

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BROWN AND WHITE, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and Brown and White, Inc., a(n) Arizona corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On March 2, 2022, under (S.A.V.E Cooperative Purchasing Agreement, Mohave, etc.), the Yavapai County Office of Procurement entered into a contract with Contractor to purchase the goods and services described in the Guardrail Repair and Installation, Contract No. 2022-073("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

- 1. **Term of Agreement.** The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was March 21, 2022, until the date the contract expires on March 20, 2023 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until March 20, 2023. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew.

The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed two hundred fifty thousand dollars (\$250,000) for the entire term of the Agreement.

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

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

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

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

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

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

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

City of Glendale
c/o Shahid Abbas
6210 W. Myrtle Ave, Suite 111
Glendale, Arizona 85301
623.930.3559
SAbbas@glendaleaz.com

And

Brown and White, Inc.
c/o Peter Granillo
501 E. 30th St.
Tucson, AZ 85713
520.624.9860
Pete@brownandwhiteinc.com

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

“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

Brown and White, Inc.,
an Arizona corporation

By: _____
Kevin R. Phelps
City Manager

By: _____
Name: Peter Granillo
Title: President

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BROWN AND WHITE, INC.**

**EXHIBIT A
YAVAPI COUNTY CONTRACT NO. 2022-073
GUARDRAIL REPAIR AND INSTALLATION**

CONTRACT

THIS AGREEMENT, made and entered into this 2nd day of **March, 2022**, by and between the **COUNTY OF YAVAPAI**, State of Arizona, acting by and through its Board of Supervisors, party of the first part, hereinafter designated the COUNTY, and **BROWN AND WHITE, INC.**, party of the second part, hereinafter designated the CONTRACTOR. This contract will be in effect from March 21, 2022, to March 20, 2023.

WITNESSETH: That the Contractor by these presents does covenant, contract and agree with the County, for and in consideration for the payments made as provided for in the Specification and in the Proposal, to the Contractor by the County, and under the penalty expressed in the bonds hereto attached, at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for **GUARDRAIL REPAIR AND INSTALLATION IN YAVAPAI COUNTY, ARIZONA - CONTRACT #2223094**. The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Specifications and Plans. The specifications and drawings furnished by the Contractor with his proposal, and the additional drawings or prints and other information furnished by the Contractor in accordance with the Specifications, are made a part of this agreement. The said Specifications and Plans prepared by the Yavapai County Engineer, Prescott, Arizona, for the said County of Yavapai are intended to be complimentary therewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of said Specifications and Plans, drawings or prints, the same as though the said work was contained and described in all.

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

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

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

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

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

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

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

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

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

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

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


within one month following the effective date of this Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.

Written Certification Pursuant to A.R.S. §35-393.01. If Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. §4842 or a regulation issued pursuant to 50 U.S.C. §4842.

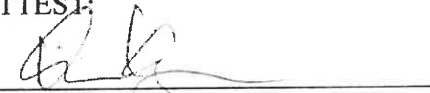
IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties named, on the date and year first herein written.

YAVAPAI COUNTY

Party of the First Part

By: 
Mary Mallory, Chair
Yavapai County Board of Supervisors


ATTEST:



Kim Kapin, Clerk of the Board
Yavapai County

BROWN AND WHITE, INC.

Party of the Second Part

By: 
(Signature/Official Title)
501 E. 30th St.
Tucson, AZ 85713
Ph: 520.624.9860
Fax: 520.624.1062

PROPOSAL – Revised February 1, 2022

Date 2/10/22

Honorable Board of Supervisors of
Yavapai County
Prescott, Arizona

Dear Board of Supervisors:

In compliance with your invitation for bid and all conditions of the contract documents, the undersigned Brown and White, Inc.

a corporation organized under the laws of the State of Arizona a partnership consisting of N/A

or individual trading as N/A

of the City of Tucson, hereby proposes and agrees to furnish any and all plant, materials, labor, construction equipment, services, etcetera, required for **GUARDRAIL REPAIR AND INSTALLATION IN YAVAPAI COUNTY, ARIZONA - CONTRACT #2223094**, in strict accordance with the specifications and to supply materials, equipment, services therein for the County, in a good and workmanlike substantial manner and to the satisfaction of the County, through its properly authorized agents and under the direction and the supervision of its properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the County or their properly authorized agents, as provided herein, at the unit price(s) **including all applicable taxes, including but not limited to Arizona Vendor's Transaction Privilege Tax and Out of State Vendor's Use Tax:**

I. BID ITEMS FOR INSTALLATION OF NEW GUARDRAIL	UNIT PRICE	
1. MATERIALS: COMPLETE AND INSTALLED		
1A. GUARDRAIL WITH TIMBER POSTS (ADOT C-10.03), Installed	\$ 49.42	Per LF
1B. SHOP CURVED GUARDRAIL WITH TIMBER POSTS (ADOT C-10.03), Installed	\$ 55.50	Per LF
1C. GUARDRAIL WITH STEEL POSTS (ADOT C-10.04), Installed	\$ 56.68	Per LF
1D. SHOP CURVED GUARDRAIL WITH STEEL POSTS (ADOT C-10.04), Installed	\$ 59.25	Per LF
1E. GUARDRAIL WITH 8-FOOT LONG STEEL POSTS (ADOT 905), Installed	\$ 60.19	Per LF
1F. SHOP CURVED GUARDRAIL WITH 8-FOOT LONG STEEL POSTS (ADOT 905), Installed	\$ 62.25	Per LF
1G. GUARDRAIL ANCHOR ASSEMBLIES (ADOT C-10.08), Installed	\$ 5,165.71	Per Each
1H. BOLTED ANCHOR FOR BOX CULVERT INSTALLATION (ADOT C-10.07), Installed	\$ 1,298.00	Per Each
1I. GUARDRAIL TERMINAL (ADOT C-10.20, C-10.21 or C-10.26) MSKT by Road Systems, Inc. or SoftStop by Trinity Industries or MFLEAT by Road Systems, Inc. (MASH TL3 SYSTEM)	\$ 6,318.00	Per Each
1J. TANGENT TYPE TERMINAL (Manufacturer's Drawing MSKT-SP-MGS-TL2) MSKT by Road Systems, Inc. (MASH TL2 SYSTEM)	\$ 5,874.00	Per Each
1K. GUARDRAIL TRANSITION, MGS TO BRIDGE BARRIER (ADOT Standard Drawings C-10.30 or C-10.31)	\$ 5,878.67	Per Each
1L. GUARDRAIL TRANSITION, MGS TO G4 (ADOT Standard Drawings C-10.38)	\$ 1,732.65	Per Each
1M. CRG W-BEAM GUARDRAIL WITH CURVED GUARDRAIL AND 5 CRT POSTS (FHWA Standard Drawings 617-21)	\$ 99.87	Per LF
1N. MILEAGE RATE from Prescott Roads Department to Job Site	\$ 10.60	Per Mile
1O. MILEAGE RATE from Camp Verde Roads Department to Job Site	\$ 10.60	Per Mile

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II. BID ITEMS FOR GUARDRAIL REPAIR AND/OR REMOVAL	UNIT PRICE	
1. LABOR		
1A. FOREMAN	\$ 67. ⁵⁰	Per Hour
1B. TOPPER	\$ 37. ⁰⁰	Per Hour
1C. OPERATOR	\$ 52. ⁰⁰	Per Hour
1D. LABORER	\$ 27. ⁰⁰	Per Hour
1E. FLAGGER	\$ 40. ⁰⁰	Per Hour
2. MATERIALS		
2A. GUARDRAIL WITH TIMBER POSTS (ADOT C-10.03)	\$ 21. ⁰⁰	Per LF
2B. SHOP CURVED GUARDRAIL WITH TIMBER POSTS (ADOT C-10.03)	\$ 27. ⁰⁰	Per LF
2C. GUARDRAIL WITH STEEL POSTS (ADOT C-10.04)	\$ 28. ⁰⁰	Per LF
2D. SHOP CURVED GUARDRAIL WITH STEEL POSTS (ADOT C-10.04)	\$ 34. ⁰⁰	Per LF
2E. GUARDRAIL WITH 8-FOOT LONG STEEL POSTS (ADOT 905)	\$ 33. ⁰⁰	Per LF
2F. SHOP CURVED GUARDRAIL WITH 8-FOOT LONG STEEL POSTS (ADOT 905)	\$ 34. ⁰⁰	Per LF
2G. TANGENT TYPE TERMINAL (ADOT 905-3.10) SKT-350 by Road Systems, Inc. or ET Plus by Trinity Industries. (50-foot long system)	\$ 3,512. ⁰⁰	Per Each
2H. TANGENT TYPE TERMINAL (ADOT 905-3.10) SKT-350 by Road Systems, Inc. or ET Plus by Trinity Industries. (25-foot long system)	\$ 3,122. ⁰⁰	Per Each
2I. FLARED TYPE TERMINAL (ADOT 905-3.10) FLEAT-350 by Road Systems, Inc. or SRT-350 by Trinity Industries. (37.5-foot long system)	\$ 2,954. ⁰⁰	Per Each
2J. GUARDRAIL ANCHOR ASSEMBLIES (ADOT C-10.08, 2017 Standard Drawings, MASH)	\$ 1,467. ⁵⁵	Per Each
2K. GUARDRAIL ANCHOR ASSEMBLIES (ADOT C-10.08, 2012 Standard Drawings, NCHRP-350)	\$ 1,320. ⁰⁰	Per Each

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II. BID ITEMS FOR GUARDRAIL REPAIR AND/OR REMOVAL - continued	UNIT PRICE	
2L. BOLTED ANCHOR FOR BOX CULVERT INSTALLATION (ADOT C-10.07, 2017 Standard Drawings, MASH)	\$ 528. ²⁶	Per Each
2M. BOLTED ANCHOR FOR BOX CULVERT INSTALLATION (ADOT C-10.07, 2012 Standard Drawings, NCHRP-350)	\$ 456. ⁵⁰	Per Each
2N. GUARDRAIL TERMINAL (ADOT C-10.20, C-10.21 or C-10.26) MSKT by Road Systems, Inc. or SoftStop by Trinity Industries or MFLEAT by Road Systems, Inc. (MASH TL3 SYSTEM)	\$ 3,067. ⁷⁶	Per Each
2O. TANGENT TYPE TERMINAL (Manufacturer's Drawing MSKT-SP-MGS-TL2) MSKT by Road Systems, Inc. (MASH TL2 SYSTEM)	\$ 2,992. ³⁴	Per Each
2P. TEST LEVEL 3 SMART CUSHION Part #SCH100GM	\$ 34,531. ²⁵	Per Each
2Q. GUARDRAIL TRANSITION, MGS TO BRIDGE BARRIER (ADOT Standard Drawings C-10.30 or C-10.31)	\$ 3,100. ⁴⁹	Per Each
2R. CRG W-BEAM GUARDRAIL WITH CURVED GUARDRAIL AND 5 CRT POSTS (FHWA Standard Drawings 617-21)	\$ 942. ¹⁹	Per Each
2S. "MONDO" STANDOFF BLOCK MONDO POLYMERS TECHNOLOGIES Part # GB14SH (6"x8"x14")	\$ 10. ²⁴	Per Each
2T. "MONDO" STANDOFF BLOCK MONDO POLYMERS TECHNOLOGIES Part #MGS14SH (6"x12"x14")	\$ 18. ⁰³	Per Each
2U. W-BEAM (25')	\$ 346. ²³	Per Each
2V. W-BEAM (12.5')	\$ 179. ⁴⁹	Per Each
2W. WOOD POST (6x8)	\$ 31. ²⁹	Per Each
2X. WOOD POST (8x8)	\$ 48. ⁵⁸	Per Each
2Y. STEEL POST	\$ 79. ⁸⁷	Per Each
2Z. STEEL POST (8')	\$ 106. ¹⁹	Per Each
2AA. WOOD BLOCK (6x8x14)	\$ 6. ⁶⁵	Per Each

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II. BID ITEMS FOR GUARDRAIL REPAIR AND/OR REMOVAL - continued	UNIT PRICE	
2BB. WOOD BLOCK (8x8x14)	\$11.55	Per Each
2CC. WOOD BLOCK (6x12x14)	\$13.23	Per Each
3. EQUIPMENT		
3A. AUGER TRUCK	\$85.00	Per Hour
3B. PUNCH TRUCK	\$85.00	Per Hour
3C. <u>OPTIONAL</u> ROCK DRILLING EQUIPMENT	\$85.00	Per Hour OPTIONAL ITEM
3D. COMPRESSOR	\$33.00	Per Hour
3E. BACKHOE	\$113.35	Per Hour
3F. FORKLIFT	\$112.50	Per Hour
3G. CREW TRUCK W/ TOOLS	\$89.28	Per Hour
3H. VAC TRUCK (utility conflicts)	\$500.00	Per Hour
3I. MILEAGE RATE from Prescott Roads Department to Job Site	\$10.00	Per Mile
3J. MILEAGE RATE from Camp Verde Roads Department to Job Site	\$10.00	Per Mile
4. COATINGS		
4A. PAINT – material and installation	\$179.20	Per Gallon
4B. NATINA – material and installation	\$380.00	Per Gallon

Upon Receipt of Notice of Acceptance of this bid, the undersigned will execute the formal Contract within 10 days.

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

YC CONTRACT NO. 2022-073

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

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

If applicable to the trade, the undersigned is the holder of an Arizona Commercial Contractors License No. ROC 296020 and Classification A.
ROC 073207 KE, ROC 135795 CR-14, ROC 178994 B, ROC 158519 B-1
If Bidder is an out-of-state vendor:

1. Please identify whether you are registered with the Arizona Dept. of Revenue. If so, please provide your tax ID number: 77/14

2. Do you pay any sales taxes to your own state on the items required under this contract? If so, state the tax rate: 77/14

PLEASE NOTE: Yavapai County becomes liable for Arizona use tax if out-of-state vendors are not registered with the department of revenue and in cases where the vendor's state sales tax or other excise tax is less than the Arizona use tax rate. Arizona use tax is currently 5.6%; some Arizona cities also impose a use tax rate. **These additional sums will be added to the bid price submitted when comparing all bids to determine the lowest bidder.**

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

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

Respectfully submitted,

Brown and White, Inc
Bidder (Company Name)

Pete C. Jensen, P.E. Pres./P.E.
(Signature/Official Title)

501 E. 30th St.
Address

Tucson, AZ 85713
City/State/Zip Code

520/624-9860 520/624-1062
Telephone/Fax Numbers

Pete@brownandwhiteinc.com
Email Address

GENERAL PROVISIONS

1. Bid Price shall be for delivery, repair, and installation to designated points within Yavapai County as specified herein. All bid prices shall be held firm for a period of sixty (60) days after the bid opening. All bid prices shall include ALL APPLICABLE TAXES. Submit bids in accordance with *Instructions for Bidding* included in the contract documents. Yavapai County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address.
2. The County shall not permit any bid to be modified once the sealed bid has been publicly opened by the County at the bid opening. Modifications proposed after the bid opening to make equipment/services conform to the specifications will not be considered. No responsibility will attach to a County employee for the premature opening of a bid not properly addressed and identified in accordance with the bid documents.
3. Equipment/services bid shall be new, current design and meet specifications, unless otherwise specified. Bidder(s) should supply all information necessary for the County to determine (a) whether the equipment/services offered meets the requirements of the specifications, and (b) exactly what the bidder proposes to furnish. The bidders must certify that the equipment/services offered meet all technical specifications of the bid documents.
4. Quantities as shown in the bid form are estimates only based upon available information. The County reserves the right to adjust the quantities as necessary to meet its needs. The County does not guaranty any minimum or maximum amounts of purchase.
5. Whenever an article or materials is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired, and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency.
6. This is a multi-award contract and will be awarded to the responsible bidder(s) whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications and other factors. The Board of Supervisors of Yavapai County reserves the right to reject any or all bids, to waive formalities, and to accept the bid(s) deemed to be in the best interest of Yavapai County. Past performance on County projects or other public projects will be evaluated in awarding contracts, and the County may decide to award to a contractor who is *not* the low bidder. **DEVIATIONS FROM COUNTY SPECIFICATIONS MAY RESULT IN REJECTION OF BID.**

The evaluation of bids and the determination of acceptability of the supplies, materials, equipment or services bid shall be the sole responsibility of the County and will be based

on information furnished by the bidder, or identified in his bid, as well as other information reasonably available to the County.

7. The materials, equipment, and services ordered will be inspected by the receiving department for conformance with the specifications and workmanship.
8. Bidders shall have any and all licenses required to perform the work specified herein, and shall conform to all applicable Federal, State and local codes and laws.
9. **Terms and Payment:** Invoices shall be prepared and submitted in the precise manner requested by County. All unit prices and totals shall **INCLUDE ALL APPLICABLE TAXES**. Yavapai County has established an Electronic Funds Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within one month following the effective date of this Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.
10. **Written Certification Pursuant to A.R.S. §35-393.01.** If Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. §4842 or a regulation issued pursuant to 50 U.S.C. §4842.
11. **Cooperative Use of Contract (aka Piggy-Back Clause).** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accordance with the laws, ordinances, rules and regulations applicable to such entity, and the approval of the Contractor and the County. The provision of goods or services to other agencies under this contract does not absolve the Contractor from fully complying with the requirements set forth within the contract for materials and services to be provided to the County under this contract. Any attempt to represent any material and or service as being under this contract with Yavapai County which is not a subject of, or an addition to this contract, is a violation of the contract. Any such action is subject to legal and contractual remedies available to Yavapai County including, but not limited to, cancellation or suspension of the contract.

In the event that another governmental agency or subdivision chooses to use this agreement for procurement purposes, the procuring party shall be solely responsible for the ordering of materials, services or construction under this agreement. Payment, inspection and acceptance of goods or services ordered by the procuring party shall be the exclusive obligation of the procuring party. County shall not be liable in any way for alleged or actual violations by the procuring party or Contractor, and the procuring party shall hold County harmless from any liability which may arise from the action or inaction

of the procuring party. Contractor agrees to look solely to the procuring party in pursuing all legal remedies that may be available to Contractor for acts or inaction of the procuring party.

The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

12. Failure on the part of the bidder to comply with all of the above instructions may result in bid rejection by the Board of Supervisors, and/or cancellation of orders without liability to the County.
13. All Special Provisions and Technical Specifications take precedence over General Provisions where there is a conflict.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BROWN AND WHITE, INC.**

**EXHIBIT B
Scope of Work**

PROJECT

Contractor will provide guardrail materials installations, services, repair and accessories for various locations city-wide. New installation and repair services of guardrail may include but are not limited to: supplying all labor, material, equipment and traffic control to construct new guardrail, reconstruct existing guardrail, and install new guardrail end treatments. Guardrail related construction activities shall include but are not limited to the delineation of guardrail sections and guardrail terminals, including all necessary components and markings, installed new or reconstructed.

The contract is to be used on an as-needed basis for City of Glendale public roadways, intersections, turn lands, bridges and other work deemed necessary by the City.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BROWN AND WHITE, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is in accordance with Section 3 of this agreement

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$250,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay contractor compensation in accordance with the rates as set forth in Yavapai County Contract No. 2022-073, guardrail material, installation, services and accessories at City of Glendale locations as needed.