASTM D5329	Pass
Softening Point	ASTM D36	220°F (104°C) minimum
Ductility @ 77°F (25°C)	ASTM D113	20 cm minimum
Viscosity @ 400°F (204°C)	Brookfield	100 Poise maximum
Recommended Application Temperature	ASTM D5167	380-400°F (193-204°C)*
Maximum Heating Temperature	ASTM D6690	400°F (204°C)

*Temperature of product measured at pavement surface. Use highest Recommended Application Temperature in cool weather.

*Prolonged heating at or above Recommended Application Temperature may severely damage product.

PACKAGING Material is packaged in cardboard boxes sized to accommodate a maximum of 40 lb (18.0 kg). Material contained in each box is wrapped in a quick melt liner which is dissolved and incorporated into the melted product. Standard packaging is 30 lb (13.6 kg) per box, palletized 75 boxes per pallet with an approximate net weight of 2,250 lb (1,021.0 kg). Pallets are moisture protected with a plastic wrapping and bound with a minimum of two layers of UV resistant stretch wrap.

For additional information contact:



Superior Supply

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superiorsupplyinc.com

PERFORMANCE Temperature fluctuations, site conditions, surface preparation, traffic, installation technique, material selection, shape factor and surface treatment compatibility influence the effectiveness and useful life of Pavement Preservation treatments. Consider and monitor each element for optimum results. Purchaser and end user should determine applicability for use in their specific conditions.

WARRANTY Manufacturer warrants that these products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, manufacturer shall not be responsible for improperly applied or misused products. Remedies against manufacturer, as agreed to by manufacturer, are limited to replacing nonconforming product or refund (full or partial) of purchase price from manufacturer. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by manufacturer, whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow manufacturer recommendations for product installation.**



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