

YAVAPAI COUNTY CONTRACT BETWEEN YAVAPAI COUNTY

AND _____

Contract # _____

This Yavapai County Contract (hereinafter this "Contract") is entered into by and between Yavapai County, a political subdivision of the State of Arizona (hereinafter the "County") and _____, a(n) _____ corporation/limited liability company (hereinafter the "Contractor"). County and Contractor may each be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, on June 30, 2026, the County issued an Invitation for Bid, Solicitation No. 26-PW-62 ("IFB" or "Solicitation"); and,

WHEREAS, upon evaluation of the Bids as submitted, the County, upon a determination that Contractor is a Responsible Bidder whose Bid conforms to the requirements as set forth in the IFB and is the most advantageous to the County concerning price and conformity to the Specifications; and,

WHEREAS, County has authorized an Award to Contractor and approved the execution of this Contract; and,

WHEREAS, County and Contractor desire to enter into this Contract.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor, intending to become legally bound, hereto agree as follows:

1. **Term.** The Contractor will complete the work within Thirty-One (31) Working Days after the date of the written notice to proceed, subject to such extensions of time as are provided by a fully executed amendment.
 - a. **Commencement.** The Contractor shall commence work on or before the tenth (10th) calendar day from the date specified in the Notice to Proceed. All work under the Contract shall be completed within the period of time specified in the Contract. The County reserves the right to issue Notice to Proceed at any time between zero (0) and sixty (60) Days after contract Award. Notice to Proceed will be issued not later than sixty (60) calendar Days after the Contract has been awarded, unless otherwise agreed upon in writing, or as may be specified in the Contract. In addition, the Contractor shall not commence work until all required documents, bonds, and schedules have been received and approved by the County. These submittals will not affect the issuance of Notice to Proceed by the County.

- b. Cancellation for Conflict of Interest.** County may cancel this Contract pursuant to A.R.S. § 38-511 for conflict of interest.
- c. Cancellation for Convenience.** County reserves the right to immediately cancel this Contract without penalty or recourse, in whole or in part, when County determines cancellation to be in the best interests of County. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable Contract pricing for authorized work in progress, authorized work completed, and materials accepted before the effective date of the cancellation.
- d. Cancellation for Non-performance or Contractor Deficiency.** County reserves the right to cancel the whole or any part of this Contract due to failure by the Contractor to carry out any obligation, term, or condition of this Contract. County may issue a written deficiency notice to Contractor for any material violation of this Contract, including, but not limited to, the following:
 - i. Failing to comply with the accepted terms and conditions of this Contract.
 - ii. Providing material that does not meet the Specifications of this Contract.
 - iii. Providing work and/or material that was not awarded under this Contract.
 - iv. Failing to adequately perform the services set forth in the scope of work.
 - v. Failing to complete required work or furnish required materials within a reasonable amount of time.
 - vi. Failing to make progress in performance of this Contract and/or giving County reason to believe that Contractor will not or cannot perform the requirements of this Contract.
 - vii. Performing work or providing services under this Contract prior to receiving a County approved purchase order for such work.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) Days to provide a satisfactory response to County to adequately address all issues of concern. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation, all goods, materials, and work paid for by County, along with documents, data, and reports prepared by Contractor under this Contract shall become the property of County.

- e. Continuation of Performance.** Contractor shall continue to perform in accordance with the requirements of this Contract, up to the date of cancellation and as directed in the cancellation notice.
- f. Cancellation for Improper Conduct.** County may cancel this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any employee or official of County with a view toward securing a Contract or with respect to the performance of this Contract. Paying the expenses of normal business meals shall be in accordance with Federal rules and County's policy regarding gratuities. Samples of software, equipment, or hardware provided to County for demonstration or evaluation are not considered gratuities.
- g. Cancellation for Lack of Appropriation.** Every payment obligation under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not appropriated or allocated and

available for the continuance of this Contract, this Contract may be terminated at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and no party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

- h. Contract Award and Contract Documents.** This Contract awards a Contract under Solicitation No. 26-PW-62, Any contracts or Contracts and other non-conforming and non-compliant documents submitted with Contractor's Bid are not accepted and do not apply to this Contract or the Contract Order of Precedence. Only the following documents as attached hereto are incorporated herein and made a part of this Contract:

- i. This Contract and any amendments or modifications to this Contract.
- ii. Solicitation No. 26-PW-62; and
- iii. Contractor's proposal.

2. Subcontracts and Amendments.

- a. Amendments.** This Contract may be modified only through a written amendment. Changes to this Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by any unauthorized County employees or agents or made unilaterally by Contractor are violations of this Contract. Such changes, including unauthorized written Contract Amendments, shall be void and without effect. This Contract may be amended by County at any time to bring this Contract into compliance with applicable local, state, and federal laws and regulations.

- b. Subcontracts.** Contractor shall not enter into any Subcontract under this Contract without the advance written approval of Solicitation Contact Person. The Subcontract shall require the subcontractor to comply with the terms and conditions of this Contract. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or contracts, or of his right, title, or interest therein, without written consent of the Contracting Agency. Subcontracts shall be in accordance with, and the Contractor shall be bound by the following provisions:

- i. All Subcontracts shall be subject to the approval of the County or engineer.
- ii. All Subcontracts shall be in writing and shall provide that all work to be performed there under shall be performed in accordance with the terms of the Contract.
- iii. Subcontractors shall conform to the regulations governing employment of labor.
- iv. The subcontracting of any portion of the work will in no way release the Contractor of his liability under the Contract and bonds.

All subcontractors and purchase orders for equipment shall state and establish guaranteed delivery dates, at such times as determined by the Contractor, that will allow the Contractor to complete the project within the Contract time.

- c. Assignment and Delegation.** Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of Solicitation

Contact Person.

3. **Contract Order of Precedence.** Solicitation No. 26-PW-62 Contractor's Bid, and amendments to this Contract, if any, are incorporated into this Contract by reference and made a part of this Contract to the same extent as if set forth herein in full. In the event of conflicts or discrepancies among this Contract and any amendments, interpretations will be based on the following priorities in the following order:

- i. Amendments and/or modifications to this Contract;
- ii. This Contract;
- iii. Solicitation No. 26-PW-62; and
- iv. Contractor's proposal.

4. **Basic obligations of the Parties.**

- a. County agrees to pay Contractor in accordance with Contractor's Bid and its representations and warranties in Solicitation No. 26-PW-62, and this Contract in an amount not to exceed _____ Dollars (\$ _____), "Contract Price". All on-going costs and expenses are the sole responsibility of Contractor.
- b. Retention shall be in accordance with A.R.S. § 34-221.
- c. County agrees to pay Contractor in installments after delivery of goods and/or services in accordance with approved invoices that list the specific items being billed, purchase order number, and Solicitation Number and/or Contract number. Taxes shall be listed separately from the item cost.
- d. Contractor shall provide the services identified in Contractor's Bid.

5. **Notices.** All notices required or permitted to be given under the terms of this Contract shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) Business Days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

If to County to:
Yavapai County Public Works
Attn: Public Works Director
1100 Commerce Drive
Prescott, AZ 86305

If to Contractor to:

Attn: _____

The Parties shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Parties.

6. Dispute Resolution, Governing Law, and Venue.

- a. Governing Law.** This Contract is governed by and construed in accordance with the laws of the State of Arizona.
- b. Venue.** The parties agree that any dispute related to this Solicitation or Contract shall be brought in Yavapai County Superior Court.
- c. Alternative Dispute Resolution.** In the event of any dispute, County and Contractor will immediately attempt to resolve the dispute prior to taking formal action. Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

7. Contractual Remedies. The contractual remedies specified below are not meant to be inclusive of all remedies afforded to the parties according to law or as may be supplemented by this Contract.

- a. Right to Assurance.** If the County in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the County may demand in writing that the Contractor gives a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the County's option, be the basis for terminating the Contract.
- b. Stop Work Order.**
 - i.** County may, at any time, by written order to Contractor, require Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) Days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - ii.** If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. Solicitation Contact Person shall make an equitable adjustment in the delivery schedule or Contract price, or both, and this Contract shall be amended in writing accordingly.
- c. Nonconforming Tender.** Products and materials supplied under this Contract shall fully comply with this Contract. The delivery of products and materials or a portion thereof in an installment that do not fully comply with this Contract constitutes a material breach of Contract. On delivery of nonconforming materials, County may terminate this Contract or pursue any other right or remedy available to it.
- d. Right to Offset.** County shall be entitled to offset against any sums due Contractor, for any expenses, costs, or damages incurred by County as a result of Contractor's nonconforming performance or failure to perform this Contract.

e. **Non-exclusive Remedies.** The rights and the remedies of the parties under this Contract are not exclusive.

f. **Force Majeure.** Except for payment of sums due for contracted goods or services actually provided, a party shall not be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. As used in this Contract, the term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault, negligence, or reasonable diligence. Force Majeure includes acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; pandemics; epidemics; viral or communicable disease outbreaks; quarantines; riots; power failures; computer failure and any such circumstances beyond a Party's reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software), or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental emergency action; changes to applicable laws and regulations; or inability to obtain labor, material, equipment or transportation. Force Majeure shall not include the following occurrences:

- i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- ii. Late performance by a subcontractor unless the delay arises out of a Force Majeure as defined in this Contract.
- iii. Inability of either Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

If delayed in the progress of work by Force Majeure, the delayed party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition and estimate the time for performance; and, if practicable, (b) use commercially reasonable efforts to remove any such causes and resume performance under this Contract.

g. **Unreasonable Delays.** The parties shall negotiate for the recovery of damages related to expenses incurred by Contractor for a delay for which County is responsible, which is unreasonable under the circumstances, and which was not within the contemplation of the parties to this Contract pursuant to A.R.S. § 34-221(F).

8. **Liquidated Damages:** It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the County to complete the work to the satisfaction of the County and within the aforesaid time limits, the County may deduct from any money due, or which may become due the Contractor, as Liquidated Damages, an amount as fixed by the following schedule:

WORK ITEM	LIQUIDATED DAMAGES
All work that is not complete within the above specified time.	\$570.00 per day

If no money shall be due the Contractor, the County shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, Liquidated Damages as fixed

by the above schedule; said deduction to be made, or said sum to be recovered, not as a penalty, but as Liquidated Damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the County, the County may extend the period hereinafter specified for the completion of said work in accordance with the Specifications and in such case, the Contractor shall become liable for said Liquidated Damages for delays commencing from date said extension period shall expire.

9. **Relationship of Parties.** Nothing contained in this Contract shall be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary relationship between the Parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Contract, be entitled nor eligible, by reason of this Contract, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither Party shall be liable for any debts, accounts, obligations nor be responsible for other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees. County shall have no contractual relationship with any subcontractor.

10. **Payment.**

- a. **Contractor Invoice.** Contractor shall invoice County after delivery of goods and/or services. All invoices shall list the specific items being billed, purchase order number, and Solicitation Number and/or Contract number. Taxes shall be listed separately from the item cost. Contractor shall send invoices as directed to Solicitation Contact Person.
- b. **Contractor Payment.** Upon approval, County shall issue payment to Contractor after receipt and approval of an invoice. Payment terms are net forty-five (45) Days from receipt of Contractor's invoice.
- c. **IRS W-9.** Contractor shall have a current I.R.S. W-9 Form on file with County to receive payment under this Contract.
- d. **Correct Billing.** Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, Contractor must correct invoices resulting in excess charges, no matter the cause of the error or the delay in noticing error. Any excess payment must be returned to County within the time allowed by law, in the form of a check or credit memo, as determined by County.
- e. **Progress Payments.** County shall make progress payments in full compliance with A.R.S. § 34-221(C) and any and all other applicable rules and regulations. Contractor shall comply with A.R.S. § 34-221(G) and all other applicable rules upon receipt of progress payments.

11. **Product Changes.**

- a. **Current Products.** Contracts shall be for materials and equipment in current production at the time the Bid is submitted.

- b. Discontinued Products.** If a product or model is discontinued by the manufacturer, Contractor may request to replace the discontinued product with an acceptable alternate. County may require satisfactory evidence that the product has been discontinued, that the proposed alternate meets or exceeds the Contract Specifications, and that the price of the proposed alternate is equal to or less than that of the discontinued product. County, in its sole and absolute discretion, may approve the request by issuing notice to Contractor or a Contract amendment. Upon approval by County, Contractor shall make available electronic price lists/catalog updates at no additional cost to County.

12. Risk and Liability

- a. Risk of Loss.** Contractor shall bear all loss of conforming material covered under this Contract. Mere provision of goods or services does not constitute acceptance. The risk of loss for nonconforming materials shall remain with Contractor regardless of delivery.
- b. Indemnification.** To the fullest extent permitted by law, Contractor (as "Indemnitor") hereby agrees to defend, indemnify, and hold harmless Yavapai County and its departments, agencies, officers, officials, agents, employees, and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including, but not limited to, court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused as a direct or indirect result of any acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors, regardless of whether or not such Claims are caused in part by a Party indemnified hereunder. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Contractor shall not be obligated to defend Indemnitee against any Claims or indemnify Indemnitee resulting solely from the negligence or willful misconduct of Indemnitee and not in any way resulting from any act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. Contractor agrees to waive all rights of subrogation against Yavapai County, its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from the work performed by Contractor for Yavapai County. This indemnification shall survive the termination of this Agreement. If this Contract is subject to the limitations of A.R.S. §§ 34-226 or 41-2586, the agreement to indemnify, defend and hold harmless shall not be construed to require more indemnification than is allowed by those statutes.

This indemnification shall survive the termination of this Contract.
Any insurance, its limits, amount, and type required herein to be maintained by Contractor shall in no way be construed as limiting the scope of this Indemnity.

13. Shipping and Delivery.

- a. Shipping Terms.** Prices shall be F.O.B. Destination to the delivery location(s) designated by The County. Contractor shall retain title and control of all goods until they are delivered, and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The County will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspections. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
- b. Shipping Charges.** County shall have no responsibility for cost of shipping unless specified in the Special Requirements of Solicitation, if any.
- c. Shipping Errors/Risk of Transportation.** Shipping errors will be at Contractor's expense. All risk of transportation and all related charges shall be Contractor's responsibility.

14. Taxes.

- a. Payment of Taxes.** County is responsible for payment of all taxes listed on the invoice except as otherwise outlined herein. Contractor is responsible for collecting such taxes and forwarding all taxes to the proper revenue office.
- b. Unit Prices.** Prices shall include applicable state and local taxes and will be paid by County.
- c. Federal Excise Tax.** County is exempt from paying federal excise tax.
- d. Property Taxes.** County is exempt from property taxes.
- e. State and Local Transaction Privilege (Sales) Taxes.** County is subject to applicable state and local transaction privilege taxes. Failure to collect taxes from County does not relieve Contractor from its obligation to remit taxes to the proper revenue office.
- f. Tax and Withholding Indemnification.** Contractor and all subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by Contractor or subcontractors. Contractor shall hold County harmless and shall require its subcontractors to hold County harmless from any responsibility for taxes and contributions required under federal and/or state and local laws and regulations, including transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation.

- 15. Time of the Essence.** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the County using an acknowledgment of receipt of order and intent to perform without delay for instruction. The County reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s), or damages(s) incurred as a result of delay.

16. Warranty and Quality Guarantees.

- a. Fitness.** Contractor warrants that all equipment, material, and services supplied to County shall fully conform to all requirements of this Contract and all representations of Contractor and shall be fit for all purposes and uses required by this Contract.
- b. Inspection.** Contractor's warranties and certifications set forth in this Solicitation shall not be affected by inspection, testing, or payment for the equipment, materials, or services by County.
- c. Quality.** Unless otherwise specified in the Special Requirements of Solicitation, Contractor warrants that for life of this Contract, including the initial term and subsequent extensions, the equipment, materials, and services provided shall be:

 - i. Of a quality to pass without objection in the industry or trade normally associated with them;
 - ii. Fit for the intended purposes for which they are used;
 - iii. Of even kind, quantity, and quality within each unit and among all units, within the variations permitted by this Contract;
 - iv. Adequately contained, packaged, and marked as this Contract may require; and
 - v. In conformance with the written promises or affirmations of fact made by Contractor.
- d. Compliance with Applicable Laws.** The equipment, materials, and services supplied under this Contract shall comply with all applicable federal, state, and local laws, and Contractor shall maintain all applicable licenses and permits.
- e. Warranty Requirements.** Contractor warrants that all equipment, materials, and services delivered under this Contract shall conform to the Specifications of this Solicitation.
- f. No Liens.** Contractor warrants that the materials supplied under this Contract are free of liens.
- g. Survival of Rights and Obligations.**

 - i. Contractor's Representations and Warranties. All representations and warranties made by Contractor under this Contract shall survive the expiration or termination of this Contract.
 - ii. Contractor shall, in accordance with all terms and conditions of this Contract, fully perform and comply with all purchase orders received by Contractor prior to the expiration or termination of this Contract, unless otherwise directed in writing by Solicitation Contact Person.
 - iii. The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the County, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the County, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to County's satisfaction within a reasonable period of time, County may

correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of Contract actions or otherwise or reduce or eliminate any legal or equitable remedies.

17. **Third Parties.** Nothing in this Contract shall be deemed to create any right in any person not a Party hereto. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against County or Contractor. This Contract is not intended to benefit any third party.
18. **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated herein.
19. **Assignment.** No Party to this Contract may assign any of its rights or responsibilities under this Contract, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Party. No Party may delegate any performance under this Contract, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void.
20. **Waiver.** A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Contract is neither a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this Contract. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this Contract shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.
21. **Headings and Construction of Contract.** In construing this Contract, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Contract or considered a part of this Contract. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm, or association.
22. **Fair Meaning.** This Contract is intended to express the mutual intent of the Parties and shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.
23. **Compliance with Law.** The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Contract, including environmental laws.
24. **Material Change in Law or Regulation.** In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Contract or the relationship among the Parties hereto, either Party may propose amendments to this Contract to bring this Contract into conformity with such laws. If County and Contractor are unable to reach Contract on the renegotiation of this Contract within thirty (30) Days of the initiation of negotiations, then either Party may terminate this Contract upon written notice to the other

Party.

25. Severability/Unenforceable Provisions. In the event that any of the provisions of this Contract are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected, and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Contract are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.

26. State and Federal Terms.

a. Immigration Law Compliance. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach of this Contract, and County shall have the right to terminate this Contract for such a breach, in addition to any other applicable remedies. County retains the legal right to inspect the papers of each Contractor or subcontractor employee who performs work pursuant to this Contract to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

b. Prohibition of Boycott of Israel. If Contractor engages in for-profit activity and has ten or more employees, and if this Contract has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel as defined by A.R.S. § 35-393 et seq. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

c. Certification Pursuant to A.R.S. § 35-394. Contractor certifies that it does not currently, and agrees for the duration of this Contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any Contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of this Contract that Contractor is not in compliance with the written certification, Contractor shall notify County within five (5) Business Days after becoming aware of the noncompliance. If Contractor does not provide County with a written certification that Contractor has remedied the noncompliance within 180 Days after notifying County of the noncompliance, this Contract terminates, except that if this Contract termination date occurs before the end of the remedy period this Contract terminations on this Contract termination date.

d. Americans With Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

27. **Waiver of Jury Trial.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Contract.
28. **Parol Evidence.** This Contract is intended by the Parties as a final and complete expression of their Contract. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Contract.
29. **Entire Contract.** This Contract and any Exhibits contain the entire, integrated Contract of the Parties and there are no oral Contracts, understandings, or representations relied upon by the Parties. This Contract supersedes and merges all prior negotiations, representations, or Contracts, whether written or oral. Any modifications or amendments to this Contract must be in writing and signed by all Parties.
30. **Counterparts and Electronic Signatures.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Contract on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Contract, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same Contract.
31. **Legal Contract.** This Contract is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. Each Party acknowledges that it understands the meaning of all terms contained herein and agrees to their application and enforceability. Each Party acknowledges and represents that it is duly organized, validly existing, and in good standing, and has the right, power, and authority to enter into this Contract and bind itself hereto through the person set forth as signatory for the Party below. The person signing this Contract represents and warrants that he or she is duly authorized and has the legal capacity to execute this Contract.
32. **Bond Requirements.** Bond requirements are as follows:
- a. **Performance Bond.** A performance bond on the part of Contractor for 100 percent (100%) of the Contract price. A "performance bond" is one executed in connection with the Contract to secure fulfillment of all Contractor's requirements under the Contract. Performance bond shall comply with A.R.S. § 34-222 and all other applicable legal requirements.
 - b. **Payment Bond.** A payment bond on the part of Contractor for 100 percent (100%) of the Contract price. A "payment bond" is one executed in connection with the Contract to assure payment as required by law of all persons supplying labor and

material in the execution of the work provided for in the Contract. Payment bond shall comply with A.R.S. § 34-223 and all other applicable legal requirements.

- 33. Insurance.** Contractor shall procure and maintain, until all its obligations under this Contract have been fully discharged, comprehensive insurance against claims for injury to persons or damage to property which may arise from or in connection with the work performed and material delivered by Contractor or subcontractors. Contractor must have worker's compensation insurance unless excepted by Arizona law. The insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in this Solicitation or this Contract.

- a. Insurance Coverage.** Unless other coverages or amounts are specified in the Special Requirements of Solicitation, Contractor shall provide coverages with limits of liability not less than the following:

i. Commercial General Liability – Occurrence Form.

Policy shall include bodily injury, property damage, ongoing and completed operations, and broad form contractual liability.

General Aggregate	\$4,000,000
Products –Complete Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

The policy shall be endorsed to include the following additional insured language: "The County of Yavapai shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, Contractor."

Commercial General Liability Additional Insured Endorsement shall include Contractor's ongoing and completed operations.

Policy shall contain a waiver of subrogation endorsement in favor of the County of Yavapai and its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of Contractor.

Contractor's subcontractors shall be subject to the same minimum requirements identified above. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificate of insurance and endorsements for each subcontractor.

ii. Business Automobile Liability.

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall contain, or be endorsed to contain, the County of Yavapai as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, Contractor, including automobiles owned, leased, hired, or

borrowed by Contractor.

Contractor's subcontractors shall be subject to the same minimum requirements identified in this section. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

iii. Worker's Compensation and Employers' Liability.

Workers' Compensation Statutory

Employers' Liability

Each Accident

\$1,000,000

Disease – Each Employee

\$1,000,000

Disease – Policy Limit

\$1,000,000

Policy shall contain a waiver of subrogation endorsement in favor of the County of Yavapai and its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of Contractor.

This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Contractor's subcontractors shall be subject to the same minimum requirements identified in this section. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

b. Additional Insurance Requirements. The policies shall include, or be endorsed to include the following provisions:

- i. Contractor's insurance coverage shall be primary insurance and include Contractor's ongoing and completed operations.
- ii. Any insurance carried by the County of Yavapai shall be excess and non-contributory with respect to all other available sources.

c. Notice of Cancellation. For each insurance policy required by these insurance provisions, Contractor shall provide to County, within two (2) Business Days of receipt, a notice if a policy is suspended, voided, canceled, reduced in coverage, or endorsed to lower limits. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to Solicitation Contact Person.

d. Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A-VII. County in no way warrants that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

e. Verification of Coverage. Contractor shall furnish County with certificates of insurance (ACORD) form or equivalent. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its

behalf.

- i. All certificates and endorsements are to be received and approved by County before work commences. Each insurance policy required must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of Contract.
 - ii. All certificates required by this Contract shall have "Yavapai County and its departments, agencies, officers, officials, agents, employees, and volunteers" and 1015 Fair Street, Prescott, AZ 86305 as "Certificate Holder" and be sent directly to Solicitation Contact Person. The Yavapai County project/Contract number and project description shall be noted on the certificate of insurance. County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
 - f. **Subcontractors.** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. County reserves the right to require, at any time throughout the life of this Contract, proof from Contractor that its subcontractors have the required coverage.
34. **Safety.** Contractor, at its own expense and at all times, shall take all reasonable precautions to protect persons and County property or other loss, damage, or injury resulting from the activities of Contractor, including its employees and subcontractors. Contractor shall comply with all applicable federal, state, and local government laws, regulations, and job safety requirements, including the Occupational Safety and Health Act.
35. **Licenses.** Contractor shall maintain in current status all federal, state, and local licenses, bonds, and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all laws, ordinances, and regulations pertaining to the lawful provision of services under this Contract. County reserves the right to stop work and/or cancel this Contract of any Contractor who fails to obtain any required permits or regulatory approvals or whose license(s) expire, lapse, are suspended, or are terminated.
36. **Non-Discrimination.** The Contractor shall comply with Arizona State Executive Order 2009-09, and 2023-01, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or

expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing the Contract or subcontract.

APPROVALS

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized officials and have affixed their signatures to this Contract on the date written below.

County: Yavapai County, a political subdivision of the State of Arizona

L B Compton, Chair
Yavapai County Board of Supervisors

Date: _____

ATTEST:

Jayme Rush, Clerk of the Board
Yavapai County Board of Supervisors

Date: _____

Contractor: _____, _____ corporation/limited liability
company

Signature of Authorized Agent

Date: _____

Printed Name and Title

Sample Documents



YAVAPAI COUNTY
PUBLIC WORKS
ROGER McCORMICK, Director
www.yavapaiaz.gov/publicworks

1100 Commerce Drive
Prescott, AZ 86305
928-771-3183

4000 W. Cherry Creek Road
Camp Verde, AZ 86322
928-567-7728

10 South 6th Street, 1st Floor
Cottonwood, AZ 86326
928-567-7730

CONTRACT PERFORMANCE WARRANTY

I, _____, representing _____, do hereby warrant and guarantee the work performed for **EPOXY CHIP SEAL BRIDGE DECK PRESERVATION PROJECT (FY 26-27) IN YAVAPAI COUNTY, ARIZONA - PROJECT #2612121**, for a period of two years from completion of said work.

Said work shall be performed in a professional and workmanlike manner, consistent with industry standards and the contract documents, and shall be free from defects which would cause the work not to perform in its intended manner until **[DATE]**.

CONTRACTOR

(Signature/Official Title)
[ADDRESS]
[PHONE]
[EMAIL]

Date

Sample Documents



PAYMENT BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____,
_____, (hereinafter called the Principal), as Principal,

and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with
its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona
issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Yavapai County (hereinafter called the
Obligee) in the amount of (100% of Contract Amount) _____ dollars
(\$ _____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrator,
executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for **EPOXY CHIP SEAL BRIDGE
DECK PRESERVATION PROJECT (FY 26-27) IN YAVAPAI COUNTY, ARIZONA - PROJECT #2612121**, which contract is
hereby referred to and made a part hereof, as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies
due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided
for in the contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona
Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of
Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorney fees that may be
fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

Principal _____ Seal _____

Surety _____ Seal _____

Agency of Record _____

Arizona Countersignature _____

Address _____

Phone Number _____

By: _____

By: _____

Agency Address _____



STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____,
_____, (hereinafter called the Principal), as Principal,
and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Yavapai County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for **EPOXY CHIP SEAL BRIDGE DECK PRESERVATION PROJECT (FY 26-27) IN YAVAPAI COUNTY, ARIZONA - PROJECT #2612121**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorney fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

Principal Seal

Surety Seal

Agency of Record

Arizona Countersignature

Address

Phone Number

By:

By:

Agency Address

APPLICATION AND CERTIFICATE FOR PAYMENT

SAMPLE

TO: (OWNER)
YAVAPAI COUNTY
BOARD OF SUPERVISORS
1100 Commerce Drive
Prescott, Arizona 86305

FROM: (CONTRACTOR)

PROJECT # & LOCATION:
APPLICATION / INVOICE #:
CONTRACT DATE:

DATE:
BILLING PERIOD:

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner TOTAL		ADDITIONS	DEDUCTIONS
Approved this month			
C.O. #	Date		
TOTALS			
Net Change By Change Orders : \$			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for sub-contractors for work which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

AUTHORIZATION FOR PAYMENT

Public Works Director: _____ Date: _____
Project Engineer: _____ Date: _____
Project Manager: _____ Date: _____
Processed By: _____ Date: _____

Application is made for Payment, as shown, in connection with the Contract.
(Continuation sheet is attached)

1. ORIGINAL CONTRACT AMOUNT _____
2. Net change by Change Orders _____
3. CONTRACT AMOUNT TO DATE
(Line 1 V 2) _____
4. TOTAL COMPLETED AND STORED TO DATE _____
5. RETAINAGE 10% _____
5% _____
- 5A. ADD RETAINAGE RELEASE @50% COMPLETION _____

TOTAL RETAINAGE _____

- Securities in Lieu of Retention to be Posted
6. TOTAL EARNED LESS RETAINAGE _____
(Line 4 less Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) _____
 8. CURRENT PAYMENT DUE _____
 9. BALANCE TO FINISH, PLUS RETAINAGE
(Line 3 less Line 6) _____

Contractor _____ Date _____
State of : Arizona County of: Yavapai
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public: _____
My commission expires: _____ SEAL

SAMPLE

CONTRACTOR:

Item #	Description	Bid Qty	Type	Unit Bid Price	Contract Amount	Approved Change Order Qty (**Note)	Approved Change Order Amount	Total Prior Quantity	Quantities Current	Quantities to Date	Cost Current	Cost to Date	% Complete
101	Excavation	394	CY	10.00	3,940.00			97.0	100.	197.0	\$1,000.00	\$1,970.00	50%
102	Removals	1	L.S	5,000.00	5,000.00				1.0	1.0	\$5,000.00	\$5,100.00	100%
Totals					\$8,940.00						\$6,000.00	\$7,070.00	79%

**** Any overages/reductions in quantities must be submitted on official change order request document for approval from the Project Management Director. Change Orders will not be processed for payment until approval from the Yavapai County Project Manager followed by official approval from the Yavapai County Board of Supervisors is obtained.**

Project Name/Description (Contractor Name)					SAMPLE									
Change Order Request Form														
Item	Description	Qty	Type	Unit	Contract Amount	Qty	CO #1	CO #1(\$)	Qty	CO #2	CO #2 (\$)	Total Qty	Total	Revised Contract
1	Traffic Control	1	LS	4,000.00	4,000.00			0.00			0.00	0.0	0.00	4,000.00
2	Excavation	394	CY	10.00	3,940.00			0.00	200.0		2,000.00	200.0	2,000.00	5,940.00
3	Removals	1	LS	5,000.00	5,000.00			0.00			0.00	0.0	0.00	5,000.00
4	Relocate Valve Boxes	3	Ea	800.00	2,400.00			0.00			0.00	0.0	0.00	2,400.00
5	Install New Curb/Gutter	432	LF	15.00	6,480.00	279.5		4,192.50			0.00	279.5	4,192.50	10,672.50
6	Install New Embankment/Spill	2	Ea	1,500.00	3,000.00			0.00			0.00	0.0	0.00	3,000.00
7	Rip Rap D50=4"	11	CY	150.00	1,650.00			0.00			0.00	0.0	0.00	1,650.00
8	Filter Fabric	70	SY	1.50	105.00			0.00			0.00	0.0	0.00	105.00
9	Aggregate Base 7"	474	CY	22.00	10,428.00			0.00			0.00	0.0	0.00	10,428.00
10	Install New Catch Basin	1	Ea	3,500.00	3,500.00			0.00			0.00	0.0	0.00	3,500.00
11	Asphalt Concrete 61/2"	450	TN	45.00	20,250.00	123.0		5,532.75			0.00	123.0	5,532.75	25,782.75
12	Sawcut	590	LF	2.00	1,180.00			0.00	-590.0		-1,180.00	-590.0	-1,180.00	0.00
13	Signing	1	LS	2,500.00	2,500.00			0.00			0.00	0.0	0.00	2,500.00
14	Pvmt Stripe (4" Yellow)	1125	LF	0.30	337.50			0.00			0.00	0.0	0.00	337.50
15	Pvmt Stripe (4" White)	1225	LF	0.30	367.50			0.00	-100.0		-30.00	-100.0	-30.00	337.50
16	New 4" PVC Conduit	80	LF	16.00	1,280.00			0.00			0.00	0.0	0.00	1,280.00
17	New Pull Box No. 7	2	Ea	350.00	700.00			0.00			0.00	0.0	0.00	700.00
18	Pavement Marking	8	Ea	350.00	2,800.00			0.00			0.00	0.0	0.00	2,800.00
19	Quality Control/Testing	1	LS	2,300.00	2,300.00			0.00			0.00	0.0	0.00	2,300.00
20	24" CMP (Plus Elbows)	24	LF	75.00	1,800.00			0.00			0.00	0.0	0.00	1,800.00
21	Construction Staking	1	LS	2,500.00	2,500.00			0.00			0.00	0.0	0.00	2,500.00
22	Fog Seal	150	Gal	8.00	1,200.00			0.00			0.00	0.0	0.00	1,200.00
														88,233.25
	Total Contract Amount				77,718.00									
	Total Change Orders							9,725.25			790.00		10,515.25	
	Total Revised Contract							87,443.25			88,233.25		88,233.25	
Submitted By / Date: _____														
Reason for Increase/Decrease: _____														
(Use Separate Page if Necessary)														
Approved By / Date: _____														

[illegible]