

**MATERIAL AND SERVICES AGREEMENT
BETWEEN THE CITY OF APACHE JUNCTION AND
FRANKLIN STRIPING INC.
FOR STREET STRIPING SERVICES**

PROJECT NO.: HFS21-11

THIS AGREEMENT made and entered into by and between the CITY OF APACHE JUNCTION ("City"), an Arizona municipal corporation, and FRANKLIN STRIPING INC., an Arizona corporation, ("Contractor"), sometimes collectively referred to as the "Parties", or individually as a "Party".

RECITALS

- A. After a competitive procurement process, Maricopa County Department of Transportation, Arizona ("County") entered into Contract No. 210109-S, dated January 14, 2021 (the "County Contract"), for the Contractor to provide for installation of paint stripes and markings (the "Work"). A copy of the County Contract is attached hereto as Exhibit A and incorporated herein with this Agreement (the "Contract Documents"), to the extent not inconsistent with this Agreement. If there are inconsistent provisions between the County Agreement and this Agreement, the provisions of this Agreement shall govern.
- B. City and Contractor desire to set forth herein their respective responsibilities and the manner and terms upon which Contractor shall complete the Work.
- C. City has complied with the public bidding requirements under Arizona Revised Statutes ("A.R.S.") Title 34, and Apache Junction City Code, Vol. I, Chapter 3, Administration, Article 3-7, Procurement Procedures, to purchase such materials and services under the County Contract.

AGREEMENT

NOW, THEREFORE, City retains Contractor to perform, and Contractor agrees to render the Work in accordance with the terms and conditions set forth as follows:

1. **SCOPE OF WORK:** This is an as needed quantity and delivery agreement for materials and services and the scope of work ("SOW") is more fully delineated in Exhibit A.

2. **WORK ORDERS:** Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the materials and services to the City in such quantities and configurations agreed upon between the Parties, in a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order shall contain a reference to the Contract Documents. Work Orders submitted without referencing the Contract Documents will be subject to rejection. Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms the Contract Documents (collectively, "Unauthorized Conditions"), other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement, shall not alter such terms and conditions set forth in this Agreement or under the County Contract, shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Subsection 3 below and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

The City reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the City agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The City will not reimburse the Contractor for any costs incurred after receipt of City notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order, or for anything not expressly permitted pursuant to this Agreement.

3. **TERM OF AGREEMENT:**

Initial Term

This Agreement shall be effective upon execution by the last Party and shall remain in full force and effect until January 31, 2023 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the County Contract.

Renewal Terms

After the expiration of the Initial Term, this Agreement may renew automatically for an additional one-year term ("Automatic Renewal Term") in accordance with the County Contract. Renewal approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of the County Contract will cause this Agreement to terminate at the end of the then-current term. The

Initial Term, Automatic Renewal Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

4. **PAYMENTS & COMPLETION:** Prices shall be governed under Exhibit A for the performance of the Work. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual amount not to exceed two hundred thousand dollars (\$200,000) for materials and services as requested through proper Work Order at the unit rates set forth in the County Contract. The maximum aggregate amount for this Agreement during all years it is in effect, including all Renewal Terms, shall not exceed four hundred thousand dollars (\$400,000). Once City finds the Work acceptable under the Contract Documents, City shall promptly submit for processing a certificate or invoice for payment stating that, to the best of its knowledge, information and belief on the basis of its observation and inspection, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that partial payment or the full balance due the Contractor is payable.

5. **LABOR AND MATERIALS:** Unless otherwise provided in the Contract Documents, Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, tools and machinery, water, heat, utilities, transportation, other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

6. **TAXES:** Contractor shall pay all license, sales, transaction privilege, consumer, use and other similar taxes for the Work or portions thereof provided by Contractor which are legally enacted at the time bids are received whether or not yet effective or subsequently applicable due to acts of jurisdictions or bodies other than City.

7. **PERMITS & FEES:** Unless otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits, government fees, licenses and inspections necessary for the proper execution and completion of work which are customarily secured after execution of the contract and which are legally required. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. City permits for this Work will be provided to Contractor at no cost. Contractor represents and warrants that any license necessary to perform the work under this Agreement is current and valid. Contractor understands that the activity described herein constitutes "doing business in the City of Apache Junction" and Contractor agrees to obtain a business license pursuant to Chapter 8 of the Apache Junction City Code, Vol. I, and keep such license current during the term of this Agreement and after termination of this Agreement any time work is performed pursuant to the warranty provisions set forth in Section 3.7 of the County Contract. Contractor

also acknowledges that the tax provision of the Apache Junction Tax Code, Chapter 8A, may also apply and if so, shall obtain a transaction privilege license and/or other licenses as may be required by the city code. Any activity by subcontractors within the corporate city limits will invoke the same licensing regulations on any subcontractors, and Contractor ensures its subcontractors will obtain any and all applicable licenses. Further, Contractor agrees to pay all applicable privilege and use taxes that are applicable to the activities, products and services provided under this Agreement.

8. **INDEPENDENT CONTRACTOR:** Contractor shall at all times during Contractor's performance of the services retain Contractor's status as an independent contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes, or provide workers' compensation or unemployment insurance for or on behalf of them or Contractor. Contractor shall supervise and direct the delivery of the materials using its best skill and attention. Except as provided in this Agreement, Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work required by the Contract Documents. Contractor shall be responsible to City for the acts and omissions of its employees, subcontractors and their agents and employees and other persons providing any of the Work.

9. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected and appointed officers, officials, agents, and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, arising from or connected with, or alleged to have arisen from or connected with, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, the Work or services of Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of Contractor or its subcontractors in the performance of this Agreement or any subcontract. Contractor's duty to defend, hold harmless and indemnify City, any special districts, elected and appointed officers, officials, agents, and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by an Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services Contractor may be legally liable.

10. **APPLICABLE LAW AND VENUE:** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing Party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorney fees, necessary witness fees and court costs to be determined by the court in such action.

11. **INSURANCE:** Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona with policies and forms satisfactory to City.

All insurance required herein shall be maintained in full force and effect until all Work required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement.

Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, officers, officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, Work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Contractor shall be solely responsible for the deductible and/or self retention and City, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or

endorsements. City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, City's right to insist on strict fulfillment of Contractor's obligations under this Agreement.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name City, its agents, officers, officials and employees as Additional Insureds.

REQUIRED COVERAGE

Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as that on Insurance Service Office, Inc. Policy Form No. CG 00011093, or the equivalent thereof.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, or the equivalent thereof, and shall include coverage for Contractor's operations and products and completed operations.

If required by this Agreement, if Contractor sublets any part of the Work, Contractor shall purchase and maintain, at all times during prosecution of the Work, under this Agreement, an Owner and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of Contractor's Work, under this Agreement. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Contractor's Commercial General Liability insurance.

Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Contractor's owned, hired,

and non-owned vehicles assigned to or used in performance of Contractor's Work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or the equivalent thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

Workers' Compensation

Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the Work; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

By execution of this Agreement, Contractor certifies as follows:

"I am aware and understand the provisions of A.R.S. § 23-900 *et seq.* which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of this chapter, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

If Contractor has no employees for whom workers' compensation insurance is required, Contractor shall submit a declaration or affidavit to City so stating and covenanting to obtain such insurance if and when Contractor employs any employees subject to coverage.

In case any work is subcontracted, Contractor will require subcontractors to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Contractor.

Certificates of Insurance

Prior to commencing Work or services under this Agreement, Contractor shall furnish City with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. The form of the certificates of insurance and endorsements shall be subject to the approval of the Apache Junction City Attorney's Office, shall comply with the terms of this Agreement, and shall be issued and delivered to City Attorney, City of Apache Junction, 300 East Superstition Boulevard, Apache Junction, AZ, 85119.

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two (2) years past completion

and acceptance of Contractor's Work and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to City thirty (30) calendar days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. Policies or certificates and completed forms of City's Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the City Attorney) evidencing the coverage required by this section shall be filed with the City and shall include the City as an additional insured. The policy or policies shall be in the usual form of a public liability insurance, but shall also include the following provision:

"Solely as respects work done by or on behalf of the named insured for the City of Apache Junction, it is agreed that the City of Apache Junction and its officers and employees are added as additional insureds under this policy."

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) calendar days' prior written notice to City.

12. **SUCCESSORS, ASSIGNMENT & DELEGATION:** City and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other Party hereto and to the partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in the contract documents. Neither Party to the contract shall assign the contract or sublet it as a whole or delegates the duties thereunder, without the written consent of the other, nor shall Contractor assign any monies due or to become due to it without the previous written consent of City.

13. **WRITTEN NOTICE:** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity, or to an office of the corporation for whom it was intended or if delivered at or sent registered or certified mail, return receipt requested, and first class postage prepaid to the last business address known to them who gives the notice.

14. **SAFETY:** Contractor and/or its subcontractors shall be solely responsible for job safety at all times.

15. **RIGHTS & REMEDIES:** The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or

Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any action or failure to act constitute an approval of or an acquiescence to any breaches hereunder except as may be specifically agreed to in writing.

16. TERMINATION:

A. TERMINATION BY CITY: City shall be permitted to terminate this Agreement if in the discretion of the city manager or his or her designee, they believe Contractor has failed to meet the terms of this Agreement. City shall thereupon have the right to terminate the contract by giving written notice to Contractor of such termination and specifying the effective date thereof. Contractor will be paid for the time expended and expenses incurred up to the termination date.

B. TERMINATION BY CONTRACTOR: Contractor may terminate this Agreement if City fails to make payment as agreed upon in this document. Any other termination will be deemed a breach of contract by Contractor. Contractor shall provide notice of termination to City in writing specifying the effective date thereof.

17. RECORDS: Records of Contractor's labor, payroll and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Contractor shall maintain records for a period of at least two (2) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

18. AMENDMENT: It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and that oral understandings or agreements not incorporated herein shall not be binding on the Parties. The representatives of the Parties (signatory for Contractor noted below or his or her designee, and the City Manager, or his or her designee), shall be authorized to execute future amendments or extensions of this Agreement.

19. ENTIRE AGREEMENT: This Agreement and any attachments represent the entire agreement between City and Contractor and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Written and signed amendments shall automatically become part of the supporting documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

20. **SEVERABILITY**: City and Contractor each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or city code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

21. **CONFLICT OF INTEREST**: This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

22. **PROHIBITION TO CONTRACT WITH CONTRACTORS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL**: The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Contractors who engage in boycotts of the State of Israel. Should Contractor under this Agreement engage in any such boycott against the State of Israel, this Agreement shall be deemed automatically terminated by operation of law. Any such boycott is a material breach of contract.

23. **COMPLIANCE WITH FEDERAL AND STATE LAWS**: Contractor understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.


As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor will verify the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of this Agreement. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day

for the third violation. City at its option may terminate this Agreement after the third violation. Contractor shall not be deemed in material breach of this Agreement if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under this Agreement to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized representative as of this ____ day of _____, 2021.

CONTRACTOR:

FRANKLIN STRIPING INC., an Arizona corporation


By: Randy Franklin
Its: President

CITY:


CITY OF APACHE JUNCTION, ARIZONA,
an Arizona municipal corporation

By: Walter "Chip" Wilson
Its: Mayor

ATTEST:

Jennifer Pena
City Clerk

APPROVED AS TO FORM:

 4.11.21

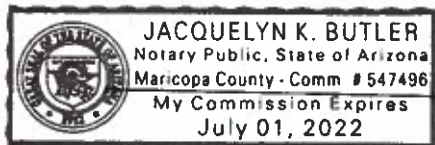
Richard J. Stern
City Attorney

STATE OF Arizona)
COUNTY OF Maricopa) SS.

The foregoing was acknowledged before me this 5th day of April,
2021, by Randy Franklin as President of
Franklin Striping, Inc.

Jacquelyn K. Butler
Notary Public

My Commission Expires:



STATE OF ARIZONA)
COUNTY OF _____) SS.

The foregoing was acknowledged before me this _____ day of _____,
2021, by Walter "Chip" Wilson as Mayor of the City of Apache Junction, an Arizona
municipal corporation.

Notary Public

My Commission Expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crest Insurance Group, LLC 7272 E. Indian School Rd. Suite 375 Scottsdale AZ 85251		CONTACT NAME: Teri Pickering PHONE (A/C, No, Ext): 520-881-5760 FAX (A/C, No): 520-325-3757 E-MAIL ADDRESS: info@crestins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Carolina Casualty Insurance Company	10510
		INSURER B: Cincinnati Insurance Company	10677
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 849014063 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 250 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	ENP 0195532	6/5/2020	6/5/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EBA 0195532	6/5/2020	6/5/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0.00			ENP 0195532	6/5/2020	6/5/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	CCWC321602	2/15/2021	2/15/2022	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	LEASED/RENTED EQUIPMENT			ENP 0195532	6/5/2020	6/5/2021	LIMIT DEDUCTIBLE 50,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as Additional Insured per written contract requirements for the General Liability GA472AZ and a Waiver of Subrogation applies per attached endorsements GA233AZ 09/17; Additional Insured-Completed Operations per attached endorsement GA4316AZ 09/17; and coverage is Primary and Non-Contributory per attached endorsement CG2001 04/13. A Per Project Aggregate applies per form GA101 12/04. Auto Liability coverage is Primary and Non-Contributory, Auto Liability Blanket Additional Insured applies per written contract, and Auto Liability Blanket Waiver of Subrogation applies per attached AA 265 01 16. Waiver of Subrogation also applies to Workers' Compensation per WC 00 03 13. Umbrella Liability Policy follows form of above policies.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY Excluded officers: Randy Franklin, Brian Franklin.
Contract #HFS21-11 Street Striping Services

CERTIFICATE HOLDER**CANCELLATION**

City of Apache Junction City Attorney 300 E. Superstition Blvd Apache Junction AZ 85119	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Cody Ritchie</i>
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Exhibit A

SERIAL 210109-S INSTALLATION OF PAINT STRIPES AND MARKINGS

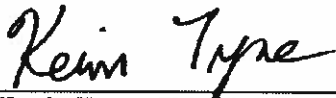
DATE OF LAST REVISION: January 14, 2021 CONTRACT END DATE: January 31, 2023

CONTRACT PERIOD THROUGH JANUARY 31, 2023

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **INSTALLATION OF PAINT STRIPES AND MARKINGS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **JANUARY 14, 2021 (Eff. 02/01/21)**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

LN/mm
Attach

Copy to: Office of Procurement Services
 John Hatler, MCDOT
 Suzi Williams-MCDOT

(Please remove Serial 14097-S from your contract notebooks)

FRANKLIN STRIPING INC, 2832 S. 45TH ST., PHOENIX AZ 85040

COMPANY NAME:	Franklin Striping Inc.
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	2832 S. 45th St. Phoenix, AZ 85040
REMIT TO ADDRESS:	2832 S. 45th St. Phoenix, AZ
TELEPHONE NUMBER:	480-898-1180
FAX NUMBER:	N/A
WWW ADDRESS:	franklinstriping.com
REPRESENTATIVE NAME:	Randy Franklin
REPRESENTATIVE TELEPHONE NUMBER:	602-695-9748
REPRESENTATIVE EMAIL ADDRESS	randy@franklinstriping.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

☒ 2% 10 DAYS NET 30 DAYS

1st Call**New Striping, Water Borne Paint (ADOT APL Formula 1 HB, Layout Required)**

Title	Unit Price	Qty	UofM
Roadway Striping w/beads (Long Line) - WHITE	\$0.14	1	linear foot
Roadway Striping w/beads (Long Line) - YELLOW	\$0.14	1	linear foot
Intersection Striping - Cross walk/Stop Bar (12 inches) (White or Yellow)	\$0.50	1	linear foot
Intersection Striping - Islands (8 inches)	\$0.25	1	linear foot
Intersection Striping - Arrows (LT. RT. & ST.)	\$25.00	1	each
Railroad Pavement Marking - Stop Bar (24 inches)	\$0.90	1	linear foot
Railroad Pavement Marking - (X)ing Pavement Marking (16 inches)	\$0.80	1	linear foot
Railroad Pavement Marking - (R.R.) Pavement Marking	\$25.00	1	each
Bike Lane Symbol	\$25.00	1	each
Yield Symbol 18" (Sharks Teeth)	\$10.00	1	each
Pavement Wording - All letters and/or Numbers	\$12.50	1	each

Re-Striping, Water Borne Paint (ADOT APL Formula 1 HB, No Layout Required)

Title	Unit Price	Qty	UofM
Roadway Striping w/beads (Long Line) - WHITE	\$0.13	1	linear foot
Roadway Striping w/beads (Long Line) - YELLOW	\$0.13	1	linear foot
Intersection Striping - Cross walk/Stop Bar (12 inches) (White or Yellow)	\$0.50	1	linear foot
Intersection Striping - Islands (8 inches)	\$0.25	1	linear foot
Intersection Striping - Arrows (LT. RT. & ST.)	\$25.00	1	each
Railroad Pavement Marking - Stop Bar (24 inches)	\$0.80	1	linear foot

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Railroad Pavement Marking - (X)ing Pavement Marking	\$0.70	1	linear foot
Railroad Pavement Marking - (R.R.) Pavement Marking	\$25.00	1	each
Bike Lane Symbol	\$25.00	1	each
Yield Symbol 18" (Sharks Teeth)	\$10.00	1	each
Pavement Wording - All letters and/or Numbers	\$12.50	1	each

New Striping, AZDOT New Spec Thermoplastic (Layout Required)

Title	Unit Price	Qty	UofM
Roadway Striping (Long Line) - 60 mils thick	\$0.32	1	linear foot
Roadway Striping (Long Line) - 90 mils thick	\$0.42	1	linear foot
Roadway Striping (Long Line) - 120 mils thick	\$0.60	1	linear foot
Intersection Striping (at 120 mils thick) - Cross walk & Stop Bar (12")	\$2.00	1	linear foot
Intersection Striping (at 120 mils thick) - Islands (8")	\$1.15	1	linear foot
Intersection Striping (at 120 mils thick) - Arrows (LT. RT. & ST.)	\$115.00	1	each
Railroad Pavement Marking (120 mils thick) - Stop Bar (24")	\$3.50	1	linear foot
Railroad Pavement Marking (120 mils thick) - "X" ing Pavement Marking	\$2.00	1	linear foot
Railroad Pavement Marking (120 mils thick) - "R.R." Pavement Marking	\$100.00	1	each
Bike Lane Symbol	\$175.00	1	each
Yield Symbol 18" (Sharks Teeth)	\$20.00	1	each
Pavement Wording (120 mils) - All letters and/or Numbers	\$65.00	1	each

Re-Striping, AZDOT Spec Thermoplastic (No Layout Required)

Title	Unit Price	Qty	UofM
Roadway Striping (Long Line) - 60 mils thick	\$0.32	1	linear foot
Roadway Striping (Long Line) - 90 mils thick	\$0.42	1	linear foot
Roadway Striping (Long Line) - 120 mils thick	\$0.60	1	linear foot
Intersection Striping (at 120 mils thick) - Cross walk & Stop Bar (12")	\$2.00	1	linear foot
Intersection Striping (at 120 mils thick) - Islands (8")	\$1.15	1	linear foot
Intersection Striping (at 120 mils thick) - Arrows (LT. RT. & ST.)	\$115.00	1	each
Railroad Pavement Marking (120 mils thick) - Stop Bar (24")	\$3.50	1	linear foot
Railroad Pavement Marking (120 mils thick) - "X" ing Pavement Marking	\$2.00	1	linear foot
Railroad Pavement Marking (120 mils thick) - "R.R." Pavement Marking	\$100.00	1	each
Bike Lane Symbol	\$175.00	1	each
Yield Symbol 18" (Sharks Teeth)	\$20.00	1	each
Pavement Wording (120 mils) - All Letters and/or Numbers	\$65.00	1	each

Installation of Raised Reflective Pavement Markers

Title	Unit Price	Qty	UofM
3M 290 - 2-way 1-color "Full size" Type H	\$2.75	1	each
3M 290 - 2-way 1-color "Full size" Type D	\$2.75	1	each
3M 290 - 1-way only "Full size" Type G	\$2.75	1	each
3M 290 - 2-way 1-color "Full size" Type BB	\$5.00	1	each

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3M 290- 2-way 2-color "Full size"	\$2.75	1	each
Guardrail/Barrier Delineator (Reflectorized) - YELLOW	\$2.75	1	each
Guardrail/Barrier Delineator (Reflectorized) - WHITE	\$2.75	1	each
Ceramic Button (3/4" x 4") (Non-Reflectorized) -YELLOW	\$2.75	1	each
Ceramic Button (3/4" x 4") (Non-Reflectorized) - WHITE	\$2.75	1	each
Ceramic Button (3/4" x 4") (Non-Reflectorized) - BLACK	\$2.75	1	each
Raised Pavement Marker Recessing	\$10.00	1	each

Removal of Existing Pavement Markings / Markers

Title	Unit Price	Qty	UofM
Paint	\$0.50	1	linear foot
Tape/Cold Plastic	\$0.50	1	linear foot
Thermoplastic	\$0.50	1	linear foot
Guardrail/Jersey Barrier Markers	\$1.50	1	each
Arrows (LT. RT. & ST.)	\$35.00	1	each
Railroad Pavement Marking (R.R.) Pavement Marking	\$35.00	1	each
Bike Lane Symbol	\$35.00	1	each
Pavement Wording - All letters and/or Numbers	\$20.00	1	each
Raised Pavement Marker Removal	\$1.75	1	each
Asphalt Slurry Type II - Obliterated Road Marking Sealant (MAG Section 460.2)	\$10.00	1	square yard

Traffic Control

Title	Unit Price	Qty	UofM
SIGNS - Large Sign 48" x 48" (2304 Sq. In.) or Larger	\$0.60	1	day
SIGNS - Medium Sign 36" x 36" (1296-2303 Sq. In.)	\$0.50	1	day
SIGNS - Small Sign 24" x 24" (576-1295 Sq. In.)	\$0.40	1	day
WARNING LIGHTS (FLASHERS) - Type A Low Intensity Flashing warning light	\$0.20	1	day
WARNING LIGHTS (FLASHERS) - Type B High Intensity Flashing warning light	\$1.00	1	day
WARNING LIGHTS (FLASHERS) - Type C Low Intensity Steady Burn warning light	\$0.20	1	day
WARNING LIGHTS (FLASHERS) - Type D 360 Degree Steady Burn warning light	\$0.30	1	day
BARRICADES CONES MISCELLANEOUS - Type I Barricade - Vertical Panel	\$0.35	1	day
BARRICADES CONES MISCELLANEOUS - Portable Sign Stand (spring stand)	\$1.50	1	day
BARRICADES CONES MISCELLANEOUS - Traffic Cone Reflectorized 28 Inches	\$0.40	1	day
BARRICADES CONES MISCELLANEOUS - Sand Bag	\$1.25	1	day
BARRICADES CONES MISCELLANEOUS - Flag	\$1.30	1	day
BARRICADES CONES MISCELLANEOUS - Arrow Boards	\$25.00	1	day
BARRICADES CONES MISCELLANEOUS - Portable Variable Message Signs Three-Line	\$45.00	1	day
PILOT CAR RENTAL WITH DRIVER	\$55.00	1	hour
BARRICADE TRUCK RENTAL WITH DRIVER	\$55.00	1	hour

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BARRICADE TRUCK MOUNTED ATTENUATOR WITH DRIVER	\$75.00	1	hour
Flagger	\$40.00	1	hour
Traffic Control Technician	\$40.00	1	hour
Traffic Supervisor	\$45.00	1	hour
PURCHASE AND INSTALLATION/REMOVAL OF SUPPLIES - 2 Way	\$1.50	1	each
PURCHASE AND INSTALLATION/REMOVAL OF SUPPLIES - 1 Way	\$1.50	1	each
PURCHASE AND INSTALLATION/REMOVAL OF SUPPLIES - Chip Seal	\$1.50	1	each
MOBILIZATION AND DEMOBILIZATION (TRAVEL TIME) - Zone 1	\$125.00	1	day
MOBILIZATION AND DEMOBILIZATION (TRAVEL TIME) - Zone 2	\$170.00	1	day
MOBILIZATION AND DEMOBILIZATION (TRAVEL TIME) - Zone 3	\$220.00	1	day

Uniformed Off-Duty Officers / Vehicle (Minimum 4 Hours)

Title	Regular Pay	Overtime Pay	Vehicle Hourly Rate
Agency Name	\$75.00		\$25.00

Rumble Strips

Title	Unit Price	Qty	UofM	Total Price
Rumble Strips-Layout Required	\$10.00	1	linear foot	\$10.00
Rumble Strips- No Layout Required	\$10.00	1	linear foot	\$10.00

PRICING SHEET: NIGP CODE 63066, 63166 & 91276

Terms: 2% 10 DAYS NET 30 DAYS

Vendor Number: VC0000008203

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2023.**

ATTACHMENT B: AGREEMENT PAGE

Respondent hereby certifies that respondent has read, understands, and agrees that acceptance by Maricopa County of the respondent's offer will create a binding contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific agreement.

BY SIGNING THIS PAGE, THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED MARICOPA COUNTY'S "STANDARD TERMS AND CONDITIONS," A COPY OF WHICH CAN BE FOUND AT <https://www.maricopa.gov/DocumentCenter/View/6453>.

Franklin Striping Inc.

86-0831300

831405712

RESPONDENT (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID #

DUNS #

Randy Franklin - President

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

2832 S. 45th St.

480-898-1180

N/A

ADDRESS

TELEPHONE #

FAX #

Phoenix AZ 85040

11/24/2020

CITY STATE ZIP

DATE

franklinstriping.com

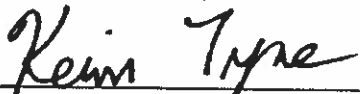
randy@franklinstriping.com

WEBSITE

EMAIL

MARICOPA COUNTY, ARIZONA

BY:

CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

January 14, 2021

DATE

APPROVED AS TO FORM:

Randall B. Pennington

DEPUTY COUNTY ATTORNEY

January 14, 2021

DATE

INSTALLATION OF PAINT STRIPES AND MARKINGS

1.0 INTENT

- 1.1 The intent of this Invitation for Bids is to establish a contract with one or more contractors for the installation of paint stripes and markings and the items specifically listed herein for use by the Maricopa County Department of Transportation (MCDOT).
- 1.1 Other governmental entities under agreement with Maricopa County (County) may have access to services provided hereunder (see also Sections 3.15 and 3.16 below).
- 1.2 The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.
- 1.3 County reserves the right to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

2.0 SPECIFICATIONS

- 2.1 The County has adopted the MCDOT Supplement (January 2020 or most recent edition) to Maricopa Association of Governments (MAG) Uniform Standard Specifications.
- 2.2 Contractor shall provide materials and installation as indicated, and as referenced in Exhibit 6 - MCDOT 2020 Supplement to MAG Specifications and Details, for:
 - 2.2.1 Paint Pavement Markings - Section 461
 - 2.2.2 Thermoplastic Pavement Markings - Section 462
 - 2.2.3 Raised Pavement Markers -Section 463
- 2.3 PAINT STRIPES AND MARKINGS
 - 2.3.1 Contractor shall provide materials and installation for paint stripes and markings as required in MCDOT Supplement (January 2020 or most recent edition) to Maricopa Association of Governments (MAG) Uniform Standard Specification for Paint Pavement Markings, Section 461, with the following exceptions:
 - 2.3.1.1 The contractor shall apply types of paint that are water borne, to include 100 percent acrylic polymer emulsion (high build type) and crosslink polymer emulsion (plastic type) white and yellow (lead and lead-free).
 - 2.3.1.2 Contractor shall provide pricing on the Attachment D – Pricing Sheet for each type of paint and shall indicate the manufacturer's brand name and product code/series number.
- 2.4 THERMOPLASTIC STRIPES AND MARKINGS

Contractor shall provide materials and installation of thermoplastic stripes and markings as required in MCDOT Supplement (January 2020 or most recent edition) to MAG Uniform Standard Specification for Thermoplastic Pavement Markings, Section 462.
- 2.5 RAISED PAVEMENT MARKERS
 - 2.5.1 Contractor shall provide materials and installation of raised pavement markers as required in MCDOT Supplement (January 2020 or most recent edition) to MAG

Uniform Standard Specification for Raised Pavement Markers, Section 463, with the following additions:

2.5.1.1 Contractor shall include the manufacturer's name and model number for each type of marker quoted in Attachment D – Pricing Sheet.

2.5.2 Rumble Strips

2.5.2.1 Contractor shall cut groove transverse rumble strips such that they be ground to a depth of 3/8 inches every 12 inches, with 10-foot gap every 40 feet to allow bicyclists to cross the rumble pattern without dropping into the depressions (on roads that allow bicyclists).

2.5.2.2 Contractor shall use rumble strips (six-inch, eight-inch and twelve-inch widths) of the appropriate size for the roadway type and shoulder width (see Exhibit 8 – ADOT Rumble Strip Specifications).

2.5.3 Reflective Pavement Markers

2.5.3.1 Reflective pavement markers (Section 463.2.02) shall be 3M 290 or equivalent.

2.5.3.2 As per MCDOT requirements, contractor shall use reflective markers that are pressure sensitive adhesive or non-adhesive with an adhesive surface. The raised pavement marker shall be both wet and dry retro-reflective, impact resistant, abrasion resistant, water resistant, and have molded-in body colors, and may have application finger grips. Reflective pavement markers shall be of the following types:

2.5.3.2.1 Type D Yellow, two-way

2.5.3.2.2 Type G Clear, one-way

2.5.3.2.3 Type H Yellow, one-way

2.5.3.2.4 Type BB Blue, two-way

2.5.3.3 Contractor shall use reflective pavement markers such that:

2.5.3.3.1 Reflective pavement markers are prismatic reflective consisting of a polycarbonate body and a polycarbonate lens with built-in micro-cube corners.

2.5.3.3.2 The lens shall have a protective hard coat.

2.5.3.3.3 The exterior surface of the molded body shall be smooth and shall contain one or two prismatic reflector faces of the color specified.

2.5.3.3.4 When illuminated by an automobile headlight, the color of the reflectors shall be an approved clear, yellow, red, blue or green as designated. Reflectors not meeting the required color may be rejected and contractor shall replace reflectors with reflectors of the required color.

2.5.3.3.5 The retro reflected color of the markers shall lie within the respective retro reflected color gamut coordinates, plotted on the 1931 CIE Chromaticity (x, y) diagram (see TABLE 1) when tested in accordance with American Society for Testing and Materials (ASTM) E811, using CIE Illuminant Source A and viewing conditions of 0.2 degree observation

angle, zero degree entrance angle. The source and receptor angular apertures are each six minutes of arc.

TABLE 1

Point #	WH		YL		RED		GR		BL	
	x	y	x	y	x	y	x	y	x	y
1	.310	.348	.545	.424	.650	.330	.009	.733	.039	.320
2	.453	.440	.599	.439	.668	.330	.288	.520	.160	.320
3	.500	.440	.609	.390	.734	.265	.209	.395	.160	.240
4	.500	.380	.597	.390	.721	.259	.012	.494	.183	.218
5	.440	.380								
6	.310	.283								

2.5.3.3.6 Permanent reflective pavement markers will be tested for compressive strength, abrasion resistance, and specific intensity. Permanent reflective pavement markers shall have a thin un-tempered glass or other abrasion material bonded to the prismatic reflector face to provide an extremely hard and durable, abrasive resistant reflector surface.

2.5.3.3.7 The area covered by the glass, or other abrasion resistant surface, shall not be less than three square inches.

2.5.3.3.8 The original specific intensity of each reflecting surface for both temporary and permanent reflective markers shall not be less than the following:

2.5.3.3.8.1 To be measured in accordance with ASTM E809. The photometric quantity to be measured is the coefficient of retro reflected luminous intensity, expressed as millicandelas per lux (mcd/lx). One candela per lux equals 10.76 candelas per foot-candle.

2.5.3.3.9 Permanent reflective pavement markers shall be subject to an abrasion resistance test as follows:

2.5.3.3.9.1 Subject the entire lens surface to the test described in ASTM D-4280-04, Section 9.5, using a sand drop apparatus. After the exposure described, the retroreflected values shall not be less than 0.5 times the values listed in the specific intensity table (see TABLE 2 below).

2.5.3.3.9.2 The raised pavement marker shall comply with the initial minimum brightness requirements in TABLE 2 (below) after conditioning for 12 hours at 145 degrees F +/- 5°F (62.7°C +/- 2.5°C).

2.5.3.3.9.3 The body of the raised pavement marker displays no cracking or breakage when tested according to ASTM D2444 Tup A, using a 1000 gm weight from a height of one meter. The marker is positioned in such a way that the Tup strikes the top of the marker. The marker lens displays no cracking inside the impact area when tested according to ASTM D2444 Tup A,

using a 1000 gm weight from a height of one meter. The marker is placed in a steel fixture designed to hold the marker lens horizontal and positioned such that the Tip strikes the center of the lens.

TABLE 2 Specific Intensity Table

Entrance Angle	0 degrees	+/- 20 degrees – 0 degrees			
Observation Angle	.2 degrees	.2 degrees			
Minimum Coefficient					
Color	mcd/lx	cd/ftcd		mcd/lx	cd/ftcd
White	279	3.00		112	1.20
Yellow/Amber	167	1.80		67	0.72
Red	70	0.75		28	0.30
Blue	26	0.28		10	0.11
Green	93	1.00		37	0.40

2.5.4 Construction Requirements

- 2.5.4.1 Contractor shall ensure that the portion of the highway to which the raised pavement markers are to be attached shall be free of dirt, curing compound, grease, oil, moisture, loose or unsound layers and any other material which could adversely affect the bond of the adhesive. In addition, the pavement must be clean and dry, therefore, contractor shall ensure that adhesive is not applied within 24 hours of rainfall prior to application. The method of cleaning the pavement surface and removal of detrimental material is subject to approval by the engineer and shall include sweeping and the use of high-pressure air spray.
- 2.5.4.2 Contractor may apply pressure sensitive adhesive raised pavement markers to new paved asphalt surfaces immediately following the final compaction of the asphalt surface by the finishing roller, however contractor shall use caution to prevent embedment of raised pavement markers into the fresh, soft asphalt that would limit the visibility of the lens face. Embedment into the fresh asphalt surface should be limited to the thickness of the pressure sensitive adhesive pad.
- 2.5.4.3 Contractor shall not place markers on asphalt that is showing signs of deterioration, cracking or failure.
- 2.5.4.4 Contractor shall have the curing compound removed prior to application of the pressure sensitive raised pavement marker on new concrete surfaces that have been open to traffic for less than 90 days. The curing compound may be removed by sandblasting, or other methods such as hydro-blasting or grinding as approved by the engineer.
- 2.5.4.5 Contractor shall ensure that chip seal surfaces are swept of excess aggregate and have been open to traffic for 30 days prior to installation of the markers. Markers should not be installed on chip seal surfaces with large, void spaces and/or loose aggregate with a weak bond to the underlying road surface.
- 2.5.4.6 Contractor shall ensure that slurry seal and fog seal surfaces are allowed to completely cool and cure. In general, 24 hours is sufficient time to allow

placement of the markers. Excess sand applied to soak up surface emulsions must be swept clean prior to installation of the markers.

- 2.5.4.7 When installation involves a separate adhesive product, the contractor shall place the adhesive uniformly on the cleaned pavement surface in an amount sufficient to result in complete coverage of the area of contact of the markers, with no voids present and with slight excess after the markers have been placed. The markers shall be placed in position and pressure applied until firm contact is made with the pavement. The markers shall be protected against impact until the adhesive has set to the degree acceptable to the engineer.
- 2.5.4.8 Contractor shall immediately remove excess adhesive on the pavement and on the exposed surfaces of the markers. Contractor shall not use thinners or solvents which may be detrimental to either the markers or the bond provided by the adhesive in removing excess adhesive.
- 2.5.4.9 Contractors shall not install markers when the temperature of the pavement surface or the atmosphere is less than 60°F, when the relative humidity is 80 percent or higher or when the pavement is not dry. Contractor shall not apply markers within 24 hours of rainfall prior to application.
- 2.5.4.10 Contractors shall install all markers to the line approved by the engineer and in such a manner that the reflective face of the markers is perpendicular to a line parallel to the roadway centerline. No raised pavement markers shall be installed over longitudinal or traverse joints or seams of the pavement surface. No raised pavement markers shall be installed over existing pavement markings such as paint, thermoplastic, or preformed tapes.

2.6 PAVEMENT MARKING REMOVAL

Contractor shall remove all conflicting pavement markings, in conformance with hazardous waste disposal regulations, to include raised pavement markers, chip seal tabs, pavement tape, barrier/guardrail markers, and any other necessary traffic control devices deemed necessary by the engineer. All pavement markings shall be recovered from the roadway by vacuum method. Removed pavement markers and debris resulting from the removed markings shall be collected and disposed by the contractor.

2.6.1 Approved Methods for Water Borne Traffic Paint

2.6.1.1 Water blasting

2.6.1.2 Steel shot method (turbo-blaster)

2.6.1.3 Asphaltic overlay: The asphalt overlay thickness and dimensions shall meet the County specifications

2.6.2 Approved Methods for the Removal of Raised Pavement Markers

2.6.2.1 Hammer/chisel method

2.6.2.2 Blade use of heavy-duty equipment

2.6.3 Contractor shall repair, by methods acceptable to the engineer, any damage to the pavement caused by pavement marking removal. When contractor uses asphalt slurry to repair damage to the pavement caused by pavement marking removal or the obliteration of the marks remaining after the markings have been removed,

contractor shall place the asphalt slurry parallel to the new direction of travel and shall not be less than two feet in width.

2.7 PAVEMENT PREPARATION

- 2.7.1 It shall be the contractor's responsibility to determine what type of pavement markings currently exists on the project to be done and determine the appropriate method of removal. The final decision for the method of removal must be approved by the Engineer first.
- 2.7.2 Contractor shall repair, by methods acceptable to the engineer, any damage to the pavement caused by pavement marking removal. When contractor uses asphalt slurry seal to repair damage to the pavement caused by pavement marking removal or the obliteration of the marks remaining after the markings have been removed, contractor shall place the asphalt slurry parallel to the new direction of travel and shall not be less than two feet in width.
- 2.7.3 It will be the contractor's responsibility to prepare the roadway surface for the installation of striping and raised pavement markers. Contractor shall cover up all raised pavement markers when slurry seal and fog seal is used. This may include sweeping/brooming, (manually or by machine), blading (removing mud or dirt), and any other cleaning of the road-way surface to ensure proper installation of striping and markers. (Example: removal of oil, grease.)
- 2.7.4 Contractors shall not use of self-adhesive markers.
- 2.7.5 Contractors will be given a Notice to Proceed for each project. At the time of notification, the contractor shall inform the MCDOT representative of an estimated project start date and proposed project end date along with a schedule as to when the work will be completed.
- 2.7.6 Contractor will be responsible for their portable traffic control and should comply with Manual on Uniform Traffic Control Devices and Federal Highway Administration regulations.

2.8 TEMPORARY TRAFFIC CONTROL

- 2.8.1 Contractor shall be solely responsible for providing personnel and equipment for temporary traffic control during scheduled MCDOT construction/maintenance projects, in accordance with the MCDOT MAG Supplement Section 401.
- 2.8.2 Scheduled Work Description: Contractor shall provide traffic control and barricade service while working on MCDOT rights-of-way. Contractor shall furnish equipment and labor on an as needed basis. Contractor shall furnish all labor, materials, services, insurance, and equipment necessary for the delivery, placement, maintenance, and removal of barricade equipment, as well as labor for flagging traffic-control purposes.
- 2.8.3 All traffic control plans shall be governed by the Manual on Uniform Traffic Control Devices or Uniform Standard Specifications and Details for Public Works Construction Section 401 Traffic Control.
- 2.8.4 Contractor shall be responsible for the preparation of specific traffic plans and typical traffic control plans which may be utilized as requested by MCDOT. Traffic control plans shall be submitted to MCDOT Traffic Operations for review and approval in advance of commencing work.
- 2.8.5 Traffic Control Technicians shall be American Traffic Safety Services Association (ATSSA) certified.

- 2.8.6 Contractor shall only utilize flaggers certified flaggers.
 - 2.8.6.1 Flaggers can be certified by ATSSA, the International Municipal Signal Association (IMSA), or by the Local Technical Assistance Program (LTAP).
 - 2.8.6.2 Flaggers/laborers must be able to converse in the English language and shall be authorized by the contractor to receive and carry out directives issued by MCDOT Field Supervisor.
- 2.8.7 Contractor shall have an off-duty officer present during any setup which will restrict traffic flow more than one hour while working within 300 feet of a signalized intersection.
- 2.8.8 Contractors shall not restrict access to fire stations, hospitals, sheriff/police stations, or any public schools.

2.9 FUEL COST PRICE ADJUSTMENT

- 2.9.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to contractor while a negative fuel cost adjustment will result in a decrease in payments to contractor.
- 2.9.2 This provision is intended to minimize risk to both parties to this contract due to fuel cost fluctuations that may occur during the term of this contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.
- 2.9.3 Application of this provision will come into effect upon contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this contract, exceeds 10 percent of the base fuel cost. The contractor may request a fuel surcharge no more than four times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the 10th of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future contractor adjustment requests.
- 2.9.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10 percent of contractor cost) (see also, Attachment A, Vendor Information). This percentage will represent and establish the base fuel cost for this contract. The base fuel cost shall be established as the due date for submission of proposals for this contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a contractor's request for fuel cost adjustment (e.g. if fuel cost adjustment is approved by County on January 1, 2006, January 1, 2006 becomes base date for any next contractor request for adjustment).
- 2.9.5 Fuel Cost Application Requirement. The contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost

adjustment application must be completed with all applicable data and signed by the contractor.

2.9.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: <http://www.eia.doe.gov/>.

2.9.7 The computation of the fuel surcharge amount shall be determined as follows:

2.9.7.1 The fuel cost component from Attachment A (Vendor Information) of the contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.

2.9.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.

2.9.7.3 The surcharge shall be added as a separate line item to the invoice.

3.0 PURCHASING REQUIREMENTS

3.1 DELIVERY

3.1.1 Delivery is desired as soon as possible, and details shall be stipulated on the purchase order. Contractor shall notify the County representative listed on the order if the requested delivery date and/or the anticipated lead time cannot be met. Failure to communicate to County changes in the order status may result in default proceedings.

3.1.2 Supplies or equipment shall be delivered between the hours of 7:00 a.m. and 4:00 p.m. MST, Monday through Friday, except on County recognized holidays.

3.1.3 Delivery shall be F.O.B. Destination Freight Prepaid.

3.2 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

3.3.1 Contract serial number

3.3.2 Contractor's name and address

3.3.3 Department name and address

3.3.4 Department purchase order number

3.3.5 A description of product(s) shipped, including item number(s), quantity(ies), number of containers and package number(s), as applicable

3.3 SHIPPING TERMS

Bid price(s) and terms shall be F.O.B. Destination Freight Prepaid at the location(s) stipulated on the purchase order. All delivery locations are within Maricopa County.

3.4 SAMPLES

Contractor may be requested to furnish samples of material(s) bid to allow for examination by the County. Any materials so requested shall be furnished within 10 working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence. Samples become the property of the County upon receipt.

3.5 TESTING

Unless otherwise specified, services and related materials purchased will be inspected by the department to ensure they meet the quality and quantity requirements of the specifications. When applicable and deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests to determine whether the materials conform in all respects to the specifications. In cases where commercial laboratory reports determine that the materials do not meet the specifications, the expense of such analysis shall be borne by the contractor.

3.6 ACCEPTANCE

Upon completion, services shall be deemed accepted and the warranty period shall begin. Successful service delivery shall be defined as a) material(s)/equipment is installed (as necessary) and fully operational; and b) the department has deemed all service/work completed, including but not limited to any inspection, repair, installation, design, development, deployment, operation, and initial training, (as applicable). Additionally, all documentation shall be completed prior to final acceptance.

3.7 WARRANTY

3.7.1 All services furnished under this contract shall conform to the requirements of this contract.

3.7.2 Service and/or Repair Warranty

3.7.2.1 The warranty shall cover all parts and labor for a period of one year from formal acceptance by the County. Any manufacturer warranty beyond one year shall be passed on to the County.

3.7.2.2 Contractor shall indicate on the price sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.7.2.3 Contractor agrees that it will, at its own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. Contractor shall guarantee the services to be supplied comply with all applicable regulations.

3.8 USAGE REPORT

Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.9 BACKGROUND CHECK

Bidders/proposers need to be aware that they may be required to pass multiple background checks (e.g. Sheriff's Office, County Attorney's Office, Courts, as well as County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, subcontractors, and employees.

3.10 INVOICES AND PAYMENTS

3.10.1 Contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (e.g., number of days or weeks)
- Contract item number(s)
- Arrival time and completion time (if applicable)
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price (by line item)
- Total amount due

3.10.2 Commodities must be billed as a separate line item.

3.10.3 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

3.10.4 Payment shall only be made to the contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After contract award, the contractor shall complete the Vendor Registration Form accessible through the County Department of Finance Vendor Registration website at <https://www.maricopa.gov/5169/Vendor-Information>.

3.10.5 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

3.10.6 EFT payments to the routing and account numbers designated by the contractor shall include the details on the specific invoices that the payment covers. Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.11 APPLICABLE TAXES

3.11.1 It is the responsibility of the contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.

3.11.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting

your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds over payment of a project due to tax consideration that was not due, the contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.

- 3.11.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the contractor. Contractor shall, and require all subcontractors to, hold the County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

3.12 PERFORMANCE

It shall be the contractor's responsibility to meet the proposed performance requirements. The County reserves the right to obtain services on the open market in the event the contractor fails to perform, and any price differential will be charged against the contractor.

3.13 POST AWARD MEETING

Contractor may be required to attend a post-award meeting with the department to discuss the terms, conditions and compliance of this contract. This meeting will be coordinated by the procurement officer of the contract.

3.14 STRATEGIC ALLIANCE FOR VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If contractor does not want to grant such access to a member of SAVE, state so in the bid. In the absence of a statement to the contrary, the County will assume that contractor does wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

3.15 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

4.0 CONTRACTUAL TERMS & CONDITIONS

4.1 CONTRACT TERM

This Invitation for Bids is for awarding a firm, fixed-price purchasing contract to cover a term of one year.

4.2 OPTION TO RENEW

The County may, at its option and with the concurrence of the contractor, renew the term of this contract up to a maximum of five additional year(s), (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

4.3 CONTRACT COMPLETION

In preparation for contract completion, the contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.4 PRICE ADJUSTMENTS

4.4.1 Any requests for reasonable price adjustments must be submitted 60 calendar days prior to the contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County will issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

4.5 INDEMNIFICATION

4.5.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes relating to the performance of this contract.

4.5.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for

whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

4.5.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.

4.5.4 The scope of this indemnification does not extend to the sole negligence of County.

4.6 INSURANCE

4.6.1 Contractor, at contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

4.6.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.

4.6.3 In the event that the insurance required is written on a claims-made basis, contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

4.6.4 Contractor's insurance will be primary insurance as respects County, and any insurance or self-insurance maintained by County will not contribute to it.

4.6.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

4.6.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

4.6.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.

4.6.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of contractor's work or service.

4.6.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance

requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

4.6.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third-party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.6.9.2 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the contractor's work or services or use or maintenance of the premises under this contract.

4.6.9.3 Workers' Compensation

4.6.9.3.1 Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

4.6.9.3.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or Commercial Umbrella Liability insurance obtained by contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

4.6.9.4 Errors and Omissions/Professional Liability Insurance

Errors and Omissions (Professional Liability) insurance which will insure and provide coverage for errors or omissions or professional liability of the contractor, with limits of no less than \$2,000,000 for each claim.

4.6.9.5 Certificates of Insurance

4.6.9.5.1 Prior to contract award, contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the contract in the form provided by the County, issued by contractor's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

4.6.9.5.2 In the event any insurance policy(ies) required by this contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of contractor's work or services and as evidenced by annual Certificates of Insurance.

4.6.9.5.3 If a policy does expire during the life of the contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

4.6.9.6 Cancellation and Expiration Notice

Applicable to all insurance policies required within the insurance requirements of this contract, contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 calendar days prior written notice to Maricopa County. Contractor must provide notice to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 160 South 4th Avenue, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

4.7 FORCE MAJEURE

4.7.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service.

4.7.2 Each as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

4.7.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

4.8 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

4.9 AVAILABILITY OF FUNDS

4.9.1 The provisions of this contract relating to payment shall become effective when funds assigned for the purpose of compensating the contractor as herein provided are actually available to County for disbursement. The County will be the sole judge and authority in determining the availability of funds under this contract. County will keep the contractor fully informed as to the availability of funds.

4.9.2 If any action is taken by any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County will be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County will give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

4.10 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (VISA or Mastercard) to make payment for orders under this contract.

4.11 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

4.12 PURCHASE ORDERS

4.12.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the contractor for actual and documentable costs incurred by the contractor in response to the purchase order. The County will not reimburse the contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

4.12.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

4.13 SUSPENSION OF WORK

The procurement officer may order the contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.14 STOP WORK ORDER

4.14.1 The procurement officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the contractor, and for

any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

- 4.14.2 cancel the stop work order; or
- 4.14.3 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.
- 4.14.4 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the contractor demonstrates that the stop work order resulted in an increase in costs to the contractor.

4.15 TERMINATION FOR CONVENIENCE

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the contractor.

4.16 TERMINATION FOR DEFAULT

4.16.1 The County may, by written Notice of Default to the contractor, terminate this contract in whole or in part if the contractor fails to:

4.16.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.16.1.2 make progress, so as to endanger performance of this contract; or

4.16.1.3 perform any of the other provisions of this contract.

4.16.2 The County's right to terminate this contract under these subparagraphs may be exercised if the contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

4.17 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that, pursuant to Arizona Revised Statute (A.R.S.) § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.18 OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the County may offset from any money due to the contractor any amounts contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

4.19 SUBCONTRACTING

4.19.1 Contractor may not assign to another contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

4.19.2 The subcontractor's rate for the job shall not exceed that of the prime contractor's rate, as bid in the pricing section, unless the prime contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime contractor's invoice.

4.20 AMENDMENTS

All amendments to this contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.21 ADDITIONS/DELETIONS OF SERVICES

The County reserves the right to add and/or delete services to a contract. If additional services are required from a contract, prices for such additions will be negotiated between the contractor and the County.

4.22 RIGHTS IN DATA

4.22.1 The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

4.22.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

4.23 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

4.23.1 In accordance with Section MC1-374 of the Maricopa County Procurement Code, the contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions which could be more than six years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

4.23.2 If the contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.24 AUDIT DISALLOWANCES

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the contractor by issuing a check payable to Maricopa County.

4.25 STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

4.26 VALIDITY

The invalidity, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of the contract.

4.27 SEVERABILITY

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

4.28 RELATIONSHIPS

4.28.1 In the performance of the services described herein, the contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the contractor.

4.28.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

4.29 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be downloaded from the Arizona Memory Project at <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1.>)

4.30 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement 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.

4.31 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 4.31.1 The undersigned (authorized official signing on behalf of the contractor) certifies to the best of his or her knowledge and belief that the contractor, its current officers, and directors:
 - 4.31.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;
 - 4.31.1.2 have not within a three-year period preceding this contract:
 - 4.31.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract;
 - 4.31.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;
 - 4.31.1.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract;
 - 4.31.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and
 - 4.31.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.
- 4.31.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.
- 4.31.3 Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor, the contractor shall include the information required by this clause with their bid.

4.32 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

- 4.32.1 By entering into the contract, the contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of

1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at www.uscis.gov.

- 4.32.2 The County retains the legal right to inspect documents of contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 4.32.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor

4.33 CONTRACTOR LICENSE REQUIREMENT

- 4.33.1 Contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. Contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, State, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.
- 4.33.2 Contractor furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the contract shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.

4.34 INFLUENCE

- 4.34.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.
- 4.34.2 An attempt to influence includes, but is not limited to:
 - 4.34.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.
- 4.34.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

- 4.34.4 ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARD TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS, OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

4.35 CONFIDENTIALITY

In the course of the solicitation process, the County may disclose information that is proprietary or confidential. By submitting a bid to the solicitation, the offeror agrees that, except as necessary to prepare a response to this solicitation, neither it nor its agents or employees will communicate, divulge, or disseminate to any third-party persons or entities, any information that is disclosed to it by the County during the course of these discussions without the express written authorization of the County. If the offeror does disclose County proprietary or confidential information to a third-party in preparing a response to this solicitation, it shall require the third-party to acknowledge and comply with this provision.

4.36 CONFIDENTIAL INFORMATION

- 4.36.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the contractor's obligation regarding such information.

- 4.36.2 Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.

- 4.36.3 Any requests to the contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

4.37 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the records manager at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

4.38 INTEGRATION

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

4.39 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

4.40 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.