

**- REQUEST FOR BIDS -**



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

**Pavement Marking (2023-2024)**

**Bid Number: 2023-2024CY.04**

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 (2023-2024 CALENDAR YEARS)

OFFER DUE DATE: **January 31, 2023**

**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.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLCITATION.**

/s/ Kelly Fricke  
Kelly Fricke, Interim Director  
Department of Public Works

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**1. DESCRIPTION:**

- 1.1 The COUNTY is requesting bids for a Pavement Marking contract for the 2023-2024 calendar years (January 1, 2023 through December 31, 2024). Except as otherwise approved in writing by the Public Works Director, the work shall be done primarily from the months of April through June and July through October, 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 through 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 its proposal and should familiarize itself 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 its 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 its equipment. CONTRACTOR 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 the contract. 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/her 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 Services). 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.

**1. MATERIALS:**

- 1.1 Paint materials shall comply with 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.

Technical Data		
	White Paint	Yellow Paint
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.

**1. MATERIALS, cont'd:**

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.

TABLE 1		
SIEVE NUMBER	% RETAINED	
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 ±5C (77 ±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 prior to such use.

**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.

**2. EQUIPMENT, cont'd:**

- 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 its designated representative.
- 2.4 The CONTRACTOR will provide its own yard for parking, maintenance and storage of all equipment, if Yuma County facilities are unavailable.

**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.

**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 6" 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 Crafcro 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.

**4. APPLICATION and TOLERANCES, cont'd:****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 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 6" 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 6" 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 at CONTRACTOR'S expense.

**5. METHOD of MEASUREMENT and PAYMENT, cont'd:**

- 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 6" line obliteration basis similar to the installation of pavement marking paint. Payment will be made at the contract unit price per linear foot of 6" 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 2023-2024 calendar years (January 1, 2023 through December 31, 2024). 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.
- 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.

The following are estimated quantities:

<b>Estimated Inventory Totals for 2023-2024 Water based and Thermal paint striping</b>			
Total L.F. Yellow		Total L.F.	
Solid	S&S	Skip	White
1,014,532	683,107	287,833	4,203,908

## SECTION IV – BID PROPOSAL

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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 Ms. Shannon Thomas, 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 (2023 - 2024 Calendar Years)

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 (collectively, "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.

  
 \_\_\_\_\_  
 Undersigned BIDDER, Signature

1/27/2023  
 \_\_\_\_\_  
 Date

Randy Franklin  
 \_\_\_\_\_  
 Printed Name

Franklin Striping Inc  
 \_\_\_\_\_  
 Contractor Name

**SECTION IV – BID PROPOSAL**

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

- 1. Franklin Striping Inc , a corporation organized under the laws of the State of \_\_\_\_\_ 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 Arizona, 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 CONTRACTOR's License Number:

ROC 115-703


THIS BID SUBMITTED, this 27<sup>th</sup> day of January, 2023.

Company/Firm/Individual (print): Franklin Striping Inc

Address: 2832 S 45th Street

City, State, Zip: Phoenix, AZ 85040

Phone: ( 480 ) 898-1180


Signed: 

Printed Name: Randy Franklin

Officer/Title: President

Dated: 1/27/2023

ATTEST:

  
Witness: IF BIDDER is an individual

**Bidder Company Name:** Franklin Striping Inc

**SCHEDULE “A” - PRIMARY SERVICES**

ITEM #	DESCRIPTION	EST. QUANTITY/ UNIT	UNIT PRICE	TOTAL
1	YELLOW Pavement Marking Paint	1,523,000 LF	\$ 0.15	\$ 228,450.00
2	WHITE Pavement Marking Paint	1,161,000 LF	\$ 0.17	\$ 197,370.00
<b>TOTAL AMOUNT</b>				<b>\$ 425,820.00</b>

**Bidder Company Name:** Franklin Striping Inc

ITEM #	DESCRIPTION	EST. QUANTITY/ UNIT	UNIT PRICE	TOTAL
1	Thermoplastic line 46" Yellow 90mils	LF	\$ 0.80	\$ 0.80
2	Thermoplastic line 6" White 90mils	LF	\$ 0.80	\$ 0.80
3	Thermoplastic line 12" Yellow 90mils	LF	\$ 3.00	\$ 3.00
4	Thermoplastic line 12" White 90mils	LF	\$ 3.00	\$ 3.00
5	Thermoplastic line 6" Yellow 120mils	LF	\$ 1.20	\$ 1.20
6	Thermoplastic line 6" White 120mils	LF	\$ 1.20	\$ 1.20
7	Thermoplastic line 12" Yellow 120mils	LF	\$ 3.50	\$ 3.50
8	Thermoplastic line 12" White 120mils	LF	\$ 3.50	\$ 3.50
9	Preformed Thermoplastic (Supply & Install)	Each	\$ 225.00	\$ 225.00
10	Preformed Thermoplastic (Install ONLY)	Each	\$ 260.00	\$ 260.00
11	Raised Pavement Markers	Each	\$ 3.50	\$ 3.50
12	Reflective Pavement Markers	Each	\$ 3.50	\$ 3.50
13	Striping Obliteration	Per LF	\$ 0.80	\$ 0.80
14	Labor Charge/Per Crew Member	1 Hour	\$ 100.00	\$ 100.00
15	Mobilization	Each	\$ 2000.00	\$ 2000.00
<b>TOTAL AMOUNT</b>				<b>\$ 2609.80</b>

Thermoplastic pavement markings shall conform to Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Section 704 – Thermoplastic Pavement Markings, unless otherwise approved in advance by the Public Works Director.

### **PREFORMED THERMOPLASTIC**

Preformed Thermoplastic shall conform to Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Section 705. Preformed Thermoplastic Shall be a general purpose high durability retroreflective pliant polymer film for preformed striping and markings to be used for finished permanent markings. It shall be capable of performing as specified herein when subjected to high traffic volumes and severe wear conditions such as repeated shear action from crossover or encroachment on edge and channelization lines, starting, stopping, and turning movements.

**SECTION VI – PERFORMANCE WARRANTY**

**CONTRACT PERFORMANCE WARRANTY**

I, Randy Franklin, representing  
Franklin Striping Inc (Company Name)

do hereby warranty the work performed for the:

**YUMA COUNTY PAVEMENT MARKING CONTRACT 2023 – 2024 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 its intended manner, normal wear excluded.

  
Authorized Signatory for CONTRACTOR

1/27/2023  
Date

**CERTIFICATION OF SUBCONTRACTING**

At the time of the submission of bids for:

**YUMA COUNTY PAVEMENT MARKING CONTRACT 2023 – 2024 Calendar Years**

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.

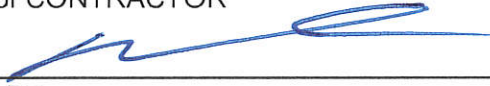
\_\_\_\_\_ A portion of the work will be subcontracted.

  X   None of the work will be subcontracted.

Subcontractor's License Number \_\_\_\_\_

Franklin Striping Inc

\_\_\_\_\_  
Name of CONTRACTOR

  
\_\_\_\_\_  
Signed By

Randy Franklin  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

1/27/2023  
\_\_\_\_\_  
Date

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 Contractor:  Franklin Striping Inc

Signature:  

Printed Name:  Randy Franklin

Title of Position:  President

Address:  2832 S 45th Street

City:  Phoenix  State:  AZ  Zip Code:  85040

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/ Kelly Fricke   
Kelly Fricke, Interim Director  
Department of Public Works

Thermoplastic pavement markings shall conform to Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Section 704 – Thermoplastic Pavement Markings, unless otherwise approved in advance by the Public Works Director.

### **PREFORMED THERMOPLASTIC**

Preformed Thermoplastic shall conform to Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Section 705. Preformed Thermoplastic Shall be a general purpose high durability retroreflective pliant polymer film for preformed striping and markings to be used for finished permanent markings. It shall be capable of performing as specified herein when subjected to high traffic volumes and severe wear conditions such as repeated shear action from crossover or encroachment on edge and channelization lines, starting, stopping, and turning movements.

**THIS SHEET MUST BE FULLY COMPLETED:**

**SEND PURCHASE ORDERS TO:**

Name (print): Franklin Striping Inc, Attn: Randy Franklin

Address: 2832 S 45th Street

City: Phoenix State: AZ Zip Code: 85040

**SEND PAYMENTS TO:**

Name (print): Franklin Striping Inc, Attn: Randy Franklin

Address: 2832 S 45th Street

City: Phoenix State: AZ Zip Code: 85040

Telephone: ( 480 ) 898-1180

Name of Person to Contact for Orders (print): Sadim Boyd

Telephone: ( 480 ) 898-1180

E-Mail Address: sadim@franklinstriping.com

Person to Contact for Questions/Problems (print): Tim Passaglia

Telephone: ( 480 ) 898-1180

E-Mail Address: tim@franklinstriping.com

## SECTION XI – EXCEPTIONS TO BID SOLICITATION

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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.

**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 its 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.

**5. SUBMISSION OF BID, cont'd:**

- 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, 2024.

**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 invitation for bids are desired, may result in the removal of your name from the COUNTY'S BIDDER'S list covering this category of items.

**9. FRAUD AND COLLUSION:**

- 9.1 Each BIDDER, by submission of its 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; and
  - 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 itself or its 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. EVALUATION AND AWARD, cont'd:**

- 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
- 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 its 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, 2023 and terminate on December 31, 2024. 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, ninety (90) days prior to the expiration date of any successive one (1) year period.

**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. INSURANCE, cont'd:**

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.

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, and 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.

**19. INDEPENDENT CONTRACTOR, cont'd:**

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.

**20. 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.

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.

**22. CHANGES, ADDITIONS OR DELETIONS:**

22.1 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.

**23. CONFORMATION WITH LAWS:**

23.1 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.

23.2 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.

**24. 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.

**25. 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.

**26. 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.

**27. TERMINATION OF AGREEMENT:**

27.1 The COUNTY may, by serving thirty (30) days advance written notice, terminate any contract entered into without cause.

27.2 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.

27.3 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.

27.4 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. 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, or 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

ARIZONA STATUTORY BID BOND FOR CONSTRUCTION  
PURSUANT TO TITLES 28,34, AND 41, ARIZONA REVISED STATUTES

(Penalty of this bond must not be less than 10% of the bid amount)

Bond No. BID01272023

KNOW ALL MEN BY THESE PRESENTS THAT: Franklin Striping, Inc.

(hereinafter "Principal"), as Principal, and Merchants National Bonding, Inc.

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of Iowa with its principal offices

in the City of Des Moines, holding a certificate of authority to transact surety business in Arizona issued by the

Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the

Yuma County

(hereinafter "Obligee") in the sum of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below,

for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally,

firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Pavement Marking (2023-2024)

Bid Number: 2023-2024CY.04

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications or Contract Documents with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this 26th day of January, 2023.

Franklin Striping, Inc.  
PRINCIPAL SEAL

By [Signature]

Title: President

Merchants National Bonding, Inc.  
SURETY SEAL

By [Signature]

(Attorney-in-Fact)

Michael J. Mesenbrink, Attorney-in-Fact

Crest Insurance Group  
Agency of Record

7272 E Indian School Road, Suite 375, Scottsdale, AZ 85251  
Agency Address

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Filiberto J Islas; Heather J Perrin; Jeri Lynn Thompson; Katie Love; Lisa M Hankal; Margie Wager; Maria R Lucero; Michael J Mesenbrink; Thomas R Turner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of March, 2021.

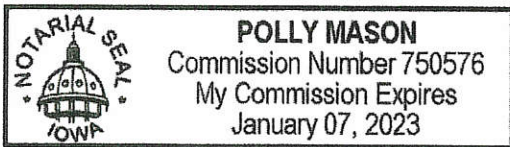


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 1st day of March, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of January, 2023.



*William Warner Jr.*  
Secretary

1-30-23 @ 9:50 am

Dmc

YUMA COUNTY BOARD OF SUPERVISORS  
198 SOUTH MAIN STREET  
YUMA, ARIZONA 85364

SEALED BID FOR PAVEMENT MARKING  
FRANKLIN STRIPING INC.  
JANUARY 31, 2023 AT 10:00 AM

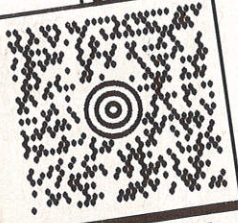
PHIL KOWALCZYK  
(480) 252-7430  
THE UPS STORE #3530  
STE 103  
7650 S MCCLINTOCK DR  
TEMPE AZ 85284-1673

SHIP WT: 2.5  
DATE: 27 JAN 2023

SHIP YUMA COUNTY BOARD OF SUPERVISORS  
TO: 198 S MAIN ST

YUMA AZ 85364-1424

AZ 853 0-01



UPS NEXT DAY AIR

TRACKING #: 1Z 1Y7 40A 01 7059 0122

1



BILLING: P/P  
UPS CARBON NEUTRAL SHIPMENT



REF #1: EJ

ISH 13.00F Z2P 450 03.5U 01/2023