



**AGENDA  
TOWN OF CAMP VERDE  
SPECIAL SESSION  
MAYOR AND COUNCIL  
473 S MAIN STREET, SUITE 106  
WEDNESDAY, SEPTEMBER 22, 2021 AT 5:30 P.M.**

**ZOOM MEETING LINK:**

<https://us02web.zoom.us/j/86008699394?pwd=bmlGdHdObiNaNU1kWkdMFIYRU5Fdz09>

**One Tap Mobile: 1-346-248-7799 or 1-669-900-9128**

**Meeting ID: 860 0869 9394**

**Passcode: 126263**

Note: Council member(s) may attend Council Sessions either in person or by telephone, video, or internet conferencing.

- 1. Call to Order**
- 2. Roll Call.** Council Members Jackie Baker, Bill LeBeau, Cris McPhail Jessie Murdock, Robin Whatley, Vice Mayor Joe Butner, and Mayor Dee Jenkins
- 3. Pledge of Allegiance**
- 4. Discussion, Consideration and Possible Approval of Awarding Bid # 21-148 Town of Camp Verde FY 21/22 Chip-seal project to Contractor: VSS International in the amount of: \$687,000.00, which includes base and alternate bid.** Staff Resource: Ron Long Page 3
- 5. Discussion, Consideration and Possible Approval of Less Lethal and Simunition training equipment. Awarded amount to not exceed \$12,000.00.** Staff Resource: Corey Rowley Page 41
- 6. Presentation of the County’s Broadband Plan and an update on the process and potential for the Town within the plan for future broadband expansion.** Staff Resource: Russ Martin Page 45
- 7. Presentation, Discussion and Possible Direction to staff regarding a future Public Safety Complex.** Staff Resource: Corey Rowley Steve Ayers and Blake Carroll from Provident Real Estate Ventures.
- 8. Presentation Discussion and Possible Direction to staff regarding future office space needs by various departments.** Staff Resource: All Departments
- 9. Adjournment**

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Town of Camp Verde and Basha on 09-17-2021 at 11:00 a.m.

Cindy Pemberton

Cindy Pemberton, Town Clerk

*Note: Pursuant to A.R.S. §38-431.03. (A)(1); (A)(2) and (A)(3), the Council may hold an Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the agenda, or discussion of records exempt by law from public inspection associated with an agenda item.*

*Pursuant to A.R.S. §38-431.01 Meetings shall be open to the public - All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings. All legal action of public bodies shall occur during a public meeting. The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk at 928-554-0021*



**Proposed Streets & Estimated Quantities; FY 21 - 22 Chip Seal**  
**Date: August 26, 2021**

**Area 3**

Street Name	Lin. Feet	Width (Ft)	Sq. Yards	Dbl. 4" Yellow (LF.)	4" White (LF)	Crosswalks (EA)	Stop Bars (EA)
N. Boothill Dr.	2,780	25	7,722.22	2,780			2
N. Powderhorn Rd.	4,145	23	10,592.78				4
W. Apache Trl.	5,470	25	15,194.44	5,470		1	1
W. Apache Trl. (RT Lane)	350	10	388.89		350		1
W. Buffalo Trl.	6,590	25	18,305.56	5,490			2
N. Wild Horse Dr.	1,281	23	3,273.67				2
N. Roundup Rd.	1,855	23	4,740.56				
N. Chuck Devine Rd.	630	23	1,610.00				1
W. Reata Cir.	193	23	493.22				
N. Wagon Trl.	742	23	1,896.22				1
W. Cayuse Ln.	450	23	1,150.00				
N. Rounders Rd.	715	23	1,827.22				1
W. Lariat Ln.	295	23	753.89				
N. Buckskin Ln.	495	23	1,265.00				1
Colt Lane	275	23	702.78				
W. Pony Cir.	182	23	465.11				1
N. Trails End	483	23	1,234.33				
W. Mesa Ln.	2,545	23	6,503.89				
N. Butler Ln.	1,070	23	2,734.44				1
N. Garner Ln.	3,696	25	10,266.67	2,600			1
W. Camp Lincoln Rd.	2,442	25	6,783.33	2,442		6	2
W. Charolais Dr.	1,304	24	3,477.33				1
W. Hereford Dr.	3,657	24	9,752.00				1
W. Angus Dr.	1,003	24	2,674.67				
N. Shorthorn Dr.	1,224	24	3,264.00				
N. Red Angus Dr.	1,355	24	3,613.33				
Street Name	Lin. Feet	Width (Ft)	Sq. Yards	Dbl. 4" Yellow (LF.)	4" White (LF)	Crosswalks (EA)	Stop Bars (EA)
Moser Lane	500	24	1,333.33				1
Library Parking Lot (Dbl)	775	50	4,305.56				
Black Bridge Road	1,070	24	2,853.33				1
E. Zellner Ln.	1,580	23	4,037.78				1
E. Cliff House Drive	2,118	25	5,883.33	250			1
E. Cliff House Dr. (LT Lane)	500	10	555.56		250		1
S. River Cave Rd	1,125	24	3,000.00				
E. Silver Bugle Dr.	1,760	24	4,693.33				
E. Parade Ground Cir.	1,464	24	3,904.00				
S. Soldier Dr.	560	24	1,493.33				
E. Turner St.	342	24	912.00				1
S. Woods St.	1,275	24	3,400.00			1	1
E. Hance St.	380	24	1,013.33				
E. Hollamon St.	1,336	25	3,711.11	450		4	1
E. Hollamon St. (LT Lane)	550	10	611.11		50		1
E. Fain St.	800	24	2,133.33	800			1
Nichols St.	825	24	2,200.00	100			
E. Tres Rios Rd.	573	24	1,528.00				
S. Cherokee Dr.	260	24	693.33				
S. Yaqui Cir.	2,121	24	5,656.00				
S. Hopi Dr.	347	24	925.33				
S. Main Str.	3,732	36	14,928.00	7,400	3,750	8	2
Finnie Flat Rd. (MCH -Cliffs)	2,215	35	8,613.89	4,430	4,430	6	4
Finnie Flat Rd. (Cliffs-260)	4,575	55	27,958.33	9,150	9,150	6	4
<b>Totals</b>			<b>227,028.89</b>	<b>41,362</b>	<b>17,980</b>	<b>32</b>	<b>43</b>

Salt Mine Road							
Salt Mine Road	15,980	25	44,388.89	15,980	31,960		1
<b>Totals</b>			<b>44,388.89</b>	<b>15,980</b>	<b>31,960</b>	<b>0</b>	<b>1</b>

Town of Camp Verde  
 395 S. Main Street  
 Camp Verde, AZ 86322

**BID SCHEDULE**  
**FY 21/22 Chip Seal**  
**Area 3 and Salt Mine Road**

Base Bid (Area 3)					
Item	Description	Quantity	Units	Unit Price	Total Amount
1	Mobilization	1	LS	\$10,000.000	\$10,000.00
2	Traffic Control	1	LS	\$41,083.260	\$41,083.26
3	CRS-2P Single Chip Seal	227,030	SY	\$2.050	\$465,411.50
4	Fog Seal Over Chip Seal; CSS-1H	227,030	SY	\$0.170	\$38,595.10
5	4" Double Yellow Permanent Pavement Marking	41,362	LF	\$0.260	\$10,754.12
6	4" White Permanent Pavement Marking	17,980	LF	\$0.130	\$2,337.40
7	White Pre-Formed Turn Arrows (Finnie Flat & Main)	16	EA	\$146.590	\$2,345.44
8	White Crosswalks (Ladder Style)	32	EA	\$201.160	\$6,437.12
9	White Pre-Formed 18" Stop Bars	43	EA	\$157.290	\$6,763.47
<b>Total Base Bid</b>					\$583,727.41
Alternate Bid (Salt Mine Road)					
10	CRS-2P Single Chip Seal	44,390	SY	\$2.050	\$90,999.50
11	Fog Seal Over Chip Seal; CSS-1H	44,390	SY	\$0.170	\$7,546.30
12	4" Double Yellow Permanent Pavement Marking	15,980	LF	\$0.260	\$4,154.80
13	4" White Permanent Pavement Marking	3,190	LF	\$0.130	\$414.70
15	White Pre-Formed 18" Stop Bars	1	EA	\$157.290	\$157.29
<b>Total Alternate Bid</b>					\$103,272.59
<b>Total Base Bid + Alternate Bid</b>					\$687,000.00

Organization: VSS International, Inc.

Authorized Signature: \_\_\_\_\_

Jordan Reed, Secretary/ Treasurer

Date: 09/09/2021



**Bid Results : September 13, 2021 3:00 P.M.**  
**Town of Camp Verde**  
**395 S. Main Street**  
**Camp Verde, AZ 86322**

**RFP # 21-148 FY 21/22 Chip Seal**

<b>Organization</b>	<b>Base Bid Amount:</b>	<b>Alt Amount:</b>	<b>Total:</b>
Earth Resources	613,156.90	110,797.60	723,954.50
VSS International	583,727.41	103,272.59	687,000.00

**BID SCHEDULE**  
**FY 21/22 Chip Seal Area 3 and Salt Mine Road**

Base Bid (Area 3)					
Item	Description	Quantity	Units	Unit Price	Total Amount
1	Mobilization	1	LS	\$ 31,835.00	\$ 31,835.00
2	Traffic Control	1	LS	\$ 33,870.00	\$ 33,870.00
3	CRS-2P Single Chip Seal	227,030	SY	\$ 1.97	\$ 447,249.10
4	Fog Seal Over Chip Seal; CSS-1H	227,030	SY	\$ 0.27	\$ 61,298.10
5	4" Double Yellow Permanent Pavement Marking	41,362	LF	\$ 0.35	\$ 14,476.70
6	4" White Permanent Pavement Marking	17,980	LF	\$ 0.20	\$ 3,596.00
7	White Pre-Formed Turn Arrows (Finnie Flat & Main)	16	EA	\$ 211.00	\$ 3,376.00
8	White Crosswalks (Ladder Style)	32	EA	\$ 266.00	\$ 8,512.00
9	White Pre-Formed 18" Stop Bars	43	EA	\$ 208.00	\$ 8,944.00
<b>Total Base Bid</b>					<b>\$ 613,156.90</b>
Alternate Bid (Salt Mine Road)					
10	CRS-2P Single Chip Seal	44,390	SY	\$ 2.06	\$ 91,443.40
11	Fog Seal Over Chip Seal; CSS-1H	44,390	SY	\$ 0.28	\$ 12,429.20
12	4" Double Yellow Permanent Pavement Marking	15,980	LF	\$ 0.35	\$ 5,593.00
13	4" White Permanent Pavement Marking	3,190	LF	\$ 0.30	\$ 957.00
15	White Pre-Formed 18" Stop Bars	1	EA	\$ 375.00	\$ 375.00
<b>Total Alternate Bid</b>					<b>\$ 110,797.60</b>
<b>Total Base Bid + Alternate Bid</b>					<b>\$ 723,954.50</b>

Organization: Earth Resources Corporation  
 Authorized Signature: \_\_\_\_\_

Date: 9/13/2021



# **TOWN OF CAMP VERDE**

## **PROJECT BIDDING PACKET / AGREEMENT DOCUMENTS**

Town of Camp Verde FY 21/22 Chip Seal

### **PROJECT NO. 21-148**

#### **Town Council**

Dee Jenkins, Mayor  
Joe Butner, Vice Mayor  
Cris McPhail, Council Member  
Jackie Baker, Council Member  
Bill LeBeau, Council Member  
Jesse Murdock, Council Member  
Robin Whatley, Council Member

#### **Town Clerk**

Cynthia Pemberton

#### **Town Manager**

Russ Martin

#### **Project Engineer**

Ronald Long, P.E.

Project# 21-148

September, 2021



## TABLE OF CONTENTS – PROJECT BIDDING PACKET / AGREEMENT DOCUMENTS

### Notice to All Bidders:

All items and documents contained in or included with this Bidder Packet and shown in this Table of Contents are a part of the Agreement Documents and are to be followed and/or completed by those bidding this Project as required portions of the said Agreement Documents, which term may also be referred to as the “Agreement” herein. Be careful to utilize and include the Bid Submittal Checklist with your Bid Submission to assure that your Bid is complete and acceptable. Any items not submitted that are shown as mandatory items on the Bid Submittal Checklist will mean the immediate rejection of that particular Bidder Packet as incomplete and that particular Bid will not be accepted by the Town of Camp Verde.

Cover Sheet	Page 1
Table of Contents	Page 2
Invitation for Bids	Page 3
General Bidder Information	Page 4
Agreement General Provisions	Page 6
Agreement for Project Bid 21-148	Page 21
Bid Submittal Checklist	Page 25
Addendum Acknowledgement Bid 21-148	Page 26
Project Item Bid Schedule and Bid Total 21-148	Page 27
Non-Collusion Affidavit Bid 21-148	Page 28
Bid Certification 21-148	Page 29
Disclosure of Responsibility Statement	Page 31
List of Known Subcontractors	Page 33

## INVITATION FOR BIDS

### Town of Camp Verde - Project# 21-148

#### TOWN OF CAMP VERDE FY 21/22 CHIP SEAL

The Town of Camp Verde is requesting written Bids (“Bids”) from qualified contractors (“Contractors”) to construct Infrastructure Improvements for the Town of Camp Verde FY 21/22 Chip Seal as more fully described in the Project Bidding Packet / Agreement Documents: The Project Bidding Packet/Agreement Documents, as well as the plans and specifications for this Project are only available for download at: <http://www.PublicPurchase.com>. Instructions for registering with Public Purchase to download documents and receive further information are available on the Public Works Page of the Town of Camp Verde Website at: [www.campverde.az.gov](http://www.campverde.az.gov)

#### **Project Bidding Schedule and Information:**

Mandatory Pre-Bid Meeting: Not required. It is the Contractors responsibility to inspect the condition of the roads listed for this project prior to bidding.

**Bid Submittal Date:** Monday September 13, 2021 by 3:00 p.m. local Arizona time.

**Bid Submittal Location:** Town of Camp Verde Public Works Department  
395 South Main Street  
Camp Verde, Arizona 86322

All Bid Submittals shall be in a sealed envelope clearly marked as Town of Camp Verde FY 21/22 Chip Seal, Attention: Ron Long, P.E. and shall be submitted at the time and place shown above. All Bid Submittals shall be in writing (not digital or electronic) and in accordance with the Instructions for Bidding as specified in the Project Bidding Packet / Agreement Documents.

It is the intent of the Town of Camp Verde to award the bid to the lowest responsible bidder responsive to this solicitation, however, the Town of Camp Verde reserves the right to reject any or all bids, or to waive formalities, or to accept the bid deemed to be in the best interest of the Town of Camp Verde.

The Contractor shall issue a bid to provide the necessary labor, materials, equipment, fixtures, licenses, permits, insurance, bonds, and all related items and services required to complete the infrastructure improvements as described in the Scope of Work, General and Special Provisions, Plans and Specifications, etc. included in or with the Project Bidding Packet / Agreement Documents. These items all together comprise the complete Project Bidding Packet / Agreement Documents and are part of this Invitation for Bids.

## GENERAL BIDDER INFORMATION

### Project Description

The Project# 21-148 known as Town of Camp Verde FY 21/22 Chip Seal , is the construction of furnishing all labor, materials, equipment, fixtures, and services required for the placement of a single chip seal of CRS-2P, with Fog Seal Over Chip Seal: CSS-1H on the identified paved roads within the Town of Camp Verde in accordance with the plans, specifications and Agreement documents. PLEASE NOTE: Aggregate cover shall be applied per MAG Section 330 (3/8 Low Volume) NOT "& 716" as shown on number 29 of the attached Special Provisions. The Total estimated quantity of area to receive a CRS-2P chip seal with Fog Seal Over Chip Seal: CSS-1H is; approximately 227,030 SY. Bid will also include; Re-establishing existing paint striping per the Project documents which will be included in this Agreement.

Project locations are identified on the vicinity maps posted at [www.publicpurchase.com](http://www.publicpurchase.com) The Project is to be built entirely as one construction Project funded by the Town of Camp Verde.

### Project Registration and Documents

The Town of Camp Verde is requesting bids ("Bids") from qualified contractors ("Contractors") for the Project known as Town of Camp Verde FY 21/22 Chip Seal. Interested contractors must register in order to bid this Project (at no cost) at [www.publicpurchase.com](http://www.publicpurchase.com) Instructions to complete this process can be found on the Town of Camp Verde Web Site at: [www.campverde.az.gov](http://www.campverde.az.gov) Contractors/Bidders registered with Public Purchase for the purposes of bidding this Project must also register with the Town of Camp Verde through this site. The Project Bidding Packet / Agreement Documents, as well as the plans and specifications for this Project are only available for download at: [www.PublicPurchase.com](http://www.PublicPurchase.com). The Town of Camp Verde will not provide paper documents for the purposes of bidding this Project. All Bid Documents, including the Project Bidding Packet / Agreement Documents, as well as the plans, specifications, addenda or clarifications for this Project will only be available electronically through [www.publicpurchase.com](http://www.publicpurchase.com)

### Project/ Bidding Questions and Contacts

Until the formal bid submittal, the only method to contact the Town of Camp Verde Public Works is through the public purchase web site at: [www.publicpurchase.com](http://www.publicpurchase.com) If any person submitting a bid for the proposed Project has a question on any part of the information provided within the Project Bidding Packet / Agreement Documents, Plans and Specifications, etc., they may submit their question(s) for answers/clarifications, or corrections to the public purchase website at: [www.publicpurchase.com](http://www.publicpurchase.com) specifically for this Project. Any answers/clarifications, or corrections made to any portion of the Project Bidding Packet / Agreement Documents, Plans and Specifications, etc. by the Town of Camp Verde in response to the Contractor's/Bidder's questions shall be delivered to all qualified bidders responding to the Invitation for Bids for the Town of Camp Verde Project# 21-148 via the Public Purchase Website. Bidders are responsible for keeping themselves up to date via the Public Purchase Website as to any and all answers/clarifications, corrections, or Addendums made with regards to the Project Bidding Packet / Agreement Documents, Plans and Specifications, etc. for this Project. Any e-mails, phone calls or verbal communication outside of the Public Purchase Website will be considered unofficial and shall go unanswered. Any and all questions by qualified bidders must be submitted no later than September 9, 2021, by 5:00 p.m.

### Mandatory Pre-Bid Meeting

Since there will be no Pre-Bid Meeting for this project, it is the Contractor's responsibility to inspect the condition of the roads listed for this project prior to bid.

## **Bid Submission**

Bids must be completed on the forms provided and all applicable bid forms must be submitted; substitutions will not be accepted. All Bid Submittals shall be in a sealed envelope clearly marked as Town of Camp Verde FY 21/22 Chip Seal , Project# 21-148, Attention: Ron Long, P.E. and shall be submitted at 395 S. Main Street in Camp Verde, Arizona 86322 before Monday, September 13, 2021 at 3:00 p.m local Arizona time. Any bid submission delivered after this date/time will be returned to the bidder unopened. Your final or total offer must be on the Project Item Bid Schedule provided as a total bid amount including the appropriate sales tax in order for your final bid to be accepted. All bids not including or using the Project Item Bid Schedule as the final or total offer will be returned to bidder as a rejected bid. All Bid Submittals must include all the completed Agreement Documents listed as Mandatory Items on the Bid Submittal Checklist or they will be returned to the bidder as a rejected bid. All bid submissions must be accompanied with a bid bond in the amount of 10% of your total bid. Bid bonds must be executed by a duly licensed corporate surety in the State of Arizona and be made payable to the Town of Camp Verde. Said bid security shall be considered liquidated damages and shall be forfeited to the Town of Camp Verde in the event the bid is accepted by the Town of Camp Verde, and the successful bidder fails to execute and deliver to the Town of Camp Verde the completed Agreement Documents within 10 days after the Agreement is awarded to the successful bidder.

## **Award**

The Town Council *may* award the Agreement to the lowest responsible bidder responsive to this Bid Invitation. The award shall occur at the next available regular scheduled meeting of Mayor and Town Council at the Town of Camp Verde Council Chambers, 473 South Main Street, Camp Verde, Arizona 86322. The Town of Camp Verde reserves the right to reject any or all bids, re-schedule award/council meeting dates, to waive any and all formalities, and to accept the bid deemed to be in the best interest of the Town of Camp Verde. That Bidder being awarded the Project shall be notified of this meeting time, date, and place via a formal Notice of Award to be issued by the Town of Camp Verde Public Works Department.

## **Project Bonding and Notice to Proceed**

The Town of Camp Verde shall contact the successful Contractor/Bidder once the Project is formally awarded by the Town of Camp Verde Council and Mayor to schedule a pre-construction meeting with Public Works and Contractor. At this meeting, the Contractor shall provide the Town of Camp Verde with 100% performance and payment bonds for the total Project amount as well as a finalized Project Work Schedule. Prior to this meeting, the Contractor shall provide a tentative detailed Project Work Schedule for review and acceptance by the Town Engineer. Once the Project Work Schedule has been reviewed, changed if necessary, and agreed upon by both the Contractor and the Town Engineer, the pre-construction meeting shall then be scheduled. At this pre-construction meeting, the Town of Camp Verde Engineer shall provide the Contractor/Bidder with a formal Notice to Proceed with the Project starting dates, term of Project, and Project completion dates. The Notice to Proceed shall be signed by both the Contractor/Bidder and the Town Engineer at this pre-construction meeting agreeing on the Project start dates, the term of Project, and the Project completion dates.

## **AGREEMENT GENERAL PROVISIONS**

### **Project Description**

The Contractor shall provide the necessary labor, materials, equipment, fixtures, licenses, insurance, bonds, permits, and services required to complete Project# 21-148 known as Town of Camp Verde FY 21/22 Chip Seal. This project is the construction of furnishing all labor, materials, equipment, fixtures, and services required for the placement of a single chip seal of CRS-2P, with Fog Seal Over Chip Seal: CSS-1H on the identified paved roads within the Town of Camp Verde in accordance with the plans, specifications and Agreement documents. PLEASE NOTE: Aggregate cover shall be applied per MAG Section 330 (3/8 Low Volume) NOT "& 716" as shown on number 29 of the attached Special Provisions. The Total estimated quantity of area to receive a CRS-2P chip seal with Fog Seal Over Chip Seal: CSS-1H is; approximately 227,030 SY. Bid will also include; Re-establishing existing paint striping per the Project documents which will be included in this Agreement.

The successful Contractor/Bidder and its Subcontractors will be required to:

- Have a current State of Arizona contractor's license for the work being performed under this Agreement
- Have or obtain a Town of Camp Verde Business License- this applies to all Contractors and Subcontractors
- Abide by all Agreements/Agreement Documents
- Provide adequate personnel, time, and equipment to assure completion of the work in a timely manner that coincides with the Project needs and agreed upon schedules.
- Hold the Town of Camp Verde harmless for his or her failure to comply with any parts of this agreement and all safety, health, insurance, and other requirements on the part of themselves, their employees, or subcontractors.

### **General**

- a. The Contractor shall obtain and pay for all necessary permits, insurance, bonds and licenses, as required for the Project.
- b. All work to be performed under the Agreement shall be authorized by the Public Works Director, Ron Long, P.E.
- c. Contractor shall assign a competent and qualified superintendent who shall represent the Contractor on site at all times Work is being done, even at times the Work is being done solely by subcontractors. This Project superintendent shall be able to adequately communicate with the Town Engineer and Public Works Staff.
- d. Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Agreement, in whole or in part, without the prior written approval from the Town of Camp Verde. No such written approval shall relieve the Contractor of any obligations of this Agreement, and any transferee shall be considered an agent of the Contractor and bound to perform in accordance with these Agreement Documents.
- e. All work shall be conducted in a workmanlike, professional manner according to standard industry practices and as required by these Agreement documents. The Contractor shall be solely responsible for and have control over construction means, methods, techniques and procedures, and for coordinating all portions of the Work under this Agreement, unless the Agreement Documents, Plans, or specifications give specific instruction concerning these matters.
- f. The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and subcontractors on the Project. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

- g. The Contractor shall provide adequate personnel, time, and equipment to assure completion of the Work in a timely manner that coincides with the Project needs and agreed upon schedules.

**Personnel**

- a. The Contractor represents that he/she has, or will secure at his own expense, all qualified personnel required in performing the services or Work under these Agreement Documents.
- b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the Town of Camp Verde. Any work or services subcontracted hereunder shall be only allowed under a written agreement between the Contractor and the Town of Camp Verde or by a qualified Subcontractor included on the Subcontractor List within this Agreement. Any Subcontractor performing Work on this Project shall be subject to each and every provision of this Agreement.
- d. The Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, marital status, age, or disability under section 504 of the ADA.
- e. The Contractor agrees where possible through a “good faith effort” to provide for the fair utilization of minority/women owned business enterprises in the performance of work on this Project and, where a contract is awarded, to ensure that minority/women/disadvantaged-owned business enterprises have the opportunity to participate in the performance of work under this Agreement.
- f. The Contractor is solely responsible for any criminal or unlawful acts by his personnel or Subcontractors and their personnel while on the Project or Project grounds.

**Work Site Safety**

- a. Contractor shall take all necessary precautions for the safety of all personnel on the job site, and shall comply with the Agreement Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of persons lawfully on the site of the Work, including both workers and the public against any hazards created by the construction. Contractor shall furnish adequate facilities, as required, for the Town of Camp Verde’s representative, agents and invitees to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. As required, access to the site and surrounding area for fire and emergency equipment will be maintained at all times. The Contractor is responsible for assuring that all safety requirements per the Occupational Safety and Health Administration (OSHA) are met throughout the duration of the Project.
- b. Contractor is responsible to maintain continuous and adequate protection of the Work and adjoining TOWN property during the course of construction and to mitigate any adverse impacts or anticipated adverse impacts to the Project and adjacent property brought about by activities, equipment, labor, utilities and materials on the site including those caused by authorized changes, which may affect cost, schedule or quality. In the event the Contractor damages any property, the Contractor shall at once notify the Town of Camp Verde, provide all pertinent facts relating to such property damage and make arrangements for a remedy acceptable to the Town of Camp Verde or adequate restitution.

- c. In an emergency affecting the safety of life, the Work, property, or of any adjoining property, the Contractor, without special instruction or authorization from the Town of Camp Verde's Representative or Agent, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Town of Camp Verde's Agent or Representative.
- d. Contractor shall confine equipment, storage of materials and operation of Work to the limits directed by Town of Camp Verde's Representative or Agent and shall follow the Town of Camp Verde's instruction regarding use of the Project premises.
- e. Contractor shall be responsible for the security of equipment and materials on the jobsite and shall do their utmost to prevent damage to all during construction. The Contractor shall be responsible for the adequate replacement or repair of any damages items, equipment, and materials on the jobsite for the duration of the Project.
- f. All demolition/removal included in this agreement shall be in accordance with all laws, rules and regulations in regards to safety, insurance, and local ordinances. Items removed shall be disposed of or salvaged in the manner denoted on the construction plans.
- g. Parking of all Contractor personnel will be limited to the area designated by the Public Works Department Division Staff. The Contractor or his personnel shall not park vehicles and equipment in a manner that interrupts or interferes with operation of the Public Works Department treatment facility.
- h. Automotive vehicles and other mechanized equipment are to be locked and/or disabled when parked and unattended to prevent unauthorized use. The Town of Camp Verde shall not accept any liability or responsibility in any damage which may be sustained by any vehicle, machinery, or equipment; or injury to any employee, agent, representative or guest of the Contractor, regardless of cause.

**Subcontractors**

- a. All subcontractors shall be subject to the approval of the Town of Camp Verde. The Contractor shall be wholly responsible for the performance of all subcontractors and for their acts and omissions, and of those persons either directly or indirectly employed by those subcontractors, to the same extent as the Contractor's own personnel. The fact that the subcontractor is approved by the Town of Camp Verde shall not affect the Contractor's responsibility in this regard.
- b. The Contractor shall bind every subcontractor to all terms and conditions contained in these Agreement Documents applicable to the Work. The subcontractor assumes all the obligations and responsibilities that the Contractor assumes toward the performance of the subcontractor's portion of the Work.
- c. Nothing contained in these Agreement Documents shall be construed to create any contract between the Town of Camp Verde and the subcontractor.
- d. Subcontractors shall obtain current Town of Camp Verde Business License.

**Site Protection/Restoration**

- a. The Contractor shall be responsible for verifying and maintaining existing site conditions. Site cleanliness and the Stormwater Pollution Prevention Plan (SWPPP) and its Best Management Practices and Reporting is to be maintained at a level satisfactory to the Town of Camp Verde and in compliance with the Plans and Specifications on a daily basis. Any costs for site clean-up or SWPPP maintenance and repair incurred by the Town of Camp Verde due to the Contractor not performing these tasks on a daily basis, shall be charged to the Contractor.
- b. The Contractor shall protect from damage all existing improvements, utilities, vegetation, etc., and shall repair damage resulting from failure to comply with requirements of this Agreement

or the failure to exercise reasonable care in the performance of the Work, at no cost to the Owner.

- c. Littering of the site shall not be permitted. All waste materials shall be promptly disposed of in a proper manner and removed from the site by the Contractor. At the end of each day, the Contractor shall clean areas where Work is taking place so that no accumulation of any debris occurs. Any hazardous waste caused by or resulting from the Work shall be disposed of in compliance with all applicable laws and regulations.
- d. Upon completion of the Project the Contractor is to remove any Contractor's tools, construction equipment, machinery, etc. and leave the site free of debris, dirt and aggregate piles, waste materials and litter.
- e. Contractor shall obtain the Town of Camp Verde's written consent prior to bringing onto the Work site any environmental pollutants or hazardous substances, or hazardous materials. The Contractor, at all times, shall:
  - I. Properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state and local laws and regulations; and
  - II. Be responsible for any/all spills, releases, discharges, or leaks of or from environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
  - III. Promptly clean up, without cost to the Town of Camp Verde, such spills, releases, discharges, or leaks to the Town of Camp Verde's satisfaction and in compliance with all federal, state and local laws and regulations;
- f. As part of the Final Completion notice, the Contractor shall notify the TOWN that all environmental pollution caused by the Contractor, or those under his supervision, has been disposed of in accordance with all applicable rules, regulations, laws and statutes of all agencies having jurisdiction over such environmental pollution.
- g. The Contractor shall immediately notify the Town of Camp Verde of any hazardous substance(s) which the Contractor causes, discovers or encounters during performance of the Work required by this Agreement. The Contractor shall immediately cease working in the area of the Project where a hazardous substance(s) has been caused or discovered. The Contractor shall then notify the Town of Camp Verde of the hazardous substance(s). Upon being notified by the Contractor of the presence of hazardous substance(s) on the Project site, the Town of Camp Verde shall arrange for proper removal, remediation and/or disposal of such hazardous substance(s). Items caused by the Contractor shall be the financial responsibility of the Contractor once remediated by the Town of Camp Verde.

#### **Administration of the Agreement**

- a. The Town of Camp Verde Engineer and the Town of Camp Verde Public Works Staff shall have access to the Work at all times.
- b. The Town of Camp Verde Engineer will act on behalf of the Town of Camp Verde to provide administration of this Agreement during construction and through the two-year Warranty period of the Work. The Town of Camp Verde Engineer may rely on his Designee(s) to perform these tasks.



- c. The Contractor shall keep one copy of the complete Agreement Documents on site throughout the Project, including the Plans, Specifications, Change Orders and Addenda, in good order and marked "current" recording all field changes and selections made during construction, and provide access to these documents to the Town of Camp Verde Engineer or his designee(s).
- d. The Town of Camp Verde Engineer and/or his designee(s) will visit the site at intervals appropriate to the stage of completion of the Work to be informed of the progress and quality of the Work completed and to determine if the Work performed is in accordance with these Agreement Documents. The Town of Camp Verde Engineer will neither have control over or charge of, nor be responsible for the construction means, method, techniques, sequence or procedures in connection with performance of the Work except where applicable.
- e. Communications from the Contractor seeking information about the plans, specifications, submittals required by this Agreement, materials testing, measurement of Work for payment, schedule and schedule changes, progress of the Work, correction of defective Work, punch lists or similar technical matters shall be directed to the Town of Camp Verde Engineer or his designee as directed. These type of communications by or with subcontractors and material suppliers shall be through the Contractor.
- f. The Town of Camp Verde Engineer will review and certify the amounts due the Contractor and certify the Contractor's Request for Payment on a monthly basis.
- g. The intent of these Agreement Documents is to provide for the construction and completion of this Project in every detail of the Work described. Defective Work shall be corrected at the Contractor's expense. Work done and materials furnished shall be subject to inspection and/or observation and testing by the Town Engineer or his designee(s) to determine if they conform to these Agreement Documents. Contractor shall remove, replace or repair all Work that has been deemed non-conforming by the Town Engineer and/or any Work damaged during the performance of any remediation. Inspection of the Work by the Town Engineer or his designee(s) does not relieve the Contractor of responsibility for the Work being in conformance with these Agreement Documents or further inspection.
- h. The Town Engineer or his designee(s) shall have the right under this Agreement to stop Work or order the suspension of any activity where in their judgment, the Contractor or persons for whom the Contractor is responsible are in violation of the terms of this Agreement or conduct themselves in a manner that is deemed by the Town Engineer or his designee(s) to be hazardous to any persons, the Project, or any property.
- i. The Contractor shall perform no portion of the Work for which these Agreement Documents require submittal and review of shop drawings, product data, samples, or similar submittals until the respective required submittal has been approved by the Town Engineer.

**Payment**

- a. A monthly estimate of work completed and total monthly cost of materials delivered to the work site shall be made by the Contractor to the Town of Camp Verde for pay request at the end of each Project month.
- b. Payment will be made to the Contractor only once the Town Engineer reviews the monthly pay request made by that Contractor and deems the work progress and delivered materials are as presented in the pay request and that required/necessary items are certified.
- c. The Town Engineer will issue a written finding setting forth any items not approved for payment within a specific pay request with reason(s) for the non-approval.

- d. The Town of Camp Verde shall retain 10% of the amount of each payment request as a guarantee for complete performance of this Agreement. When the Agreement is 50% complete in pay request amounts, the Contractor may request the Town Engineer to approve a one-time payment of one-half (50%) of the amount previously retained. Thereafter, only 5% shall be retained from any future payment requests providing the Contractor is making satisfactory progress. These remaining retention funds shall be paid to the Contractor within sixty days after the filing of the notice of completion of the Agreement.
- e. If the Contractor is required to submit certifications of payroll, use of American Iron & Steel, etc. for periodic payment requests, these certifications shall accompany that specific pay request or the payment for that request will not be approved by the Town Engineer and the payment will be withheld until such time that these required certifications are received. Once these required certifications are received, the payments will await the next Town of Camp Verde accounts payable cycle and will be paid at that time.

### **Compliance with Federal and State Laws**

The Contractor shall comply with the following applicable requirements of federal and state civil rights statutes or rules and regulations when performing the Work within this Agreement:

- a. The Civil Rights Act of 1964, Title VI and 1968, Title VIII
- b. The Americans with Disabilities Act of 1990
- c. The Immigration and Reform and Control Act of 1986
- d. The Drug-Free Workplace Act of 1989
- e. A.R.S. § 34-301, as amended, "Employment of Aliens on Public Works Prohibited"
- f. A.R.S. § 34-302, as amended, "Residence Requirement for Employees".
- g. A.R.S. §41-4401
- h. A.R.S. §23214(A)
- i. All Federal Immigration laws and regulations that relate to their employees

A breach of these Agreement provisions concerning violation of federal labor standards and/or any non-compliance by the Contractor shall constitute a material breach of this Agreement and can be grounds for termination of this Agreement and can result in sanctions, penalties and liquidated damages, and/or debarment of the Contractor. The Town of Camp Verde retains the legal right to inspect the documentation of any of the Contractor's or any Subcontractor's employees who works on this Project to ensure that the Contractor or any Subcontractor is complying with the terms of this Agreement. The Contractor agrees to assist the Town of Camp Verde in regard to any such documentation requests and inspections.

### **Reports and Information**

The Contractor, at such times as the Town of Camp Verde may require, shall furnish the TOWN such periodic reports or other items as it may request or require pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred being the Contractor's responsibility in connection therewith, and any other matter covered by this Agreement. These reports or items may consist of Certified Payroll Reports, manufacturer certifications, shop drawings, as-built plans, monthly payment requests, etc., as required by these provisions and this Agreement.

### **Records Maintenance and Retention**

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Work under this

Agreement and such other records as may be deemed necessary by the Town of Camp Verde to assure proper accounting for all of the Project funds. These records will be retained for two years (the term of the required warranty) after the expiration of this Agreement unless permission to destroy them is granted by the Town of Camp Verde.

### **Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Town of Camp Verde.

### **Copyright**

No reports, plans, shop drawings, as-built drawings, wiring schematics, operations and maintenance information and manuals, or other documents produced in whole or in part under this Agreement having to do with any portion of the Work shall be the subject of an application for copyright by or on behalf of the Contractor. The Town of Camp Verde shall be the sole owner of all of these documents and shall be provided with them prior to the Final Project Approval.

### **Interest of Members of the Town of Camp Verde Governing Body and Employees**

No member of the governing body of the Town of Camp Verde and no other officer, employee, or agent of the Town of Camp Verde who exercises any functions or responsibilities in connection with the operation of the Town of Camp Verde in whole or part, shall have any personal financial interest, direct, or indirect, in this Agreement. The Contractor shall take appropriate steps to assure that this conflict of interests does not occur.

### **Agreement Period / Liquidated Damages**

- a. The Contractor shall provide a detailed Project Work Schedule for review and acceptance by the Town Engineer before the pre-construction meeting. Once the Project Work Schedule has been reviewed, changed if necessary, and agreed upon by both the Contractor and the Town Engineer, the pre-construction meeting shall then be scheduled. The Project Work Schedule must illustrate Work by significant Project components, subcontractors, and any long lead items or time consuming portions of the Work. The primary purposes of the Project Work Schedule are to: demonstrate that the Contractor has a reasonably achievable plan to complete the Work; permit the Town of Camp Verde to schedule other items around and after the Work completion; and to permit the Town of Camp Verde to schedule testing, inspections, observations and reviews.
- b. The Contractor shall update the Project Work Schedule to reflect any delays or changes, and review these changes in regular meetings with the Town Engineer and Public Works Department Division Staff.
- c. The Town of Camp Verde or Town Engineer may grant requests for extensions of time within this Agreement if delays of the Work are unavoidable such as: inclement weather for extended periods of time affecting the completion of work, unforeseen problems with ordering of equipment or Project supplies, unforeseen tragedies which may occur due to accidents, etc., delays caused by the Town of Camp Verde, etc. The Town of Camp Verde also reserves the right to deny requests for extensions of time within this Agreement for items that may have been prevented by adequate exercise of care, planning, prudence, foresight and diligence in performance of the Work by the Contractor or Subcontractors.
- d. Contractor shall at all times carry on the Work diligently, without delay and remain punctual to the agreed upon Project Work Schedule to fulfill all the requirements in this Agreement. The Contractor shall commence Work on the site as instructed on the Notice to Proceed, unless directed otherwise by the Town Engineer. The construction period shall be per the agreed upon

Project Work Schedule. The Town of Camp Verde will suffer financial loss if the Work is not completed within the time agreed upon. Accordingly, the Town of Camp Verde and the Contractor agree that as liquidated damages for delay, the Contractor and the Contractor's Surety, shall be liable for and shall pay the Town of Camp Verde \$328.76 (Three Hundred Twenty Eight Dollars and Seventy Six Cents) for each calendar day that expires after the time specified for final/substantial completion within the agreed upon Project Work Schedule until the work is substantially complete and ready for payment.

### **Changes in the Work**

- a. Changes in Plans, quantities, or details of the Work are inherent in the nature of construction. Within the general scope of this Agreement, the Town of Camp Verde may require changes during construction including but not limited to:
  - I. Modification of Specifications and design
  - II. Increase or decrease in quantities
  - III. Increase or decrease in the amount of Work
  - IV. Addition or elimination of any Work item in total or part
  - V. Acceleration or delay in performance of Work
- b. Any necessary adjustment of the Agreement time, plans, quantities, or details of construction as a result of a Change Order must be agreed upon by the parties prior to the start of the Change Order Work.
- c. If any Change Order causes an increase or decrease in the Contractor's cost or time to complete the Work, the Contractor must submit a written request setting forth the changes, and shall include all time and cost impacts. The Contractor shall provide this information within 15 days after their receipt of the Change Order as ordered by the Town or their request for a Change Order to the Town. The request shall include claims of subcontractors, suppliers or manufacturers with full support for the additional time and/or costs.
- d. Change Orders shall be compensated or deductions made on the basis of the actual, reasonable and allowable costs for overhead, profit, and all direct costs of labor, equipment, and material furnished on the Work and as agreed upon in the Change Order Request(s).

### **Warranty of Work**

Neither the final certificate of payment nor any provision of the Agreement Documents shall relieve the Contractor from responsibility for Defective Work, and the Contractor shall warrant against and correct all Defects that appear in the Work within a period of **two years** from the date of the written notice of completion by the Town of Camp Verde.

Within this Warranty period, the Town of Camp Verde shall provide the Contractor notice of any defects with reasonable once noticed. The Contractor shall perform warranty work correcting the defects within a reasonable agreed upon time after the Town of Camp Verde's notice, in no case shall this period of time exceed the amount of time agreed upon.

This provision does not negate guarantees or warranties for periods longer than two years including without limitation such guarantees or warranties required for specific installations, materials, processes, equipment or fixtures.

### **Licenses, Bonds, and Insurance**

The Contractor shall include their Arizona Registrar of Contractors License Number as requested on the attached forms within this bidder packet. Prior to the issuance of the Notice to Proceed, the Contractor shall supply the Town of Camp Verde with all Arizona registrar of Contractors License Numbers for all Subcontractors working on this Project. The Contractor and all Subcontractors must

have or obtain a current Town of Camp Verde Business License prior to commencement of this Project.

### **Bonds**

A Bid Bond in the amount of 10% of the written, submitted Bid shall be included with the Bid Packet Submittal. A Performance and Payment Bond with a Corporate Surety, each in the amount of 100% of the Agreement price shall be required for the Project. Performance and Payment Bonds must be executed and approved and submitted to the Town of Camp Verde at the Pre-Construction and Scheduling Meeting in exchange for the formal Notice to Proceed. The Notice to Proceed will not be issued without the submission of these bonds.

### **Insurance**

The Contractor is responsible for obtaining Certificates of Insurance and corresponding endorsement(s) establishing that the Contractor and all subcontractors have complied with insurance requirements as stated below. Copies of General Contractor's Certificate(s) of Insurance and corresponding endorsement(s) shall be forwarded to the Risk Manager via the Public Works Department. Insurance Carrier(s) shall be lawfully authorized to do business in the State of Arizona and possess an "A-" or better A.M. Best rating.

The Contractor shall keep said policies in force for the duration of the Agreement and for any possible extension thereof. The policy shall not be suspended, voided, canceled or reduced in coverage for the duration of the Agreement and for any possible extension thereof without at least thirty (30) days' notice of cancellation of material change in coverage. Such notice shall be sent directly to Town of Camp Verde, Attn: Risk Manager, 473 S. Main Street, Ste. 102, Camp Verde, AZ 86322.

**General Liability:** Insurance provided hereunder shall protect the CONTRACTOR, subcontractor, subordinate contractor and the TOWN from claims for bodily injury, personal injury, and property damage which may arise out of the nature of the work or from operations under this Agreement. The CONTRACTOR shall have general liability coverage on a *per Project basis, per-occurrence, and in comprehensive form.*

At a minimum, the CONTRACTOR shall provide general liability and excess General Liability coverage in the following amounts:

\$1,000,000 per occurrence/\$2,000,000 Aggregate with a corresponding endorsement naming the Town of Camp Verde as the additional insured.

**Automobile:** Shall be in the amount of \$1,000,000 with a corresponding endorsement naming the Town of Camp Verde as the additional insured

**Workers' Compensation Insurance (Statutory):** CONTRACTOR, subcontractor and any/all subordinate subcontractors, shall furnish to the Town with satisfactory proof that he or she has, for the period covered under the Agreement, full Workers' Compensation coverage for all persons whom the contractor may employ directly, or through subcontractors, in carrying out the work contemplated under the Agreement, and shall hold the Town free and harmless for all personal injuries of all persons whom the Contractor may employ directly or through subcontractors. Coverage Statutory, plus Coverage A: Each Accident, B: Each Employee and C: Disease, Each \$1,000,000.

### **Builder's Risk Provided by Contractor**

Unless otherwise provided, within the General Liability coverage the Contractor shall procure and maintain Builder's Risk Insurance including a Right to Occupy Endorsement in the amount of 100% of the completed Contract Value (replacement cost basis) of the work being performed, as well as, subsequent modifications for the entire Project at the site and coverage for a repeat for all phases of construction should the building be destroyed during construction; with an endorsement naming

the Town of Camp Verde as the additional insured. If material suppliers are not insureds under the builders' risk policy, contingent business interruption coverage should be obtained which will cover any loss to a key supplier's facility.

On a **replacement cost basis, any voluntary deductibles shall not exceed \$5,000**, such Builder's Risk Insurance shall be maintained, unless otherwise provided in the Agreement Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Town has insurable interest in the property to be covered, whichever is earlier. The Builder's Risk Insurance shall include interests of the Town, the General Contractor, subcontractors and sub-tier contractors in the Project.

Builder's Risk Coverage shall be on a **Special Covered Cause of Loss Form** and shall include theft, vandalism, malicious mischief, collapse, foundations, construction forms, false-work, debris removal including demolition, increased cost of construction, interruption coverage for soft costs (contractors and owners), not specifically involved in repairing the damaged property (e.g. traditional business expenses and expediting expense, advertising and promotional expenses, commissions or fees for the renegotiation of leases, architect's fees for recreating building design, expenses for additional insurance premiums for the necessary property and liability coverage to be in force for the additional time it will take to finish the Project, interest on construction loans, taxes, and rental of construction equipment, storage, increases in labor wages, and building materials), flood and earthquake, all below (water and sewer mains/underground pipes, excavations) and above ground structures (site preparation, temporary structures, scaffolding).

Additionally, insured property shall include portions of the work located away from the site, but intended for use at the site (e.g. contractors' tools and equipment, or materials which will not ultimately become part of the structure) and shall also cover portions of the work in transit.

If the Town is damaged by failure of Contractor to maintain insurance as required in this section, then the Contractor shall bear all reasonable costs properly attributable to that failure. The policy shall, specifically, permit partial or beneficial occupancy, at or prior to, substantial completion or final acceptance of the entire work. Partial occupancy or use of the work shall not commence until the insurance company or companies providing insurance have consented to such partial occupancy or use and the Town's Building Official has issued a Certificate of Occupancy (COO). Town and Contractor shall take reasonable steps to obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual written consent, with respect to occupancy or use of the work that could lead to cancellation, lapse or reduction of insurance.

At any time during the Agreement, the Contractor fails to maintain Builder's Risk Insurance required by the Agreement and with all of the coverages in the amount described above, the Contractor shall so inform the Town as stated in writing prior to commencement of the work.

If the Town is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying Town, then the Contractor shall bear all reasonable costs properly attributable thereto.

Waiver of Subrogation is to apply against all parties named as insureds, but only to the extent the loss is covered.

All deductibles will be assumed by the Contractor. Losses in excess of the deductible insured under the Builder's Risk shall be adjusted in conjunction with the Town.

Any insurance payments/proceeds shall be made payable to the Town subject to requirements of any applicable mortgage clause.

The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-tier contractors in similar manner.

With the execution of this Agreement, **prior to the Notice to Proceed** being issued, Contractor shall furnish to the TOWN any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Agreement establishing that the Contractor and all subcontractors have complied with insurance requirements previously stated. Contractor shall furnish to the Town of Camp Verde any renewal Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage (if coverage has an expiration or renewal dates occurring during the term of this Agreement).

The receipt of any Certificate of Insurance and endorsement does not constitute an Agreement by the Town of Camp Verde that insurance requirements have been met.

Failure of Contractor to obtain Certificates or other insurance evidence from other Sub-CONTRACTORS shall not be deemed a waiver by the Town of Camp Verde.

The Contractor's liability under this Agreement is not in any way limited by the insurance required by this Agreement. Failure to comply with insurance requirements may be regarded as a breach of the Agreement terms.

**Assign ability**

The CONTRACTOR shall not assign any interest on this contact, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Town of Camp Verde thereto: Provided, however, that claims for money by the CONTRACTOR from the Town of Camp Verde under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Town of Camp Verde.

**DEFINITION OF TERMS:**

In the Agreement Documents the following terms shall be as defined below:

**ADDENDUM (ADDENDA)** means a change, clarification or addition to the Solicitation documents issued by the TOWN to prospective bidders or proposers prior to the time set for the submission of Offers. An Addendum may also reset the time for the submission of offers.

**ALTERNATES** are distinct packages of Work that form a discrete subpart of the solicitation that are in addition to or in lieu of Work described in the base bid or proposal and which the Owner may, at the Owner's sole discretion, elect to have performed at the price bid or proposed. Alternates may or may not be used to determine the successful bid or proposal. Alternates to be performed may be selected prior to Contract award, at the time of award or after award.

**ARCHITECT/ENGINEER**, also known as Consultant, means the licensed Design Professional appointed by the TOWN to act in that capacity (Owner may delegate responsibilities of the Owner's Authorized Representative to the Architect/Engineer).

**BUSINESS DAY(S)** means every day except Saturday, Sunday, and legal holidays recognized by the TOWN. Unless otherwise specified, a Business day commences at 7:00 am local time and concludes at 5:00 pm local time.

**CALENDAR DAY** means a period of twenty-four hours commencing immediately after 12:00 am local time and extending until 12:00 pm of the same day. No days are excluded. No adjustment is allowed for the length of the day.

**CHANGE ORDER** means a written order prepared by the Contractor and submitted to the TOWN for approval requiring a change in the Work within the general scope of the Agreement Documents. The Change Order will quantify any additional costs and /or Agreement time adjustments related to the Change Order. The Change Order shall be signed by the Public Works Director or Authorized Representative, and Contractor.

**CONSTRUCTION** means the act of performing the Work on the Site of Work.

**CONTRACTOR** means any legally recognized entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract to perform services or do a job. Contractor also means the Person awarded the Contract for the Work contemplated.

**AGREEMENT**, also referred to as Contract, shall mean collectively all of the Agreement Documents included in the Table of Contents within the Bidder Packet or included as formal attachments throughout the bidding process.

**AGREEMENT DOCUMENTS** means the Solicitation Document and addenda thereto, the Town of Camp Verde Agreement, General Conditions, General Provisions, Special Provisions, the accepted Offer or Proposal, Plans, Specifications, amendments, Notice of Award, Notice to Proceed, all other attachments, and any approved Change Orders.

**AGREEMENT PRICE** means the total of the awarded Offer amount, as increased or decreased by the price of approved alternates and Change Orders.

**AGREEMENT/CONTRACT TIME** means the number of Calendar Days, Work Days or Business Days allowed by the Agreement for the performance of the Work and as defined in this specific Agreement. When not otherwise described Contract Time is the number of Calendar Days to elapse between the commencement date given on the formal Notice to Proceed and the date set for Final Completion of the Contract.

**DEFECT OR DEFECTIVE** means not meeting the prescribed professional standard for appearance, quality, function, or performance.

**DELAY** means an occurrence or an obstacle to performance of the Work that impedes the accomplishment of Work according to the approved schedule at the time that it arises.

**DESIGN DOCUMENTS** means the documents included in the Agreement that describe or illustrate the technical requirements for the Work to be done.

**DESIGN PROFESSIONAL** Includes, but is not limited to Architects, Engineers, Landscape Architects, Professional Land Surveyors and Geotechnical professionals and licensed consultants or their designees providing service to any of them. The Owner's Design Professional is the person or entity who signs or seals the Design Documents that have been readied for construction or the Construction Plans. The Town's Engineer or his designee may also serve as a Project Design Professional.

**DIRECT COSTS** means, unless otherwise provided in the Agreement Documents, the cost of:

- Materials, including sales tax
- Cost of Delivery



- Cost of Labor, including social security, unemployment insurance, and workers compensation insurance
- General Overhead
- Project Specific Liability Insurance
- Bond Premiums
- Rental Cost of Equipment and machinery required for execution of the work
- Additional costs of field personnel directly attributable to the Work.

**FINAL COMPLETION** means the final completion of all Work requirements under this Agreement to the satisfaction of the Town Engineer in a manner that would allow closure of this Contract/Agreement including the release of the final payment and all retainage.

**LIQUIDATED DAMAGES** means an amount, stipulated in the Contract, which the parties believe to be a reasonable estimation of the damages which will occur in the event of a breach of this Contract/Agreement, such as an overrun on the allocated time for completion of the Work, inadequate performance or completion of the Work, the use of inadequate or wrong materials, or other Work performance deficiencies that prove unsatisfactory to the Town Engineer.

**NON-CONFORMANCE REPORT(S)** means a report or reports issued by the Town of Camp Verde that determines, through the Town of Camp Verde’s observation, measurement, or testing, that the Work, all or in part, do not conform to the requirements of this Agreement and may result in the suspension of the Work together and/or additional costs to the Contractor related to remediation or removal of all or part of the Work.

**NON-CONFORMING WORK** means Work, or portions of the Work that do not conform to the requirements of this Agreement. Non-Conforming Work may result in the suspension of work, remediation or removal of the Non-Conforming Work, or adjustment of this Agreement and compensation to the Contractor, with or without impact on Agreement/Contract Time.

**NOTICE** means a formal written document required by law or by contract to advise the recipient of an occurrence or condition, to claim a right provided by law or by contract, to waive a right provided by law or by contract, to start the running of a period of time or to stop the running of a period of time. Notice must be in the form required by law or by contract and must be delivered to the person or the address specified within the time allowed. The responsibility for the delivery of Notice rests with the party giving notice. The Notice described in this paragraph shall be delivered, in writing, either in person, email, or US mail, at the address provided for the party receiving Notice in the Agreement, during Business Hours on a Business Day. Unless otherwise specified, a Notice that is correctly addressed and placed in the US Mail with correct postage shall be deemed to have been “given” when placed in the custody of the US Postal Service as shown by a postmark applied by the Postal Service.

**NOTICE TO PROCEED** means the official written notice from the Town of Camp Verde stating that the Contractor is to proceed with the Work defined in this Agreement. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including this Agreement, performance bond and payment bonds, and certificates of insurance, have been fully executed and submitted to Town of Camp Verde in a suitable form.

**OWNER** means the Town of Camp Verde for this Agreement.

**OWNER'S AGENT** means the individual designated by the Town of Camp Verde (Owner) to provide Project management services (usually the Town Engineer and/or his designee).

**OWNER'S AUTHORIZED REPRESENTATIVE(S)** means individual(s) that are identified in writing by the Town of Camp Verde (Owner) to act on behalf of the Owner to provide some form of Project management services for this Project. Owner may elect, by written notice to the Contractor, to delegate certain Project management duties to more than one party, including without limitation, professional services providers such as Architects or Engineers.

**PLAN SET** means the drawings, shop drawings, plan additions, etc. and all notes which show the locations, types, dimensions, and details of the Work to be done under this Agreement, including any and all Addenda.

**PUNCH LIST** means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of this Agreement/Contract.

**RECORD DOCUMENT(S)** means a document intended to be held for a duration longer than the Agreement Period, which pertains to Work done or to things purchased or installed, including these Agreement Documents, the As-Built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier/manufacturer warranties evidencing transfer to Owner, operational and maintenance manuals, shop drawings, Change Orders, correspondence, and certificate(s) of occupancy.

**SITE OF WORK** means the physical location(s) where the Work takes place as defined by this Agreement. It includes designated real property owned or controlled by the Town of Camp Verde where construction takes place including storage sites, waste areas, fabrication areas and component assembly sites as designated by the Town of Camp Verde.

**SOLICITATION DOCUMENT** means an Invitation to Bid or Invitation for Bids.

**SPECIFICATION(S)** means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the Work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

**SUBCONTRACTOR(S)** means a Person/Contractor having a direct contract with the Contractor, or another Subcontractor, to perform one or more items of the Work.

**SUBSTITUTIONS** means items proposed and accepted by the Town of Camp Verde as alternatives to those called for by the Agreement Documents that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Approval of any substitute item shall be solely determined by the Town of Camp Verde or their Authorized Representative.

**WORK** means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual Work item or all Work items in

this Agreement and the carrying out of duties and obligations imposed by the Agreement Documents.

## TOWN OF CAMP VERDE FY 21/22 CHIP SEAL

21-148

### Contract

THIS AGREEMENT, made and entered into this 15 day of September, 2021, by and between the **Town of Camp Verde**, Yavapai County, State of Arizona (herein called the "**Town**") acting herein by the **Mayor, Dee Jenkins**, and Common Council, party of the first part, and **VSS International** (herein called the "**Contractor**") party of the second part.

WITNESSETH THAT:

The Town of Camp Verde desires to engage the **Contractor** to render construction services (**Work**) for the Town of Camp Verde FY 21/22 Chip Seal , Project# 21-148 located at 395 S. Main Street, Camp Verde, Arizona 86322

#### 1. **Work**

The **Contractor** shall complete all **Work** as specified in these bid documents and set forth in the Plan Set, Specifications and Agreement General Provisions attached, or incorporated in this Agreement. The **Contractor** shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement with regards to the performance of the **Work** and the Agreement. This A Works shall be accomplished in the agreed upon time per the Notice to Proceed per these Agreement Documents.

#### 2. **Access to Information**

It is agreed that all information, data reports, records as exist, available and necessary for carrying out of the **Work** outlined in the Plan Set, Specifications and General Provisions have been furnished to the **Contractor** by the **Town** and its agencies. The **Contractor** hereby acknowledges receipt of the same. The **Town** and its agencies will cooperate with the **Contractor** in every way possible to facilitate the performance of the **Work** described herein with regards to any and all information required.

#### 3. **Project Manager - Administration**

The **Town** has designated the Public Works Deputy Director, Ron Long P.E., as Project Administrator and Manager for this Project and Agreement. Project Management will be facilitated by Ron Long, P.E. as the Town and Project Engineer. The Project Manager shall be empowered to perform all administrative functions as required for management of the project.

#### 4. **Agreement Time**

The Town of Camp Verde shall contact the successful Contractor/Bidder once the project is formally awarded by the Town of Camp Verde Council and Mayor to schedule a pre-construction meeting with Public Works and Public Works Department Division staff. At this meeting, the Contactor shall provide the Town of Camp Verde with performance and payment bonds for the total project as well as a tentative Project Work Schedule. The Contractor shall provide a detailed Project Work Schedule for review and acceptance by the Town Engineer before the pre-construction meeting. Once the Project Work Schedule has been reviewed, changed if necessary, and agreed upon by both the Contractor and the Town Engineer, the pre-construction meeting shall then be scheduled. At this pre-construction meeting the Town of Camp Verde Engineer shall provide the Contractor/Bidder with a formal Notice to Proceed with the project starting dates, term of project, and project completion dates. The Notice to Proceed shall be signed by both the Contractor/Bidder and the Town Engineer at this Pre-Construction Meeting as a formal agreement to the Project Schedule and duration. This will serve to establish the project completion date and the start date for liquidated damages should the Agreement completion date be exceeded by the Contractor due to inadequate performance.

#### 5. **Compensation**

The maximum amount of compensation and reimbursement to be paid to the **Contractor** for the completion of the **Work** as specified in this Agreement shall not exceed that amount given by the **Contractor** in their formal bid; **(\$687,000.00)** which has been voted on by the Town of Camp Verde Council followed by their acknowledgement and acceptance by issuing the **Contractor** a formal **Notice of**

**Award** for this Project. Any adjustments to Compensation for change orders or changes made to the **Work** by the **Town** shall be handled under an additional written Agreement between the **Town** and the **Contractor** and follow the Town of Camp Verde Financial Operations Guide and may be subject to approval/disapproval by the Town of Camp Verde Council.

## 6. Termination of Agreement

- a. If, for any reason, the **Contractor** shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the **Contractor** shall violate any of the covenants, agreements, or stipulations of this Agreement, the TOWN shall thereupon have the right to terminate the Agreement by giving written notice to the **Contractor** of such termination and specifying the effective date thereof. In such event, all finished or unfinished site or structural improvements as well as all materials or equipment acquired or stored by the **Contractor** under this Agreement shall, at the option of the TOWN, become the TOWN's property and the **Contractor** shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the **Contractor** shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any breach of the Agreement by the **Contractor**, and the TOWN may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the TOWN from the **Contractor** is determined.

- b. The TOWN may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the **Contractor**. If the Agreement is terminated by the TOWN as provided herein, the **Contractor** will be paid for the time expended and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the **Contractor**, all conditions relative to termination given within this Part 6 shall apply.
- c. This Agreement may be terminated as per A.R.S. §38-511, Conflict of Interest.

## 7. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona, and all obligations of the parties created hereunder are performable in Camp Verde, Yavapai County, Arizona.
- b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.  
  
In any case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision and never been contained herein.
- c. Action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court including the appellate court, may adjudge reasonable as attorney fees.
- d. This Agreement represents the entire understanding of the TOWN and **Contractor** as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to this Agreement. This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

## 8. Project Familiarity and Identification of Conflicts

In order to induce the TOWN to enter into this Agreement, **Contractor** makes the following representation:

- a. The **Contractor** has familiarized himself/herself with the nature and extent of the Agreement documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
- b. The **Contractor** has given the Project Manager a written notice of all conflicts, errors, or discrepancies discovered in the Agreement documents and the written resolution thereof by the Project Manager is acceptable to the **Contractor**.
- c. The **Contractor** has examined and carefully studied the Agreement documents and other related data identified in the bidding documents.
- d. The Contractor is familiar with and satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

## 9. Insurance/Bonding

The **Contractor** shall procure and maintain, at **Contractor**'s sole expense, until completion of the Agreement, coverages as specified in the Agreement General Provisions within this Bidder Packet.

Certificate(s) of Insurance naming the Town of Camp Verde as Additional Insured verifying the minimum coverage's specified in the Agreement General Provisions within this Bidder Packet shall be delivered to the Town just prior to issuance of the Notice to Proceed. A Performance and Payment Bond with a Corporate Surety, each in the amount of 100% of the Agreement price shall be required for this Project. Performance and Payment Bonds must be executed and approved and submitted to the Town of Camp Verde at the Pre-Construction and Scheduling Meeting in exchange for the formal Notice to Proceed. The Notice to Proceed will not be issued without the submission of these bonds.

## 10. Indemnity

The **Contractor** agrees, to the fullest extent permitted by law, to indemnify, defend, save and hold harmless the Town of Camp Verde, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnities") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including 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, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of **Contractor** or any of its owners, officers, directors, agents, employees or sub-contractors. This indemnity includes 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 the specific intention of the parties that the Indemnitee shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of the Indemnitee, be indemnified by **Contractor** from and against any and all claims. It is agreed that **Contractor** will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the **Contractor** agrees to waive all rights of subrogation against the Town of Camp Verde, its officers, officials, agents and employees for losses arising from the work performed by the **Contractor** for the TOWN.

**11. Agreement Documents**

All items and documents contained in or included with or attached to this Bidder Packet are a part of the Agreement Documents and are to be followed and/or completed by those bidding this project as required portions of the Agreement. In the event of conflicts between or among these documents, the documents shall be interpreted in the following order: The Agreement, the Agreement Special Provisions, the Agreement General Provisions, the Plan Set, Project Specifications and Special Notes, the Bid Schedule and Bid Totals, and last the Invitation for Bids; with each specific item or document serving as the most important for its own specific purposes.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

For the Town of Camp Verde

Approved as to Form:

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Mayor, Dee Jenkins

Attest:

\_\_\_\_\_  
Town Clerk, Cynthia Pemberton

For the Contractor:

\_\_\_\_\_  
Contractor's Representative: Signature/Name/Title

## BID SUBMITTAL CHECKLIST

**Notice to All Bidders:**

All items and documents contained in or included with this Bidder Packet and shown in this Table of Contents are a part of the Agreement Documents and are to be followed and/or completed by those bidding this project as required portions of the Agreement. Be careful to utilize and include this Bid Submittal Checklist with your Bid Submission to assure that your Bid is complete and acceptable. Any items not submitted that are shown as mandatory items on this Bid Submittal Checklist will mean the immediate rejection of that particular Bidder Packet as incomplete and that particular Bid will not be accepted by the Town of Camp Verde.

**Mandatory Items to be Included with Bid Submittals:**

_____ Bid Submittal Checklist	Page 25
_____ Addendum Acknowledgement Bid 21-148	Page 26
_____ Item Bid Schedule and Bid Total 21-148	Page 27
_____ Non-Collusion Affidavit Bid 21-148	Page 28
_____ Bid Certification 21-148	Page 29
_____ Disclosure of Responsibility Statement	Page 31
_____ List of Known Subcontractors	Page 33
_____ Bid Bond 10% Bid Amount	





## PROJECT ITEM BID SCHEDULE

The Project Item Bid Schedule is attached as a separate document via download at the Public Purchase Website. [www.publicpurchase.com](http://www.publicpurchase.com), and is required in your bid submittal as a mandatory item on your bid submittal checklist.

PROJECT BIDDING PACKET / AGREEMENT DOCUMENTS – NON-COLLUSION AFFIDAVIT

\_\_\_\_\_; as \_\_\_\_\_  
(Name of Individual) (Title)

for \_\_\_\_\_; certifies that neither he/she nor  
(Name of Business)

anyone that is associated with the said \_\_\_\_\_  
(Name of Business)

has, directly or indirectly entered into an agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the project known as: Town of Camp Verde FY 21/22 Chip Seal/TOWN OF CAMP VERDE PROJECT NO. 21-148.

\_\_\_\_\_  
(Signature of Individual for Name of Business)

## BID CERTIFICATION 21-148

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the Town of Camp Verde in the form included in this Bidder Packet and agrees to perform and furnish all work, materials, licenses, bonds etc. as specified or indicated in these Agreement documents for the price stated in the Bid Schedule, and within the time indicated once there is an agreed upon project schedule and in accordance with the other terms and conditions of these Agreement documents.
2. Bidder accepts all of the terms and conditions of the Agreement Documents, Attachments and Addenda. This bid is accompanied by a certified check, cashier's check or surety bid bond for 10 percent (10%) of the amount of the total bid as a guarantee that if selected, the Bidder will enter into an Agreement to complete "Town of Camp Verde FY 21/22 Chip Seal , Bid 21-148". The Bid will remain subject to acceptance for 30 days after the day of bid opening. The successful Bidder will submit a 100% Statutory Performance Bond, 100% Statutory Payment Bond, and other insurance certification requirements within 10 work days after the date of Notice of Award or at the Pre-Construction Meeting prior to issuance of the Notice to Proceed, whichever occurs at the earliest date.
3. In submitting this bid, Bidder represents, as more fully set forth in the Agreement that:
  - a. Bidder has examined copies of all of the bidding documents and has completed the Bidder Packet in full, together with the Bid Submittal Checklist.
  - b. Bidder has familiarized himself/herself with the nature and extent of the Request for Bid Documents, scope of work, site locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
  - c. Bidder acknowledges that the Town of Camp Verde and the Project Manager/Administrator do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to facilities at or contiguous to the site. Bidder has obtained and examined (or assumes responsibility for having done so) all such additional or supplementary examinations or investigations concerning conditions (surface and subsurface) at or contiguous to the site or otherwise which relate to any aspect of the means, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and conditions of the bid documents.
  - d. Bidder has provided the Project Manager/Administrator written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the bid documents; and the written resolution thereof by the Project Manager/Administrator is acceptable to the Bidder, and the bid documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.

e. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself/herself any advantage over any other bidder or over the Town of Camp Verde.

5. Communications concerning this bid shall be addressed to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Firm Name: \_\_\_\_\_

State Contractor License No.: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature/Title Date Submitted

DISCLOSURE OF RESPONSIBILITY STATEMENT

A. List any and all past or present litigations or convictions of any person, subsidiary, or affiliate of your company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such a contract or subcontract.

---

---

B. List any and all past or present litigations or convictions of any person, subsidiary, or affiliate of your company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty.

---

---

C. List any convictions or civil judgements in the history of your firm under state or federal antitrust statutes.

---

---

D. List any violations by your firm of contract provisions such as failure to perform (without good cause), or unsatisfactory performance in accordance to the specifications of a contract.

---

---

E. List any prior suspensions or disbarments by any governmental agency with respect to your firm or its licensing.

---

---

F. List any past construction contracts that your firm did not complete on time.

---

---

G. List any penalties and/or liquidated damages imposed on your firm for time delays and/or quality of materials or workmanship on past construction projects.

---

---

H. List any violations of federal or state labor laws, regulations, standards, or occupational safety and health rules by your firm in the past.

---

---

I, \_\_\_\_\_, as \_\_\_\_\_

(Name of Individual)

(Title & Authority)

Of \_\_\_\_\_, declare under oath that the above statements,  
(Company Name)

Including any supplemental responses attached hereto, are true.

By: \_\_\_\_\_  
(Signature of Individual/Representative)

STATE OF: )

) ss.

COUNTY OF: )

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned NOTARY PUBLIC,  
personally

appeared \_\_\_\_\_, who acknowledged to me that they executed the foregoing  
instrument for the

purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

SEAL

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**SUBCONTRACTING CERTIFICATION**

At the time of submission of bids for **Town of Camp Verde FY 21/22 Chip Seal**  
**IN, CAMP VERDE, ARIZONA – PROJECT # 21-148**, my intention concerning subcontracting a portion of the work is indicated below.

In indicating that it is my intention to subcontract a portion of this work, this will acknowledge that the subcontractors are identified below, and any documentation, such as copies of letter, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions will be made available upon request. This document must be completed and submitted with your bid.

\_\_\_\_\_ It is not my intention to subcontract a portion of the work.

\_\_\_\_\_ It is my intention to subcontract a portion of the work using the following subcontractors. (List company name and business name of each specialty subcontractor. Only one name shall be listed for each category. Use a second page if necessary.)

(1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(3) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(4) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
By: (Signature/Title)

\_\_\_\_\_  
Date



Agenda 5



Town of Camp Verde

**Agenda Item Submission Form – Section I**

**Meeting Date:** September 22, 2021

- Consent Agenda       Decision Agenda       Executive Session Requested  
 Presentation Only       Action/Presentation       Work Session

**Requesting Department:** Marshals Office

**Staff Resource/Contact Person:** Corey Rowley

**Agenda Title (be exact):** Discussion, Consideration and Possible Approval of Less Lethal and Simunition training equipment. Awarded amount to not exceed \$12,000.00.

**List Attached Documents:** Pictures of training materials

**Estimated Presentation Time:** 5 min

**Estimated Discussion Time:** 5 min

**Reviews and comments Completed by:**

- Town Manager: Included in Background       Department Head: \_\_\_\_\_  
 Town Attorney Comments: N/A  
 Risk Management: \_\_\_\_\_  
 Finance Department  
Fiscal Impact:  
Budget Code: \_\_\_\_\_ Amount Remaining: \_\_\_\_\_  
Comments: \_\_\_\_\_

**Background Information:**

Recent audit of the departments training procedures and less lethal capabilities identified a serious lack of "Real Life" training opportunities. Our less lethal equipment consists of "Bean Bag" shot gun rounds, industry liability is turning to less lethal OC (Pepper Spray) launchers in place of Bean Bag deployment. Need of two Less Lethal pepper spray launchers and four Glock conversion kits for simunition training to include all accessories and simunition.

**Recommended Action (Motion):**

Move to approve the purchase for less lethal training tools and simunition equipment not to exceed \$12,000.00 monies to be funded through AZ CARES



CARRY THE FUTURE™



Discontinued Products > FN 303® Launcher

## FN 303® Launcher

Available for law enforcement and military.



FN is the world leader in less lethal technology and training. FN has long been a pioneer in the technologies that bridge the gap between firearms and traditional impact, chemical and electro-muscular disruption devices.

The FN 303® Less Lethal Launcher is constructed from durable lightweight polymer with comfortable ergonomics and an easy to operate safety. The FN 303® Launcher is equipped with both flip-up iron sights and an integrated MIL-STD-1913 top mounting rail for optical or electronic sights or other accessories. The lightweight polymer magazine holds 15 projectiles and offers a clear rear cover to allow the operator to instantly verify both the payload type and the number of projectiles remaining.

**FN 303® Product Sell Sheet**

### SPECS

- CALIBER:** .68
- OPERATION:** Compressed air at 3000 PSI
- MAG CAPACITY:** 15 projectiles
- WEIGHT:** 5.0 lb.
- BARREL LENGTH:** 10"
- OVERALL LENGTH:** 29"

### PRODUCT FEATURES

- Easy-to-change air bottle provides approximately 110 shots per filling
- Molded polymer frame, pistol grip and buttstock
- Flip-up iron sights (note: shown with red dot)
- Top-mounted MIL-STD-1913 rail for optical or electronic sights of other accessories
- Manual safety lever inside trigger guard
- Large magazine release button
- Large air flow on/off valve
- Braided steel air supply line
- 15 projectile polymer magazine with clear rear cover
- Magazine is speedloader compatible
- Weight: 8.0 lbs. with fully charged air bottle in stand-alone configuration
- Weight: 5.0 lbs. (empty) in stand-alone configuration

FN is the world leader in less lethal technology and training. FN has long been a pioneer in the technologies that bridge the gap between firearms and traditional impact, chemical and electro-muscular disruption devices.

The FN 303® Less Lethal Launcher is constructed from durable lightweight polymer with comfortable ergonomics and an easy to operate safety. The FN 303® Launcher is equipped with both flip-up iron sights and an integrated MIL-STD-1913 top mounting rail for optical or electronic sights or other accessories. The lightweight polymer magazine holds 15 projectiles and offers a clear rear cover to allow the operator to instantly verify both the payload type and the number of projectiles remaining.

### FN 303® Product Sell Sheet

#### Learn about the FN 303® Series Projectiles

#### LE & Military pricing on request.

\*Product follows USA specifications

**WARNING:** Use with extreme caution. Not intended for recreational use. Misuse may result in injury or death. Avoid aiming at face or head. Read operator's manual before use. Instruction required before use. All operators of the FN 303® Less Lethal Systems (to include the FN 303®-P) must be certified by the FN Training Team prior to deploying either less lethal system.

### Related Products

#### Projectiles



#### accessories

Manual safety lever inside trigger guard

Large magazine release button

Large air flow on/off valve

Braided steel air supply line

15 projectile polymer magazine with clear rear cover

Magazine is speedloader compatible

Weight: 8.0 lbs. with fully charged air bottle in stand-alone configuration

Weight: 5.0 lbs. (empty) in stand-alone configuration

Weight: 4.9 lbs. (empty) in undercarriage configuration



## FIREARM CONVERSIONS

- Convert your firearm in seconds
- Live round lock-out as a safety feature
- Available for widest breadth of firearms
- Tested and proven to be safe and reliable
- Compatible with existing accessories such as lights, lasers and optics

## FIREARM CONVERSION OVERVIEW

Agenda Item 6



Town of Camp Verde

**Agenda Item Submission Form – Section I**

**Meeting Date:** September 22<sup>nd</sup>, 2021

- Consent Agenda     Decision Agenda     Executive Session Requested  
 Presentation Only     Action/Presentation     Special Session

**Requesting Department:** Economic Development/Administration

**Staff Resource/Contact Person:** Russ Martin

**Agenda Title (be exact):** Presentation of the County's Broadband Plan and an update on the process and potential for the Town within the plan for future broadband expansion.

**List Attached Documents:** County Broadband Plan Overview

**Estimated Presentation Time:** 15 Min.

**Estimated Discussion Time:** 10 Min.

**Reviews Completed by:**

- Department Head: N/A                       Town Attorney Comments: N/A

**Finance Review:**  Budgeted     Unbudgeted     N/A

**Background Information:** Several proposals may be coming including the commitment the Town has made for planning in the region for future broadband. This is a proposal from the County Educational Services Department who completed the services that are provided for at the Town Library and the entire County Library Network. This is a presentation only and opportunity to ask questions, no action will be taken on this item.

**Recommended Action (Motion):** NONE, this is for presentation and to ask questions only.

**Instructions to the Clerk:** N/A



# Yavapai County

Our Mission: "Yavapai County will serve and protect its citizens through efficient management of all its resources to enhance the lives of those we serve."



**SUBJECT:** Update to the Broadband Initiative and Proposal to the Yavapai County Board of Supervisors (BOS) in Response to the 2021-2022 American Rescue Plan ACT (ARPA) funding, as well as additional funding available through the Arizona Commerce Authority (ACA).

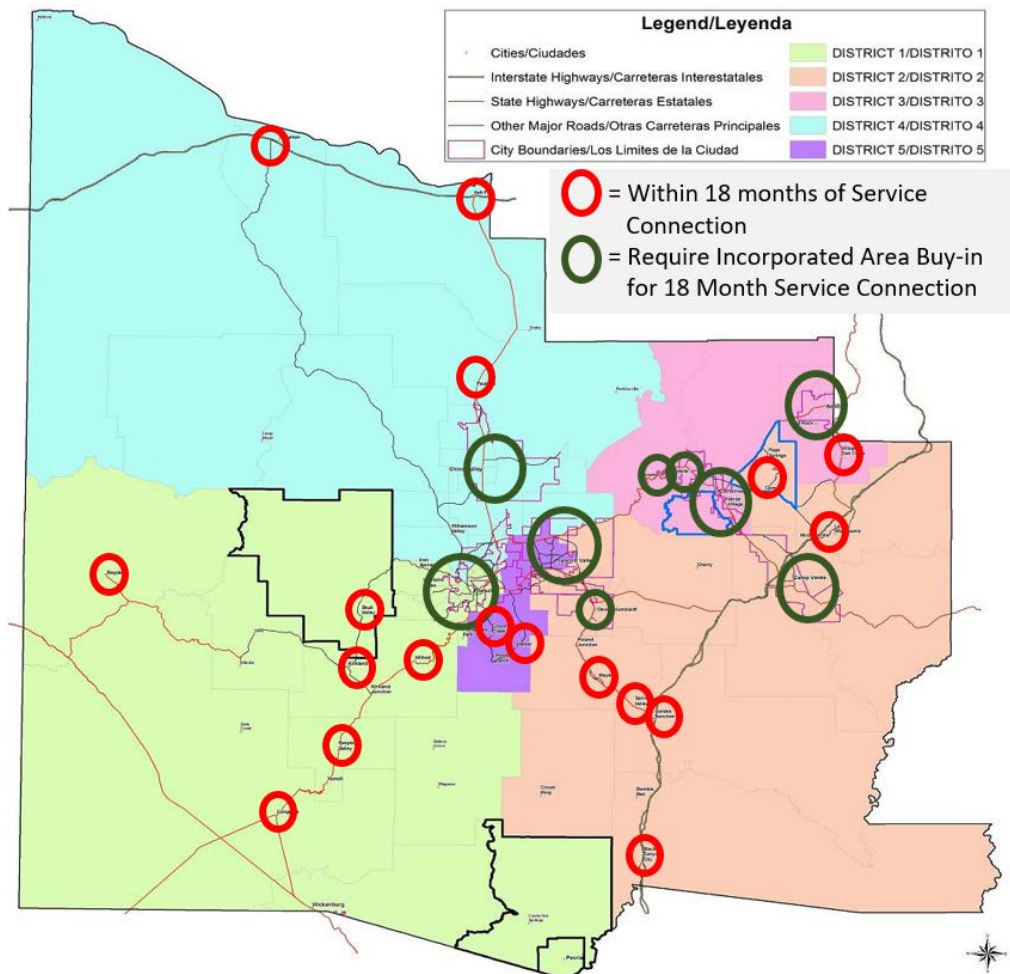
**PURPOSE:** Provide the Yavapai County BOS and municipalities with the short-term responsibilities to deliver Fiber to the Premises (FTTP) Technology with the detailed plan for the deployment of high-speed broadband to reach residents in all five Yavapai County Districts.

**LOCATION EMPHASIS TO REACH PORTIONS OF EACH DISTRICT:** In order to provide the impact of bringing FTTP technology throughout each of the five districts, depicted below are the locations that will have a high-speed broadband connection to each home and business within the first 12-18 months after the awarding of the RFP. The areas circled locations in red are the following unincorporated areas that will be concentrated on in the first eighteen months after the RFP Award in no particular order:

Ash Fork; Seligman;  
Paulden; Bagdad;  
Congress; Peoples Valley;  
Kirkland; Wilhoit; Skull Valley; Mayer; Spring Valley; Cordes Lakes; Black Canyon City; Rimrock Community; Cornville; Walker, Groom Creek and the Village of Oak Creek.

The locations with a green circle will also have high-speed service connections within the first 18 months if the municipality allocate 20% of their ARPA funds: Prescott; Prescott Valley; Chino Valley; Dewey-Humboldt; Camp Verde; Cottonwood; Clarkdale; Jerome; Sedona.

All other locations will be connected in the remaining 6 months to a year.



**UPDATED PROJECT TIMELINE AND DETAILS:**

**Yavapai County BOS Presentation:** A presentation on the overall high-speed broadband plan and timeline will be presented to the county BOS on Aug 18<sup>th</sup>, 2021.

**Initial Meetings with Incorporated Municipalities:** The August 18<sup>th</sup> BOS presentation will also provide an opportunity for each district supervisor to schedule any meetings with the nine municipalities receiving their own ARPA funds. The meetings will provide the municipalities with detail of the high-speed broadband delivery plans and an initial consideration to buy-in with 20% of their ARPA funds.

To date, there are scheduled meetings in the month of August 2021 with the municipality leadership in Prescott, Camp Verde, and Clarkdale. Meetings with County Supervisor support still need to be established in Prescott Valley, Chino Valley, Sedona, Cottonwood, Dewey-Humboldt, and Jerome.

**ARPA Funding for Each Municipality:** According to the ARPA distributions, there are also 9 other municipalities that received funding (See adjacent chart titled “2021-2022 ARPA Funding to Yavapai County”). If any of the municipalities would like to join the Yavapai County broadband initiative, they can contribute 20% of their funding to leverage more dollars in other areas that the ARPA outlines as uses for the funding. This would not only reduce the cost for the larger municipalities to cover the costs of broadband, but it would provide more leverage for the smaller municipalities for high-speed broadband.

2021-2022 ARPA Funding to Yavapai County		
Municipality	ARPA Amount	20% Initiative Partnership
Prescott Valley	\$11,100,000	\$2,220,000
Prescott	\$6,370,000	\$1,274,000
Chino Valley	\$2,950,000	\$590,000
Cottonwood	\$2,920,000	\$584,000
Camp Verde	\$2,670,000	\$534,000
Sedona	\$2,470,000	\$494,000
Clarkdale	\$1,050,000	\$210,000
Dewey-Humboldt	\$990,000	\$198,000
Jerome	\$110,000	\$22,000
TOTAL:		\$6,126,000

**Within 15 Days after the August 18<sup>th</sup> Presentation, Develop and Issue a Request for Proposal (RFP):** By issuing an RFP, this creates a competition among ISP’s or network providers. The premise behind the RFP will provide the guidelines to the following:

- Provide high speed broadband in the form of fiber to every platted residential home and business in Yavapai County within 2 years.
- Ensure every Local Convergence Point (LCP) is a Type 1- single fiber feed without lease from other entities within 1 year
- Provide plan for back-up coverage from the Central Switch Point to the LCP within 1 year.
- Provide the framework for every platted residential home and business to receive high-speed internet at a minimum of 100/100 Mbps, with the ability to increase to over 10 Gbps (based on the individual agreement with the ISP).
- Highlight the RFP will be awarded based on existing quality of service; completion of project within 2 years; ability to reach all locations in Yavapai County; illustrate a set price point for broadband usage that is economical for residents and business owners.

**Within 30-120 Days:**

- ISP’s develop details for RFP
- RFP Subcommittee schedules date for RFP presentations. (Request guidance from BOS to determine membership of the RFP Subcommittee).
- Prepared to award the RFP depending on cooperation with stakeholders and market conditions

**Within Year 1 of RFP Award:**

- County and city to develop and implement policies establishments the presence of adequate broadband prior to new developments
- ISP(s) finalize wholesale distribution agreements
- Distribution cables, drop cables, and network access points are established
- Quarterly reports to the Yavapai County BOS, county administrators, and municipality leadership
- FTTP deployment and connection are established under the following areas:

All unincorporated areas to include platted residential homes and businesses	*Incorporated areas to include platted residential homes and businesses:		**Tribal Nations
	▪ Prescott Valley	▪ Sedona	
	▪ Prescott	▪ Clarkdale	
	▪ Cottonwood	▪ Dewey-Humboldt	
	▪ Camp Verde	▪ Jerome	
	▪ Chino Valley		

\*Municipalities that agree to join in the deployment and contribute 20% of their ARPA funding towards the FTTP network distribution under Yavapai County will be connected at the same priority as the Unincorporated Areas.

\*\*We will work with any Tribal Nation wishing to join. Pricing and planning will be determined based on their available funding and agreement with ISP’s.

**Note:** Municipalities and Tribal Nation can run in parallel with the deployment in the unincorporated areas.

**Within Year 2 of RFP Award:**

- All LCP’s are established as Type I carriers
- Quarterly reports to the Yavapai County BOS, county administrators, and municipality leadership
- Public service announcements and economic development marketing
- Substantial project completion

**Beyond Year 2 of RFP Award:**

- Broadband is a utility just like water, electric and sewer/septic. Installing and maintaining this utility will never end.
- Through this project and our relationship with the ISP’s, Yavapai County is postured to create policy to ensure any additional platted residential homes and businesses has a plan to provide broadband.



**RFP OPTIONS:** There are two different options (refer to adjacent table) available when writing for RFP. Option I is the preferred option as it encourages corporation among the Type I ISP and the ISP for FTTP. This also allows for simultaneous work to be accomplished by multiple ISP's.

**ASSUMPTION:** This is a very aggressive plan that depends on much cooperation and coordination. However, pending any unforeseen delays (permitting restriction, extreme terrain, natural disaster (i.e. wildfires, flooding, etc.)) we are confident that we already possess the connections and means to complete this project on time and within the budget.

RFP Option I	RFP Option II
Issue two RFP's. One RFP will request plan to ensure all locations are TYPE I fiber lines with maximum bandwidth to allow for future growth. The 2nd RFP would request FTTP and plan to allow for future growth.	Issue a single RFP to request Type I fiber lines to all locations, as well as FTTP plan along with future growth plans.

**UPDATED TOTAL COST TO COVER ALL OF YAPAPAI COUNTY: \$56,126,000**

\$20,000,000 from Yavapai County government to cover the unincorporated areas (43.4% of ARPA funds)

\$30 Mil from the Arizona Commerce Authority (Rural Broadband Development Grant (RBDG))

\$6,126,000 total from the 9 municipalities receiving ARPA funding (20% of each municipalities ARPA funds)

**NOTE:** The cost will cover the entire amount to complete the project. Based on our previous experience, we can work with whatever amount is awarded. However, we believe the less an ISP uses out of their own pocket, the greater the return on their investment. This results in the greater potential for reduced rates for all customers in Yavapai County.

**Point of Contact:** Superintendent Tim Carter at [tim.carter@yavapaiaz.gov](mailto:tim.carter@yavapaiaz.gov) or (928) 925-6560; Stan Goligoski at [stan.goligoski@yavapaiaz.gov](mailto:stan.goligoski@yavapaiaz.gov) or (928) 442-5754.



# Broadband in Yavapai County

(As of August 2021)

# Agenda

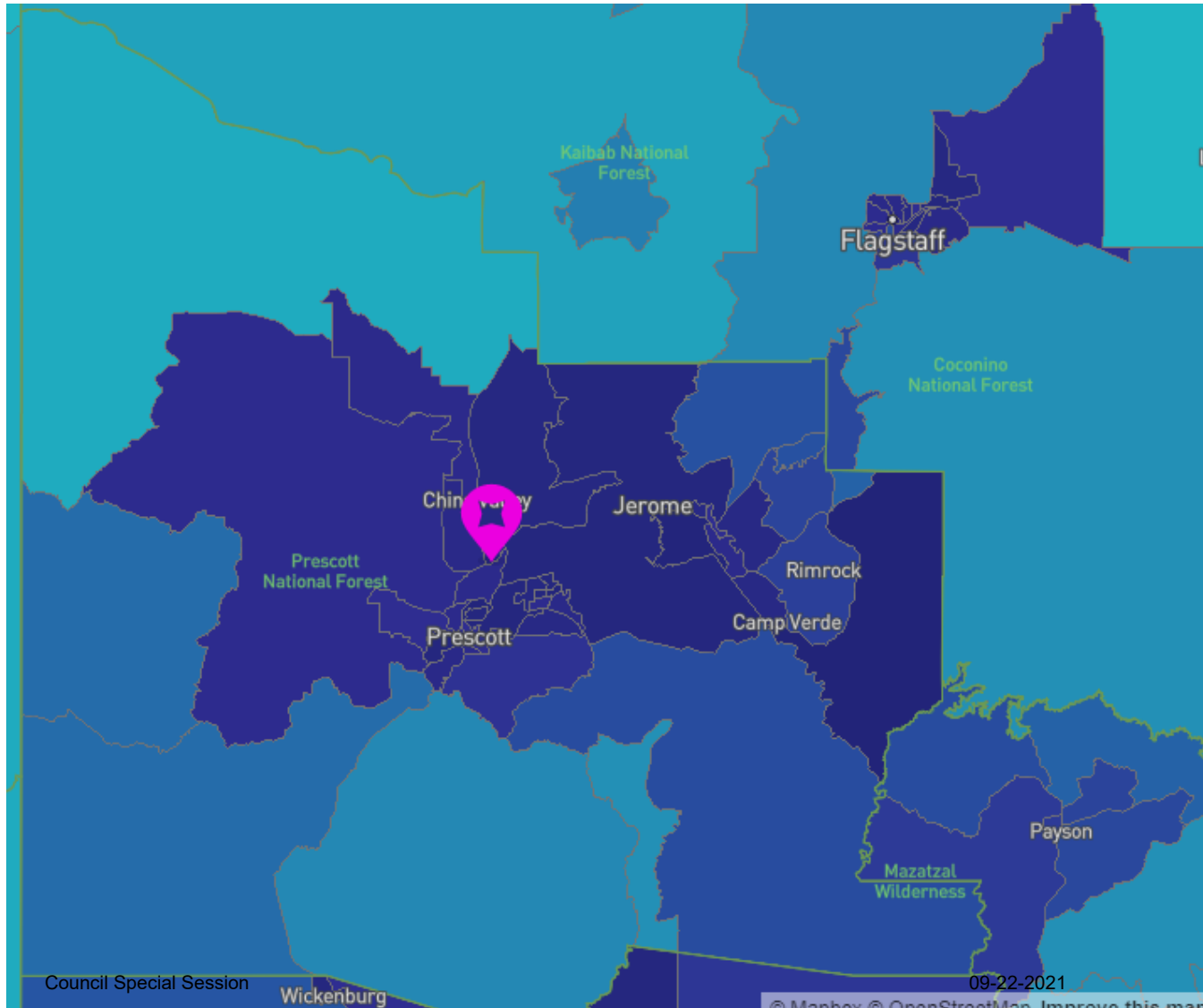
---



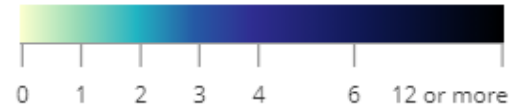
- Current Broadband Situation in Yavapai County
- Middle Mile versus Final Mile
- Method to Accomplish
- Timeline
- BOS Guidance and Requests



# Current Broadband Situation



## Number of Fixed Residential Broadband Providers

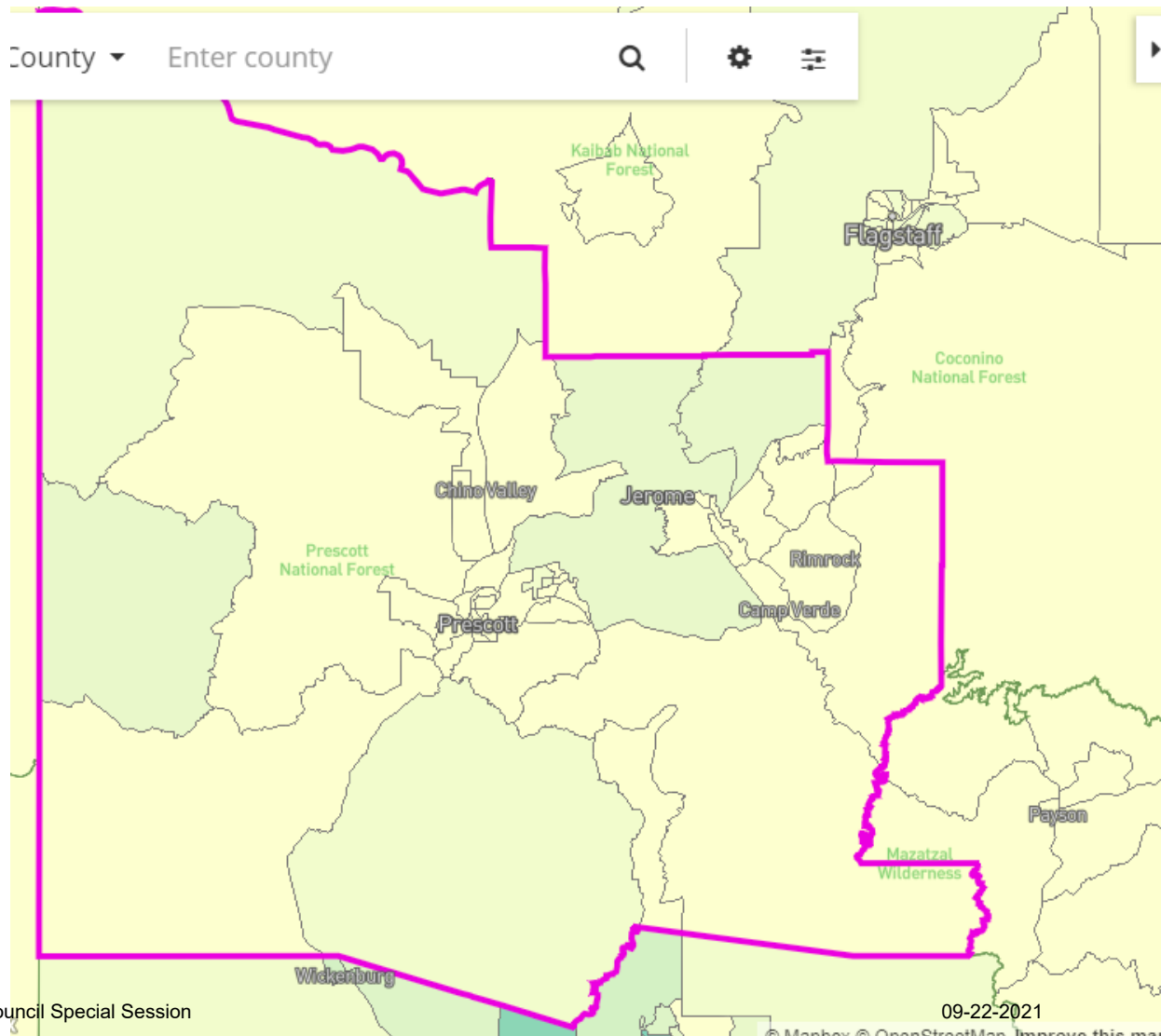


## Broadband

**Technology** ADSL, Cable, Fiber, Fixed Wireless, Satellite, Other  
**Speed** ≥ 25/3 Mbps  
**Date** Dec. 2019 (latest public release)

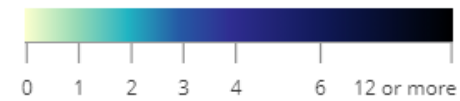
Provider	Tech	Down (Mbps)	Up (Mbps)
Cable One, Inc.	Cable	1000	50
ViaSat, Inc.	Satellite	100	3
CenturyLink, Inc.	ADSL	100	10
Bolt Internet Inc.	Fixed Wireless	25	5
Hughes Network Systems, LLC	Satellite	25	3
CenturyLink, Inc.	ADSL	7	0.896
VSAT Systems, LLC	Satellite	2	1.3

# Current High-Speed Broadband Situation



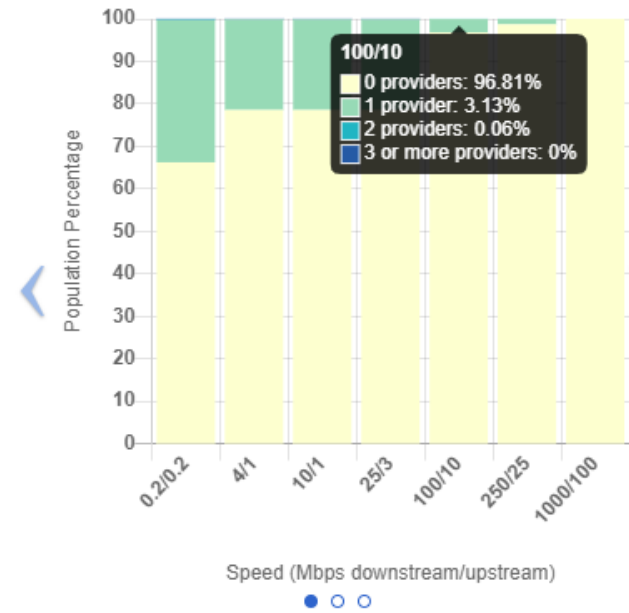
Yavapai County, AZ

Number of Fixed Residential Broadband Providers



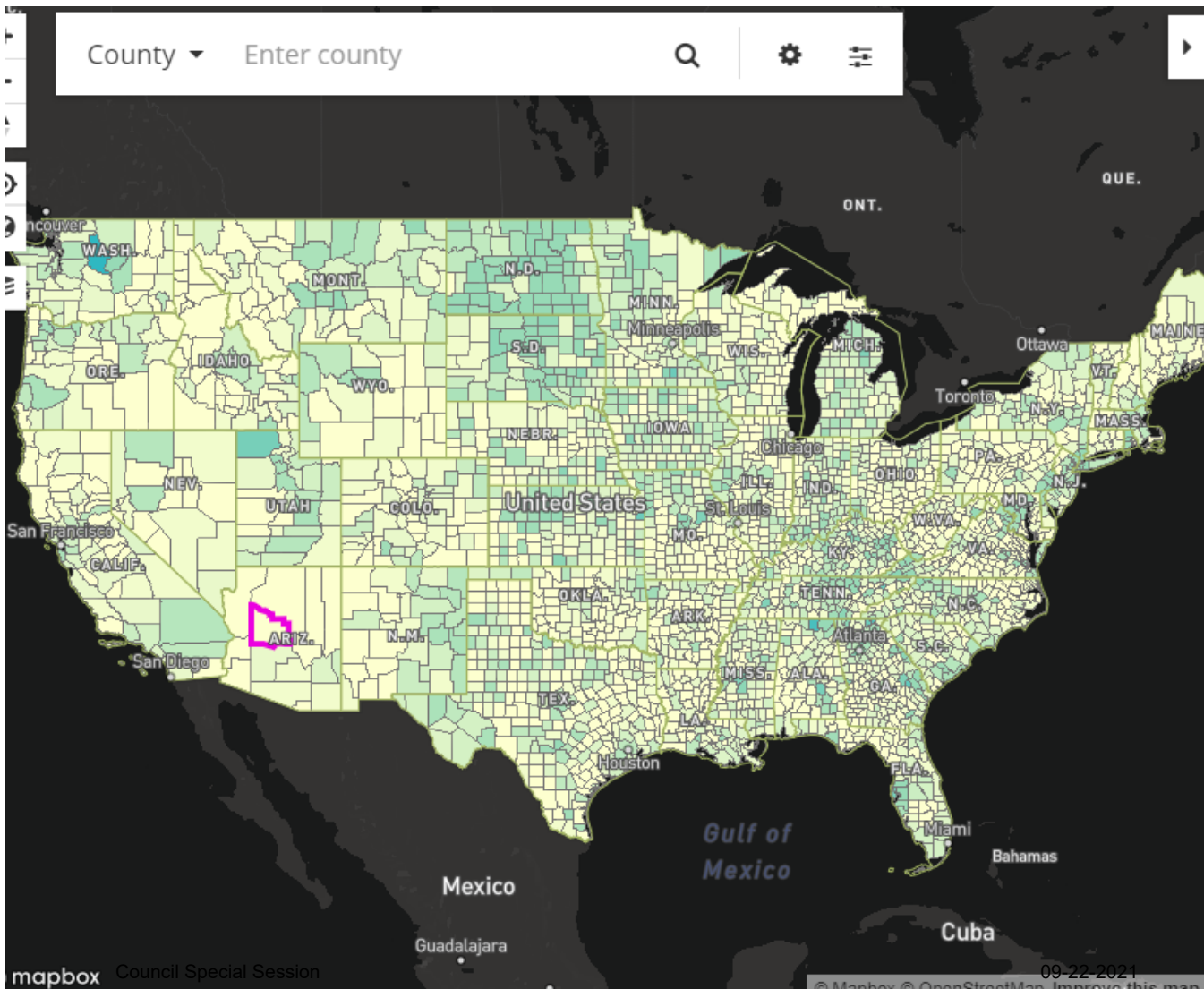
Broadband

Technology Fiber  
 Speed ≥ 100/10 Mbps  
 Date Dec. 2019 (latest public release)



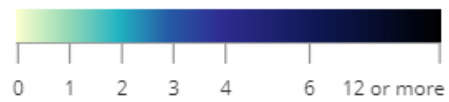


# Nationwide High-Speed Broadband Situation



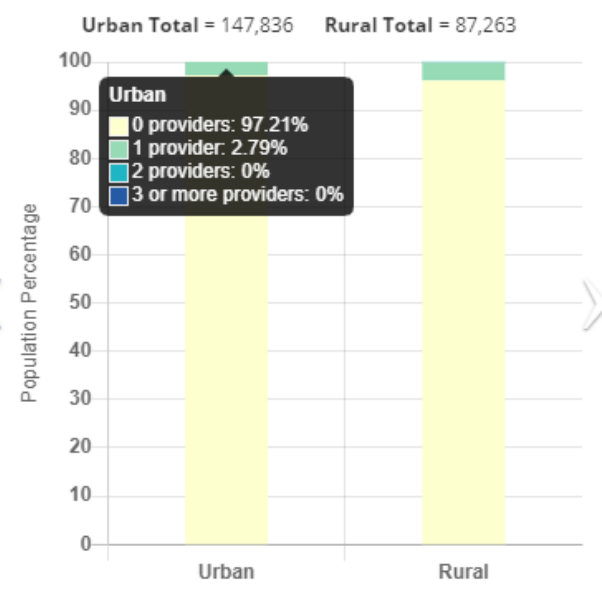
Yavapai County, AZ

Number of Fixed Residential Broadband Providers



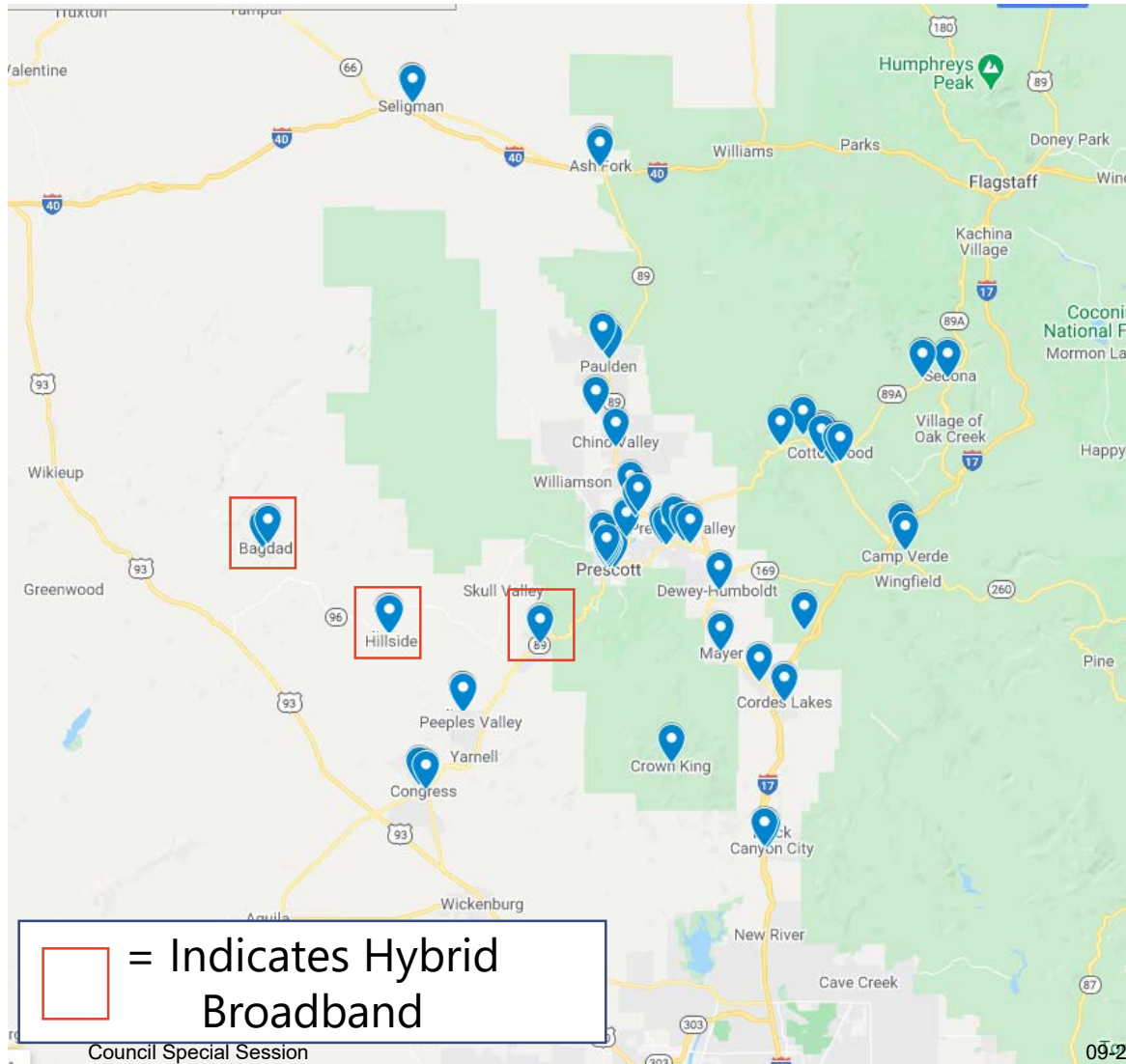
Broadband

Technology Fiber  
 Speed ≥ 100/10 Mbps  
 Date Dec. 2019 (latest public release)





# High-Speed Broadband Delivery to Schools and Libraries

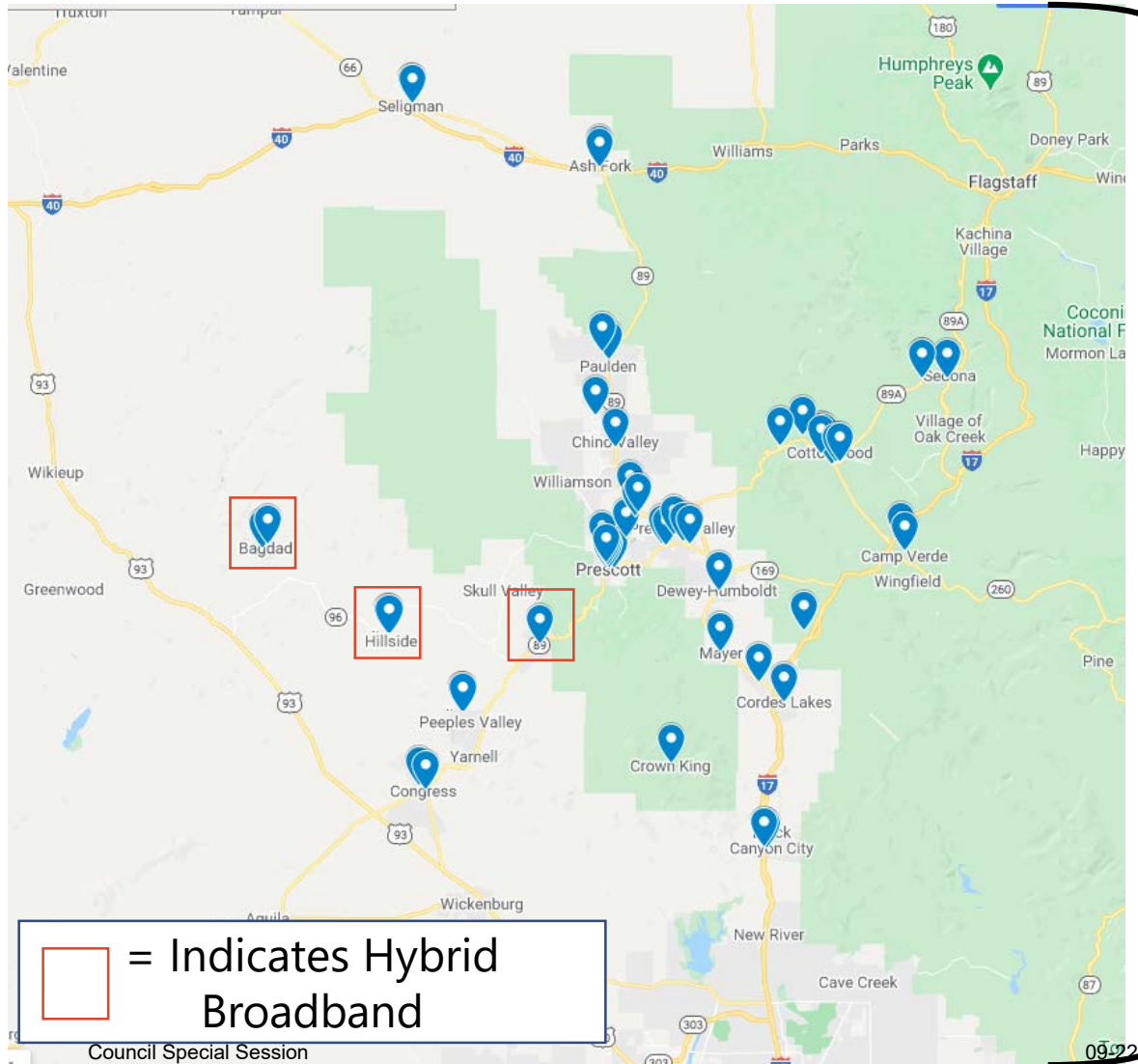


- 74 Schools and libraries connected through high-speed internet
- Not all locations have dedicated fiber to location (hybrid)
- High-speed broadband delivery achieved through \$1.8Mil funding
- RFP awardee kicked in an additional \$1.7Mil to complete the work
- 87% price reduction!!!

09-22-2021



# High-Speed Broadband Delivery to Schools and Libraries



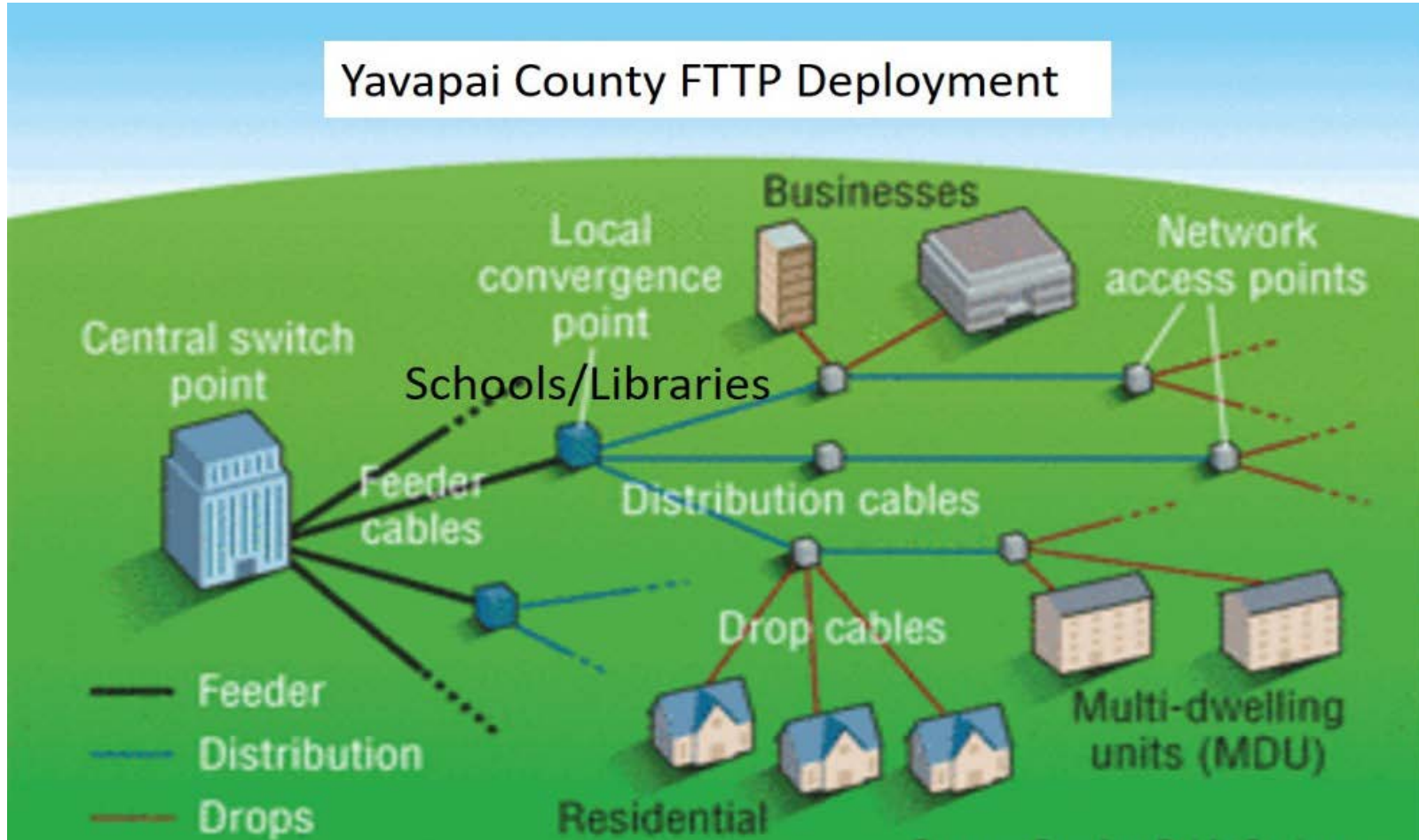
This is Yavapai County's Middle Mile!



# Technology for Final Mile



## Yavapai County FTTP Deployment



- Jerome: Proof of Concept has already occurred

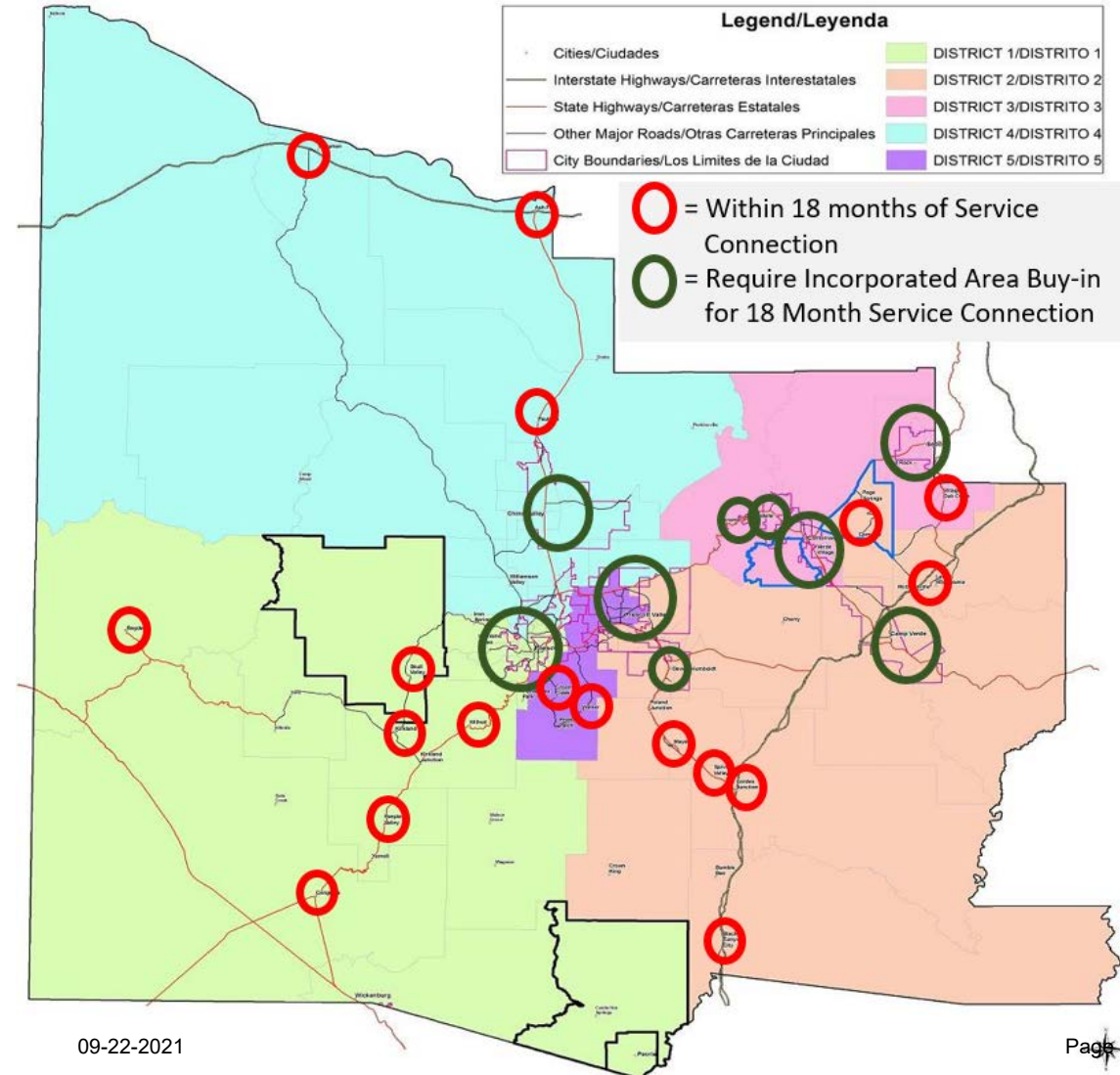
- Population: 235,099
- Housing Units: 120,646

- Employer Establishments: 6,024
- Households with a broadband subscription: 82.2

# Request from the BOS



- Within 18 Months of RFP Award
  - Emphasis to reach portions of each district (red circles)
  - Partnership with 9 municipalities (green circles)
- All other locations will be connected in remaining 6 months





# Partnership with Municipalities

- Initial meetings: Prescott, Sedona, Cottonwood, Clarkdale, Camp Verde, Chino Valley, Dewey-Humboldt, Prescott Valley, Jerome
- Will conduct multiple follow-up engagements and presentations at City Council Meetings

2021-2022 ARP Funding to Yavapai County		
Municipality	Initial ARP Amount	Initiative Partnership Amount
Prescott Valley	\$11,100,000	\$2,220,000
Prescott	\$6,370,000	\$1,274,000
Chino Valley	\$2,950,000	\$590,000
Cottonwood	\$2,920,000	\$584,000
Camp Verde	\$2,670,000	\$534,000
Sedona	\$2,470,000	\$494,000
Clarkdale	\$1,050,000	\$210,000
Dewey-Humboldt	\$990,000	\$198,000
Jerome	\$110,000	\$22,000
TOTAL:		\$6,126,000



# BOS Guidance and Request

---



- Go ahead to publish RFP
- Attendance at any incorporated and unincorporated meeting or function
- Support for the Final Mile Broadband Initiative
- Partnership with Incorporated Municipalities



---

# Additional Questions?