

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
PAVEMENT MARKING, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of March 7, 2013, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and Pavement Marking, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, Yuma County Department of Public Works ("Yuma") entered into Contract No. 2011-2012CY.02 dated December 14, 2010, as amended, with the Contractor for the Contractor to furnish all the materials, labor and equipment necessary to provide pavement markings and related services on roadways in the County (the "Yuma Contract"). A copy of the Yuma Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The Town is permitted, pursuant to Section 3-3-13 of the Town Code, to make purchases under the Yuma Contract, at its discretion and with the agreement of the awarded Contractor, and the Yuma Contract permits its cooperative use by other public entities including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship between the Town and the Contractor, (ii) establishing the terms and conditions by which the Contractor may provide the Town with pavement striping and markings on various roads in the area referred to as Zone 6, as more particularly set forth in Section 2 below (the "Materials and Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until March 7, 2014, unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the Yuma Contract.

2. Scope of Work. Contractor shall provide the Materials and Services (i) under the terms and conditions of the Yuma Contract, (ii) as set forth in the Quotation, attached hereto as Exhibit B and incorporated herein by reference and (iii) pursuant to instructions from the Town.

3. Compensation. The Town shall pay Contractor an aggregate amount not to exceed \$17,750 for Materials and Services at the unit rates as set forth in the Quotation attached hereto as Exhibit B.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Yuma Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Yuma Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

7. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this section the term "scrutinized business operations" shall have the

meaning set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the Town determines that the Contractor submitted a false certification, the Town may impose remedies as provided by law including terminating this Agreement.

8. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. Contractor shall abide by and conform to any and all laws of the United States, the State of Arizona and the Town of Fountain Hills, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, OSHA and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Contractor fully informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved work orders, invoices and the Yuma Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Yuma Contract (collectively, the “Unauthorized Conditions”), other than the Town’s project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Yuma Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Rights and Privileges. To the extent provided under the Yuma Contract, the Town shall be afforded all of the rights and privileges afforded to Yuma and shall be the “County” (as defined in the Yuma Contract) for the purposes of the Yuma Contract.

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to the County to the extent provided under the Yuma Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the

Town under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

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

“Town”

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

Kenneth W. Buchanan  
Kenneth W. Buchanan, Town Manager

ATTEST:

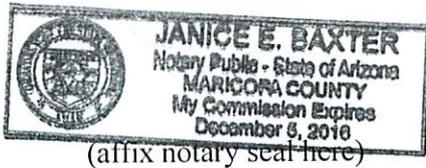
Bevelyn J. Bender  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on March 11, 2013, by Kenneth W. Buchanan, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, on behalf of the Town of Fountain Hills.

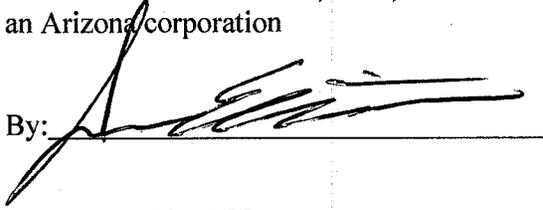
Janice E. Baxter  
Notary Public in and for the State of Arizona



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**"Contractor"**

PAVEMENT MARKING, INC.,  
an Arizona corporation

By: 

Name: Jim Elliott

Title: President

(ACKNOWLEDGMENT)

STATE OF ARIZONA     )  
                                  ) ss.  
COUNTY OF MARICOPA )

This instrument was acknowledged before me on <sup>February</sup> ~~March~~ 12, 2013, by \_\_\_\_\_,  
Jim Elliott as President of PAVEMENT MARKING, INC., an  
Arizona corporation on behalf of the corporation.

  
Notary Public in and for the State of Arizona

(affix notary seal here)

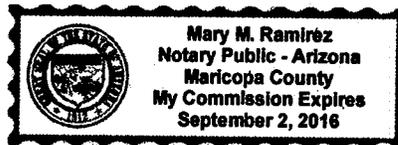


EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
PAVEMENT MARKING, INC.

[Yuma Contract]

See following pages.

**- REQUEST FOR BIDS -**



**SPECIFICATIONS, PROPOSAL & BID  
DOCUMENTS FOR:**

**Pavement Marking (2011-2012)**

**Bid Number: 2011-2012CY.02**

Prepared By:  
YUMA COUNTY DEPARTMENT OF PUBLIC WORKS  
4343 S. Avenue 5 1/2E  
YUMA, ARIZONA 85365

# NOTICE OF REQUEST FOR BID

Agency: Yuma COUNTY Department of Public Works (Hereinafter referred to as the COUNTY, 4343 South Avenue 5 ½ E, Yuma, Arizona 85365, Telephone (928)341-2500, Fax (928) 341-2500.

Description: PAVEMENT MARKING (2011-2014 CALENDAR YEARS)

OFFER DUE DATE: **November 4, 2010** AT: **10:00 am**

**A Pre-Offer conference will not be held.**

**A Post-Award conference will be held after the formal award. The CONTRACTOR/BIDDER will be notified of the date and time.**

Notice is hereby given that sealed bids for the services of Pavement Marking will be received by the Yuma County Board of Supervisors at the below specified location until the time and date cited. Offer specifications may be obtained from the office of the Director, Department of Public Works, 4343 South Ave 5 ½ E, Yuma, Arizona 85365, Telephone (928) 341-2500. All offers received by the correct time and date will be opened and publicly read by the Clerk of the Yuma County Board of Supervisors, at the office of the Yuma County Administrator.

**Offer Opening and Submittal Location: Yuma County Board of Supervisors  
198 South Main Street  
Yuma, Arizona 85364**

Two (2) copies of all offers must be submitted in a sealed envelope and clearly marked with the following information: **Sealed Bid for Pavement Marking, with the company's name and date/time of the bid opening.** Offers must be in the possession of the Yuma County Board of Supervisors on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

The Board of Supervisors reserves the right to reject any and all proposals and to waive minor defects and technicalities, as it may deem best for the interest of the COUNTY.

OFFERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLCITATION.

/s/ William Beck  
William Beck Director  
Department of Public Works

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## SECTION I – SCOPE OF WORK & LOCATION

### 1. DESCRIPTION:

- 1.1 ~~The COUNTY is requesting bids for a Pavement Marking contract for the 2011-2012 calendar years (January 1, 2011 through December 31, 2012). Except as otherwise approved in writing by the Public Works Director, the work shall be done primarily from the months of July through October and April through June, during daylight hours, Monday through Thursday.~~
- 1.2 The work shall consist of furnishing all materials, labor, and equipment for the application of yellow and/or white traffic paint with reflective glass beads at locations specified by the Department of Public Works Director on roadways in the COUNTY. All work will be accomplished in accordance with Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction, Revised Edition 1996, and all subsequent revisions hereto; The Manual on Uniform Traffic Control Devices (MUTCD), Part VI, U.S. Department of Transportation, Federal Highway Administration, 2009, and all subsequent revisions hereto, or better; and/or as directed by the COUNTY'S representative.
- 1.3 The work will also consist of furnishing all materials, labor, and equipment for the purpose of installing raised pavement markers in accordance with ADOT standards or better.
- 1.4 The work will also consist of furnishing equipment, labor and collection containers for the obliteration of pavement marking materials though grind out, hydro blasting or other methods approved by the COUNTY'S Representative. The CONTRACTOR shall collect all debris from the obliteration process and dispose of the debris in accordance with all applicable environmental regulations and at a disposal site authorized to accept such wastes.
- 1.5 The work also consists of installation of preformed plastic symbols, legends and appropriate adhesive. Materials needed **MAY** be furnished by the COUNTY, but not equipment.
- 1.6 The work will also consist of labor for the performance of miscellaneous pavement marking activities such as, but not limited to physical layout for installation of new pavement markings, and the painting of median bullnoses.
- 1.7 During the term of this agreement, there may be special projects which the CONTRACTOR may be asked to do. These will be done upon written approval and at mutually agreed upon written pricing.
- 1.8 All work under this contract shall include furnishing all equipment, labor, and materials necessary for the Traffic Control in accordance with MUTCD, Part VI, and Quality Control in accordance with these specifications.
- 1.9 With approval of the contracted BIDDER(S), this contract may be extended for use by other municipalities and/or government agencies of the State of Arizona in addition to the COUNTY. Any such usage by other municipalities and/or government agencies must be in accordance with the ordinance, charter, and/or rules and regulations of the respective political entity.

**1. LOCATIONS:**

The CONTRACTOR should thoroughly examine the locations of any proposed work before submitting his proposal and should familiarize himself with all local conditions affecting the work. Estimated usage amounts and/or tentative projects schedules are for bidding purposes only and the COUNTY does not guarantee any maximum or minimum amounts of purchase.

**2. PAYMENTS:**

The CONTRACTOR, through his Superintendent, shall measure the work performed during the preceding month, as provided in the specifications, and submit the same to the COUNTY'S Representative for checking. On or before thirty (30) days after the verified and approved quantity of the work is received by the COUNTY, the COUNTY shall pay to the CONTRACTOR the approved quantity of work at the contract unit price. Payment shall constitute full compensation for furnishing all materials, labor equipment, services, and miscellaneous charges for this contract.

**3. CHANGES IN THE WORK:**

This contract does not guarantee any minimum or maximum amount of work and all lists or quantities are estimates and do not guarantee any quantity of work. The COUNTY may order, without invalidating the Contract, additional work or make changes by altering, adding or deducting from the work. There shall be no adjustment in the unit price bid for changes in the work.

Additional work for which unit prices were not bid and are not a part of the bid document, shall require an agreement by both parties and be outlined in a Supplemental Agreement.

**4. CLEANUP:**

When all the conditions of the contract have been fulfilled, the CONTRACTOR shall remove all rubbish, barricades and his equipment. He shall leave the site in a clean and orderly manner as close to the preconstruction condition as possible.

**5. QUALITY CONTROL:**

The CONTRACTOR'S Superintendent shall provide quality control by retaining an approved lab to assure compliance with the Technical Specifications section of this document. The CONTRACTOR will submit a Quality Control Plan for the proposed work at least seven days (7) prior to actual project start date.

**6. SCHEDULING:**

6.1 The COUNTY shall provide the CONTRACTOR with at least two (2) weeks prior notice of the project start date.

6.2 No work on Fridays, Saturdays, Sundays or Holidays will be permitted, unless written permission is obtained, in advance, from the Public Works Director or his designated representative. This will not change the calculation of time as noted in the previous paragraph.

**7. GUARANTEE OF WORK (ADDITIONAL):**

~~The CONTRACTOR shall guarantee all work against any defects due to faulty materials or workmanship for a period of one (1) year from the date of final inspection and acceptance of each project.~~ The COUNTY shall give notice of observed defects with reasonable promptness. Any omission on the part of the COUNTY'S Representative to condemn defective work at any time of construction or final inspection shall not be deemed an acceptance and all work shall remain under guarantee for a period of one (1) year thereafter. The CONTRACTOR shall replace defective work at no cost to the COUNTY, within the limits of the one (1) year guarantee period.

**8. BONDS:**

~~All BIDDERS are required to submit a Surety Bond in the amount of 10% of the total bid amount for Primary Services, Schedule "A".~~ Upon award of this contract, the successful BIDDER shall be required to furnish a Contract Performance Bond (CPB) which equals 100% of their total bid amount identified on Bid Schedule "A" (Primary Services) and a Labor and Materials Bond (LMB) which equals 100% of their total bid amount identified on Bid Schedule "A" (Primary Service). The CPB and the LMB bonds must be received by the office of the COUNTY within ten (10) days of the Notice of Awards. The attached forms have been selected as the forms to be used, in compliance with the requirements of CBP and LMB for this work.

## SECTION III – TECHNICAL SPECIFICATIONS

### 1. MATERIALS:

- 1.1 Paint materials shall comply to ADOT Standard Specifications or better, in particular, Section 708-2.01 set forth in the following technical data.
- 1.2 Traffic Paint shall be Pervo 6050 Series or equal. Traffic paint shall be water borne with the yellow being lead free and shall meet the following technical data below.

Pigment % by weight, ASTM D3723	60±2	58±2
Vehicle, % by weight	40±2	42±2
Non-Volatile, % by weight of paint, min.	77±2	77±2
Viscosity, @ 77°, Kreb Units, ASTM D562	80-95	80-95
Fineness of grind, minimum, ASTM D1210	3	3
Field Tested no tracking time under ambient conditions	20-90 seconds	20-90 seconds
Maximum Dry Through Time @ 15 mils wet, surface temperature @ 72.5 + 5°F, 90%± 5 R.H., TEST AS PER astm d-1640, except exerting minimum pressure	1 hour	1 hour
PH, Minimum	9.6	9.6
Reflectance	84+	45-58
Dry opacity, 5 mils wet	0.92	0.90
Dry time, ASTM D-711, minutes, maximum	10	10
Thinner	Water	Water

- 1.3 Glass beads shall be Potters or equal and conform to ADOT specifications, Section 708-2 or better. The beads shall be manufactured from glass of a composition designated to be highly resistant to traffic wear and to the effects of weathering. The beads shall be moisture-proof and be free of trash, dirt or other deleterious materials. The bead shall be transparent, clean, colorless glass, smooth and spherically shaped, free of milkiness, pits, or excessive air bubbles and conform to the following specific requirements.

## SECTION III – TECHNICAL SPECIFICATIONS

### 1. MATERIALS (Cont.):

- 1.3.1 Gradation - the beads shall meet the gradation as given in Table 1 below. Graduation shall be tested in accordance with ASTM D1214.

12	0	100
14	0-5	95-100
16	5-20	80-95
18	40-80	10-40
20	10-40	0-5
25	0-5	0-2
Pan	0-2	--

- 1.3.2 Roundness - The glass bead shall have a minimum of 80 percent rounds per screen for the two highest sieve quantities (determine visually) and no more than 3 percent angular particles per screen (visual). The remaining sieve fractions shall be no less than 75 percent rounds (determined visually, per aspect ratio using microfiche reader). (Angulars are defined as particles with sharp edges). Roundness and angular particle concentration shall be tested microscopically using the two highest quantity sieve fractions.
- 1.3.3 Reflective Index - The glass bead shall have a reflective index of 1.50 to 1.52. Refractive index shall be tested by the liquid immersion method (Beck Line Method or equal) at a temperature of  $25 \pm 5C$  ( $77 \pm 9$ ).

- 1.4 Crafc0 bituminous adhesive or equivalent is approved for raised pavement marker installation.
- 1.5 Certificates of compliance will be required when requested. Request for use of substitute materials shall be submitted to the COUNTY'S Representative for approval.

### 2. EQUIPMENT:

- 2.1 The CONTRACTOR shall maintain, during the entire period of the contract, equipment sufficient in operational conditions and capacity to efficiently perform the work and services required by this contract. Downtime due to equipment failure shall not exceed one (1) day. If an excess of one (1) day down time occurs, the CONTRACTOR shall notify the COUNTY of the problem and estimated downtime. The COUNTY reserves the right, if more than one (1) day of downtime occurs, to have roads which are deemed essential by the COUNTY'S Representative striped by another provider. Any additional cost over the contract amount will be charged to the CONTRACTOR.

## **SECTION III – TECHNICAL SPECIFICATIONS**

### **2. EQUIPMENT (Cont.):**

- 2.2 The minimum equipment required shall include:
- 2.2.1 One (1) self-propelled pavement marking machine capable of a 4" clear cut line or lines and a clear cut 8" line. The machine shall be equipped with a glass bead dispenser controlled by the spray gun mechanism.
  - 2.2.2 The self-propelled pavement marking machine shall be equipped with a mechanical or electronic device, capable of placing a broken reflectorized line with a 10 foot painted segment and a 30 foot gap.
  - 2.2.3 The self-propelled pavement marking machine shall be equipped with devices capable of measuring the actual painted lines in lineal feet as the spray guns are engaged.
  - 2.2.4 The self-propelled pavement marking machine shall be equipped with amber flashing warning lights.
  - 2.2.5 All vehicles and equipment shall conform to federal, state, and occupational safety and health laws, rules, and regulations.
  - 2.2.6 A shadow vehicle equipped with amber flashing warning lights will be required to protect the fresh line from tracking at some locations.
- 2.3 All equipment is subject to approval by the Public Works Director, or his designated representative.
- 2.4 The CONTRACTOR will provide his own yard for parking, maintenance and storage of all equipment.

### **3. TRAFFIC CONTROL:**

- 3.1 Traffic control during the striping or pavement marking application shall be in conformance with the MUTCD, Part VI. Signs warning motorists of "Wet Paint" and "Road Striping Ahead" shall be placed in advance of each job to warn motorists. Placement of signs shall conform to the MUTCD, Part VI. Placement of cones on lines is recommended and may be required on some jobs.
- 3.2 The CONTRACTOR is responsible for traffic control until paint is dry. The CONTRACTOR is responsible for satisfactory removal of pavement marking from motorists' vehicles if the occurrence was at a location that was under the CONTRACTOR'S control. Such paint removal must be done as directed by the COUNTY'S Representative, and at no expense to the motorist or the COUNTY.

## SECTION III – TECHNICAL SPECIFICATIONS

### **4. APPLICATION and TOLERANCES:**

- 4.1 Pavement markings shall be applied when the pavement surface is clean and dry when the weather is not foggy, rainy, or otherwise adverse to the application of paint or other material. Sweeping prior to application will be done by the CONTRACTOR. The CONTRACTOR shall not apply markings until final approval is given by the COUNTY'S Representative. Application of pavement markings shall be done by personnel who are experienced in this work. In all cases, pavement markings shall be placed in accordance with ADOT Standard Specifications and MUTCD.
- 4.2 Tolerance for Application of Paint and Beads:
- 4.2.1 The finished line shall be smooth, aesthetically acceptable, and free from undue waviness. The end of the line shall be square and free from splatter, dribble, or trailings.
- 4.2.2 Center lines and edge lines shall be 4" wide. White channelizing lines for left turn bays shall be 8" wide. Line width variation more than 1/4" shall require reduction in pay or rework, if necessary.
- 4.2.3 Painted lines shall be installed at 16 mils wet film thickness or at a minimum rate of 300 lineal feet per gallon for 4" lines. The inspector shall perform spot checks for wet mil thickness compliance and require inspection of quantities of materials when desired. Rework will be required for striping applied below these standards.
- 4.2.4 The space or gap between double yellow lines shall be 4" clear. A reduction in pay or rework will be required for a gap less than 3.75" or more than 4.25".
- 4.2.5 Reflective glass beads shall be applied on the wet paint at a minimum rate of six pounds to each gallon of paint. All painted lines are to receive glass beads at this rate. Any line discovered to have been applied without glass beads shall be re-stripped by the CONTRACTOR within 24 hours.
- 4.2.6 Any error in striping pattern deemed by the COUNTY'S Representative to be the responsibility of the CONTRACTOR shall be corrected by the CONTRACTOR, at the CONTRACTOR'S expense, using approved methods.
- 4.3 Tolerances for the Installation of Raised Pavement Markers:
- 4.3.1 Installation of raised pavement markers may be required on various projects. The CONTRACTOR shall furnish materials, equipment and labor needed for the installation. All raised pavement markers will be installed per ADOT Standard Specifications. Standard Crafcoc adhesive or equivalent is required. Installation shall be on a clean, dry surface. Markers installed not in conformance with ADOT specifications shall be removed and reinstalled at the CONTRACTOR'S expense. Damaged markers due to negligence will be replaced at the CONTRACTOR'S expense.

## SECTION III – TECHNICAL SPECIFICATIONS

### **4. APPLICATION and TOLERANCES (Cont.):**

#### **4.4 Tolerances for Striping Obliteration:**

4.4.1 Striping requiring obliteration shall be removed using approved methods with as little pavement damage as possible. The use of black paint is not permitted. CONTRACTOR shall collect all debris from the obliteration process and dispose of the debris.

#### **4.5 Labor:**

4.5.1 The CONTRACTOR shall provide a crew (2 persons minimum, 3 persons typical), as requested by the COUNTY, to perform physical layout on roads where striping has been obliterated or new striping to be installed, or other related work. The labor charge shall be per crew member and shall include transportation to and from the job site. A COUNTY inspector may direct the activities of the crew. All labor rates begin when the crew arrives at the site and ends when the crew leaves the job site.

#### **4.6 Tolerances for the Installation of Preformed Plastic:**

4.6.1 Rolled or cut preformed plastic symbols, legends, and appropriate adhesive will be required for installation at specific locations by the CONTRACTOR. The materials required may be supplied by the COUNTY for various locations. All personnel performing this work shall be experienced with the installation of this material. Specific drawings outlining the work will be supplied by the COUNTY. The installation is to be in conformance with manufacturer's guidelines. Damaged material due to CONTRACTOR'S negligence will be replaced at the CONTRACTOR'S expense.

### **5. METHOD of MEASUREMENT and PAYMENT:**

5.1 Pavement marking paint shall be measured by the linear foot along the center of the stripe. Skips in dashed lines will not be included in the measurement. Length of pavement markings will be based on 4" to 6" wide stripes, 8" wide stripes will be considered two 4" wide stripes. Payment will be made at the contract price per linear foot of 4" wide stripe for the total length of painted lines applied to the nearest foot. A deduction of payment will be made for pavement marking paint which is determined by the COUNTY to be less than 4" wide. Payment for non-conforming work will be held until such time as the work is brought into conformance and accepted by the COUNTY'S Representative.

5.2 The CONTRACTOR shall report daily to the COUNTY'S Representative the total number of lineal feet of markings applied and the location of the completed work. Upon notification, the COUNTY'S Representative will conduct a final inspection. Work found to be in conformance with the contract shall be accepted and scheduled for payment. Work not in conformance shall be corrected by the CONTRACTOR.

## **SECTION III – TECHNICAL SPECIFICATIONS**

### **5. METHOD of MEASUREMENT and PAYMENT (Cont.):**

- 5.3 BIDDER shall guarantee that workmanship and work performed pursuant to this agreement comply with the specifications herein and conform with the generally accepted procedures, practices and methods that are appropriate for the services provided, as well as all applicable Federal, State and COUNTY laws and regulations. Any defective workmanship or materials discovered shall be corrected at no expense, and to the satisfaction of the COUNTY.
- 5.4 Raised pavement markers shall be measured on a unit installed basis. Payment will be made at the contract unit price per each unit installed.
- 5.5 Installation of Preformed Plastic symbols, legends and adhesive shall be measured on a unit supplied and installed basis (CONTRACTOR supplying materials), and on a unit installed only basis (COUNTY supplying materials).
- 5.6 Striping obliteration shall be on a 4" line obliteration basis similar to the installation of pavement marking paint. Payment will be made at the contract unit price per linear foot of 4" wide stripe for the total length of obliterated lines.
- 5.7 Labor charges for layout shall be measured on an hourly rate per crew member basis. Payment will be made at the contract price per hour per crew member.
- 5.8 Mobilization charges for work requiring urgent attention shall be measured per occurrence, and shall require prior approval by the Public Works Director. Payment will be made at the contract price per each occurrence. All mobilization for work other than urgent response will be considered incidental and shall be considered as included in the unit price of contract pay items.
- 5.9 Special projects will be paid at the agreed upon pricing.
- 5.10 The CONTRACTOR shall provide invoices to the COUNTY every two weeks, including two (2) copies of each approved work report and in a format specified by the COUNTY'S Representative. Payment will be made only after completion and acceptance of the work performed and receipt of supporting invoices.

### **6. WORK SCHEDULE:**

- 6.1 The COUNTY is requesting bids for a Pavement Marking ~~contract for the 2011-2014 calendar years (January 1, 2011 through December 31, 2014)~~. Except as otherwise approved in writing by the Public Works Director, the work shall be done primarily from the months of July through October and April through June, during daylight hours, Monday through Thursday.
- 6.2 Prior to commencing any work, the CONTRACTOR shall receive written or verbal notification to proceed from the Director, Deputy Director and/or the Traffic Control Supervisor for the COUNTY.
- 6.3 The CONTRACTOR shall avoid pavement marking operations at specific locations during "rush hour" traffic, unless prior approval is received from the Public Works Director. These locations and hours of concern will be identified by the COUNTY.

## **SECTION III – TECHNICAL SPECIFICATIONS**

### **6. WORK SCHEDULE (Cont.):**

- 6.4 The COUNTY will provide the CONTRACTOR with the locations or areas of the COUNTY in which pavement marking shall be accomplished. The CONTRACTOR shall submit a work schedule, for approval, of proposed roads in which pavement marking is to be done, based upon the COUNTY'S identified locations or areas. The CONTRACTOR shall complete all work on the submitted work schedule. In some instances, projects may require urgent attention and completion within 24 hours. This work would be required to be accomplished in addition to the approved work schedule. For those projects ONLY, the CONTRACTOR may charge a mobilization charge, if the CONTRACTOR is not already on-site.

### **7. ESTIMATED QUANTITIES:**

Estimated quantities provided in the bid documents are for bidding purposes only. Payment will be based on actual materials used and services provided.

**SECTION III – TECHNICAL SPECIFICATIONS**

**YUMA COUNTY STRIPING INVENTORY**

Area	Name	Total L.F. Yellow			Total L.F. White
		Solid	S & S	Skip	
Gila Valley	Martinez Lake Rd.	62,172	9,469	4,040	
Gila Valley	Adair Park Rd.	26,044			
Gila Valley	Castle Dome Rd.	2,840	945	1,940	
Dateland	Ave. 64E	4,280	7,221	9,480	
Dateland	Ventura Rd.		4,051	2,310	
Dateland	Hyder Rd.	16,432	10,811	13,680	
Roll	Co. 1 <sup>st</sup> St.	2,302	1,252	1,050	
Roll	Ave. 50E	2,984	1,248	700	2,984
Roll	Ave. 51E	2,331	1,301	1,030	
Roll	Co. 2 <sup>nd</sup> St.	6,588	6,980	7,870	68,162
Roll	Ave. 44E	180	1,726		5,328
Roll	Co. 3 <sup>rd</sup> St.		1,836	940	10,888
Roll	Ave. 43E	2,904	1,812	800	7,097
Roll	Co. 4 <sup>th</sup> St.	2,792	6,754	4,440	1,545
Roll	Ave. 38E	2,232	2,498	910	
Roll	Co. 5 <sup>th</sup> St.	4,292	4,398	2,550	
Roll	Ave. 39E	2,306	1,783	900	
Roll	Angle St. Front of Roll Gin	1,410	1,044	160	
Roll	Co. 6 <sup>th</sup> St.	2,520	1,781	630	8,823
Roll	Co. 8 <sup>th</sup> St.	860	2,907	3,270	
Roll	Co. 8 <sup>th</sup> St.	6,804	3,757	3,050	
Roll	Co. 9 <sup>th</sup> St.		5,215	4,140	
Roll	Ave. 30E	80	647	370	
Roll	Ave. 29E		1,373	1,030	
<b>TOTALS</b>		<b>152,353</b>	<b>80,809</b>	<b>65,290</b>	<b>104,827</b>

**SECTION III – TECHNICAL SPECIFICATIONS**

**YUMA COUNTY STRIPING INVENTORY**

Area	Name	Total L.F. Yellow			Total L.F. White
		Solid	S & S	Skip	
Roll	Co. 9 <sup>th</sup> St.	5,684	2,573	1,400	
Roll	Ave. 34E		1,044	990	
Roll	Ave. 31E	560	2,552	740	
Roll	Co. 10 <sup>th</sup> St.		667	580	
Roll	Ave. 36E	13,684	6,140	1,990	6,872
Roll	Ave. 45E	4,278	7,513	5,600	29,969
Roll	Ave. 40E	5,426	7,188	5,330	
Roll	Ave. 38E	200	6,867	3,960	5,250
Roll	Ave. 33E	7,506	5,703	2,240	4,838
Roll	Ave. 31E	2,304	2,185	1,280	3,827
Roll	Co. 10 <sup>th</sup> St.	186	3,862	1,780	
Roll	Co. 14 <sup>th</sup> St.		2,520	2,080	
Roll	Ave. 29E	1,620	4,487	2,560	3,984
Roll	Ave. 36E		1,267	2,510	
Roll	Co. 12 <sup>th</sup> St.		1,248	1,030	
Roll	Ave. 25E	1,276	1,251	800	
Dome Valley	Co. 7 <sup>th</sup> St.	1,642	1,265	860	
Dome Valley	Ave. 22E		1,279	1,060	
Dome Valley	Ave. 28E		1,347	580	
Dome Valley	Co. 14 <sup>th</sup> St.	242	5,122	2,220	
Dome Valley	Co. 8 <sup>th</sup> St.	160	1,665	1,060	
Dome Valley	Co. 8 <sup>th</sup> St.		2,536	2,100	
Dome Valley	Ave. 21E	562			
<b>TOTALS</b>		<b>45,330</b>	<b>70,281</b>	<b>42,750</b>	<b>54,740</b>

**SECTION III – TECHNICAL SPECIFICATIONS**

**YUMA COUNTY STRIPING INVENTORY**

Area	Name	Total L.F. Yellow			Total L.F. White
		Solid	S & S	Skip	
Dome Valley	Dome Valley Rd.	2,828	1,598	1,610	18,426
Dome Valley	Ave. 16E 4/10	172	1,248	330	4,893
Dome Valley	Co. 4 <sup>th</sup> St.		2,509	1,580	3,227
Dome Valley	Ave. 18E	462	2,942	1,950	20,861
Dome Valley	Co. 6 <sup>th</sup> St.	3,666	2,061	410	10,376
Dome Valley	Ave. 19E		3,499	1,900	10,353
Dome Valley	Co. 7 <sup>th</sup> St.		1,738	940	10,451
Dome Valley	Ave. 20E	834	1,880	1,010	
Dome Valley	Ave. 20E		676	2,440	20,790
Dome Valley	Ave. 20E	6,456	4,712	660	19,326
Dome Valley	Ave. 17E	314	1,271	880	
Dome Valley	Old U.S. 80	22,552	13,806	5,350	88,097
Roll	Old U.S. 80	24,134	11,139	8,990	104,809
Roll	Old U.S. 80	14,872	6,592	13,540	133,867
Gila Valley	Ave. 12E	2,280			
Foothills	Ave. 14E	636	449	820	
Foothills	North Frontage Rd.	12,772	741	500	205
Foothills	North Frontage Rd.	14,918	3,118	790	2,358
Foothills	North Frontage Rd.	20,276	1,213	190	5,295
Foothills	South Frontage Rd.	302			84
Foothills	South Frontage Rd.	2,986	2,094	490	84
Foothills	South Frontage Rd.	6,832	3,055	1,260	2,432
Foothills	South Frontage Rd.	4,918	3,923	1,980	5,006
Foothills	48 <sup>th</sup> St.		1,558	980	
<b>TOTALS</b>		<b>142,210</b>	<b>71,822</b>	<b>48,600</b>	<b>460,940</b>

**SECTION III – TECHNICAL SPECIFICATIONS**

**YUMA COUNTY STRIPING INVENTORY**

Area	Name	Total L.F. Yellow			Total L.F. White
		Solid	S & S	Skip	
Foothills	44 <sup>th</sup> St.		477	840	
Foothills	40 <sup>th</sup> St.	4,272	1,032	2,030	1,861
Foothills	Fortuna Rd.	3,482	2,659	260	2,591
Foothills	Ave. 9E		618	1,140	
Foothills	Desert Air Blvd.	232			
Foothills	Ironwood Dr.	910			553
Foothills	Foothills Blvd.	3,846	13,946	1,180	890
Gila Valley	Ave. 11E	3,840	4,375	1,620	18,553
Gila Valley	Ave. 9E	6,598	2,371	1,310	140
Gila Valley	Ave. 8E	1,392	844	290	
Gila Valley	Co. 10 <sup>th</sup> St.	3,622	4,241	1,500	10,532
Gila Valley	Ave. 8E	1,392	844	290	
Gila Valley	Co. 10 <sup>th</sup> St.	3,622	4,241	1,500	10,532
Gila Valley	Co. 8 <sup>th</sup> St.	1,024			1,024
Gila Valley	Co. 5 <sup>th</sup> St.	746	2,387	740	
Gila Valley	Laguna Dam Rd.	10,448	33,445	7,000	541
Gila Valley	Co. 6 <sup>th</sup> St.	4,946	2,842	1,560	
Gila Valley	Araby Rd.	1,120	1,029	380	
Yuma Mesa	Ave. 7E	4,064			3,514
Yuma Mesa	Ave. 6E	210	158	280	1,808
Yuma Mesa	Ave. 6E	164	539	600	
Gila Valley	Ave. 5E	122	1,214	390	
Gila Valley	Ave. 4E	1,996	1,260	670	
Gila Valley	Ave. 4E		1,260	1,040	
<b>TOTALS</b>		<b>58,048</b>	<b>79,782</b>	<b>24,620</b>	<b>52,539</b>

**SECTION III – TECHNICAL SPECIFICATIONS**

**YUMA COUNTY STRIPING INVENTORY**

Area	Name	Total L.F. Yellow			Total L.F. White
		Solid	S & S	Skip	
Yuma Mesa	Gila Ridge Rd.	16,744	2,228	520	20,775
Yuma Mesa	20 <sup>th</sup> St.	7,138			2,266
Yuma Mesa	Pacific Ave.	1,844	8,307		4,086
Gila Valley	Co. 8 <sup>th</sup> St.	762	656	290	
Gila Valley	Ave. 3E	1,506	356	310	4,340
Gila Valley	Ave. 3E	2,116		300	200
Gila Valley	14 <sup>th</sup> St.	600		240	
Gila Valley	Engler Ave.	154	451	190	
Gila Valley	Engler Ave.	1,624		290	
Gila Valley	13 <sup>th</sup> St.	1,800		1,050	
Gila Valley	14 <sup>th</sup> St.	600		570	
Gila Valley	15 <sup>th</sup> St.	608		570	
Gila Valley	Atlantic Ave.	1,646		280	
Gila Valley	Arizona Ave.	3,740			
Gila Valley	10 <sup>th</sup> St.	234	1,246	70	
Gila Valley	1 <sup>st</sup> St.	2,544	370	80	
Yuma Mesa	Ave. 5E	216	5,226	2,840	
Yuma Mesa	Ave. 4E	1,344	625	600	
Yuma Mesa	Ave. 4E	6,922	6,064	4,620	4,720
Yuma Mesa	Ave. 3E	4,342	11,129	6,300	73,013
Yuma Mesa	Ave. 2E	290	3,357	1,870	
Yuma Mesa	Ave. 1E	368	5,117	2,840	
Yuma Mesa	4 <sup>th</sup> Ave. Extension	352	3,119	940	
Yuma Mesa	Ave. A	6,870	7,797	3,630	6,870
<b>TOTALS</b>		<b>64,364</b>	<b>56,048</b>	<b>28,400</b>	<b>116,270</b>

**SECTION III – TECHNICAL SPECIFICATIONS**

**YUMA COUNTY STRIPING INVENTORY**

Area	Name	Total L.F. Yellow			Total L.F. White
		Solid	S & S	Skip	
Yuma Mesa	Ave. B 1/2		5,035	1,570	
Yuma Mesa	Ave. A 1/2		3,401	1,850	
Yuma Mesa	Ave. B	16,538	11,394	5,744	60,271
Yuma Mesa	Co. 12 <sup>th</sup> St.	4,048	5,945	2,360	8,945
Yuma Mesa	Co. 13 <sup>th</sup> St.		4,180	3,060	
Yuma Mesa	Co. 14 <sup>th</sup> St.	9,926	13,426	6,760	39,266
Yuma Mesa	Co. 15 <sup>th</sup> St.	3,156	11,559	5,220	
Yuma Mesa	Co. 16 <sup>th</sup> St.	3,538	11,193	6,460	2,782
Yuma Mesa	Ave. C	660			1,258
Yuma Mesa	Co. 17 <sup>th</sup> St.	208	5,093	2,910	
Yuma Mesa	Co. 18 <sup>th</sup> St.		2,501	780	
Yuma Mesa	Co. 18 <sup>th</sup> St.		4,348	1,570	
Yuma Mesa	Co. 19 <sup>th</sup> St.	7,322	4,027	3,140	2,931
Yuma Mesa	Co. 19 <sup>th</sup> St.	2,110	2,418	4,610	42,652
Yuma Mesa	Co. 17 1/2 St.		1,593	820	
Yuma Mesa	Co. 17 <sup>th</sup> St.		1,746	630	
Yuma Mesa	Co. 16 1/2 St.		1,525	420	
Yuma Mesa	Co. 23 <sup>rd</sup> St.	5,320	2,838	7,730	69,778
Yuma Valley	1 <sup>st</sup> St.	5,938	562	260	
Yuma Valley	Ave. C	7,452	641	470	567
Yuma Valley	Palm Ave.	408	657	460	
Yuma Valley	May Ave.	3,024		470	
Yuma Valley	5 <sup>th</sup> St.	1,200	2,202	960	
Yuma Valley	Riverside Dr.	1,402	2,847	1,110	
<b>TOTALS</b>		<b>72,250</b>	<b>99,131</b>	<b>59,364</b>	<b>228,450</b>

**SECTION III – TECHNICAL SPECIFICATIONS**

**YUMA COUNTY STRIPING INVENTORY**

Area	Name	Total L.F. Yellow			Total L.F. White
		Solid	S & S	Skip	
Yuma Valley	Strand Ave.	180	999	290	
Yuma Valley	Ave. D		1,175	430	
Yuma Valley	Hope Ave.		1,071	450	
Yuma Valley	8 <sup>th</sup> St.	3,625	8,420		1,410
Yuma Valley	Calle Agua Salada	3,142		920	8,047
Yuma Valley	8 <sup>th</sup> St.	9,078	4,061	2,420	464
Yuma Valley	Somerton Ave.	194	1,245	310	
Yuma Valley	Somerton Ave.	13,152	9,992	5,950	74,532
Yuma Valley	Somerton Ave.	2,342	3,520	2,350	4,203
Yuma Valley	Co. 19 <sup>th</sup> St.	15,080	4,931	2,950	45,642
Yuma Valley	Co. 8 1/2 St. (Clip St.)		672	200	
Yuma Valley	Co. 81 /2 St. (Clip St.)	1,268	3,347	930	
Yuma Valley	Ave. E		3,058	680	
Yuma Valley	Co. 9 <sup>th</sup> St.	1,828	2,698	1,490	
Yuma Valley	Ave. D	1,338	11,890	7,700	5,509
Yuma Valley	Co. 10 <sup>th</sup> St.	1,938	3,196	1,390	
Yuma Valley	Co. 10 <sup>th</sup> St.	1,042			1,042
Yuma Valley	Co. 12 <sup>th</sup> St.		1,297	1,040	
Yuma Valley	Ave. C		624	900	
Yuma Valley	Ave. C	2,156	4,344	3,560	
Yuma Valley	Co. 13 <sup>th</sup> St.		1,099	400	
Yuma Valley	Co. 13 <sup>th</sup> St.		2,634	2,050	
Yuma Valley	Co. 11 <sup>th</sup> St.	4,520	4,463	2,430	106
Yuma Valley	Co. 12 <sup>th</sup> St.	142	3,991	1,790	
<b>TOTALS</b>		<b>61,025</b>	<b>78,727</b>	<b>40,630</b>	<b>140,955</b>

**SECTION III – TECHNICAL SPECIFICATIONS**

**YUMA COUNTY STRIPING INVENTORY**

Area	Name	Total L.F. Yellow			Total L.F. White
		Solid	S & S	Skip	
Yuma Valley	Co. 13 <sup>th</sup> St.	160	4,369	1,370	
Yuma Valley	Co. 15 <sup>th</sup> St.	510	4,384	2,070	
Yuma Valley	Co. 14 <sup>th</sup> St.	1,584	4,916	3,420	244
Yuma Valley	Co. 15 <sup>th</sup> St.		1,262	380	
Yuma Valley	Ave. F		627	180	
Yuma Valley	Co. 15 <sup>th</sup> St.	1,338	3,208	1,850	
Yuma Valley	Co. 14 <sup>th</sup> St.	1,360	2,422	980	
Yuma Valley	Ave. G	570	9,810	8,350	
Yuma Valley	Ave. I	1,462	2,371	920	620
Yuma Valley	Co. 17 <sup>th</sup> St.	182	2,001	1,150	
Yuma Valley	Ave. I	1,856			
Yuma Valley	Co. 16 <sup>th</sup> St.	2,326			
Yuma Valley	U.S. 95 Access Rd.	950			1,060
Yuma Valley	Ave. D	264	2,507	2,090	
Yuma Valley	Co. 18 <sup>th</sup> St.		3,298	1,810	
Yuma Valley	Co. 17 <sup>th</sup> St.		1,311	380	
Yuma Valley	Ave. F		635	520	
<b>TOTALS</b>		<b>12,562</b>	<b>43,121</b>	<b>25,470</b>	<b>1,924</b>

## **SECTION IV – BID PROPOSAL**

1. All persons wishing to submit bids should secure specifications and a proposal package from the COUNTY, 4343 South Avenue 5 1/2E, Yuma, Arizona 85365, Telephone (928) 341-2500. No bid will be accepted unless it is submitted on a standard bid form enclosed in the proposal pamphlet.
2. The Advertisement for Bids is included in this proposal package and outlines the place and time for receipt of bids along with other information.
3. If questions arise concerning the specifications or procedures, please contact Jason W. Phipps, at the COUNTY, 4343 South Avenue 5 1/2E, Yuma, Arizona 85365. Telephone (928) 341-2500, FAX (928) 341-2550.
4. In the event a clarification or interpretation is requested from the COUNTY, it must be submitted in writing to the Director of Public Works. **VERBAL CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE PROVIDED.**
5. No oral interpretations or clarifications will be made to any BIDDER as to the meaning of any of these documents nor shall any clarification or interpretation, as may be given, be construed as a modification of any of the provisions of these documents. All requests must be submitted in writing. Any change will be by written addendum and sent to all known potential BIDDERS.

**TO:** Clerk, Yuma County Board of Supervisors  
198 S. Main St.  
Yuma, Arizona 85364

**FROM:** BIDDER

**RE:** Pavement Marking Contract (2011- 2012 Calendar Year)

The undersigned BIDDER, having examined the specifications and all related documents, and being familiar with the conditions to be met, hereby submits the following offer and bid for furnishing all labor, material, equipment supplies and all else required for the work listed at the prices set forth in this bid proposal:

- (a) Warrants the accuracy of the representations contained in all of the Bid Documents;
- (b) Understands that this bid cannot be withdrawn for a period of forty-five (45) calendar days after opening;
- (c) Understands that approval of the bid (acceptance of the offer) by the COUNTY will result in a binding contract which terms shall include the Scope of Work and Location, Technical Specifications, Bid Proposal, Bid Schedule, Certification, Tax Information, BIDDER Information, and all of the General Provisions ("the Agreement");
- (d) Agrees that, upon approval of bid by the Board of Supervisors, to immediately sign the written Agreement in the form attached hereto;
- (e) Agrees to perform the work in accordance with the Agreement;
- (f) Guarantees that said materials and services shall be available to the COUNTY during the complete contract period, without interruption or delay, except when material or delivery is delayed by fire, strike, freight embargo, acts of God or government restrictions; and
- (g) Acknowledges that BIDDER has read all of the terms contained in the General Provisions and agrees to each and every term.

**SECTION IV – BID PROPOSAL**

THIS PROPOSAL IS SUBMITTED BY: [Check applicable box and fill-in information]

1. Pavement Marking Inc., a corporation organized under the laws of the State of Arizona and qualified to do business in the State of Arizona;

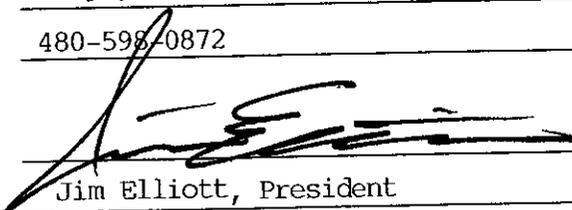
2. A partnership consisting of \_\_\_\_\_ as general partners, doing business as \_\_\_\_\_;

3. An individual doing business as \_\_\_\_\_; or

4. A limited Liability Company, organized under the laws of the State of \_\_\_\_\_, and qualified to do business in the State of Arizona, and who have attached its Articles of Organization and Operating Agreement with this Bid Proposal.

If applicable, the above bidding entity has been assigned CONTRACTORS License Number ROC 089917.

THIS BID SUBMITTED, this 4th day of November, 2010.

Company/Firm/Individual (print)	<u>Pavement Marking Inc./Jim Elliott</u>
Address	<u>8949 S. Beck Avenue</u> <u>Tempe, Arizona 85284</u>
Phone	<u>480-598-0872</u>
Signed	
Officer/Title	<u>Jim Elliott, President</u>
Dated	<u>November 2, 2010</u>

ATTEST:

\_\_\_\_\_  
Witness: If BIDDER is an individual

**SECTION V – BID SCHEDULES**

**SCHEDULE "A" - PRIMARY SERVICES**

1	YELLOW Pavement Marking Paint	1,523,000 LF	\$ .10	\$ 152,300 <sup>-</sup>
2	WHITE Pavement Marking Paint	1,161,000 LF	\$ .10	\$ 116,100 <sup>-</sup>
<b>TOTAL AMOUNT</b>				<b>268,400<sup>-</sup></b>

**SCHEDULE "B - MISC. SERVICES (as requested)**

1	Raised Pavement Markers	Each	\$ 3.00	\$ 3.00
2	Preformed Plastic (Supply & Install)	Each	\$ 125 <sup>00</sup>	\$ 125 <sup>00</sup>
3	Preformed Plastic (Install ONLY)	Each	\$ 75 <sup>00</sup>	\$ 75 <sup>00</sup>
4	Striping Obliteration	Per LF	\$ .50	\$ .50
5	Labor Charge / Per Crew Member	1 Hour	\$ 50 <sup>00</sup>	\$ 50 <sup>00</sup>
6	Mobilization	Each	\$ 800 <sup>00</sup>	\$ 800 <sup>00</sup>

All materials are subject to a 7.70 % sales tax.

**SECTION VI – PERFORMANCE WARRANTY**

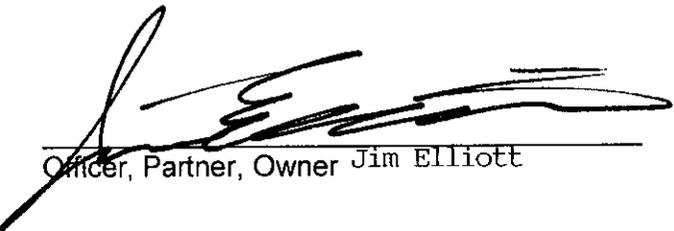
**CONTRACT PERFORMANCE WARRANTY**

I, Jim Elliott, representing  
Pavement Marking Inc. (Company Name)

do hereby warranty the work performed for the:

**YUMA COUNTY PAVEMENT MARKING CONTRACT 2011 – 2012 CALENDER YEAR**

for a period of one year from completion of said work. Said work shall be free from defects due to the use of faulty materials or workmanship or any other defects which would cause the work to not perform in it's intended manner, normal wear excluded.

  
\_\_\_\_\_  
Officer, Partner, Owner Jim Elliott

November 2, 2010  
\_\_\_\_\_  
Date

**SECTION VII – SUBCONTRACTING INFORMATION**

**CERTIFICATION OF SUBCONTRACTING**

At the time of the submission of bids for:

**YUMA COUNTY PAVEMENT MARKING CONTRACT 2011 – 2012 Calendar Year**

Yuma, Arizona, my intention concerning subcontracting a portion of the work is as indicated below.

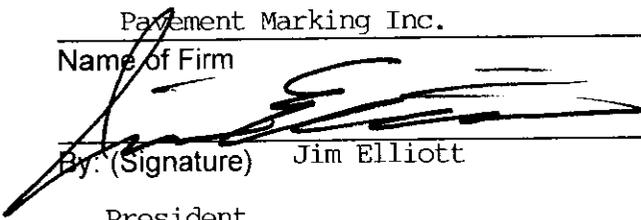
In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such Subcontractors will be identified and approved by the COUNTY prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc. substantiating the actions taken and the responses to such actions is on file and available for review.

A portion of the work will be subcontracted.

None of the work will be subcontracted.

Subcontractors License Number ROC 089917

Pavement Marking Inc.  
Name of Firm

  
By: (Signature) Jim Elliott

President

Title

November 2, 2010

Date

**SECTION VIII - CERTIFICATION**

Each BIDDER must specify whether or not the BIDDER'S proposal meets all specifications set forth in the Request for Bids and whether or not all of the terms and conditions set forth in the Request for Bids are accepted by the BIDDER.

If the answer is "No" on specifications, bids shall be considered if all elements of the bid comply substantially with the specifications called for; however, the BIDDER shall show each deviation of the substitution and shall include all necessary manufacturer's technical data for comparison evaluation. Any deviation shall be in writing and in letter form attached to the bid.

If the answer is "No" on the terms and conditions set forth in the Request for Bids the BIDDER must submit the exact language changes contemplated by the BIDDER.

THE ABOVE PARAGRAPHS MUST BE COMPLIED WITH, OTHERWISE THE ENTIRE BID WILL BE VOID.

To: Yuma County Board of Supervisors

This firm certifies that it meets all specifications contained in this Request for Bids.

Yes X No

This firm certifies that all terms and conditions set forth in this Request for Bids are accepted.

Yes X No

Name of BIDDER: Pavement Marking Inc.

Signature:  Jim Elliott

Title of Position: President

Address: 8949 S. Beck Ave.

City: Tempe State: AZ Zip Code: 85284

This form must be filled in and signed by authorized personnel only and returned with bid. If this is not complied with, the entire bid will be void.

/S/ William Beck  
William Beck, Director  
Yuma County Department of Public Works

**SECTION IX – TAX INFORMATION**

**NECESSARY TAX INFORMATION REQUIRED FOR ALL BIDDERS INTERESTED IN BIDDING TO THE COUNTY**

**FOR COUNTY AND ARIZONA STATE BIDDERS**

Where BIDDERS claim a sales tax, the BIDDERS justify said tax by showing either their "Arizona Use Tax Number" or their "Arizona Privilege Sales Tax Number". If the BIDDER includes an additional city sales tax in his tax, the BIDDER must show the rate of percentage, the city and the respective number.

Does the BIDDER have an Arizona Privilege Sales Tax Certificate of Registration?

Yes  No

If the answer is "Yes", what is the number? Number 07-412284-F

Does the BIDDER have a city tax registration Yes  No

If the answer is "Yes", list the city and registration number.

City \_\_\_\_\_

Number \_\_\_\_\_

If the BIDDER is an "Out of State BIDDER", the following information must be completed.

**OUT OF STATE BIDDERS ONLY**

Does the Out of State BIDDER have an Arizona Use Tax Act Certificate of Registration?

Yes  No

If the answer is "Yes", what is the number? Number \_\_\_\_\_

BIDDER shall state the amount of tax that is included in the bid offer: Amount \_\_\_\_\_

Does the out of state BIDDER have an additional city tax registration in the State of Arizona?

Yes  No

If the answer is "Yes", list the city and the respective number:

City \_\_\_\_\_

Number \_\_\_\_\_

**NOTE TO BIDDERS:** The COUNTY pays sales tax only to the State of Arizona and does not pay sales tax to any other state.

**SECTION X - BIDDER INFORMATION**

THIS SHEET MUST BE COMPLETELY FILLED IN:

Send Purchase Orders To:

Name Pavement Marking Inc.  
Address 8949 S. Beck Ave  
City, State, Zip Code Tempe, AZ 85284  
Telephone 480-598-0872  
Fax Number 480-598-0873

Send Payments To:

Name Pavement Marking Inc.  
Address 8949 S. Beck Ave.  
City, State, Zip Code Tempe, AZ 85284  
Telephone 480-598-0872  
Name of Person to Contact for Orders Frank Church  
Person to Contact for Question/Problems Frank Church  
Telephone 602-717-5388

## **SECTION XI- EXCEPTIONS TO BID SOLICITATION**

The BIDDER shall identify all Exceptions taken to any or all sections of the Request for Bids and Specifications and list those Exceptions referencing the section, paragraph & page number, the basis for the Exception and proposed alternate language, if applicable (attach additional pages as necessary).

The purpose of an Exception is to clarify any ambiguity or inconsistency in the Bid Documents. However, BIDDERS are encouraged to bring to the attention of the COUNTY before the closing time set for receipt of bids any matter the BIDDER believes to be ambiguous or inconsistent so that the matter may be clarified for all BIDDERS. Including an Exception that is not necessary to appropriate, or which misconstrues the Request for Bids, may be grounds to reject the bid.

## SECTION XII – GENERAL PROVISIONS

### **1. PREPARATION OF BIDS:**

- 1.1 A review of all drawings, specifications and instructions, associated with this Request for Bids, is each BIDDER'S responsibility.
- 1.2 All prices and notations must be printed in ink or type written. No erasures will be permitted. However, errors may be crossed out and corrections printed in ink or type adjacent to the error. All corrections must be initialed in ink by the person signing the bid.
- 1.3 All pricing data must be submitted in the precise manner requested and in the appropriate location on each Bid Schedule. All prices quoted shall be F.O.B. delivered and unloaded, the COUNTY, 4343 South Avenue 5 1/2E, Yuma, AZ 85365, or as otherwise agreed upon and shall not include tax.
- 1.4 The COUNTY reserves the right to correct obvious errors.

### **2. ESTIMATED QUANTITIES:**

It is the intent of the COUNTY to purchase pavement marking materials and services from the CONTRACTOR, only as those items are needed. **The estimated quantities provided in the Bid Schedule are for bidding purposes only.** Payments will be based upon actual materials used and services provided.

### **3. QUESTIONS CONCERNING BID DOCUMENTS:**

If a BIDDER believes that any provisions in this Request for Bids are needlessly restrictive, unfair or unclear, the matter must promptly be brought to the attention of the COUNTY, in writing, before the closing time set for receipt of bids.

### **4. BID MUST CONFORM TO BID DOCUMENTS:**

All bids must comply with and not deviate from the provisions of the Request for Bids. Failure to meet a material requirement of the Request for Bids shall be reason for rejection of a bid.

### **5. SUBMISSION OF BID:**

- 5.1 Bids must be signed by the BIDDER or his duly authorized agent and submitted in a sealed envelope.
- 5.2 BIDDERS shall verify their quotations prior to submittal. Bids and modifications thereof received after the closing time specified **will not** be considered. No corrections or amendments to a bid will be permitted after bid opening.
- 5.3 BIDDERS must complete and submit: BID PROPOSAL, BID SCHEDULE(s), BIDDER PERFORMANCE WARRANTY, SUBCONTRACTING INFORMATION, BIDDER CERTIFICATION, TAX INFORMATION, BIDDER INFORMATION and any EXCEPTIONS TO BID SOLICITATION, all attached herewith.

## **SECTION XII – GENERAL PROVISIONS**

### **5. SUBMISSION OF BID (Con't.):**

- 5.4 All BIDDERS must submit a Surety Bond in the amount of 10% of bid amount, using the form attached to this Proposal Package.
- 5.5 Two (2) copies of all offers must be submitted in sealed envelopes and clearly marked with the following information: **Sealed bids for Pavement Marking, with the company's name and date/time of the bid opening.**

### **6. PRICE GUARANTEES AND REDUCTIONS:**

- 6.1 By submitting a bid in response to this solicitation, a BIDDER agrees to guarantee that the COUNTY is receiving the lowest price offered by his company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period the CONTRACTOR offers a lower price to another customer, and the COUNTY is not notified of price reductions, the COUNTY shall reserve the right to take any or all of the following actions:
  - a. Cancel the current agreement with the CONTRACTOR.
  - b. Determine the amount which the COUNTY was overcharged and submit a request for payment from the CONTRACTOR.
  - c. Deduct the amount of the overcharge from any future payment due to the CONTRACTOR.
- 6.2 BIDDERS shall agree to hold prices for forty-five (45) days from the date of bid opening to allow adequate time for evaluation of materials offered, pricing and the representations made in the bid. Upon award of this bid, the CONTRACTOR'S prices shall remain firm through December 31, 2014.

### **7. CHANGES TO SPECIFICATIONS:**

No changes to the COUNTY'S specifications will be made, except in the form of a written addendum. The failure of a BIDDER to address any addendum in their bid may cause that bid to be rejected.

### **8. FAILURE TO BID:**

Failure to bid, or to advise the COUNTY that future invitations for bids are desired, may result in the removal of your name from the COUNTY'S BIDDER'S list covering this category of items.

## SECTION XII – GENERAL PROVISIONS

### 9. FRAUD AND COLLUSION:

- 9.1 Each BIDDER, by submission of his bid, proclaims and agrees that no officer or employee of the COUNTY or of any subdivision thereof:
  - 9.1.1 has aided or assisted the BIDDER in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other BIDDER;
  - 9.1.2 has favored one BIDDER over another by giving or withholding information or by willfully misleading the BIDDER in regard to the character of the material or supplies called for or the condition under which the proposed work is to be done;
  - 9.1.3 has or will knowingly accept materials or supplies of a quality inferior to those called for by any contract;
  - 9.1.4 has or will knowingly certify to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material/supplies than has been actually received;
  - 9.1.5 has any direct or indirect financial interest in the bid.
- 9.2 Each person submitting a bid expressly warrants and certifies that neither himself or his employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.
- 9.3 If at any time it shall be found that the person or entity to whom a contract has been awarded has, in presenting any bid, or bids, colluded with any other party or parties for the purpose of preventing any other bid being made, then the contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by the COUNTY.
- 9.4 All parties acknowledge that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

### 10. EVALUATION AND AWARD:

- 10.1 It is the intent of the COUNTY to award the bid for Pavement Marking to the lowest and best BIDDER, with determination of best BIDDER being based on evaluation of products and services offered and other criteria identified herein. However, any contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of the COUNTY and based upon products and services offered. Evaluation of products and services offered will include, but is not limited to, prices, compliance with specifications, service response time, product availability, delivery time and any other pertinent items of the bid.
- 10.2 The Yuma County Board of Supervisors reserves the right to reject any or all bids which (1) do not meet or exceed all specifications listed herein and (2) do not contain all information/documents required. The Board may waive any irregularities, if it is deemed in the best interest of the COUNTY to do so.
- 10.3 Pricing evaluations will be based upon pre-tax pricing offered by BIDDER. Cash discounts offered for prompt payment will be considered in the evaluation. Cash discounts offered for payment in less than twenty (20) days **will not** be considered.

## SECTION XII – GENERAL PROVISIONS

### **10. EVALUATION AND AWARD (Con't.):**

- 10.4 Results of this procurement **will not** be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date specified in this solicitation. Following the evaluation and award process, all respondents are notified of results. A tabulation of bids will be on file in the office of the COUNTY.
- 10.5 BIDDERS performance for previous contracts will be considered in the evaluation of bids, whether as a general CONTRACTOR or sub-contractor.

### **11. AWARD OF CONTRACTS:**

- 11.1 Contract agreements and purchases will be made or entered into with the lowest and best BIDDER(S), except as otherwise required, permitted or authorized by law.
- 11.2 The Yuma County Board of Supervisors reserves the following rights:
- 11.2.1 To waive irregularities or variances in any bid or the bidding procedures.
  - 11.2.2 To reject the bid of any persons or corporations who have previously defaulted on any contract with the COUNTY.
  - 11.2.3 To reject any and all bids, if it is deemed in the best interest of the COUNTY.
  - 11.2.4 To re-advertise for bids.
  - 11.2.5 To otherwise provide for the purchase of such equipment, supplies and materials as may be required herein.
- 11.3 Each BIDDER, by submission of his bid, proclaims, agrees and does waive any and all claims for damages against the COUNTY, or its officers or employees, when any of the rights reserved by the COUNTY in the Request for Bids are exercised.
- 11.4 A written agreement will be furnished to the successful BIDDER. The contents of this Request for Bids and the selected firm's response shall be incorporated, in total, into the agreement. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. A copy of said agreement is attached to this Request for Bids.

### **12. PUBLIC INFORMATION:**

Pursuant to A.R.S. §39-121.01, et.seq., all information submitted with the Bid, including, but not limited to pricing, product specifications, work plans and any supporting data becomes public information, after bid opening, and upon request is subject to release to and/or review by the public, including competitors.

### **13. TERM OF AGREEMENT:**

Any agreement made as a result of this Request for Bids shall be effective January 1, 2011, and terminate on December 31, 2012. It is further intended the agreement shall be automatically renewed for two (2) successive one (1) year periods, upon the same terms and conditions unless either party notifies the other in writing of their intention not to renew, one hundred twenty (120) days prior to the expiration date of any successive one (1) year period.

## SECTION XII – GENERAL PROVISIONS

### **14. ASSIGNMENT OR SUBCONTRACTING:**

Neither this agreement, nor any portion thereof, may be assigned by the CONTRACTOR without the written consent of the COUNTY first having been obtained. Any attempt by the CONTRACTOR to assign or subcontract performance of obligations under this agreement, without the written consent of the COUNTY, shall be null and void and shall constitute a breach of the agreement.

### **15. INDEMNIFICATION:**

CONTRACTOR shall indemnify, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

### **16. INSURANCE:**

16.1 The successful BIDDER(S) shall, within five (5) days after award of bid, furnish the COUNTY with Certificates of Insurance for the required insurance coverage. The Certificates shall be issued by an insurance company authorized to transact business in the State of Arizona.

16.2 The successful BIDDER(S) shall maintain, throughout the term of agreement for this work, and provide certificates of insurance for such types of insurance and the minimum limits as follows:

16.2.1 **Worker's Compensation and Employer's Liability** - A certificate of insurance evidencing statutory coverage for Worker's Compensation coverage, injury and a limit of liability of \$500,000 for Employer's Liability, from and entity authorized or a letter of certification from the Industrial Commission of Arizona that the successful BIDDER(S) is insured by the State Compensation Fund or is authorized by the Arizona Department of Insurance to provide Worker's Compensation and Employer's Liability Insurance in the State of Arizona.

16.2.2 **Auto Liability\*** - A certificate of insurance evidencing coverage of owned, non-owned and hired vehicles with an individual single limit for personal injury and property damage of no less than \$1,000,000 for each occurrence.

16.2.3 **General Liability\*** - A certificate of insurance evidencing coverage for General Liability written on a comprehensive form, with coverage of at least \$1,000,000 and \$2,000,000 in the aggregate for each occurrence for bodily injury, products and completed operational premises/operations, contractual insurance, independent CONTRACTORS insurance, broad form property damage and personal injury.

\*The successful BIDDER shall provide appropriate certification that any rental equipment used for the performance of this work is insured to the minimum limits of liability.

16.3 The policies, except Worker's Compensation, required by this section shall name the COUNTY as additional insured, shall specify that insurance afforded the CONTRACTOR shall be primary insurance and that any insurance coverage carried by the COUNTY or its employees, agents, officers and elected officials shall be excess coverage, and not contributory coverage to that provided by the CONTRACTOR.

## **SECTION XII – GENERAL PROVISIONS**

16.4 No revisions shall be made to an insurance policy and no policy shall be terminated, canceled or allowed to expire without thirty (30) days written notice to the COUNTY.

16.5 The CONTRACTOR shall hold harmless and indemnify the COUNTY and its Board of Supervisors for any acts, errors or omissions of the CONTRACTOR, its employees, agents or Subcontractors, arising out of the services provided herein.

### **17. TAXES, FEES, EXPENSES AND EXTRAS:**

17.1 Prices offered in a bid shall not include applicable state and local taxes. The COUNTY will pay all applicable taxes as listed individually on all invoices and in compliance with SECTION IX.

17.2 All equipment, materials or supplies sold to the COUNTY are exempt from federal excise tax.

17.3 No charges for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds or for any other purpose, will be paid by the COUNTY, unless expressly included and itemized in the bid.

### **18. INDEPENDENT CONTRACTOR:**

18.1 Any agreement made with the CONTRACTOR is not intended to constitute, create, give to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement. The CONTRACTOR will be considered an independent CONTRACTOR and not an employee of the COUNTY. It will be each independent CONTRACTOR'S responsibility to comply with all required State and Federal laws and regulations.

18.2 The parties agree that no persons supplied by the CONTRACTOR in the performance of obligations under the agreement are considered to be COUNTY employees, and that no rights of COUNTY civil service, retirement or personnel rules accrue to such persons.

18.3 The CONTRACTOR shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the COUNTY harmless with respect thereto.

### **19. RIGHTS AND REMEDIES OF YUMA COUNTY FOR DEFAULT:**

19.1 Events of Default. The CONTRACTOR shall be in default if the CONTRACTOR shall violate any term or provision of the contract or should otherwise fail to make timely delivery of the supplies, materials or equipment or fail to timely perform the services provided for, or if the supplies, materials, equipment or services do not conform to the specifications and requirements of the contract, or the CONTRACTOR should otherwise not fully, timely and completely perform all of the CONTRACTOR'S promises, agreements, covenants and conditions set forth in the contract.

## **SECTION XII – GENERAL PROVISIONS**

### **19. RIGHTS AND REMEDIES OF YUMA COUNTY FOR DEFAULT (Con't.):**

- 19.2 Rejection of Goods. In the event materials or services do not appear to conform to all specifications of the contract, the COUNTY shall immediately contact the BIDDER concerning observed defects and request a representative meet with or fax the COUNTY staff documentation certifying the testing of the materials/services in question. If the BIDDER agrees there is a problem, they will insure the COUNTY has access to replacement materials immediately and be responsible for reimbursement of any transportation costs of said material. If the BIDDER disputes the claim that a problem exists with materials provided, a qualified testing lab will be provided a sample for testing against specifications provided as a part of this Request for Bids. The COUNTY shall have final authority for approval of any material or service provided under this contract.
- 19.3 Damages. In the event of breach of contract by CONTRACTOR or cancellation of the contract by the COUNTY, either in whole or in part, by reason of default or breach thereof by the CONTRACTOR, any loss or damage sustained by the COUNTY shall be borne and paid for by the CONTRACTOR.
- 19.4 Remedies not Exclusive. In addition to all rights and remedies set forth in the agreement, the COUNTY shall have and shall be entitled to enforce to the full and maximum extent provided by law, any and all other rights and remedies provided under the COUNTY Ordinance, or the laws of the State of Arizona.
- 19.5 Enforcement Cost: Should it ever become necessary for the COUNTY to retain outside counsel or to utilize the services of the COUNTY Attorney's Office to enforce the terms and provisions of the contract, the CONTRACTOR agrees to pay to the COUNTY, in addition to all other amounts that may be found due by reason of CONTRACTOR'S default, all costs of enforcing this contract, including reasonable attorney's fees, whether enforced by lawsuit or otherwise. The term "enforcement cost" shall include all attorney's fees and costs, including attorney's fees and costs incurred by the COUNTY for outside counsel or the reasonable value of services provided by the COUNTY Attorney's Office in or out of a court proceeding, or a bankruptcy court, whether or not such costs are for litigation, preparation, administrative proceedings, settlement discussion or contested matters. In the context of proceedings in a bankruptcy court, the COUNTY shall be entitled to recover its actual attorney's fees, costs and expenses incurred in any administrative matter, adversary proceeding or contested matter, or in any other action taken by the COUNTY, which the COUNTY deems necessary to protect its rights under the contract, whether or not the COUNTY prevails in obtaining a remedy or relief.

### **20. CHANGES, ADDITIONS OR DELETIONS:**

- 20.1 The COUNTY reserves the right to add and/or delete materials and services to this Agreement. Should a material or service requirement be deleted or changed, payment to the CONTRACTOR will be reduced proportionally, to the amount of material or service reduced in accordance with the bid price. Should additional materials or services be required from the agreement, CONTRACTOR will be offered the opportunity to provide said materials and/or services. Prices for such additions will be negotiated between the CONTRACTOR and the COUNTY. All amendments to the agreement shall be in writing and signed by both parties.

### **21. CONFORMATION WITH LAWS:**

- 21.1 All services required herein, shall be accomplished in conformity with the laws, ordinances, rules, regulations and restrictions of the United States, State of Arizona and the COUNTY.

## **SECTION XII – GENERAL PROVISIONS**

### **21. CONFORMATION WITH LAWS (Con't):**

21.2 LEGAL ARIZONA WORKERS ACT COMPLIANCE: To the extent applicable under A.R.S. § 41-4401, the CONTRACTOR and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A).

The CONTRACTOR or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the COUNTY. The COUNTY retains the legal right to randomly inspect the papers and records of the CONTRACTOR and its subcontractors who work on the Agreement to ensure that the CONTRACTOR and its subcontractors are complying with the above-mentioned warranty.

The CONTRACTOR and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by the COUNTY and to cooperate with the COUNTY inspections.

21.3 CERTIFICATION OF NO SCRUTINIZED BUSINESS OPERATIONS: Pursuant to A.R.S. § 35-397, CONTRACTOR hereby certifies that it does not have scrutinized business operations, as define in A.R.S. § 35-391(15), in Sudan, and that it does not have scrutinized business operations, as defined in A.R.S. § 35-393 (12), in Iran.

### **22. LICENSES:**

The CONTRACTOR acknowledges that in order for the COUNTY to enter into a valid contract, the CONTRACTOR must maintain in current status all federal, state and local licenses, qualifications and permits required for the operation of the CONTRACTOR'S business within the State of Arizona. The CONTRACTOR expressly agrees that the CONTRACTOR shall maintain in current good status all required licenses.

### **23. ADDITIONAL COSTS:**

If the CONTRACTOR should cause the COUNTY to incur additional costs to review and verify invoices due to submittal of incorrect data, the CONTRACTOR shall be charged for all expenses for reviewing and correcting such erroneous billings.

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

### **24. AUDIT DISALLOWANCE:**

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

## **SECTION XII – GENERAL PROVISIONS**

### **25. TERMINATION OF AGREEMENT:**

- 25.1 The COUNTY may, by serving thirty (30) days advance written notice, terminate any contract entered into without cause.
- 25.2 Failure of the CONTRACTOR (1) to provide materials or services in accordance with specifications of the contract, (2) to comply with commitments, (3) failure in the performance of materials or services or (4) to comply with the terms and conditions as set forth herein will be cause for **IMMEDIATE** termination of the agreement.
- 25.3 Any attempt to provide any product and/or service not specifically identified in the specifications or Bid Schedule, or which is provided without written consent/concurrence of the COUNTY, is a breach of the contract.
- 25.4 Notwithstanding the above, a CONTRACTOR shall not be relieved of any liability to the COUNTY for damages sustained by the COUNTY as a result of breach of this contract and the COUNTY may withhold payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the COUNTY is determined.

### **26. NON-DISCRIMINATION:**

During the performance of this contract, the CONTRACTOR agrees to observe the Non-Discrimination Clause as specified under the regulations of the Secretary of Labor contained in 29 CFR 3 (1874) made pursuant to 40 USC Section 276 (C) (1964) and Arizona Executive Order Number 75-5, and shall be binding as if written herein.

### **27. AMERICANS WITH DISABILITIES ACT:**

The CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, n.u.s.c. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR parts 35 and 36.

### **28. SEVERABILITY:**

Any provision of the resulting agreement which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, which shall remain in full force and effect.

### **29. RETENTION OF RECORDS:**

The CONTRACTOR shall retain all financial books, records and other documents relevant to this agreement for five (5) years after final payment or five (5) years after resolution of any audit questions, whichever is longer. All Federal, State or COUNTY auditors, and any other persons duly authorized by the COUNTY, shall have full access to, and the right to examine, copy and make use of any and all said financial books, records and other documents of the CONTRACTOR.

### **30. GOVERNING LAW, JURISDICTION AND VENUE:**

All matters related to the Request for Bids and the contract shall be governed by, construed under and subject to the laws of the State of Arizona. Any dispute arising between the parties shall be litigated in the Superior Court in and for the COUNTY of Yuma, Arizona and CONTRACTOR expressly consents to the jurisdiction and venue of said court.

## **SECTION XII – GENERAL PROVISIONS**

### **31. SPECIFICATIONS AND QUALITY CONTROL OF GOODS & SERVICES:**

All supplies, materials, equipment, and services furnished under the contract shall be in conformance with any bid specifications and shall meet the following minimum requirements:

- a. The title to supplies, materials, and equipment shall be good and transfer rightful.
- b. The supplies, materials, and equipment shall be delivered free from any security interest or other lien or encumbrance.
- c. Any affirmation or promise made by the CONTRACTOR which relates to the supplies, materials, and equipment shall become part of the basis of the bargain and creates an express warranty that the supplies, materials, and equipment conform to the affirmation or promise.
- d. Any description of supplies, materials, and equipment which is made by the CONTRACTOR creates an express warranty that the supplies, materials, and equipment shall conform to the description.
- e. Any sample or model which is made a part of the bid or delivered by the CONTRACTOR to the COUNTY creates an express warranty that all of the supplies, materials, and equipment conform to the sample or model.
- f. Supplies, materials, and equipment shall be merchantable such that they pass without objection in the trade under the contract description, are of fair and average quality within the description, are fit for the ordinary purposes for which such goods are used, are of even kind, quality, and quantity within each unit and among all units involved, are adequately contained, packaged, and labeled as the agreement may require and conformed to the promises or affirmations of fact made by the CONTRACTOR, and shall be fit for the purposes required by the COUNTY.

### **32. PROCUREMENT LAWS:**

Each party expressly certifies that to the best of their knowledge each party has fully complied with all applicable procurement laws of the State of Arizona and the COUNTY. Any person entering into a contract warrants that neither himself or his employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with the contract. If at any time it shall be found that the person or entity to whom a contract has been awarded has in presenting any bid or bids colluded with any other party or parties for purposes of preventing any other bid being made, or that entering into the contract is in violation of any procurement law of the State of Arizona and the COUNTY, the contract awarded shall be rescinded with all materials being returned and all payments refunded to the COUNTY. The sole remedy for violation of procurement law shall be rescission and, in the event of rescission, the parties waive any claim for damages including any claim against the COUNTY, its Board of Supervisors, or its officers, agents, or employees.

## **SECTION XII – GENERAL PROVISIONS**

### **33. DELAY IN PERFORMANCE:**

Time is of the essence under any agreement made as a result of this Bid Request and, at a minimum, the BIDDER/CONTRACTOR agrees to render performance on or before any deadline included in the specifications. The BIDDER/CONTRACTOR shall be liable to the COUNTY for any cost, expense or damages resulting from any failure by BIDDER/CONTRACTOR to timely perform all obligations under the agreement. In the event of a delay, the COUNTY may recover its actual damages.

### **34. INCORPORATION BY REFERENCE:**

BIDDER understands and agrees that all of the terms and provisions of this section "General Provisions" will be incorporated into and become a part of any agreement resulting from this Request for Bids.

### **35. BIDDER ATTACHMENTS:**

In the event the BIDDER attaches to the BIDDER'S submission any advertisement, handout, circular, pamphlet or brochure, those documents will be deemed submitted for illustration purposes only, and will not constitute a change, modification, exception or variance from the bid specifications. BIDDERS shall be fully bounded by the bid specifications notwithstanding any inconsistencies contained in BIDDER attachments.

### **36. NON-APPROPRIATION CLAUSE:**

Provider acknowledges that the COUNTY is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of COUNTY'S obligations under this contract, then this contract shall automatically expire without penalty to COUNTY after written notice to PROVIDER of the unavailability and non-appropriation of public funds.

## **AGREEMENT**

***THIS AGREEMENT, made and entered into this 14<sup>th</sup>, day of December, 2010, by and between Yuma County, Yuma County Department of Public Works - 4343 South Avenue 5 1/2E - Yuma, Az. 85365, hereinafter designated the COUNTY, and Pavement Markings, Inc. - 8949 South Beck Avenue - Tempe, Arizona 85284, hereinafter designated the CONTRACTOR.***

***WITNESSETH: That the CONTRACTOR, for and in consideration of the sum to be paid to him by the COUNTY, in the manner and at the time herein after provided, and of the other covenants and agreements herein contained, hereby agrees for himself, his heirs, administrators, successors, and assigns as follows:***

### **ARTICLE I - SCOPE OF WORK:**

- A. CONTRACTOR: The contractor shall furnish any and all materials, equipment, labor and services as required to faithfully provide Pavement Marking Materials and Services, as specified in the Request for Bids and as needed by the County, for calendar years 2011 and 2012 .***
- B. COUNTY: The County shall purchase from the Contractor, as needed, Pavement Marking Materials and Services, for calendar years 2011 and 2012 as specified in the Request for Bids.***

***ARTICLE II - CONTRACT DOCUMENTS: The attached Request for Bids and all attachments, including I. Scope of Work and Location, II. Special Provisions, III Technical Specifications, IV. Bid Proposal, V. Bid Schedule, VI. Performance Warranty, VII. Subcontracting Information. VIII. Certification, IX. Tax Information, X. Vendor Information, XI. Exceptions to Bid Solicitation, and XII. General Provisions, and the addenda thereto, if any, are by this reference made a part of this Agreement to the same extent as if set forth herein in full.***

***ARTICLE III - TERM OF AGREEMENT: The CONTRACTOR covenants and agrees to supply all auxiliary materials, labor, equipment, services and transportation necessary to provide the COUNTY with the materials called for by this Agreement, free and clear of all claims, royalties, liens and charges whatsoever and in the manner and under conditions specified. This Agreement shall be effective January 1, 2011 and remain valid through December 31, 2012. The agreement shall be automatically renewed for two (2) successive one (1) year periods, upon the same terms and conditions, unless either party notifies the other in writing of their intention not to renew, one hundred twenty (120) days prior to the expiration date of any successive one (1) year period.***

***ARTICLE IV - PAYMENTS: For and in consideration of the faithful and satisfactory performance of the work as set forth herein and in accordance with the directions of the COUNTY, through its Director of the Department of Public Works and to his satisfaction, the COUNTY agrees to pay the CONTRACTOR all monies earned for materials and services provided and invoices submitted, based upon the unit prices quoted on said CONTRACTOR'S bid. Said payments shall be made within thirty (30) days of receiving an invoice.***

**PAGE 2 - PAVEMENT MARKING MATERIALS AND SERVICES (Con't.)**

**ARTICLE V - TERMINATION OF AGREEMENT:** *Yuma County may, by serving thirty (30) days advance written notice, terminate any contract entered into without cause. Failure of the contractor (1) to provide material or services in accordance with specifications of the contract, (2) to comply with commitments, (3) failure in the performance material or services or (4) to comply with the terms and conditions as set forth herein will be cause for IMMEDIATE termination of the agreement. Any attempt to provide any product and/or service not specifically identified in the specifications or Bid Schedule, or which is provided without written consent/concurrence of the County, is a breach of the contract. Notwithstanding the above, a contractor shall not be relieved of any liability to Yuma County for damages sustained by Yuma County as a result of breach of this contract and Yuma County may withhold payments to the contractor for the purpose of set-off until such time as the exact amount of damages due to Yuma County is determined.*

**IN WITNESS WHEREOF,** *three (3) identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first written herein.*

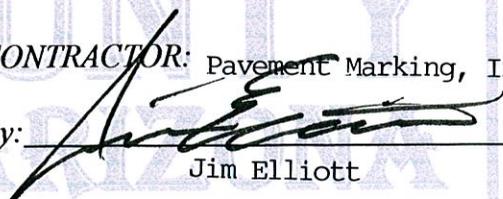
**YUMA COUNTY DEPARTMENT OF  
PUBLIC WORKS  
(COUNTY)**

*Approved As To Form*

  
\_\_\_\_\_  
*Yuma County Attorney  
Edward Feheley*

By:   
\_\_\_\_\_  
*William Beck, Director*

**CONTRACTOR:** *Pavement Marking, Inc.*

By:   
\_\_\_\_\_  
*Jim Elliott*

Title: \_\_\_\_\_ *President*

JUL 19 2012



*Yuma County Department of Public Works*

*William Beck, Director*

*Jason W Phipps, Deputy Director*

HIGHWAYS \* SOLID WASTE MANAGEMENT \* IMPROVEMENT DISTRICTS

July 18, 2012

Jim Elliott, President  
Pavement Marking, Inc.  
8949 S. Beck Avenue  
Tempe, Arizona 85284

**RE: PAVEMENT MARKING BID NUMBER: 2011-2012CY.02 - WRITTEN CONCURRENCE CONTRACT RENEWAL LETTER**

Mr. Elliott,

This letter is intended to serve as the one hundred and twenty (120) day written notice that the renewal option for the abovementioned contract is coming due. Yuma County Department of Public Works is stating its interest to renew the contract, upon the same terms and conditions, we have with your company to provide Pavement Markings for Yuma County.

Please respond in writing of your intent to renew/not to renew the Pavement Marking Contract Bid Number: 2011-2012CY.02. We are entering the first renewal option period for this contract and it will go back out to bid prior to December 31, 2014.

Should you have any questions, please contact me at the number listed below.

Sincerely,

A handwritten signature in black ink that reads "Rheo H Pasko". The signature is written in a cursive style with a large, looping initial "R".

Rheo H Pasko  
Account Clerk III

EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
PAVEMENT MARKING, INC.

[Quotation]

See following page.



**QUOTATION**

1/31/2013

**Quotation Expires in 45 Days**

**Attn: Estimating Department**

**RE: 2013- Fountain Hills Striping  
Fountain Hills- Yuma Cty. 2011-12CY.02  
Bid Date: 1/3/2013**

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
01	Yellow Paint	39000 LF	\$0.100	\$3,900.00
02	White Paint	48700 LF	\$0.100	\$4,870.00
02B	Preform Plastic (Supply & Install)	18 EA	\$125.000	\$2,250.00
05B	Labor Charge/ per Crew Member	12 HR	\$50.000	\$600.00
06B	Mobilization	1 EA	\$800.000	\$800.00
N/A	Paint Symbol (Bike Lane Marking Set)	2 EA	\$125.000	\$250.00
N/A#1	90 Mil White Thermoplastic (4" Equiv)	2370 LF	\$0.700	\$1,659.00
N/A#2	Preform Plastic (Install Word)	2 EA	\$175.000	\$350.00
N/A#3	Sales Tax- 9.9%	1 EA	\$1,453.220	\$1,453.22

**Total Bid: \$16,132.22**

**BID CONDITIONS**

Our Quotation Excludes the Following: Survey, Sweeping, Sales Tax, Permits, Bond, As-Built Drawings

Striping survey is required per ADOT Specification 925-3. Payment Terms Net 30 Days. A minimum of 14 days notice required prior to starting work. Our price includes a TMA for traffic control. Layout is not included.

**GENERAL INFORMATION**

Insurance:	Milne Scali & Company	Workman's Comp:	CNA
Policy #:	4016267230	Federal ID Numbe	86-0679854
General Aggregate:	\$2,000,000.00	AZ Tax #:	07-412284-F
ProdCmp/Ops Aggregate	\$2,000,000.00	Bond Rate:	\$8.00/1000.00 (Minimum \$100.0
Auto/Sgl Limit Liability:	\$1,000,000.00	Contractor's License	089917, 28063
Umbrella:	\$4,000,000.00		

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