

PROJECT PROVISIONS AND SPECIFICATIONS
FOR
SUPPLY OR SUPPLY AND DELIVER SIGNS, SIGN POSTS, RELATED
HARDWARE, AND ACCESSORIES IN YAVAPAI COUNTY, ARIZONA
CONTRACT #2535979

TERM:

DECEMBER 1, 2025 – NOVEMBER 30, 2026

Board of Supervisors

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L. Brooks Compton, Vice-Chair
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Clerk of the Board of Supervisors

Jayme Rush

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CALL FOR BIDS

Sealed proposals will be received in the Board of Supervisors Office, Yavapai County Administrative Services Building, 1015 Fair Street, Prescott, Arizona, Room 310, until 1:30 p.m. (by the official clock located in the Clerk's Office), Thursday, October 30, 2025, for **SUPPLY OR SUPPLY AND DELIVER SIGNS, SIGN POSTS, RELATED HARDWARE, AND ACCESSORIES IN YAVAPAI COUNTY, ARIZONA – CONTRACT #2535979**. Specifications and contract documents will be available Tuesday, October 14, 2025, on the following website: <https://www.yavapaiaz.gov/bids/public-works>. The Board of Supervisors of Yavapai County reserves the right to reject any or all offers, to waive formalities, and to accept the offer deemed to be in the best interest of Yavapai County.

Dated: October 1, 2025

/s/ Jayme Rush, Clerk
Yavapai County Board of Supervisors

Publish: The Prescott Courier
October 12, 14, 15, 16, 2025
The Verde Independent
October 11, 14, 2025

GENERAL PROVISIONS

1. Preparation of Bids

- A. All information requested of bidders shall be entered as specified in the appropriate space on the forms prepared by Yavapai County as part of the contract documents. Failure to do so may disqualify your bid.
- B. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.
- C. Corrections and/or modifications received after the closing time specified will not be accepted.
- D. Time of delivery shall be stated as the number of calendar days or number of hours following receipt of the order by the bidder to receipt of the goods or services by the County.
- E. All bids shall be signed by an authorized officer or authorized employee of the bidder.
- F. Bids must be submitted by the date and prior to the time specified in the Call for Bids to be considered. No late bids, telegraphic or telephone bids will be accepted.
- G. Submit bids in accordance with the instructions in *Instructions for Bidding* included in the contract documents. Yavapai County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address.

2. Insurance Requirements

- A. In accordance with MAG Specification Section 103.6, which is incorporated herein by reference, the Contractor shall provide proof of the following types of insurance required under this Contract with minimum limits as described herein:
 - i. Automobile Liability and Property Damage insurance to cover each automobile, truck, and other vehicle used in the performance of the contract in an amount of not less than \$1,000,000 for one person, and \$1,000,000 for more than one person, and property damage in the sum of \$1,000,000 resulting from any one accident which may arise from the operations of the

Contractor in performing the work provided herein. This coverage shall include all owned, hired and non-owned vehicles.

The certificates shall identify the contract number and title and evidence coverage by an insurance company authorized to transact business in the State of Arizona and rated Best A-VIII or better as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company. All required insurance shall be maintained during the life of the contract. No policy shall expire, be canceled or materially changed to affect the coverage available to the County during the life of the contract. If an insurance policy expires during the life of the contract, the Contractor shall provide a renewal certificate to the County not less than thirty (30) days prior to the expiration date.

3. Brand Names

- A. Brand names and numbers when used are for reference to indicate the character or quality desired. Whenever an article or materials is defined by describing a proprietary product or by using the name of a manufacturer, the term “or equal” if not inserted shall be implied. The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired, and shall not be construed as to exclude any other manufactured products of comparable quality, design, and efficiency.
- B. Equal items will be considered, provided the bid clearly describes the item. Bids for equal items shall state the brand and number or level of quality. The determination of the County as to what items are equal shall be final and conclusive.
- C. When brand, number or level of quality is not stated by the bidder, it is understood that the bid is exactly as specified.
- D. The item(s) described in the specification shall be new, unused, manufacturer’s latest improvements, unless specified otherwise. The item(s) bid shall include all standard materials and equipment, and shall include all items to provide functional and/or operational units. Items modified or designed specifically to meet these specifications which are not normally standard items in the industry will not be considered. This does not preclude the changing of minor ingredients or components to those specified, so long as proper engineering and testing has occurred and documentation is furnished with the bid and the County is supplied with acceptable, fully functional and operational materials or equipment.
- E. All workmanship and materials shall be of good quality. All materials and equipment shall meet all applicable and current OSHA, EPA, Federal, Arizona State and industry regulations and standards in effect at delivery.

- F. Bidders shall be responsible for any and all licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.
 - G. The item(s) bid shall meet or exceed these specifications. Compliance with or exception to the specification shall be indicated on the bid. Exceptions to these specifications as noted by the bidder will be subject to evaluation and consideration by the County as to quality, suitability, compatibility and design integrity in relation to the intended use.
 - H. The evaluation of bids and the determination of acceptability of the supplies, equipment, materials, or services bid shall be at the sole responsibility of the County and will be based on information furnished by the bidder, or identified in the bid, as well as other information reasonably available to the County. The decision of acceptability made by the County shall be final.
4. **Samples.** Sample items, when requested, shall be furnished free of cost of any sort to the County. Samples of items selected may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request of the bidder.
5. **Default by Bidder.** In case of default by the bidder, the County may procure the items or services from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the County.
6. **Awards.** This contract will be awarded to the responsible bidder(s) whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications and other factors. The Board of Supervisors of Yavapai County reserves the right to reject any or all bids, to waive formalities, and to accept the bid(s) deemed to be in the best interest of Yavapai County. Past performance on County projects or other public projects will be evaluated in awarding contracts, and the County may decide to award to a contractor who is not the low bidder. **DEVIATIONS FROM COUNTY SPECIFICATIONS MAY RESULT IN REJECTION OF BID.**
7. **Payment.** Contractor understands that Yavapai County has established an Electronic Funds Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within one month following the effective date of this Contract and

understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.

- 8. Termination of Contract.** Justification for termination of this contract shall include but not be limited to A.R.S. §38-511, workmanship, improper quality of material, insufficient workers, insufficient equipment, or budgetary limitations. The County may terminate or cancel this contract at any time for any reason, with or without just cause. Additionally, failure on the part of the Contractor/Vendor to meet the provisions of those sections of this Contract dealing with supply and/or delivery, start and completion of work, or complete installation procedures of traffic control where required shall be sufficient grounds on the part of the County to abandon, cancel or suspend the Contractor's/Vendor's services at any time. The Contractor/Vendor shall be paid for those units satisfactorily supplied or installed at the unit price bid up to the time of cancellation. The Contractor/Vendor shall be given thirty (30) days' written notice of termination. If termination of the contract should occur, the Department may, at its option, recommend to the Yavapai County Board of Supervisors to award the contract to the second lowest bidding Contractor/Vendor or select to re-advertise and rebid the balance of the contract, or select not to rebid or award the contract.
- 9. Delivery.** It shall be the bidder's responsibility to meet the delivery requirements of the County, as called for in the Technical Specifications. Delivery charges shall be separately listed on all invoices, quotes and sealed competitive bids in order to ensure that sales tax or use tax is not calculated on delivery charges. For all procurements, Yavapai County reserves the right to separately procure delivery services from a vendor other than the one providing the product.
- 10. Cooperative Use of Contract (aka Piggy-Back Clause).** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accordance with the laws, ordinances, rules and regulations applicable to such entity, and the approval of the Contractor and the County. The provision of goods or services to other agencies under this contract does not absolve the Contractor from fully complying with the requirements set forth within the contract for materials and services to be provided to the County under this contract. Any attempt to represent any material and or service as being under this contract with Yavapai County which is not a subject of, or an addition to this contract, is a violation of the contract. Any such action is subject to legal and contractual remedies available to Yavapai County including, but not limited to, cancellation or suspension of the contract.

In the event that another governmental agency or subdivision chooses to use this agreement for procurement purposes, the procuring party shall be solely responsible for the ordering of materials, services or construction under this agreement. Payment, inspection and acceptance of goods or services ordered by the procuring party shall be the exclusive

obligation of the procuring party. County shall not be liable in any way for alleged or actual violations by the procuring party or Contractor, and the procuring party shall hold County harmless from any liability which may arise from the action or inaction of the procuring party. Contractor agrees to look solely to the procuring party in pursuing all legal remedies that may be available to Contractor for acts or inaction of the procuring party.

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

11. Protests.

- A. Any Interested Party may file a protest. In order to be timely, a protest must be submitted, in writing, to the Finance Department no later than 5:00 p.m. on the tenth calendar day after the date that the notice of intent to award was sent and the procurement file was made available for public inspection by the Purchasing Supervisor.

An Interested Party may request an extension of the time limit for filing a protest by submitting in writing a request for extension for good cause. The Finance Director shall approve or deny the request in writing. If the extension is approved, a new date for submission should be determined. Protests that are not submitted in a timely manner to the Finance Director shall be rejected.

A protest shall contain all of the following (failure to provide any of the following is grounds for the Finance Director to reject a submitted protest):

1. Name, mailing address and telephone number of the Interested Party;
 2. Identification of the solicitation or contract giving rise to the protest;
 3. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
 4. The signature of the Interested Party or the Interested Party's representative; and
 5. The form of relief requested.
- B. The Finance Director shall not consider a protest unless the protest contains facts and evidence that, if true, would establish one or more of the following:
1. A material violation of the issued solicitation;

2. A material violation of this Section;
3. A failure to correctly apply the criteria set forth in the solicitation;
4. A failure to correctly apply or calculate the scoring of responsive proposals that were not rejected by either the evaluation committee or the Purchasing Supervisor; and/or
5. A bias exercised by one or more of the evaluation committee members or the Purchasing Supervisor in the solicitation process, excluding a bias that arose during the evaluation process due to how well one or more proposals met the criteria established in the solicitation.

C. The Finance Director shall not consider a protest if:

1. The protest is based on a rejection by the evaluation committee or the Purchasing Supervisor for failure to conform in all material respects to the requirements of the issued solicitation or other reasonable grounds set forth by the evaluation committee or the Purchasing Supervisor; or
2. The protest is based on a rejection by the Purchasing Supervisor for failure to attend a mandatory pre-proposal conference.

D. If the Finance Director determines that a protest is timely and otherwise complies with this Section and other applicable law, the Finance Director shall:

1. Dismiss the protest without holding a hearing and issue a corresponding written dismissal if the Finance Director determines that the facts and/or evidence in the protest, even if true, are insufficient to uphold the protest;
2. Uphold the protest without holding a hearing and issue a corresponding written decision if the Finance Director determines that the undisputed facts of the protest establish that the protest should be upheld; or
3. Hold a hearing on the protest if there are genuine issues of fact or law that need to be resolved in order to determine whether the protest should be denied or upheld, and, subsequently, issue a written decision in response to the protest.

E. If the Finance Director dismisses or denies a protest pursuant to this section or other applicable law, Yavapai County may enter into a contract with the vendor who was issued the applicable notice of intent to engage in contract negotiations.

If the Finance Director upholds a protest, the Finance Director shall also determine how Yavapai County shall proceed regarding the issued solicitation, including, but

not limited to, directing the evaluation committee or the Purchasing Supervisor to engage in the evaluation process once again with specific directions to engage in or omit certain actions, re-issue the solicitation, or cancel the solicitation.

The Finance Director shall promptly issue a written decision regarding any protest and disseminate the written decision by mail, email, or otherwise furnish a copy of the written decision to the protestor. A protestor may not file an action, appeal, or otherwise, regarding a written decision issued by the Finance Director in response to a protest with any appeals panel, court, or any other forum.

Notwithstanding anything in this Section to the contrary, Yavapai County and the protestor may settle a protest by mutual agreement.

TECHNICAL SPECIFICATIONS

GENERAL

REQUIREMENTS

All materials are to be supplied as specified and shall be delivered ready for use by Yavapai County. The materials and finished signs shall all be rated for outdoor and long life applications in Arizona's diverse alpine to desert environment.

All items shall be in accordance with the requirements described in the contract documents. The bid will be awarded to those who demonstrate to Yavapai County by their response to this call for bids that they can supply the needed fabricated signs and/or sign posts that shall perform in accordance to these specifications.

CERTIFICATION OF REQUIREMENTS

With the initial bid and throughout the life of this contract, Yavapai County may require reports and/or testing lab reports be submitted for all materials and required tests stated in the specifications. These reports shall contain documentation of testing and/or other information that indicates that the offered or supplied materials will meet or exceed the requirements of these specifications.

WARRANTY

The vendor warrants:

- A. That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship.
- B. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- C. Mounted Finished Signs - The warranty period for the durability of the mounted sign (including the substrate) is seven (7) years. The specifications contain additional definitions regarding unsatisfactory performance.
- D. Square Steel Sign Posts, Related Hardware and Accessories - The warranty period on workmanship and materials shall be one (1) year for all materials being stored. Once installed, the durability warranty shall be three (3) years. The specifications contain additional definitions regarding unsatisfactory performance.
- E. Radar Feedback Signs, Related Hardware and Accessories - Once installed, the warranty shall be three (3) years. The specifications contain additional definitions regarding unsatisfactory performance.

F. Automated Flagger Assistance Device - Once installed, the warranty shall be two (2) years. The specifications contain additional definitions regarding unsatisfactory performance.

G. Message Boards:

1. Truck Mounted - Once installed, the warranty shall be two (2) years.
2. Message Signs (Mini and Full-size) - Once installed, the warranty shall be five (5) years.
3. Conversion Kits - Once installed, the warranty shall be five (5) years.

The specifications contain additional definitions regarding unsatisfactory performance.

H. The warranty shall cover that the materials and signs supplied under this contract shall perform as intended for the period of time specified without degradation that is directly related to unsatisfactory performance of those materials either individual and/or as fabricated on a sign or traffic control device.

I. The vendor shall indicate on a separate written sheet that is submitted with the bid the exact conditions of their warranty.

J. The vendor agrees that it will, at their own expense, provide all labor and parts required to repair and/or replace any such defective workmanship and/or materials which become or are found to be defective during the term of this warranty. The vendor shall guarantee the products to be supplied comply with the requirements of the specifications, and that any products used to replace defective or non-performing products likewise comply or exceed the requirements of the specifications.

MULTIPLE AWARD

Given the diversity of need of this contract, a multiple award is possible. An award could be by category, subcategory or individual items. Multiple award by item may also be possible, if one material is found by Yavapai County to meet other needs.

ORDERING REQUIREMENTS

The minimum order of fabricated signs will be 50 signs. The size of the order is determined by the number of signs ordered regardless of the color, type or size.

The minimum order for sign posts will be 700 in bundles of 100. The size of the order is determined by the total number of post regardless of length and weight.

The minimum order for channelizing devices will be in bundles of 50.

ESTIMATED QUANTITIES

Yavapai County anticipates considerable activity under any resultant contract(s); however, no guarantee is made concerning any annual quantities to be actually ordered.

BRAND NAME OR EQUAL SPECIFICATION

The brand name or equal specification used in this solicitation is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Any offer which proposes equal quality, design or performance will be considered if the product offered is identified in the offer, including sufficient technical information, and is determined by Yavapai County to be an equal in all material respects to the brand name product referenced in the solicitation. The brand name manufacturers for perforated sign posts are as follows: Western Highway Ulti-Mate Sign Support System, Unistrut Telespar Square Tube Sign Support System, or equivalent. The preferred brand name manufacturers for radar feedback signs are as follows: Carmanah, or equivalent.

DELIVERY

Delivery of the product is desired as soon as possible, **but required no later than forty-five (45) calendar days after receipt of order (ARO)**, except for special orders, as noted elsewhere in this document. The vendor shall be responsible for delivery of all materials in a complete and ready-for-use condition. These products shall be delivered free of decals or emblems identifying or advertising the vendor. The standard identification of manufacturer is acceptable. Materials shall be delivered between the hours of 8:00 a.m. and 2:30 p.m., Monday through Thursday, except state holidays. It shall be the vendor's responsibility to meet the delivery requirements of the County, as called for in the contract documents. Delivery charges shall be separately listed on all invoices, quotes and sealed competitive bids in order to ensure that sales tax or use tax is not calculated on delivery charges. For all procurements, Yavapai County reserves the right to separately procure delivery services from a vendor other than the one providing the product. All bid proposals shall include fuel surcharges, if any.

SHIPPING TERMS

Bid prices shall be F.O.B. Destination to:

Yavapai County Public Works
1100 Commerce Drive
Prescott, AZ 86305

The vendor shall retain title and control of all goods until they are delivered, and acceptance has been made. All risks of transportation and all related charges shall be the responsibility of the vendor. All claims for visible or concealed damage shall be filed by the vendor. The State will notify the vendor promptly of any damaged goods and shall assist the vendor in arranging for inspection.

TECHNICAL SPECIFICATIONS

SIGNS AND GALVANIZED SIGN POSTS

1. Yavapai County desires bids to be submitted for the following materials:

Finished Signs - Various sizes of high intensity prismatic grade (HIP, ASTM D-4956, Type IV) and diamond grade (DG, ASTM D-4956, Type XI) regulatory, warning and directional signs with variety of legends (e.g. Stop, Curve, Mile Markers). The substrate types shall be two different types: rigid aluminum alloy 3105, rigid aluminum alloy 5052. The thicknesses shall be as specified.

Sign Post – Various sizes of galvanized U-channel sign post.

2. Based on Yavapai County needs, the following material categories have been established for this contract:

Category 1 - Finished Mounted Signs

Category 2 - Galvanized Sign Post

Each of these two (2) categories is further divided into subcategories that are based on the specific configurational requirements. For fabricated signs (Category 1) it is by Manual on Uniform Traffic Control Devices (MUTCD) / ADOT approved signs. For sign post (Category 2) length and weight of U-channel type post. Each subcategory contains specific items that are based on the dimensional requirements. For the finished signs it is the specific size of the sign. For sign post it is the length and weight per foot of length.

Retroreflectivity properties for the signs will adhere to AASHTO M268-10. Conformance to AASHTO M268-10 requirements is an integral part of the specifications and warranty provision for this IFB. A sign sheeting materials ability to achieve long-term outdoor durability is an important aspect of Yavapai County's plan in conforming to the AASHTO M268-10 requirements.

3. Item Categories and Descriptions

The items to be offered by item category and subcategory (as they appear in the attached Proposal shall be as follows:

I SIGNS

1. R1-1 OCTAGON SHAPED STOP SIGNS

- 1A. R1-1-30 (sub) 30 x 30 inch stop sign
- 1B. R1-1-36 (sub) 36 x 36 inch stop sign

2. WARNING AND OTHER REGULATORY SIGNS

- 2A.** 12 x 36 inch sign
- 2B.** 24 x 30 inch sign
- 2C.** 30 x 30 inch sign
- 2D.** 36 x 36 inch sign
- 2E.** 36 x 48 inch sign
- 2F.** 48 x 24 inch sing

3. BLANK MILE MARKER/DIRECTIONAL SIGNS

- 3A.** 10 x 18 inch sign
- 3B.** 10 x 27 inch sign
- 3C.** 10 x 36 inch sign

4. EXTRUDED STREET SIGN BLANKS

- 4A.** 18 x 6 inch sign
- 4B.** 24 x 6 inch sign
- 4C.** 24 x 9 inch sign
- 4D.** 30 x 6 inch sign
- 4E.** 30 x 9 inch sign
- 4F.** 36 x 6 inch sign
- 4G.** 36 x 9 inch sign
- 4H.** 42 x 6 inch sign
- 4I.** 42 x 9 inch sign
- 4J.** 48 x 6 inch sign
- 4K.** 48 x 9 inch sign

5. SIGN BLANK ALUM MUTCD PUNCH AND RADIUS

5A. DIAMOND

- 5A1.** 18 x 18 inch sign
- 5A2.** 24 x 18 inch sign
- 5A3.** 24 x 24 inch sign
- 5A4.** 24 x 30 inch sign
- 5A5.** 30 x 30 inch sign
- 5A6.** 36 x 36 inch sign
- 5A7.** 36 x 48 inch sign

5B. RECTANGLE

- 5B1.** 12 x 36 inch sign
- 5B2.** 48 x 24 inch sign
- 5B3.** 48 x 48 inch sign

Finished Sign Category Notes:

- (a) The minimum order size is 50 signs of any size or type. If applicable, the 50 signs will be of the same substrate thickness.
- (b) All the sign layouts and sizing shall be per ADOT's current edition of the Manual of Approved Signs and Signing and Marking Standard Drawings 4-S-2.09 and 4-S-2.13 or the MUTCD.
- (c) Thicknesses of the Sign Substrates – If a sign has a dimension of 36 inches or smaller, shall be 0.080 inches thick. If a sign has a dimension larger than 36 inches the aluminum substrate shall be 0.125 inches thick.

Sign Post Notes:

- (a) The post shall be produced from HR High Carbon Rail Steel. Chemistry to ASTM A 191#/yd. Rail or Better.
- (b) Certified to ASTM A 499 Grade 60.
- (c) Mounting holes: Standard 3/8" dia. holes on 1" centers beginning 1" from top.
- (d) All posts shall be tapered on one end for ease of installation.
- (e) Posts shall be galvanized to ASTM A 123.

4. Applicable Requirements

All items shall conform with the applicable requirements specified in the following documents:

Arizona Department of Transportation (ADOT), Manual of Approved Signs, Current Edition, Traffic Engineering Group.

Federal Highway Administration (FHWA), Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, Millennium Edition.

Copies of ADOT materials can be obtained through ADOT Engineering Records, call (602) 712-8216 for more information.

5. Finished Sign Technical Requirements

The finished signs shall conform to the following requirements:

- A. All items supplied shall be designed and made of materials that are capable of withstanding the rigors of long term exposure to a highway environment while providing the needed performance. The finished signs supplied by this contract will

be used statewide at elevations from 500 feet to 6000 feet with ambient temperature ranges of from -20 degrees to 128 degrees F.

- B. All finished signs shall be capable of withstanding normal shipping and installation practices without scuffing, delamination, ripping or other damage when the manufacturer's recommendations are followed. The vendor agrees to warranty this claim by replacing any such damaged materials (raw or fabricated) without additional cost to Yavapai County.
- C. All items shall be manufactured in such a manner that they are consistent in size, dimension, thickness and color from order to order. Finished signs that have been determined to be defective shall be replaced without cost to Yavapai County.
- D. All finished signs supplied shall be suitable for prolonged outdoor exposure without loss of the required retroreflectivity, loss of color (fading), deformation, discoloration, cracking, delamination or other type of degradation that would render the traffic control sign and/or device useless/unsightly before its expected life. All finished signs shall be warranted to perform as such. The minimum rated life and warranty period for applied finished signs shall be as stated above.

6. High Intensity Prismatic/Diamond Grade Mounted Signs

The sign legends and layouts shall be per the requirements of the MUTCD or ADOT's current edition of the Manual of Approved Signs and the Signing and Marking Standard Drawings.

All mounted signs (48 inches and under) shall be supplied free of any retroreflective sheeting splices.

The aluminum substrates shall be either aluminum alloy 3105 or 5052. The thicknesses of the aluminum substrates will be 0.080 inches and 0.125 inches. If a sign has a dimension of 36 inches or smaller, it shall be 0.080 inches thick. If a sign has a dimension of larger than 36 inches, the aluminum substrate shall be 0.125 inches thick. The back of the aluminum signs shall be chemically (e.g. chromate acid conversion coating) treated to form an oxidation resistant barrier film that is suitable for the intended purpose and has been used successfully in the past. All surfaces not covered with sheeting shall be etched in some fashion to reduce glare from reflected sunlight.

All corners of sign substrates shall have radius corners and be free of burs. All substrates shall come with pre-drilled mounting holes.

The finished signs shall have manufacturer's identification mark and fabrication date mounted on the back of all signs.

For this bid the following materials shall be submitted: Testing and field experience reports and/or letters from at least two (2) other customers that indicates that the materials offered are capable of withstanding long term outdoor exposure and will provide the

needed performance as required by these specifications. Listing of the material on a qualified and/or approved product listing is acceptable for meeting this requirement. The names and phone numbers of persons to contact to verify these reports shall be included. The names given to meet this requirement can be the same as those given as references.

7. Satisfactory Performance Life

All finished signs shall be considered as providing satisfactory performance life if they do not deteriorate due to natural causes within the specified time. The specified time for the signs is as follows:

Mounted Signs: Seven (7) years for the entire sign.

Unsatisfactory performance conditions shall be cause for immediate material rejection and replacement. Consistent unsatisfactory performance may be grounds for cancellation of all or a portion of a contract.

Unsatisfactory performance conditions include, but are not limited to, the display of the following:

- A. Bubbles, wrinkles, cracks or breaks on any portion of the applied material greater than three inches in length. For Yavapai County mounted signs, this requirement does not apply regarding minor defects around dents, mounting holes or other imperfections in the substrate.
- B. Any shrinkage that is more than ¼ inch.
- C. Significant visible delamination of any layer including the substrate.
- D. Significant discoloration, including clouding or chalking of any surface or layer or ink.
- E. A loss in transparency of any transparent sheeting or ink.
- F. A loss in opaqueness of any black opaque ink or film.
- G. Cracking, crazing, blistering, ripping, flaking or chipping of any applied or processed ink.

TECHNICAL SPECIFICATIONS
SQUARE STEEL SIGN POSTS
AND
RELATED HARDWARE/ACCESSORIES

1. Yavapai County has the need to purchase various sizes of square steel sign posts, and related hardware and accessories. The items will be used by Yavapai County signing crews in mounting highway signs and markers.
2. The items supplied shall consist of all the materials and fabrication services necessary to provide Yavapai County with perforated square tube steel sign posts and related hardware and accessories that are ready to use in the field by Yavapai County maintenance crews.

All square tube steel posts shall be square tubing formed from a steel sheet and flash welded together in one corner. The standard thickness will be 12 gauge (0.105 inch), and the standard length will be 24 feet. Perforated posts shall have 0.4375 inch holes spaced on one inch centers along the entire length on all four sides. All posts shall be galvanized following fabrication to protect the posts from corrosion. Posts will be ordered by post size (1.5", 1.75", 2", 2.25", or 2.5"), length (12 or 24 feet) and gauge (12).

All sign posts and related components offered shall be interchangeable and compatible with other commonly available square steel sign post systems, such as the Ulti-Mate and Telespar systems.

The sign post system shall conform to all FHWA requirements regarding safety standards for sign supports. Application recommendations shall be based on wind speed design assumptions of 70mph and a standard range of typical highway sign sizes and shapes at typical mounting heights (e.g. 5ft. to 12ft. above grade). The sign post system shall also conform to all applicable requirements of the current edition of AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals.

Pricing for all posts shall be by the 12' and 24' sections. An order could consist of these items herein specified and awarded to the vendor.

3. Item Categories and Descriptions

The items to be offered by item category and subcategory (as they appear in the attached Proposal) shall be as follows:

II. POSTS, RELATED HARDWARE & ACCESSORIES

1. SQUARE STEEL SIGN POSTS

- 1A.** 1.75" x 1.75", 12 gauge, 12 feet length
- 1B.** 2.00" x 2.00", 12 gauge, 12 feet length
- 1C.** 2.25" x 2.25", 12 gauge, 12 feet length

- 1D.** 2.25 x 30", 12 gauge, 12 feet length
- 1E.** 2.50" x 2.50", 12 gauge, 12 feet length
- 1F.** 2.50" x 12", 12 gauge, 12 feet length

4. Sign Posts

A. Material

Square tube steel post shall be either cold rolled formed sheet steel conforming to ASTM A653 for structural quality Grade 50 or hot rolled carbon sheet steel conforming to ASTM A570, Grade 50. Thickness shall be 0.105 inch (12 gauge).

B. Dimensional Tolerances

Standard order length shall be 12 feet. Tolerance on post thickness shall be plus 0.011 inch or minus 0.008 inch.

C. Perforations

Perforated sign posts shall have holes 0.4375 inch (+/- 0.016 inch) in diameter spaced continuously along the length of each post on one (1) inch centers on all four faces and centered laterally along each face.

The consistent alignment and proper spacing of holes shall be maintained. The holes shall not interfere with the telescoping properties of the post or its fit and alignment when the post is inserted into another larger post. Additionally, the holes shall be compatible with the corner bolt systems herein specified and those typically available.

D. Corners and Welding

The corner (radii) shall be scarfed as necessary with a radius of 0.1563 inch (+/- 0.0313 inch). Post corners shall be welded by high frequency resistance welding or equivalent. The corner weld flash shall permit a 0.1406 inch radius gauge to be placed in the corner.

The welded and non-welded corners shall not interfere with the telescoping properties of the post or its fit and alignment when inserted into another larger post.

E. Finish

Steel tubes shall be hot-dip galvanized (zinc coated), commercial quality (1.25 oz.), conforming to ASTM A-525, Des. G-90.

External welded areas and scarfed areas shall be re-galvanized after fabrication. All holes and cutoff ends shall be free of burrs.

The finished galvanized surface shall not interfere with the telescoping properties of the post or its fit and alignment with other posts.

The visual appearance of the galvanized surfaces shall be uniform. Irregularities in the galvanized finish, such as dark areas, dark streaks, handling marks or discoloration due to storage may be grounds for rejection.

F. Straightness

There shall be only an allowable deviation from straightness of 0.0625 inch in a three foot section of post.

All posts shall be sufficiently and consistently straight so as not to interfere with the telescoping properties of the post or its fit with other posts.

G. Convexity and Concavity

A straightedge placed laterally across the face of the posts shall not have a distance of more than 0.010 inch between the face of the posts and the straightedge.

H. Telescoping

Consecutive sized posts shall be able to telescope for a length of no less than 10 feet.

5. Satisfactory Performance Life

All materials, when installed per the manufacturer's recommendation, shall provide satisfactory performance life for the period specified above. Unsatisfactory performance conditions shall be cause for immediate material rejection and replacement. Consistent unsatisfactory performance may be grounds for cancellation of the contract.

Unsatisfactory performance conditions include, but are not limited to, the display of the following:

- A. Any signs of rusting.
- B. Significant discoloration, including clouding or chalking of the galvanized finish.
- C. Cracking, crazing, blistering, flaking, or chipping of the galvanized finish.
- D. Inconsistent spacing or misalignment of pre-drilled sign post holes.
- E. The galvanized finish of the supplied posts not matching the appearance of the order acceptance sample.
- F. Inability of posts of consecutive size to telescope.

G. The inability of the sign post to withstand design loading conditions.

H. Damage caused during transportation between the manufacturing facility and the designated Yavapai County delivery location.

Subjective and objective measures, based on this specification and other nationally accepted standards and practices, will be used to judge unsatisfactory performance.

TECHNICAL SPECIFICATIONS
DELINEATORS
AND
RELATED HARDWARE/ACCESSORIES

1. Yavapai County has the need to purchase various types of delineators, and related hardware and accessories. The items will be used by Yavapai County signing crews in installing new delineators and replacing old/damaged delineators.
2. The items supplied shall consist of all the materials and fabrication services necessary to provide Yavapai County with delineators and related hardware and accessories that are ready to use in the field by Yavapai County maintenance crews.

All delineators shall conform to Section 703 of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction (2008 Edition). All delineators shall be capable of sustaining a minimum of ten (10) direct wheel-over impacts at 60 MPH without damage to the post or the retro-reflective sheeting applied to the post. All posts shall be easily replaceable. All posts shall be constructed of UV-stabilized thermo-plastic low-density polyethylene (LDPE), conforming to the following material specifications:

Property	ASTM Test	Results
Specific Gravity (min.)	D 1505	0.925
Hardness (min.)	D 2240	47 D
Tensile Strength @ break, (min PSI)	D 638	2200
Tensile Elongation @ break (min. %)	D 638	300
Dart Impact @ 23 degrees C, grams	D 1709	170

Bases shall be black in color and 1.0# (min.) in weight. All bases shall be constructed of a high-impact thermo-plastic styrenic alloy conforming to the following specifications:

Property	ASTM Test	Results
Specific Gravity (min.)	D 792	1.02
Gardner Impact (min.)	N/A	160
Flexural Strength (min.)	D 790	5,500

Delineator posts and bases shall be constructed of UV-stabilized polymers and colors. The color shall be solid throughout and stabilized to resist UV degradation.

The delineator posts shall be secured to the base units with rust-proof black plastic locking pins conforming to the same materials specifications as the base units to prevent dislocation when posts are impacted and to ease replacement of old posts. The base units can be installed using an approved epoxy (per ADOT Approved Products List) or bolt-down system.

All posts shall have retro-reflective sheeting applied. The retro-reflective sheeting shall be one (1) 3-inch wide by 12-inch high wrap of sheeting applied two (2) inches down from the top of the post. The retro-reflective sheeting shall meet or exceed the requirements of ASTM D 4956 Type III High Intensity sheeting. The retro-reflective sheeting shall also meet the requirements of ASTM D 4956 for shrinkage, adhesion, impact resistance and resistance to weathering.

Delineators shall be 48 inches in length. A sufficient quantity of pins shall be supplied to secure all posts to the bases.

The delineators shall be fully crash-tested on the AASHTO's NTPEP Test Deck and meet requirements for Category 1 devices as specified in NCHRP Report #350. All delineators shall have the acceptance of the U.S. Department of Transportation, Federal Highway Administration. Certifications of acceptance to these standards must be supplied by the manufacturer upon request.

3. Item Categories and Descriptions

The items to be offered by item category and subcategory (as they appear in the attached Proposal) shall be as follows:

II. POSTS, RELATED HARDWARE & ACCESSORIES

2. DELINEATORS

- 4A.** Davidson FG 300, Model UR, 48" length, with in-ground driven base
- 4B.** Shur-Tite Shur-Flex Surface Mount Delineator, Item #SF0140
- 4C.** Shur-Tite Shur-Flex Drivable Delineator, Item #SD0031, 48" length
- 4D.** Shur-Tite U-Flex 36" Length Delineator with 3" x 12" Sheeting and 7" x 7" Surface Mount Base (Any color)
- 4E.** Shur-Tite U-Flex 48" Length Delineator with 3" x 12" Sheeting and 7" x 7" Surface Mount Base (Any color)

3. BARRICADES/CONES

- 3A.** Barricade Type II, 8/8" x 24" Plastic Waffle Panels Hip, 14 Gauge Galvanized Steel Legs
- 3B.** Cone 28" 7 LB 2' Collar Stenciled "YAVAPAI COUNTY" or "YCPW"
- 3C.** LED Barricade Lights
- 3D.** 44" Vertical Panels with HIP Sheeting
- 3E.** Vertical Panel with rubber bases

4. Satisfactory Performance Life

All materials, when installed per the manufacturer's recommendation, shall provide satisfactory performance life for a period of three (3) years. Unsatisfactory performance conditions shall be cause for immediate material rejection and replacement. Consistent unsatisfactory performance may be grounds for cancellation of the contract.

Unsatisfactory performance conditions include, but are not limited to, the display of the following:

- A. Significant discoloration.
- B. Cracking, crazing, blistering, flaking, or chipping of the delineator finish.
- C. Damage caused during transportation between the manufacturing facility and the designated Yavapai County delivery location.

Subjective and objective measures, based on this specification and other nationally accepted standards and practices, will be used to judge unsatisfactory performance.

5. Manufacturer Information

Additional manufacturer information about the delineators can be found at the following websites:

- Davidson products - <http://www.pexco.com/Pages/PexcoTraffic.aspx>
- SHUR-TITE products - <http://shur-tite.com/>

TECHNICAL SPECIFICATIONS

RADAR FEEDBACK SIGNS (including mounting brackets and hardware)

1. Yavapai County has the need to purchase various sizes of radar feedback signs, and related hardware and accessories. The items will be used by Yavapai County signing crews to enforce posted speed limits.
2. The items supplied shall consist of all the materials and fabrication services necessary to provide Yavapai County with radar feedback signs and related hardware and accessories that are ready to use in the field by Yavapai County maintenance crews.

Radar feedback signs must be compliant to MUTCD standards (current edition, with revisions adopted by ADOT) for legibility, including LED color, character and letter height per posted speed. The radar feedback signs must use LED displays, batteries with a solar power source. The LED displays can be 12-inch, 15-inch, and 18-inch digits against a background designed for high-contrast visibility that prevents “88” ghosting - ensuring readability in all weather and lighting conditions. The LED display must be housed within a durable, weatherproof unit and is shielded for added vandalism protection. The radar feedback sign must be easy to repair using standard tools—without removing the device from the pole.

3. Item Categories and Descriptions

The items to be offered by item category and subcategory (as they appear in the attached Proposal) shall be as follows:

III. RADAR FEEDBACK SIGNS (including mounting brackets and hardware)

1. LED Digit Size 12
2. LED Digit Size 15
3. LED Digit Size 18

4. Satisfactory Performance Life

All materials, when installed per the manufacturer's recommendation, shall provide satisfactory performance life for the period specified above. Unsatisfactory performance conditions shall be cause for immediate material rejection and replacement. Consistent unsatisfactory performance may be grounds for cancellation of the contract.

Unsatisfactory performance conditions include, but are not limited to, the display of the following:

- A. Any signs of rusting.
- B. Significant discoloration, including clouding or chalking of the finish.

- C. Cracking, crazing, blistering, flaking, or chipping of the finish.
- D. Failure of any electronic components.
- E. The radar feedback signs not matching the appearance of the order acceptance sample.
- F. The inability of the radar feedback sign to withstand design loading conditions.
- G. Damage caused during transportation between the manufacturing facility and the designated Yavapai County delivery location.

The brand name or equal specification used in this solicitation is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Any offer which proposes equal quality, design or performance will be considered if the product offered is identified in the offer, including sufficient technical information, and is determined by Yavapai County to be an equal in all material respects to the brand name product referenced in the solicitation.

The preferred brand name manufacturers for radar feedback signs are as follows: Carmanah, or equivalent.

Subjective and objective measures, based on this specification and other nationally accepted standards and practices, will be used to judge unsatisfactory performance.

TECHNICAL SPECIFICATIONS

AUTOMATED FLAGGER ASSISTANCE DEVICE

1. Yavapai County has the need to purchase automated flagger assistant devices. The items will be used by Yavapai County signing crews to control traffic in temporary work zones.
2. The items supplied shall consist of all the materials and fabrication services necessary to provide Yavapai County with automated flagger assistant devices that are ready to use in the field by Yavapai County maintenance crews.

Automated flagger assistant devices must be compliant to MUTCD standards (current edition, with revisions adopted by ADOT).

3. Item Categories and Descriptions

The items to be offered by item category and subcategory (as they appear in the attached Proposal) shall be as follows:

IV. AUTOMATED FLAGGER ASSISTANCE DEVICE

1. Wanco, Inc. Automated Flagger Assistance Device, Model WAFD

4. Satisfactory Performance Life

All materials, when installed per the manufacturer's recommendation, shall provide satisfactory performance life for the period specified above. Unsatisfactory performance conditions shall be cause for immediate material rejection and replacement. Consistent unsatisfactory performance may be grounds for cancellation of the contract.

Unsatisfactory performance conditions include, but are not limited to, the display of the following:

- H. Any signs of rusting.
- I. Significant discoloration, including clouding or chalking of the finish.
- J. Cracking, crazing, blistering, flaking, or chipping of the finish.
- K. Failure of any electronic components.
- L. The automated flagger assistant devices not matching the appearance of the order acceptance sample.
- M. The inability of the automated flagger assistant device to withstand design loading conditions.

N. Damage caused during transportation between the manufacturing facility and the designated Yavapai County delivery location.

The brand name or equal specification used in this solicitation is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Any offer which proposes equal quality, design or performance will be considered if the product offered is identified in the offer, including sufficient technical information, and is determined by Yavapai County to be an equal in all material respects to the brand name product referenced in the solicitation.

The preferred brand name manufacturers for automated flagger assistant devices are as follows:

Wanco, Inc., or equivalent.

Subjective and objective measures, based on this specification and other nationally accepted standards and practices, will be used to judge unsatisfactory performance.

TECHNICAL SPECIFICATIONS

MESSAGE BOARDS

1. Yavapai County has the need to purchase message boards. The items will be used by Yavapai County signing crews to control traffic in temporary work zones.
2. The items supplied shall consist of all the materials and fabrication services necessary to provide Yavapai County with message boards that are ready to use in the field by Yavapai County maintenance crews.

Message boards must be compliant to MUTCD standards (current edition, with revisions adopted by ADOT).

3. Item Categories and Descriptions

The items to be offered by item category and subcategory (as they appear in the attached Proposal) shall be as follows:

V. MESSAGE BOARDS

1. TRUCK MOUNTED

- 1A. Wanco Inc. Truck Mount Variable Message Sign,
Model WVMBM-3LP
- 1B. Wanco Inc. Truck Mount Variable Message Sign,
Model WVMBM-2LP

2. MINI MESSAGE SIGNS

- 2A. Wanco, Inc. Full-Matrix Mini Message Sign,
Model WVTM
- 2B. Wanco, Inc. Three-Line Mini Message Sign,
Model WVT3

3. FULL-SIZE VARIABLE MESSAGE SIGNS

- 3A. Wanco, Inc. Full-Size Three-Line Variable Message Sign,
Model WTLMB

4. MESSAGE SIGN CONVERSION KITS

- 4A. Wanco, Inc. Full-Matrix Mini Message Sign Conversion Kit
- 4B. Wanco, Inc. Three-Line Mini Message Sign Conversion Kit
- 4C. Wanco, Inc. Full-Matrix Message Sign Conversion Kit
- 4D. Wanco, Inc. Three-Line Message Sign Conversion Kit

4. Satisfactory Performance Life

All materials, when installed per the manufacturer's recommendation, shall provide satisfactory performance life for the period specified above. Unsatisfactory performance

conditions shall be cause for immediate material rejection and replacement. Consistent unsatisfactory performance may be grounds for cancellation of the contract.

Unsatisfactory performance conditions include, but are not limited to, the display of the following:

- O. Any signs of rusting.
- P. Significant discoloration, including clouding or chalking of the finish.
- Q. Cracking, crazing, blistering, flaking, or chipping of the finish.
- R. Failure of any electronic components.
- S. The message boards not matching the appearance of the order acceptance sample.
- T. The inability of the message boards to withstand design loading conditions.
- U. Damage caused during transportation between the manufacturing facility and the designated Yavapai County delivery location.

The brand name or equal specification used in this solicitation is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Any offer which proposes equal quality, design or performance will be considered if the product offered is identified in the offer, including sufficient technical information, and is determined by Yavapai County to be an equal in all material respects to the brand name product referenced in the solicitation.

The preferred brand name manufacturers for automated flagger assistant devices are as follows:

Wanco, Inc., or equivalent.

Subjective and objective measures, based on this specification and other nationally accepted standards and practices, will be used to judge unsatisfactory performance.

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the **COUNTY OF YAVAPAI**, State of Arizona, acting by and through its Board of Supervisors, hereinafter designated the COUNTY, and _____, hereinafter designated the CONTRACTOR. This contract will be in effect from December 1, 2025, to November 30, 2026.

WITNESSETH: That the Contractor by these presents does covenant, contract and agree with the County, for and in consideration for the payments made as provided for in the Specification and in the Proposal, to the Contractor by the County, at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for **SUPPLY OR SUPPLY AND DELIVER SIGNS, SIGN POSTS, RELATED HARDWARE, AND ACCESSORIES IN YAVAPAI COUNTY, ARIZONA – CONTRACT #2535979**. The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Specifications and Plans. The specifications and drawings furnished by the Contractor with his proposal, and the additional drawings or prints and other information furnished by the Contractor in accordance with the Specifications, are made a part of this agreement. The said Specifications and Plans prepared by the Yavapai County Engineer, Prescott, Arizona, for the said County of Yavapai are intended to be complimentary therewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of said Specifications and Plans, drawings or prints, the same as though the said work was contained and described in all.

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

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

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

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §23-214(A) (together the "State and Federal Immigration Laws").

Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

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

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

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

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

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

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

In return for the performance of this contract by the Contractor, the County agrees to pay the amount **PER THE PROPOSAL** through a payment schedule as described in the contract documents and as may be modified and executed by change orders and by final quantities. Contractor understands that Yavapai County has established an Electronic Funds Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within one month following the effective date of this Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.

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

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

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

Authority to Contract – Any individual executing this Agreement represents and warrants that such person is authorized to do so, and that upon executing this Agreement, this Agreement shall be legally binding and enforceable in accordance with its terms upon the party for whom such person is acting.

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

ATTEST:

YAVAPAI COUNTY

Jayme Rush, Clerk of the Board
Yavapai County

By: _____
Mary Mallory, Chair
Yavapai County Board of Supervisors

ATTEST:

CONTRACTOR

Witness:
If Contractor is an Individual

By: _____
(Signature/Official Title)