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**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, DECEMBER 20, 2023 at 6:30 P.M.**

ZOOM MEETING LINK:

<https://us02web.zoom.us/j/84820696060?pwd=V3Y0bXhiRGY0dk9mOmtESmNiQmc2OT09>

one Tap Mobile: 1-253-215-8782 or 1-346-248-7799

Meeting ID: 848 2069 6060

Passcode: 597003

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

1. **Call to Order**
2. **Roll Call.** Council Members Jackie Baker, Wendy Escoffier, Cris McPhail, Jessie Murdock, Robin Godwin, Vice Mayor Marie Moore, and Mayor Dee Jenkins.
3. **Pledge of Allegiance**
4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
 - a) **Approval of the Minutes:**
 - 1) Special Session – December 6, 2023 Page 5
 - b) **Set Next Meeting, Date and Time:**
 - 1) Special Session – Wednesday January 3, 2024 at 5:00 p.m.
 - 2) Regular Session – Wednesday January 3, 2024 at 6:30 p.m.
 - 3) Work Session – Wednesday January 10, 2024 at 5:30 p.m.
 - 4) Regular Session – Wednesday January 17, 2024 at 6:30 p.m.-Cancelled
 - c) **Approve the Finance Director to make the attached budget adjustment labeled BAFY24-01 for the FY24 budget year moving \$78,150 of budgeted legal expenses from the various divisions into the General Fund Non-Departmental Division.** Staff Resource: Michael Showers Page 7
5. **Call to the Public or items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council

from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to ARS §38-431.01(H))

6. **Special Announcements and Presentations: None**
7. **Discussion, consideration and possible direction for Town of Camp Verde Wayfinding Signage Project.** Staff Resource: Martin Smith, Molly Spangler Page 9
8. **Discussion, consideration, and possible Award of Job Order Contract to Combs Construction, Earth Resources Corporation, Fann Contracting, Fann Environmental, Kinney Construction Services, Ligon Excavation, McDonald Bros. Construction, Mulcaire & Son Contracting, and Tierra Verde Builders.** Staff Resource: Martin Smith and Troy Odell Page 39
9. **Discussion, consideration, and possible direction to Staff to approve Change Order 20 requested by Tierra Verde Builders for the Camp Verde Sports Complex in the amount of \$28,531.70.** Staff Resource: Martin Smith, Ken Krebbs Page 61
10. **Discussion, consideration and possible approval of Joint Project Agreement with ADOT regarding the Finnie Flat & Montezuma Castle Highway Corridor Improvement Planning and Design Project.** Staff Resource: Martin Smith, Ken Krebbs Page 63
11. **Summary of Current Events.** The Town Council and the Town Manager may provide brief summaries of current events and activities. These summaries are strictly for informing the public of such events and activities. The Council will not propose, discuss, deliberate or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda. Summaries may include committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing Board, Yavapai-Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee, Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Phillip England Center for the Performing Arts Foundation.
12. **Adjournment**
Note: Upon a public majority vote of a quorum of the Town Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the purpose of discussion or consultation for legal advice with the Town Attorney as permitted by A.R.S. § 38-431.03(A)(3). Any other executive sessions will be separately included on the agenda above if an executive session will be held at the meeting.

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. Pursuant to Town Code, Section 2-3-7.1 the Mayor shall call for a vote of the Council to allow the meeting to continue past the deadline of 10:00 p.m. The Town of Camp Verde Council Chambers is accessible to persons with disabilities. 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.

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 Bashas on 12-14-2023 at 4:00 p.m. in accordance with the statement filed by the Camp Verde Town Council with the Town Clerk

Virginia Jones

Virginia Jones, Deputy Town Clerk

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**DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY DECEMBER 6, 2023 AT 5:00 P.M.**

Note: Council may attend the meeting in person or by telephone or video conferencing.

1. Call to Order

Mayor Jenkins called the meeting to order at 5:00 p.m.

2. Roll Call. Council Members Jackie Baker, Wendy Escoffier, Cris McPhail, Jessie Murdock, Robin Godwin, Vice Mayor Marie Moore, and Mayor Dee Jenkins

Also Present: Acting Town Manager Corey Rowley, Town Attorney Trish Stuhan, Assistant Clerk Jadie Edwards, Deputy Clerk Virginia Jones.

3. Pledge of Allegiance

Council Baker Led the Pledge of Allegiance

4. Discussion and/or Action re: Selection of an Acting Town Manager and the Recruitment Process for a new Town Manager. Note: The Council may convene in executive session pursuant to A.R.S. § 38-431.03(A)(1), (A)(3) and (A)(4) for discussion or consideration of employment, assignment, appointment, and salary for the Acting Town Manager; legal advice regarding retention of the Acting Town Manager; and possible contract negotiations for Acting Town Manager services.

On a motion by Vice-Mayor Moore seconded by Councilor McPhail, Council voted to go into Executive Session.

5:02 p.m. Council Adjourned to Executive Session

6:13 p.m. Council Reconvened Special Session

5. Adjournment

Without objection, Mayor Jenkins Adjourned the meeting at 6:14 p.m.

Mayor Dee Jenkins

Attest: Deputy Town Clerk Virginia Jones

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Special Session of the Town Council of Camp Verde, Arizona, held on December 6, 2023. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2023

DRAFT



Agenda Item Submission Form – Section I

Meeting Date: December 20, 2023

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

Requesting Department: Finance **Staff Resource/Contact Person:** Mike Showers

Agenda Title (be exact): Approve the Finance Director to make the attached budget adjustment labeled BAFY24-01 for the FY24 budget year moving \$78,150 of budgeted legal expenses from the various listed divisions into the General Fund Non-Departmental division.

List Attached Documents: 1) Budget entry sheet BAFY24-01

Estimated Presentation Time: N/A **Estimated Discussion Time:** N/A

Reviews and comments Completed by:

- Town Manager:** Reviewed **Department Head:**
- Town Attorney Comments:** N/A
- Risk Management:** N/A
- Finance Department**
Fiscal Impact:
Budget Code: See attached **Available Balance:** N/A
Comments:

Background Information: During the FY24 budget process, the idea of consolidating all general legals costs into 1 division was considered but never acted upon. The Town Manager, along with the Finance Director and Risk Manager, believe it would resolve timing issues with payments and help resolve budgeting issues as well. Rather than each division determining how much they need to include for potential legal costs, we can keep all legal costs within one division line item with the Town Manager as the gate keeper for all general legal costs. This also follows the current desire to ultimately have a separate legal division to house these costs.

Recommended Action (Motion): Approve the Finance Director to make the attached budget adjustment labeled BAFY24-01 for the FY24 budget year moving \$78,150 of budgeted legal expenses from the various listed divisions into the General Fund Non-Departmental division.

Instructions to the Clerk: None.



Agenda Item Submission Form – Section I

Meeting Date:

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

Requesting Department: Public Works

Staff Resource/Contact Person: Martin Smith, CIP Project Manager & Molly Spangler, Economic Development Director

Agenda Title (be exact): Discussion, Consideration, and Possible direction for Town of Camp Verde Wayfinding Signage Project.

List Attached Documents: Project RFQ solicitation packet, response workbook

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 10 minutes

Reviews and comments Completed by:

Town Manager: Gayle Mabery Department Head: Ken Krebs

Town Attorney Comments: _____

Risk Management: _____

Finance Department
Fiscal Impact: _____
Budget Code: 21-170-20-804000 **Amount Remaining:** \$172,234 (ARPA)
Comments: _____

Background Information: Town Council originally approved staff to implement a Town Wayfinding Signage program to highlight key locations in the Town of Camp Verde. Staff has prepared the solicitation paperwork and is ready to begin the process of acquiring proposals from interested contractors. This agenda item is seeking input from the Council and approval to proceed with the solicitation.

Recommended Action (Motion): Move to approve Staff to proceed with the RFP solicitation.

Instructions to the Clerk:



Request for Proposals (RFP) Town of Camp Verde Wayfinding and Place Marketing RFP #23-184

Work Summary	The goal of this project is to implement a functional and integrated system which markets the Town of Camp Verde, prioritizing the Downtown, Finnie Flat, and Pecan Lane Character areas and communicates that these areas are unique, friendly and organized through helping visitors easily find their way to intended and discovered locations. A high priority will be placed on designing a sustainable and successful system that meets all the project goals while remaining within budget.
Award Terms	The initial Agreement term will commence upon execution of the Agreement and continue through December 31, 2024, or upon project completion.
Issue Date	November 16, 2022
Due Date	December 29, 2022; 2PM AZ Time
Inquiries	The deadline for inquiries is November 22, 2022 at 2 PM, Local Arizona Time. Questions and/or inquiries must be emailed to Martin Smith at martin.smith@campverde.az.gov, with a copy to Molly Spangler at molly.spangler@campverde.az.gov. Questions submitted after this date and time will not receive a response. The Town of Camp Verde reserves the right to issue RFP amendments after the question and answer period. It is each Proposer's responsibility to check the website www.publicpurchase.com for addenda to this RFP. This Request for Proposals may only be modified by a written Addendum.
Pre-Submittal Meeting	November 29, 2022; 10:30 (AZ Time). Microsoft Teams meeting Click here to join the meeting Meeting ID: 287 227 759 955 Passcode: NS5xfn
Submittal Process	Proposals will be emailed to Martin Smith on or before 2:00 PM (AZ TIME) December 29, 2022. The proposal shall be in pdf format and all required information must be included. Once your proposal is received you will receive email confirmation from Martin Smith.
Document Availability	The Proposal Documents consist of parts: I. The Opportunity, II. Scope of Work, III. Proposal Content and Submittal, IV. Evaluation and Award and V. Solicitation Terms and Conditions. Documents can be downloaded at www.PublicPurchase.com.
Contact	Martin Smith, martin.smith@campverde.az.gov
Equal Opportunity	Camp Verde is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit proposals on this solicitation.

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1. The Opportunity

In response to the Town of Camp Verde's growth, the Town is seeking opportunities to improve upon the experience of navigating in and around the Town.

1.1 Background

Background Overview

Camp Verde is rich in history from ancient cultures to western tales. Its temperate year-round climate, abundant outdoor recreational opportunities, and beautiful dark skies make Camp Verde one of Arizona's finest tourist destinations. There are over 15 hiking, biking, equestrian and OHV trails for people of all ages to enjoy. Incorporated in 1986 on the banks of the Verde River, Camp Verde has deep roots as an agricultural community. Located near the geographic center of the State of Arizona, Camp Verde has the unique distinction of being the oldest community in the Verde Valley. Strategically positioned along Interstate 17 (I-17), Camp Verde is an hour south of Flagstaff (57 miles), and an hour and a half north of Phoenix (90 miles). The Town is bisected by Interstate 17, extending 8 miles to the west and 10 miles to the east of the interstate and covers over 42 square miles.

Nestled in the Verde Valley, its temperate climate and flowing streams have long supported outdoor recreation and a rich agricultural paradise that includes vineyards, farmers markets, roadside stands, and an irrigated green belt unlike anywhere else in the state. Including the neighboring unincorporated communities of Lake Montezuma and Rimrock, it supports a population over 18,000 with a modern medical campus, ample education facilities, over 220 acres of park land, 25 miles of flowing streams, and a web of trails that access the valley's landscape.

Population Growth:

Camp Verde's population is upwards of 13,000 and continues to grow. The Verde Valley, and Camp Verde specifically, is one of the fastest-growing areas in Arizona. As of 2022 the region's population increased by 9.1% since 2017, growing by 1,123. Population is expected to increase by 7.2% between 2022 and 2027. The current median age is 40.9.

The Verde Valley region has a population upwards of 70,000. The region contains the municipalities of Camp Verde, Cottonwood, Jerome, Sedona, and Clarkdale. Additionally, there are many other unincorporated areas in the Verde Valley region. Together, the Verde Valley comprises approximately 29% of the population of Yavapai County and that figure is growing annually.

Economic Growth:

From 2017 to 2022, jobs increased from 3,005 to 3,657 in Camp Verde. This is an increase of 21.7%. This change outpaced the national growth rate of 3.8% by 17.9%. The average individual income is \$68,253.

The community continues to see new commercial investment. This includes FrameTec's \$40,000,000 investment in a 110,000 square foot manufacturing facility. FrameTec will be operational by summer of 2024 and plans to hire over 200 employees. The Town of Camp Verde routinely gets inquiries for new business and housing development. Additional

investment and future development includes:

- Arizona Public Service (APS) substation
- Meat Processing Facility
- UPS Distribution center
- Large mixed-use development (off of Aultman Parkway and Hwy 260) with more than 450 single-family homes, 400+ multifamily housing units, RV park, and retail.
- Housing development (off of Homestead Parkway) plans to create more than 300 multifamily housing units.
- Land swap between Yavapai Apache Nation and Forest Service that will result in 900 acres for housing, retail, and commercial development near I-17 and Hwy 260.
- Two hotel developments are under consideration.

As part of the 2022 five-year community and economic development plan, data was gathered from regional workforce partners, namely the Northern Arizona Council of Governments (NACOG), to identify the in-demand sectors for Yavapai County. These sectors represent growing and/or thriving industries in Camp Verde specifically. The sectors identified include:

- Agriculture
- Construction
- Hospitality / Food Service
- Supply Chain for Craft Beverage
- Education
- Quarrying, Sand, and Gravel
- Skilled Trades
- Manufacturing
- Warehousing
- Entrepreneurial Technology
- Telemedicine

Tourism is prevalent in Camp Verde with its proximity to Sedona, the Grand Canyon and other tourism assets. The valley has many scenic State Parks, consisting of Ft. Verde State Park in Camp Verde; Dead Horse Ranch State Park in Cottonwood; Jerome State Historic Park in Jerome; and Slide Rock and Red Rock State Parks in Sedona. Additionally, there are several National Monuments in the area, consisting of Montezuma's Well and Montezuma's Castle, both located near Camp Verde. Tuzigoot National Monument is located near Cottonwood.

Yavapai-Apache Nation:

The Yavapai-Apache Nation with 636 acres of Yavapai and Dilze'e Apache tribal lands, divided into five communities, three of which are located within Town boundaries. The Nation's holdings include 180 acres of agricultural land and another 180 acres for cattle ranching and operate a convenience store, service station, recreational RV park, and casino and hotel. Aligning with the Nation's priorities and collaborating on regional economic and environmental initiatives are important considerations for long-term success.

1.2 Goals and Objectives

The Town of Camp Verde Town Council approved funding for wayfinding signage for the purpose of improving the tourism economy, enhancing business development, and ensuring accurate signage to Town and area assets are in place. While there is some signage off Hwy 260, there is not significant wayfinding signage in place to inform visitors of the opportunities and destinations that exist in the community. The need for wayfinding signage to support tourism and business development is called out in the Town's 2022 Five-Year Community and Economic Development Strategic Plan. The project will help with place-marketing and wayfinding efforts.

The Town of Camp Verde is reliant on sales tax revenue. Tourism and the related business revenue are key to the long-term fiscal sustainability for the community. A functional and integrated wayfinding system will improve wayfinding for citizens and tourists alike.

The Town wants a friendly, organized, and inviting approach to guiding visitors in the community with the goals that this project will ultimately:

- Establish a character that visually communicates the tourism and visitor experience.
- Improve navigation for all modes of travel
- Create consistent signage and wayfinding systems across a range of mediums
- Guide individuals to landmarks, facilities, and amenities
- Promote walking and bicycling where applicable
- Establish a maintenance plan for the implemented system with suggested budget and ease of replacement signage
- Increase visitation and related sales tax revenue

Place-marketing Effort: Consultant will work with the Town and identified stakeholders to select typography, color, imagery, form, technology, and content. This effort should include the presentation of at least 3 themes

Wayfinding Effort: Consultant will work with Town staff to provide a set of templates including dimensions, color palette(s), font families, symbols, and layout to allow the system to expand successfully over time. These items will directly align with the items identified within the place-marketing effort.

Specifications will be brought to a level of detail that can be given directly to a manufacturer for physical fabrication and installation.

Consultant will develop a statement of probable cost for fabrication and installation and work closely with Town staff to finalize sign locations, routing, messaging, materials, sizes, inclusion and count by type and function, in compliance with federal and state guidelines where applicable. Consultant will make scheduling or phasing recommendations for fabrication and installation of new signs in coordination with removal of older signs, as necessary, and in coordination with the Public Works Department.

Consultant will establish maintenance specifications for cleaning, replacing and repairing

signage.

The design approach will include the following components:

- Presentation of at least 3 design options for the wayfinding system; reflecting the levels of wayfinding signage indicated in the report: vehicular directional signage, gateway signage, and bike and pedestrian signage.
- Design primary arrival gateway signs and secondary gateway signs.
- Design directional and wayfinding signage through the community prioritizing the Downtown, Finnie Flat and Pecan Lane Character Areas.
- Update vehicular wayfinding and signage consistent with federal, state, and local regulations, as applicable.
- Add bicycle signage layer to signage program.
- Provide analysis and recommendations of an interactive downtown kiosk program including print and digital kiosk platforms and design considerations.
- Provide an understanding of how smart technologies can be integrated into a wayfinding program. This includes recommendation for digital and potential future technologies and infrastructure to support them as well as estimates costs.

Award Terms

Only one (1) contractor will be selected for this RFP.

2. Scope of Work

2.1. Description of Services

The products, reports, and plans to be completed and delivered to the Town must result in an implemented functional and integrated system for the purpose of improving the tourism economy, enhancing business development, and ensuring accurate signage to Town and area assets are in place. Additionally, the project will address the critical efforts of place-marketing, wayfinding, and ongoing maintenance. The project will provide wayfinding for visitors throughout the entire community prioritizing the Downtown, Finnie Flat and Pecan Lane Character Areas as defined by the Town of Camp Verde's 2016 General Plan.

More specifically the consultant will be expected to address the following:

- **Place-marketing Effort:** Consultant will work with the Town and identified stakeholders to select typography, color, imagery, form, technology, and content. This effort should include the presentation of at least three themes/branding. The purpose will be to provide signage that visually communicates/encourages the visitor experience including guiding visitors to landmarks, amenities, facilities, and businesses.
- **Wayfinding Effort:** Consultant will work with Town staff to provide a set of templates including dimensions, color palette(s), font families, symbols, and layout to allow the system to expand successfully over time. These items will directly align with the items identified within the place-marketing efforts. The purpose will be to improve navigation for all modes of travel.
- Utilize specifications that will be brought to a level of detail that can be given directly to a manufacturer for physical fabrication and installation.

- Consultant will develop a statement of probable cost for fabrication and installation and work closely with Town staff to finalize sign locations, routing, messaging, materials, sizes, inclusion and count by type and function, in compliance federal and state guidelines where applicable.
- Consultant will make scheduling or phasing recommendations for fabrication and installation of new signs in coordination with removal of older signs, as necessary, and in coordination with the Public Works Department.
- Consultant will establish maintenance specifications for cleaning, replacing, and repairing signage.

2.2 Requirements

The Proposal shall contain all of the following:

Task #1: Review and Confirm Project Goals, Management, and Concepts/Schedule.

- Identify and review goals, schedule, scope of work, and expected deliverables.
- Determine scope and frequency of coordinating conference calls between consultant, Town, and the project staff to discuss project progress.
- Determine scope and frequency of progress reports and invoices to be prepared by the consultant to keep the project on schedule.
- Task #1 Deliverables include:
 - Report detailing frequency and method of project progress reports, coordination of conference calls, and invoices.
 - Detailed timeline of project progress to be delivered to the Town, indicating dates of significant milestones including all public engagement.

Task #2: Review Existing Documentation

- Review the Town of Camp Verde 2016 General Plan and 2022 Five-Year Community and Economic Development Plan to better explain how signage and wayfinding mechanisms will enhance tourism and business development efforts.
- Task #2 Deliverables include:
- Summary of existing documents and studies reviewed.
- Description of how they will be incorporated into place-marketing and wayfinding signage strategy.
 - routes, major areas, points of interest, and destinations in and around the referenced character areas.
 - Identify the types of signage that will best serve the referenced character areas' needs to include interactive map and event/seasonal banners.
- Consultant will analyze how digital technologies shall be incorporated into the overall wayfinding strategy (e.g. digital kiosks, digital signage...etc.).
- Task #4 Deliverables include:
 - Consultant will present findings of public input sessions and craft wayfinding mission based on site visit and public input.
 - Consultant will establish key focal points in the referenced character areas and

present a wayfinding plan that maximizes connectivity among places of interest.

- Present design reflecting all information gathered. Identified in “Task 5”.
- Consultant will provide recommendations for digital and potential future technologies to be incorporated into the wayfinding strategy and will identify infrastructure needed to support them.

Task #3: Themes

- Consultant will present at least three (3) themes (including typography, color, imagery, form, technology, and content).
- Consultant will present the themes to designated departments and stakeholders for feedback.
- Task 3 deliverables:
 - Description of the received feedback and how it will be incorporated into the refinement of the place-marketing component.
 - Final refinement of place-marketing component with associated imagery, use guidelines, etc.

Task #4: Wayfinding Strategy

- Consultant will conduct a site audit of the project area to document existing conditions including, but not limited to boundaries, connections, travel paths, decision points, existing signage, and wayfinding challenges. This includes signage both on SR 260 as well as Town-owned/managed roads.
- Based on site analysis, existing documents (i.e. past studies and renderings), best practices, and input from the public and Town of Camp Verde, the consultant will identify sites, signage types, and signage locations that best meet the goals of the project. The wayfinding strategy should be a comprehensive place-marketing and signage system and should address the following areas:
 - Define the wayfinding system’s goal and mission.
 - Identify gateways, districts (business, historic, waterfront, etc.), primary routes, major areas, points of interest, and destinations in and-around Camp Verde.
 - Identify the types of signage that will best serve the Town’s needs to include a potential interactive map and event/seasonal banners.
- Consultant will analyze how digital technologies shall be incorporated into the overall wayfinding strategy (e.g. digital kiosks, digital signage...etc.).
- Task #4 Deliverables include:
 - Consultant will present findings of public input sessions and craft wayfinding mission based on site visit and public input.
 - Consultant will establish key focal points and present a wayfinding plan that maximizes connectivity among places of interest.
 - Present design reflecting all information gathered. Identified in “Task 5”.
 - Consultant will provide recommendations for digital and potential future technologies to be incorporated into the wayfinding strategy and will identify infrastructure needed to support them.

Task #5: Preliminary Design

- The consultant shall produce preliminary designs for each of the signage types identified in the Wayfinding Strategy. Design information shall include graphic layout, message,

- fonts, size, suggested materials, and placement/location within the community.
- Prepare preliminary cost estimates based on design, materials, fabrication, and installation.
- Task #5 Deliverables include:
 - Consultant will present a comprehensive plan for placement of wayfinding.
 - Consultant will demonstrate connectivity of points of interest in the placement of signage, but and continuity of tourism efforts.
 - Consultant will present designs that incorporates the Town’s focal points.

Task #6: Engagement

- The consultant will gather input and identify concerns regarding the preliminary signage and wayfinding mechanisms designed.
 - The consultant must outline the method and scope of public engagement to achieve the above goal.
- The consultant will wait to receive confirmation of consensus on design from Town and project staff before proceeding to the next task.
- Task #6 Deliverables include:
 - Consultant will take additional information gathered and will identify what final edits will be made to the plan prior to delivering the final project to the Town for approval (Identified in “Task 7”).
 - Consultant may be required to present at a potential of three (3) Town Council meetings.

Task #7: Final Design

- Prepare a wayfinding plan that clearly outlines the locations for each sign type. Locations shall be in compliance with the Town codes as well as ADOT standards.
- Prepare final design specifications for each sign type, including various options for materials and fabrication.
- Final cost estimates for each sign type based on materials and fabrication.
- Maintenance specifications and guidelines for cleaning, replacing, and repairing signage.
- Task #7 Deliverables:
 - Consultant will develop plan for signage location, production, implementation & timeline and installation and propose budget for wayfinding signage project.
 - Consultant will develop plan for maintenance and need for update in future years (i.e. new points of interest, businesses).

Task #8: Obtain Necessary Permits

- The consultant shall identify, prepare, and obtain the necessary applications, municipal agreements, or permits/approvals from the appropriate federal, state, and local agencies for the installation of signage, as necessary.
- Task #8 Deliverables:
 - Finalized applications, agreements, or permits/approvals for installation of signage.

Task #9: Fabrication and Installation of Signage

- Based on Town and State approved final designs, the consultant shall fabricate and install all wayfinding signage, historical and art installations, as well as gateway signage identified in Wayfinding Strategy.

- Consultant shall fabricate seasonal and event-specific banners.
- Task #9 Deliverables:
 - Photos of all installed wayfinding signage, historical and arts installations, and gateway signage.
 - Photos of fabricated seasonal and event-specific banners.

Consultants will be required to complete the scope of work outlined in this RFP. If, based on their knowledge and experience, the consultant believes the required scope of work should be changed in any way; the suggested changes should be outlined in their response.

3. Proposal Content and Submittal

3.1. Submittal Checklist

As part of the RFP process, all Proposers are to review, complete, and submit the following proposal components and compliance documents **IN ORDER FOR THE PROPOSAL TO BE RESPONSIVE. FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING DECLARED NON-RESPONSIVE AND REJECTED.**

Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed. The Town reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process. Proposals **MUST** include the following components and compliance documents listed in the checklist.

1. **COVER LETTER** Include a one-page cover letter that contains a general statement of the purpose for submission, and the following detailed company information:
 - a. **BUSINESS ORGANIZATION** State the full name and address of your organization, and if applicable, any branch office or other subordinate element that will perform or assist in performing the work. Indicate whether you operate as an individual, partnership or corporation; if a corporation, indicate the state in which you are incorporated. Include email addresses and phone numbers for all key personnel.
 - b. **AUTHORIZED NEGOTIATIONS** Include the names, email addresses and phone numbers of personnel of your organization authorized to negotiate the proposed contract with the Issuing Office.
2. **PROPOSAL NARRATIVE** Include responses to all questions and components outlined below in a proposal narrative. Proposers shall complete the fillable **“RESPONSE WORKBOOK”** attachment and submit as their proposal. The response workbook is an attachment to the RFP. Please supplement your **WORKBOOK** responses with designs and work samples in a separate attachment. Total RFP submission shall be limited to 50 pages.
3. **COST PROPOSAL:** Complete the cost and staffing proposal found in the fillable **“RESPONSE WORKBOOK.”**
4. **REQUIRED COMPLIANCE DOCUMENTS:** Complete the required compliance forms and documents listed in the checklist below and found in the fillable **“RESPONSE**

WORKBOOK.”

All of the Proposal Documents apply to and become a part of the terms and conditions of the proposal.

PROPOSAL CHECKLIST	
Follow this sequence in presenting a proposal, with the checklist as the Table of Contents. Proposals must be ordered as indicated on this form. All of the Proposal Documents apply to and become a part of the terms and conditions of the proposal.	
	Page #
PROPOSAL SUBMITTAL	
The proposal prices offered have been reviewed.	
Proposal Package/Envelope has been identified with proposal number and title.	
The Agreement Time and/or schedules have been included.	
The proposal is submitted by the time specified above	
Any addendums have been included/noted in Offer Section.	
PROPOSAL DOCUMENTS	
One-page Cover Letter (on company letterhead)	Response workbook
Table of Contents/Proposal Checklist	Response workbook
Proposal Narrative- FIRM OVERVIEW	Response workbook
Proposal Narrative- FIRM EXPERIENCE	Response workbook
Proposal Narrative- PROJECT TEAM	Response workbook
Proposal Narrative- PROJECT APPROACH	Response workbook
Proposal Narrative- PRICE:	Response workbook
REQUIRED RFP COMPLIANCE DOCUMENTS	
Addendum Acknowledgement	Response workbook
Authorized Signature Form	Response workbook
Proposal Form (Proposals not signed in this section will not be considered)	Response workbook

3.2.Submittal Instructions

3.2.1 Format.

Proposers shall email their proposal to Martin on or before 2:00pm (AZ TIME) **December 29, 2022.**

Any bid received after the time specified will be returned rejected. It is the bidder’s responsibility to assure proposal are received via email by Martin Smith (martin.smith@campverde.az.gov) on or before the specified time. The email must be clearly marked with the bidder’s name and the title “Camp Verde Wayfinding”.

3.2.2 No Modifications.

Modifications shall not be permitted after proposals have been opened except as otherwise provided under applicable law.

3.3.Requirements for Proposers

3.3.1. **Town's Right to Reject Proposals:** The Town of Camp Verde reserves the right to reject any and all proposals and to waive technicalities.

3.3.2. **Late Proposals:** Late submittals will not be considered under any circumstances. It is the sole responsibility of the Proposer to see that his/her

proposal is emailed and received by the proper time and at the proper place.

- 3.3.3. **Proposal Amendment or Withdrawal:** A proposal may be withdrawn any time before the proposal due date and time. A Proposal may not be amended or withdrawn after the proposal due date and time except as otherwise provided by applicable law.
- 3.3.4. **Public Record:** All proposals submitted in response to this solicitation and all evaluation related records shall become property of the Town of Camp Verde and shall become a matter of public record for review, subsequent to proposal opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to the Town of Camp Verde in proposals submitted, and the information sought to be protected clearly marked as proprietary. The Town of Camp Verde will not ensure confidentiality of any portion of the proposal that is submitted in the event that a public record request is made. The Town of Camp Verde will provide 48 hours notice before releasing materials identified by the Proposal as confidential or proprietary in order for the Proposer to apply for a court order blocking the release of the information.
- 3.3.5. **Solicitation Transparency Policy:** Beginning on the date this Solicitation is issued and continuing until either the date a contract is awarded or this Solicitation is withdrawn by the Town of Camp Verde, all persons or entities who respond or intend to respond to this Solicitation, including without limitation their employees, agents, representatives, partners, subcontractors, consultants, joint venturers, members, lobbyists, or attorneys (collectively, "Proposers"), shall only discuss matters associated with this Solicitation with the Procurement Officer designated in this Solicitation and shall not have any direct or indirect contact about this Solicitation with any other Town staff or Town official, including, without limitation, members of the evaluation panel, the Town Manager, Deputy Town Managers, the Mayor, or any member of the Camp Verde Town Council. As long as the subject matter of the Solicitation is not discussed, Proposers may continue to conduct business with the Town of Camp Verde.
- 3.3.6. **Persons with Disabilities:** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town of Camp Verde CIP Project Manager, Martin Smith. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 3.3.7. **Proposal Acceptance Period:** All proposals shall remain open for 180 days after the day of the opening of proposals, but the Town of Camp Verde may, at its sole discretion, release any proposal and return the proposal security (as applicable) prior to that date. No Proposer may withdraw his proposal during this period without written permission from the Town of Camp Verde. Should any Proposer refuse to enter into an Agreement, under the terms and conditions of the procurement, the Town of Camp Verde may retain the security (as applicable), not

as a penalty, but as liquidated damages.

- 3.3.8. **Clarifications.** The Town of Camp Verde reserves the right to obtain Proposer clarifications where necessary to arrive at full and complete understanding of Proposer's product, service, and/or solicitation response. Clarification means a communication with a Proposer for the sole purpose of eliminating ambiguities in the proposal and does not give Proposer an opportunity to revise or modify its proposal.
- 3.3.9. **Waiver and Rejection Rights.** The Town of Camp Verde reserves the right to reject any or all proposals or to cancel the solicitation altogether, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received.
- 3.3.10. **Solicitation Addendum Acknowledgement.** Each Solicitation Addendum shall be acknowledged in the Proposal Section, which shall be submitted together with the proposal on the proposal due date and time. Failure to note a Solicitation Addendum may result in rejection of the proposal.
- 3.3.11. **Evidence of Intent to be Bound.** The proposal form within the Solicitation shall be submitted with the proposal and shall include a signature by a person authorized to sign the proposal. The signature shall signify the Proposer's intent to be bound by its proposal and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the proposal.
- 3.3.12. **Non-Collusion and Non-Discrimination.** By signing and submitting the proposal, the Proposer certifies that: the Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submittal of its proposal; and the Proposer certifies that it does not discriminate against any employee or applicant for employment based on race, color, age, sex, religious or political affiliation, sexual orientation, gender identity, family status, marital status, national or ethnic origin, or mental or physical disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.
- 3.3.13. **Inquiries**
- 3.3.13.1. **Duty to Examine.** It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its proposal for accuracy before submitting the proposal. Lack of care in preparing a proposal shall not be grounds for modifying or withdrawing the proposal after the proposal due date and time, nor shall it give rise to any Contractor claim.
- 3.3.13.2. **No Right to Rely on Verbal Responses.** A proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

4. Evaluation and Award

4.1. Evaluation Criteria

General Evaluation Standards

The Town of Camp Verde seeks to obtain the services described in the Scope of Work. The Town of Camp Verde will evaluate proposals on the selection criteria set forth below. The Town of Camp Verde will be the sole judge of whether the services offered are acceptable. Proposals from individuals who have provided inadequate services to municipalities in the past, or proposals offering services proven unsatisfactory in the Town's sole judgment may be rejected and not considered.

The Town of Camp Verde reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so.

A Proposer (including each of its principals) who is lawfully prohibited from any public procurement activity may have its proposal rejected.

RFP Evaluation Criteria

FIRM OVERVIEW (5%)

- Office location
- Length of time in business
- Total number of employees and number of local employees
- Names of principals, their disciplines, and Arizona registration.
- Services provided by the firm
- Experience in providing similar services within the last three (3) years
- Three (3) references
- Email and Phone Contract information for persons(s) submitting the Proposal (preferably the designated project manager who will serve as the firms' primary contact person for the Proposal)

FIRM EXPERIENCE (25%)

Provide a minimum of three (3) relevant examples of other wayfinding, and/or placemarketing projects your team has completed.

Include brief description of services provided by the project team that directly relate to this contract.

- Project Name
- Location
- Client Name and Phone Number
- Budget
- Completion Date

- Indicate whether the project was completed on schedule and within budget
- Indicate any challenges encountered and subsequent solutions

PROJECT TEAM (30%)

List those individuals who will complete the work for this project. Provide the following information for each team member:

- Team assignment
- General qualifications
- Any project experience directly relevant to this Contract while with this firm
- Indicate workload and certify that no team members will be substituted without prior approval from the Town of Camp Verde.

List any firms that will act as subcontractors to your firm. Provide information regarding prior projects on which the proposed subcontractors have worked with your firm.

PROJECT APPROACH (35%)

The Town recognizes that there are different approaches that can lead to the desired outcomes that have been noted in this RFP. Respondents shall demonstrate the understanding of the Services and the steps they will undertake to accomplish the scope of work. (Note, during contract negotiation, the Town reserves the right to modify the above-mentioned scope of services and tasks/task order based on project approaches that may be recommended by respondents).

Discuss the firm's unique ability, if any, to professionally deliver wayfinding, character development (in the form of typography, color and imagery creation) or placemarketing services.

In your approach, outline:

- Any modifications you would suggest to the tasks and/or their suggested order
- Your approach to performing the tasks and include the timeline for each task to be completed
- How you tackle a comprehensive wayfinding strategy that includes both digital and static signage
- Your approach to the placemarketing efforts and how/when/plan to engage the community
- Your approach to gaining staff, stakeholder, and public consensus on placemarketing and wayfinding signage design
- Methods your firm proposes to use to manage the project and communicate with Town staff, referenced character areas, stakeholders, and the public
- Methods your firm proposes to gather input and conduct public meetings
- Data the consultant expects the Town of Camp Verde to provide
- Any risks and strategies to mitigate them

PRICE (5%)

- Please include a price proposal for this project.
- Identify if your price proposal includes design (Tasks #1-8) and fabrication of signage (Task #9) or design only (Tasks #1-8).

4.2. Selection Process, Award, and Protest Procedures

4.2.1. Award

Contractor award shall be made to the offer deemed most advantageous to the Town, based upon the evaluation criteria listed above, and that meets the minimum requirements and criteria set forth in this RFP solicitation.

4.2.2. Evaluation of Competitive Sealed Offers

The Town will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

Best and Final Offer (BAFO):

A BAFO is an option available for negotiations. Each Proposer in the Competitive Range, which is determined in the Town's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.

If a Proposer's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The Town will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The Town will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the Town will then perform final scoring and prepare final rankings.

The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the Town based on the evaluation criteria.

The Town reserves the right to make an award to a Proposer whose Offer is the highest rated, best value, and most advantageous to the Town based on the evaluation criteria, without conducting written or oral discussions with any Proposer, without negotiations, and without soliciting BAFOs.

Detailed Evaluation of offers and determination of competitive range:

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Proposers' rankings and which Offers are within the Competitive Range, when appropriate.

4.2.3. Offers Not Within Competitive Range

The Town may notify Proposers of Offers that the Town determined are not in the

Competitive Range.

Discussions with Proposers in the Competitive Range:

1. The Town will notify each Proposer whose Offer is in the Competitive Range or make the 'short list' and provide in writing any questions or requests for clarification to the Proposer. Each Proposer so notified may be interviewed by the Town and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Proposers in the competitive range may be required to provide a demonstration of their product.
2. Demonstrations - Proposers in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the Town of Camp Verde. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The Town may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).
3. If an Offer in the Competitive Range contains conditions, exceptions, reservations, or understandings to or about any Contract or Solicitation requirement, the Town may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the Town in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the Town may instruct any Proposer to remove the conditions, exceptions, reservations or understandings. If the Proposer fails to do so, the Town may determine the Offer is nonresponsive, and the Town may revoke its determination that the Offer is in the Competitive Range.
4. To the fullest extent permitted by law, the Town will not provide any information, financial or otherwise, to any Proposer about other Offers received in response to this solicitation. During discussions with Proposers in the Competitive Range, the Town will not give Proposers specific prices or specific financial requirements that Proposers must meet to qualify for further consideration. The Town may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Proposers will not be told of their relative rankings before Contract award.

4.2.4. Disqualification

If the firm, business, or person submitting this proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Proposer shall fully explain the circumstances relating to the preclusion or proposed preclusion in the

proposal. The Proposer shall include a letter with its proposal setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

Any or all proposals will be rejected if there is any reason for believing that collusion exists among the Proposers, and participants in such collusion will not be considered in future proposals for the same work.

5. Solicitation Terms and Conditions

GENERAL CONDITIONS

If funds for this Agreement are not appropriated or budgeted by **December 31, 2023**, the Town of Camp Verde may terminate this Agreement by giving written notice to Contractor. Otherwise, The Agreement commences upon execution of the Agreement. Services shall not commence until issuance of a Notice to Proceed or Purchase Order by the Town of Camp Verde. All services shall be completed by December 31, 2024. Any intermediate deadlines or milestones are set forth in Exhibit C.

Protests: An interested party may protest a solicitation by filing a protest in writing to the purchasing officer not fewer than five days before the closing date and time of the solicitation. An unsuccessful Proposer or Bidder may protest a determination of nonresponsiveness or nonresponsibility by the Town by filing a protest in writing with the purchasing office not more than five days after issuance of notice of such determination by the Town. An unsuccessful Proposer or Bidder may protest a contract award by filing a protest in writing with the purchasing office not more than five days after issuance of a notice of apparent low responsive and responsible Bidder, or a notice of intent to award. The protest shall include the following information: (1) The name, address, and telephone number of the protester; (2) Identification of the contracting activity and the number of the solicitation; (3) The signature of the protester or its authorized representative; (4) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) The specific relief requested.

Notwithstanding the foregoing, Proposers may discuss this Solicitation with the Mayor or a member of the Camp Verde Town Council, provided such meetings are scheduled through the Procurement Officer listed on this Solicitation, conducted in person at 473 S. Main Street, Suite 106, Camp Verde, Arizona 86322, and are posted as open meetings by the Town Clerk at least twenty-four (24) hours prior to the scheduled meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

This policy is intended to create a level playing field for all Proposers, assure that contracts are awarded in public, and protect the integrity of the selection process. **Proposers who violate this policy shall be disqualified from participating in this Solicitation.**



Town of Camp Verde Wayfinding and Place Marketing Response Workbook RFP #23-184

Proposer is to complete this Response Workbook and submit as their response to this RFP.

Proposer Name: (Proposer to include response here)

Proposer Address: (Proposer to include response here)

REQUIRED RESPONSES:

Proposer's answers to the following questions will comprise the Proposer's response to this RFP. It should be noted that all attachments or exhibits prepared by the Town and referenced herein are incorporated by reference into the Proposer's response and shall be included in a final contract with the successful Proposer. Information prepared by the Proposer and submitted with their proposal *may* be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. FIRM OVERVIEW

- Office location
- Length of time in business
- Total number of employees and number of local employees
- Names of principals, their disciplines, and Arizona registration.
- Services provided by the firm
- Experience in providing similar services within the last three (3) years
- Three (3) references
- Email and Phone Contract information for persons(s) submitting the Proposal (preferably the designated project manager who will serve as the firms' primary contact person for the Proposal)

(Proposer to include response here)

2. FIRM EXPERIENCE

Provide a minimum of three (3) relevant examples of other wayfinding, and/or placemarketing projects your team has completed.

Include brief description of services provided by the project team that directly relate to this contract.

- Project Name
- Location
- Client Name and Phone Number
- Budget
- Completion Date
- Indicate whether the project was completed on schedule and within budget
- Indicate any challenges encountered and subsequent solutions

(Proposer to include response here)

3. PROJECT TEAM

List those individuals who will complete the work for this project. Provide the following information for each team member:

- Team assignment
- General qualifications
- Any project experience directly relevant to this Contract while with this firm
- Indicate workload and certify that no team members will be substituted without prior approval from the Town of Camp Verde.

List any firms that will act as subcontractors to your firm. Provide information regarding prior projects on which the proposed subcontractors have worked with your firm.

(Proposer to include response here)

4. PROJECT APPROACH

The Town recognizes that there are different approaches that can lead to the desired outcomes that have been noted in this RFP. Respondents shall demonstrate the understanding of the Services and the steps they will undertake to accomplish the scope of work. (Note, during contract negotiation, the Town reserves the right to modify the above-mentioned scope of services and tasks/task order based on project approaches that may be recommended by respondents).

Discuss the firm's unique ability, if any, to professionally deliver wayfinding, character development (in the form of typography, color and imagery creation) or placemarketing services.

In your approach, outline:

- Any modifications you would suggest to the tasks and/or their suggested order
- Your approach to performing the tasks and include the timeline for each task to be completed
- How you tackle a comprehensive wayfinding strategy that includes both digital and static signage
- Your approach to the placemarketing efforts and how/when/plan to engage the community
- Your approach to gaining staff, stakeholder and public consensus on placemarketing and wayfinding signage design
- Methods your firm proposes to use to manage the project and communicate with Town staff, Downtown District stakeholders and the public
- Methods your firm proposes to gather input and conduct public meetings
- Data the consultant expects the Town of Camp Verde to provide
- Any risks and strategies to mitigate them

(Proposer to include response here)

5. PRICE

- Please include a price proposal for this project.
- Identify if your price proposal includes design (Tasks #1-8) and fabrication (Task #9) of signage or design only (Tasks #1-8).

(Proposer to include response here)

ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

Attach addendum response(s) and acknowledgement(s) here.

(Proposer to include response here)

CONFLICT OF INTEREST STATEMENT:

If Proposer indicated they have a conflict of interest on the Offer Sheet, Proposer must provide details here.

(Proposer to include response here)

One-page Cover Letter (on company letterhead)

(Proposer to include response here)

REFERENCES FORM: List a minimum of three (3) customers on the fillable form below, **excluding the Town of Camp Verde (if applicable)**, for whom your company has provided services of a similar size & scope as described in this Request for Proposal, during the past three (3) years. Include the length of any contracts listed. Proposers may make multiple copies of this document as needed. These references may be used to assess the qualifications of Proposers under consideration for final award. This information may or may not be a determining factor in the award.

Reference 1:

(Enter Company Name)	(Enter Company Address) (Enter Company Street Address) (Enter City, State, Zipcode)
(Enter Contact Name)	(Enter Contact Phone Number)
(Enter Contact Email Address)	(Enter Date of Services)
Provide a brief summary of Services provided: (Describe Services Here:)	

Reference 2:

(Enter Company Name)	(Enter Company Address) (Enter Company Street Address) (Enter City, State, Zipcode)
(Enter Contact Name)	(Enter Contact Phone Number)
(Enter Contact Email Address)	(Enter Date of Services)
Provide a brief summary of Services provided: (Describe Services Here:)	

Reference 3:

(Enter Company Name)	(Enter Company Address) (Enter Company Street Address) (Enter City, State, Zipcode)
(Enter Contact Name)	(Enter Contact Phone Number)
(Enter Contact Email Address)	(Enter Date of Services)
Provide a brief summary of Services provided: (Describe Services Here:)	

Attachments and Required Forms

PROPOSAL FORM

Proposal Form: For the proposal opening **December 29,2022** for services.

Covenant Clause: It is expressly agreed by Proposer that these covenants are irrevocable and perpetual.

Conditions Accepted: The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents carefully, and that this proposal is made with full knowledge of the kind, quality and quantity of services to be furnished by signing this proposal. Proposer agrees to all conditions contained in the Proposal Documents.

Agreement Acceptance: Proposer proposes and agrees that if this proposal is accepted, he or she will enter into an Agreement with the Town of Camp Verde within ten (10) days after the Town's acceptance of this proposal at the listed scheduled price.

Affidavit: The following affidavit is submitted by the Proposer as part of this proposal:

The State of Arizona)
)
Yavapai County)

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

That he/she has lawful authority to execute the within and foregoing proposal; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the Proposers, the parceling out to any Proposer or any other person of any part of the Agreement or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he/she has not and will not divulge the sealed proposal to any other person whatsoever, except those having a partnership or financial interest with him and said Proposer, until after the sealed proposal or proposals are open.

That Proposer has received and reviewed all Addenda Nos. _____ issued for this Proposal. (Proposer's failure to list all Addenda numbers issued shall be grounds for rejection of the Proposal).

Name Title

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 2024,
by _____.

Notary Public My Commission Expires:

TOWN OF CAMP VERDE, ARIZONA

AUTHORIZED SIGNATURE FORM

Camp Verde Agreement Number: 23-184

Contractor Name: _____

WHEREAS, the Town of Camp Verde requires that Contractor execute documents necessary for the prompt and efficient execution of the business related to the AGREEMENT;

NOW, THEREFORE, on behalf of the Contractor, I hereby declare that

(Name of Parties Authorized)

is/are authorized to execute and sign on behalf of said Contractor the following documents:

- | | |
|------------------|--------------------------------|
| 1. The AGREEMENT | 5. CHANGE ORDERS |
| 2. The Bond | 6. All other papers necessary |
| 3. Payrolls | for the conduct of the |
| 4. Claims | corporation's affairs and |
| | the execution of the AGREEMENT |

The above-named person is granted the authority and duties herein referenced for the duration of the AGREEMENT for this PROJECT or until express notice of revocation has been duly given in writing, whichever is the lesser period. In the event Contractor is governed by a Board of Directors, a copy of the Resolution of the Board granting authority to said person(s) is attached hereto, and I hereby verify that such Resolution remains in full force and effect.

Name

Title

(Seal of Corporation)

STATE OF _____)

) ss.

County of _____)

I, _____ of the _____

corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, at a meeting of said Board held on the _____ day of _____, 2024, and that the same is in full force and effect at this time.

[Page intentionally left blank]



Agenda Item Submission Form – Section I

Meeting Date:

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

Requesting Department: Public Works

Staff Resource/Contact Person: Martin Smith, CIP Project Manager and Troy Odell, Town Engineer

Agenda Title (be exact): Discussion, Consideration, and Possible Award of Job Order Contract to Combs Construction, Earth Resources Corporation, Fann Contracting, Fann Environmental, Kinney Construction Services, Ligon Excavation, McDonald Bros. Construction, Mulcaire & Son Contracting, and Tierra Verde Builders.

List Attached Documents: JOC contract, Contractor scoring results

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 15 minutes

Reviews and comments Completed by:

Town Manager: Gayle Mabery Department Head: Ken Krebs

Town Attorney Comments: _____

Risk Management: _____

Finance Department
Fiscal Impact: _____
Budget Code: N/A **Amount Remaining:** N/A
Comments: _____

Background Information: A Job Order Contract (JOC) is an indefinite-delivery, indefinite-quantity contract and an alternative contracting method to fulfill repair, maintenance, and minor construction requirements on a variety of different types of projects. The Town’s previous Job Order Contractor program expired on January 1, 2023 and was not renewed. This requires staff to perform formal solicitations for construction services regardless of a project’s size. Staff was directed by Council to secure a new selection of JOC contractors. In October staff published a solicitation for RFQ’s of contractors interested in the Town’s JOC program. Staff received nine responses from interested contractors. A committee of six Town employees and a retired contractor was formed to evaluate and score each contractor’s submittal. Scoring was performed by evaluating how well each contractor met the requested criteria, individual experience with that contractor, and their suitability for the JOC program. The final scoring showed that all contractors scored well. It was the committee’s unanimous opinion that all of the contractors were well suited for the Town’s JOC program. The solicitation documents stated that the Town would select three to five contractors for the JOC program; However, after reviewing the scoring and considering what each contractor has to offer Staff

feels that it is in the best interest of the Town to select all nine contractors. A copy of all contractor submittals is available for review at the Public Works facility.

Recommended Action (Motion): *Move to award a Job Order Contract to Combs Construction, Earth Resources Corporation, Fann Contracting, Fann Environmental, Kinney Construction Services, Ligon Excavation, McDonald Bros. Construction, Mulcaire & Son Contracting, and Tierra Verde Builders.*

Instructions to the Clerk:



Town of Camp Verde

Gateway to the Verde Valley

◆ 395 S. Main Street ◆ Camp Verde, Arizona 86322 ◆

◆ Telephone: 928.554.0872 ◆ www.campverde.az.gov ◆

JOC Applicant Scoring By Selection Committee

(Maximum 700 points possible)

Contractor	Final Score
Kinney Construction Services	652
Earth Resources Corp.	628
McDonald Bros. Construction	624
Mulcaire & Son Contracting	603
Fann Contracting	594
Combs Construction	590
Fann Environmental	579
Ligon Excavation	579
Tierra Verde Builders	575

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of December, 2023, by and between the Town of Camp Verde, a Municipal Corporation organized and existing under the laws of the State of Arizona, hereinafter called the "TOWN", and **Combs Construction Company, Inc.** of the Town/City of Phoenix, County of Maricopa, and State of Arizona hereinafter called the "Contractor".

WITNESSETH: That the Contractor and the TOWN, in consideration of the mutual covenants herein contained, agree as follows:

Contract Name: JOB ORDER CONTRACT (JOC) FOR Agreement Number: 23-180

Description: STREETS, STORMWATER, WASTEWATER, WATER, AND FACILITIES MAINTENANCE AND CONSTRUCTION services for the Town of Camp Verde at various locations, including, TOWN FACILITIES AND GROUNDS, TOWN RIGHTS OF WAY, EASEMENTS, the TOWN WASTEWATER PLANT service areas

Term: Two (2) years with three (3) additional one-year renewal options

1. Notice to Proceed, Completion Time, and Liquidated Damages

- A. It is agreed that the TOWN will issue a separate Notice to Proceed for each Individual Job Order under this Agreement.
- B. The Contractor agrees that the Work shall be prosecuted promptly, regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly agreed that the time for completion given for each Individual Job Order is a reasonable time, considering average climatic conditions and usual industrial conditions prevailing in the Camp Verde area.
- C. Liquidated Damages. Completion times will be specified in the Notice to Proceed given for the Individual Job Order. Liquidated Damages (if applicable) will be detailed within each Individual Job Order. Applicable liquidated damages shall be assessed for each day the Work remains incomplete after the scheduled completion date. This amount is agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages the TOWN will sustain on account of late completion.

2. Miscellaneous

- A. **Guarantee.** The Contractor shall guarantee all work under any Individual Job Order and this Agreement against defects of material and workmanship for a minimum of two years from the date of Final Completion.
- B. **Assignment.** Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the TOWN.
- C. **Agreement Documents.** The following listed documents constitute the Agreement Documents and they are all as fully a part of this Agreement as if repeated herein:
 1. Any and all Amendments, Supplementary General Conditions and Special Requirements included herein
 2. Construction Services Agreement
 3. General Conditions for Construction
 4. Special Terms and Conditions
 5. Scope of Work, including any and all Standard, Special, Technical, and Supplementary Specifications included herein
 6. Request for Qualifications Solicitation #23-180
 7. Insurance Requirements

D. Precedence

In the event of any inconsistency between any of the terms of the documents enumerated above, such inconsistency shall be resolved by giving precedence to the terms of the above documents in the order listed. Anything in these Agreement documents to the contrary notwithstanding, the provisions of all pertinent general public laws of the State of Arizona in effect at the time of the execution of this

CONSTRUCTION SERVICES AGREEMENT

Agreement shall be a part of the Agreement between the parties and shall take precedence over all of the other Agreement documents.

IN WITNESS THEREOF, the parties hereto have executed three (3) identical counterpart copies of this Agreement on the date and year first written above, each of which copies shall for all purposes be deemed an original hereof.

TOWN OF CAMP VERDE

CONTRACTOR

Dee Jenkins, Mayor

By: _____

Title: _____

APPROVE AS TO FORM

ATTEST (If Corporation):

Trish Stuhan, Town Attorney

Secretary

ATTEST

SEAL

Virginia Jones, Town Clerk

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of December, 2023, by and between the Town of Camp Verde, a Municipal Corporation organized and existing under the laws of the State of Arizona, hereinafter called the "TOWN", and **Earth Resources Corporation** of the Town/City of Dewey, County of Yavapai, and State of Arizona hereinafter called the "Contractor".

WITNESSETH: That the Contractor and the TOWN, in consideration of the mutual covenants herein contained, agree as follows:

Contract Name: JOB ORDER CONTRACT (JOC) FOR Agreement Number: 23-180

Description: STREETS, STORMWATER, WASTEWATER, WATER, AND FACILITIES MAINTENANCE AND CONSTRUCTION services for the Town of Camp Verde at various locations, including, TOWN FACILITIES AND GROUNDS, TOWN RIGHTS OF WAY, EASEMENTS, the TOWN WASTEWATER PLANT service areas

Term: Two (2) years with three (3) additional one-year renewal options

1. Notice to Proceed, Completion Time, and Liquidated Damages

- A. It is agreed that the TOWN will issue a separate Notice to Proceed for each Individual Job Order under this Agreement.
- B. The Contractor agrees that the Work shall be prosecuted promptly, regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly agreed that the time for completion given for each Individual Job Order is a reasonable time, considering average climatic conditions and usual industrial conditions prevailing in the Camp Verde area.
- C. Liquidated Damages. Completion times will be specified in the Notice to Proceed given for the Individual Job Order. Liquidated Damages (if applicable) will be detailed within each Individual Job Order. Applicable liquidated damages shall be assessed for each day the Work remains incomplete after the scheduled completion date. This amount is agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages the TOWN will sustain on account of late completion.

2. Miscellaneous

- A. **Guarantee.** The Contractor shall guarantee all work under any Individual Job Order and this Agreement against defects of material and workmanship for a minimum of two years from the date of Final Completion.
- B. **Assignment.** Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the TOWN.
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TOWN OF CAMP VERDE

CONTRACTOR

Dee Jenkins, Mayor

By: _____

Title: _____

APPROVE AS TO FORM

ATTEST (If Corporation):

Trish Stuhan, Town Attorney

Secretary

ATTEST

SEAL

Virginia Jones, Town Clerk

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of December, 2023, by and between the Town of Camp Verde, a Municipal Corporation organized and existing under the laws of the State of Arizona, hereinafter called the "TOWN", and **Fann Contracting** of the Town/City of Prescott, County of Yavapai, and State of Arizona hereinafter called the "Contractor".

WITNESSETH: That the Contractor and the TOWN, in consideration of the mutual covenants herein contained, agree as follows:

Contract Name: JOB ORDER CONTRACT (JOC) FOR Agreement Number: 23-180

Description: STREETS, STORMWATER, WASTEWATER, WATER, AND FACILITIES MAINTENANCE AND CONSTRUCTION services for the Town of Camp Verde at various locations, including, TOWN FACILITIES AND GROUNDS, TOWN RIGHTS OF WAY, EASEMENTS, the TOWN WASTEWATER PLANT service areas

Term: Two (2) years with three (3) additional one-year renewal options

1. Notice to Proceed, Completion Time, and Liquidated Damages

- A. It is agreed that the TOWN will issue a separate Notice to Proceed for each Individual Job Order under this Agreement.
- B. The Contractor agrees that the Work shall be prosecuted promptly, regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly agreed that the time for completion given for each Individual Job Order is a reasonable time, considering average climatic conditions and usual industrial conditions prevailing in the Camp Verde area.
- C. Liquidated Damages. Completion times will be specified in the Notice to Proceed given for the Individual Job Order. Liquidated Damages (if applicable) will be detailed within each Individual Job Order. Applicable liquidated damages shall be assessed for each day the Work remains incomplete after the scheduled completion date. This amount is agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages the TOWN will sustain on account of late completion.

2. Miscellaneous

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TOWN OF CAMP VERDE

CONTRACTOR

Dee Jenkins, Mayor

By: _____

Title: _____

APPROVE AS TO FORM

ATTEST (If Corporation):

Trish Stuhan, Town Attorney

Secretary

ATTEST

SEAL

Virginia Jones, Town Clerk

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of December, 2023, by and between the Town of Camp Verde, a Municipal Corporation organized and existing under the laws of the State of Arizona, hereinafter called the "TOWN", and **Fann Environmental** of the Town/City of Prescott, County of Yavapai, and State of Arizona hereinafter called the "Contractor".

WITNESSETH: That the Contractor and the TOWN, in consideration of the mutual covenants herein contained, agree as follows:

Contract Name: JOB ORDER CONTRACT (JOC) FOR Agreement Number: 23-180

Description: STREETS, STORMWATER, WASTEWATER, WATER, AND FACILITIES MAINTENANCE AND CONSTRUCTION services for the Town of Camp Verde at various locations, including, TOWN FACILITIES AND GROUNDS, TOWN RIGHTS OF WAY, EASEMENTS, the TOWN WASTEWATER PLANT service areas

Term: Two (2) years with three (3) additional one-year renewal options

1. Notice to Proceed, Completion Time, and Liquidated Damages

- A. It is agreed that the TOWN will issue a separate Notice to Proceed for each Individual Job Order under this Agreement.
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2. Miscellaneous

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TOWN OF CAMP VERDE

CONTRACTOR

Dee Jenkins, Mayor

By: _____

Title: _____

APPROVE AS TO FORM

ATTEST (If Corporation):

Trish Stuhan, Town Attorney

Secretary

ATTEST

SEAL

Virginia Jones, Town Clerk

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of December, 2023, by and between the Town of Camp Verde, a Municipal Corporation organized and existing under the laws of the State of Arizona, hereinafter called the "TOWN", and **Kinney Construction Services, Inc.** of the Town/City of Flagstaff, County of Coconino, and State of Arizona hereinafter called the "Contractor".

WITNESSETH: That the Contractor and the TOWN, in consideration of the mutual covenants herein contained, agree as follows:

Contract Name: JOB ORDER CONTRACT (JOC) FOR Agreement Number: 23-180

Description: STREETS, STORMWATER, WASTEWATER, WATER, AND FACILITIES MAINTENANCE AND CONSTRUCTION services for the Town of Camp Verde at various locations, including, TOWN FACILITIES AND GROUNDS, TOWN RIGHTS OF WAY, EASEMENTS, the TOWN WASTEWATER PLANT service areas

Term: Two (2) years with three (3) additional one-year renewal options

1. Notice to Proceed, Completion Time, and Liquidated Damages

- A. It is agreed that the TOWN will issue a separate Notice to Proceed for each Individual Job Order under this Agreement.
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- C. Liquidated Damages. Completion times will be specified in the Notice to Proceed given for the Individual Job Order. Liquidated Damages (if applicable) will be detailed within each Individual Job Order. Applicable liquidated damages shall be assessed for each day the Work remains incomplete after the scheduled completion date. This amount is agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages the TOWN will sustain on account of late completion.

2. Miscellaneous

- A. **Guarantee.** The Contractor shall guarantee all work under any Individual Job Order and this Agreement against defects of material and workmanship for a minimum of two years from the date of Final Completion.
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CONSTRUCTION SERVICES AGREEMENT

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TOWN OF CAMP VERDE

CONTRACTOR

Dee Jenkins, Mayor

By: _____

Title: _____

APPROVE AS TO FORM

ATTEST (If Corporation):

Trish Stuhan, Town Attorney

Secretary

ATTEST

SEAL

Virginia Jones, Town Clerk

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of December, 2023, by and between the Town of Camp Verde, a Municipal Corporation organized and existing under the laws of the State of Arizona, hereinafter called the "TOWN", and **Ligon Excavation, Inc.** of the Town/City of Camp Verde, County of Yavapai, and State of Arizona hereinafter called the "Contractor".

WITNESSETH: That the Contractor and the TOWN, in consideration of the mutual covenants herein contained, agree as follows:

Contract Name: JOB ORDER CONTRACT (JOC) FOR Agreement Number: 23-180

Description: STREETS, STORMWATER, WASTEWATER, WATER, AND FACILITIES MAINTENANCE AND CONSTRUCTION services for the Town of Camp Verde at various locations, including, TOWN FACILITIES AND GROUNDS, TOWN RIGHTS OF WAY, EASEMENTS, the TOWN WASTEWATER PLANT service areas

Term: Two (2) years with three (3) additional one-year renewal options

1. Notice to Proceed, Completion Time, and Liquidated Damages

- A. It is agreed that the TOWN will issue a separate Notice to Proceed for each Individual Job Order under this Agreement.
- B. The Contractor agrees that the Work shall be prosecuted promptly, regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly agreed that the time for completion given for each Individual Job Order is a reasonable time, considering average climatic conditions and usual industrial conditions prevailing in the Camp Verde area.
- C. Liquidated Damages. Completion times will be specified in the Notice to Proceed given for the Individual Job Order. Liquidated Damages (if applicable) will be detailed within each Individual Job Order. Applicable liquidated damages shall be assessed for each day the Work remains incomplete after the scheduled completion date. This amount is agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages the TOWN will sustain on account of late completion.

2. Miscellaneous

- A. **Guarantee.** The Contractor shall guarantee all work under any Individual Job Order and this Agreement against defects of material and workmanship for a minimum of two years from the date of Final Completion.
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 7. Insurance Requirements

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TOWN OF CAMP VERDE

CONTRACTOR

Dee Jenkins, Mayor

By: _____

Title: _____

APPROVE AS TO FORM

ATTEST (If Corporation):

Trish Stuhan, Town Attorney

Secretary

ATTEST

SEAL

Virginia Jones, Town Clerk

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of December, 2023, by and between the Town of Camp Verde, a Municipal Corporation organized and existing under the laws of the State of Arizona, hereinafter called the "TOWN", and **McDonald Bros. Construction, Inc.** of the Town/City of Camp Verde, County of Yavapai, and State of Arizona hereinafter called the "Contractor".

WITNESSETH: That the Contractor and the TOWN, in consideration of the mutual covenants herein contained, agree as follows:

Contract Name: JOB ORDER CONTRACT (JOC) FOR Agreement Number: 23-180

Description: STREETS, STORMWATER, WASTEWATER, WATER, AND FACILITIES MAINTENANCE AND CONSTRUCTION services for the Town of Camp Verde at various locations, including, TOWN FACILITIES AND GROUNDS, TOWN RIGHTS OF WAY, EASEMENTS, the TOWN WASTEWATER PLANT service areas

Term: Two (2) years with three (3) additional one-year renewal options

1. Notice to Proceed, Completion Time, and Liquidated Damages

- A. It is agreed that the TOWN will issue a separate Notice to Proceed for each Individual Job Order under this Agreement.
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- C. Liquidated Damages. Completion times will be specified in the Notice to Proceed given for the Individual Job Order. Liquidated Damages (if applicable) will be detailed within each Individual Job Order. Applicable liquidated damages shall be assessed for each day the Work remains incomplete after the scheduled completion date. This amount is agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages the TOWN will sustain on account of late completion.

2. Miscellaneous

- A. **Guarantee.** The Contractor shall guarantee all work under any Individual Job Order and this Agreement against defects of material and workmanship for a minimum of two years from the date of Final Completion.
- B. **Assignment.** Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the TOWN.
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TOWN OF CAMP VERDE

CONTRACTOR

Dee Jenkins, Mayor

By: _____

Title: _____

APPROVE AS TO FORM

ATTEST (If Corporation):

Trish Stuhan, Town Attorney

Secretary

ATTEST

SEAL

Virginia Jones, Town Clerk

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of December, 2023, by and between the Town of Camp Verde, a Municipal Corporation organized and existing under the laws of the State of Arizona, hereinafter called the "TOWN", and **Mulcaire & Son Contracting, LLC** of the Town/City of Camp Verde, County of Yavapai, and State of Arizona hereinafter called the "Contractor".

WITNESSETH: That the Contractor and the TOWN, in consideration of the mutual covenants herein contained, agree as follows:

Contract Name: JOB ORDER CONTRACT (JOC) FOR Agreement Number: 23-180

Description: STREETS, STORMWATER, WASTEWATER, WATER, AND FACILITIES MAINTENANCE AND CONSTRUCTION services for the Town of Camp Verde at various locations, including, TOWN FACILITIES AND GROUNDS, TOWN RIGHTS OF WAY, EASEMENTS, the TOWN WASTEWATER PLANT service areas

Term: Two (2) years with three (3) additional one-year renewal options

1. Notice to Proceed, Completion Time, and Liquidated Damages

- A. It is agreed that the TOWN will issue a separate Notice to Proceed for each Individual Job Order under this Agreement.
- B. The Contractor agrees that the Work shall be prosecuted promptly, regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly agreed that the time for completion given for each Individual Job Order is a reasonable time, considering average climatic conditions and usual industrial conditions prevailing in the Camp Verde area.
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TOWN OF CAMP VERDE

CONTRACTOR

Dee Jenkins, Mayor

By: _____

Title: _____

APPROVE AS TO FORM

ATTEST (If Corporation):

Trish Stuhan, Town Attorney

Secretary

ATTEST

SEAL

Virginia Jones, Town Clerk

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of December, 2023, by and between the Town of Camp Verde, a Municipal Corporation organized and existing under the laws of the State of Arizona, hereinafter called the "TOWN", and **Tierra Verde Builders** of the Town/City of Camp Verde, County of Yavapai, and State of Arizona hereinafter called the "Contractor".

WITNESSETH: That the Contractor and the TOWN, in consideration of the mutual covenants herein contained, agree as follows:

Contract Name: JOB ORDER CONTRACT (JOC) FOR Agreement Number: 23-180

Description: STREETS, STORMWATER, WASTEWATER, WATER, AND FACILITIES MAINTENANCE AND CONSTRUCTION services for the Town of Camp Verde at various locations, including, TOWN FACILITIES AND GROUNDS, TOWN RIGHTS OF WAY, EASEMENTS, the TOWN WASTEWATER PLANT service areas

Term: Two (2) years with three (3) additional one-year renewal options

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TOWN OF CAMP VERDE

CONTRACTOR

Dee Jenkins, Mayor

By: _____

Title: _____

APPROVE AS TO FORM

ATTEST (If Corporation):

Trish Stuhan, Town Attorney

Secretary

ATTEST

SEAL

Virginia Jones, Town Clerk

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Agenda Item Submission Form – Section I

Meeting Date:

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

Requesting Department: Public Works

Staff Resource/Contact Person: Martin Smith, CIP Project Manager; Ken Krebbs, Public Works Director; Ben Bassous, Tierra Verde Builders

Agenda Title (be exact): Discussion, Consideration, and Possible direction to Staff to approve Change Order 20 requested by Tierra Verde Builders for the Camp Verde Sports Complex in the amount of \$28,531.70.

List Attached Documents: Tierra Verde Builders Change Order 20

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 15 minutes

Reviews and comments Completed by:

Town Manager: Gayle Mabery Department Head: Ken Krebbs

Town Attorney Comments: _____

Risk Management: _____

Finance Department
Fiscal Impact: _____
Budget Code: 04-800-20-804000 **Amount Remaining:** \$1,303,813.13
Comments: _____

Background Information: This Change Order is to address additional costs to complete the irrigation system at the Camp Verde Sports Complex. The irrigation system was originally designed to be operated with electricity. However, the sod was installed prior to the electrical service being installed so a decision was made to convert the controller and valve solenoids to battery power so that the irrigation was operational and able to preserve the newly installed sod. Now that electrical service is available, we need to convert the controller and valve solenoids back to electric and complete the remaining irrigation system. In addition to the labor and material costs this Change Order is requesting compensation for remobilization for the contractor and storage fees for parts the contractor has previously purchased, but not yet installed.

Recommended Action (Motion): Move to approve Change Order 20 requested by Tierra Verde Builders for the Camp Verde Sports Complex in the amount of \$28,531.70.

Instructions to the Clerk:



RESIDENTIAL AND COMMERCIAL CONTRACTOR
PO BOX 2898 CAMP VERDE, AZ 86322 (928) 567-2477
ROC#261021

Change Order

Project: Town of Camp Verde Sports Complex 1-B
1000 State Route 260
Camp Verde, AZ 86322

Change Order: CO-20
Date: 11/13/2023
Contract Date: 3/03/2020

To: Town of Camp Verde
395 S Main Street
Camp Verde, AZ 86322

Not valid until signed by Owner and Contractor

The Contract is to be changed as follows:

- Remobilization for Landscaper - \$2,000.00
- Labor to remove Hunter Nodes, Trace Wire Paths, Repair Damaged Wires, Dig out Valve boxes - \$13,917.27
- Storage Fees of controller, decoders, etc. - \$2,700.00
- Cost Increase/call back for Horizon and Baseline manufacturers rep to come back out to certify installation for warranty on controller - \$2,500.00
- Parts cost increase from original bid that have not been purchased yet - \$2,643.56
- Contractor mark-up - \$2,376.08
- Bonding @ 2.5% - \$653.42
- Sales Tax - \$1,741.37

Original Contract Sum: \$3,382,566.00

Net Change by this Change Order: \$28,531.70

New Contract Sum: \$TBD

Tierra Verde Builders
Contractor

Town of Camp Verde - Owner
Owner

Signed _____

Date _____



Agenda Item Submission Form – Section I

Meeting Date:

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

Requesting Department: Public Works

Staff Resource/Contact Person: Martin Smith, CIP Project Manager & Ken Krebs, Public Works Director

Agenda Title (be exact): Discussion, Consideration, and Possible approval of Joint Project Agreement with ADOT regarding the Finnie Flat & Montezuma Castle Highway Corridor Improvement Planning and Design Project

List Attached Documents: Joint Project Agreement

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 10 minutes

Reviews and comments Completed by:

Town Manager: Gayle Mabery Department Head: Ken Krebs

Town Attorney Comments: _____

Risk Management: _____

Finance Department
Fiscal Impact: _____
Budget Code: 08-480-20-804000 **Amount Remaining:** \$896,500
Comments: _____

Background Information: On March 17, 2023 the Town of Camp Verde was awarded an AZ SMART grant for the Finnie Flat Road and Montezuma Castle Highway Corridor Improvement Planning and Design project in the amount of \$896,500. The need for this project is to address roadway safety improvements and increase economic development in the project area. The grant will be administered by ADOT to ensure compliance with federal requirements and specifications and to assist Town staff as requested with routine questions / concerns. Approval of the JPA will allow ADOT to continue with the design consultant selection phase of the project.

Recommended Action (Motion): Move to approve the Joint Project Agreement with ADOT regarding the Finnie Flat Road and Montezuma Castle Highway Corridor Improvement Planning and Design project.

Instructions to the Clerk:

ADOT CAR No.: IGA 23-0009489-I
AG Contract No.: P0012023001757
Project Location/Name: Finnie Flat Rd &
Montezuma Castle Hwy
Type of Work: Corridor Improvements
Federal-aid No.: NA
ADOT Project No.: T0498 01D/03D
TIP/STIP No.: SMRT23-001D
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: AZ SMART

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF CAMP VERDE

THIS AGREEMENT (“Agreement”) is entered into this date _____, pursuant to the Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the TOWN OF CAMP VERDE, acting by and through its MAYOR and TOWN COUNCIL (the “Town” or “Local Agency”). The State and the Local Agency are each individually referred to as a “Party” are collectively referred to as the “Parties.”

I. RECITALS

1. The State is empowered by A.R.S. §§ 28-339 and 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. §§ 28-339 and 9-240 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The federal Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 (November 15, 2021), created multiple new federal grant programs for surface transportation purposes to be administered by the US Department of Transportation. IIJA is currently authorized through September 30, 2026. Congress may extend IIJA prior to passing a new long-term highway program authorization, and these extensions may extend the September 30, 2026 deadline.
4. The Arizona State Match Advantage for Rural Transportation funds (AZ SMART Funds) was established by the Arizona State Legislature in Laws 2022, Chapter 322 House Bill 2872 which became effective on September 24, 2022 to assist eligible cities, towns, counties and ADOT in applying for and winning Federal Grants for surface transportation projects.

5. The work proposed under this Agreement consists of design services for the beautification, widening, and resurfacing of Finnie Flat Road from Highway 260 to Main Street, Main Street from Finnie Flat Road to Turner Street, and Montezuma Castle Highway from Main Street to the Black Bridge, (the "Project"). The Project includes realignment of the tri-intersection of Finnie Flat Road, Main Street, and Montezuma Castle Highway, approximately 2.0 miles. The Local Agency has received funding through AZ SMART Fund for the design of the Project. The Project cost, shown in Exhibit A, is estimated at \$896,500.00, which includes AZ SMART Funds. The State will administer the design. The construction phase of the Project will be addressed in a separate agreement.
6. The interest of the State in this Project is for the use and benefit of the Local Agency pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project.
7. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. To perform their responsibilities consistent with this Agreement; any change or modification to the Local Agency's Project will only occur with the mutual written consent of both Parties.
 - b. To adhere to A.R.S. § 28-339.
 - c. The Local Agency was awarded Design and Other Engineering Services (DOES) funds from the AZ SMART Funds on April 21, 2023. The federal grant application for construction of the Project must be submitted by the Local Agency prior to the passage of a new long-term highway program authorization that succeeds the IIJA, which is currently authorized through September 30, 2026. Congress may extend IIJA prior to passing a new long-term highway program authorization, and these extensions may extend the September 30, 2026 deadline. Federal grant awards will require the execution of a federal grant agreement.
 - d. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project design amount is less than the initial estimate, the difference between the final Project design amount and the initial estimate will be de-obligated or otherwise released from the Project. Any remaining AZ SMART Funds will be returned to the State. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
2. The State will:

- a. Execute this Agreement, and if funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. If Project Development Administration ("PDA") costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to enable continuing PDA for the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs exceeding design. After the Project costs are finalized invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA and design.
 - c. Advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum AZ SMART Funds available it is understood and agreed that the Local Agency will be responsible for any overage.
 - d. On behalf of the Local Agency prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by the Federal Highway Administration ("FHWA") to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related oversight and stewardship activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.
3. The Local Agency will:
- a. Designate the State as the Local Agency's authorized agent for the Project.
 - b. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.
 - c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.
 - d. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by AZ SMART Funds. Should costs be deemed ineligible or exceed the maximum AZ SMART Funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
 - e. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project

area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.

- f. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).
- g. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- h. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
- i. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior right location for those utilities with prior rights.
- j. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- k. Submit an application to an appropriate federal discretionary grant program for the construction phase of the Project in accordance with section (II.1.c.) of this Agreement. Should the Local Agency no longer choose to pursue a federal grant for the construction phase of the Project, the Local Agency will be responsible for repaying all AZ SMART Fund expenditures for the Project. Payment for these costs shall be made within 30 days of receipt of an invoice from the State.

1. Provide periodic reports to ADOT regarding the status of the Project, federal grant application preparation and submission, federal grant agreement execution, and other Project or federal grant information as requested by ADOT.

III. MISCELLANEOUS PROVISIONS

1. **Effective Date.** This Agreement shall become effective upon signing and dating of all Parties.
2. **Amendments.** Any change or modification to this Agreement will only occur with the mutual written consent of both Parties.
3. **Duration.** The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.
4. **Cancellation.** This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. **Indemnification.** The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. **Liability.** ADOT assumes no liability or financial responsibility for AZ SMART Fund Projects or the information submitted by the Applicant. The Applicant is solely responsible for complying with all applicable laws, rules and regulations, for any additional funding required to complete the Project(s) and for any claims due to delays, change orders or any other circumstances.
7. **Federal Funding Accountability and Transparency Act.** The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated

2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

8. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
9. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
10. Records. The Applicant is required to retain all records related to AZ SMART Funds for a period of five years after the date of the final payment of AZ SMART Funds from ADOT.
11. Audit. All AZ SMART Fund Projects are subject to audit. The State may refer Projects to the State Auditor General or ADOT's Internal Audit unit in cases of suspected misuse of AZ SMART Funding.
12. Title VI. The Applicant acknowledges and will comply with Title VI of the Civil Rights Act of 1964.
13. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."
14. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
15. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
16. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
17. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
18. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
19. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

Town of Camp Verde
Attn: Martin Smith
395 S. Main Street
Camp Verde, AZ 86322
928.554.0822
Martin.smith@campverde.az.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

Town of Camp Verde
Attn: Martin Smith
395 S. Main Street
Camp Verde, AZ 86322
928.554.0822
Martin.smith@campverde.az.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

Town of Camp Verde
Attn: Martin Smith
395 S. Main Street
Camp Verde, AZ 86322
928.554.0822
Martin.smith@campverde.az.gov

20. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
21. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
22. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

TOWN OF CAMP VERDE

By _____ Date _____
DEE JENKINS
Mayor

ATTEST:

By _____ Date _____
VIRGINIA JONES
Town Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the Town of Camp Verde, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. §§ 28-339 and 9-240 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By _____ Date _____
Town Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____

PAUL PATANE

Multimodal Planning Division Director

A.G. Contract No. P0012023001757 (ADOT IGA 23-0009489), an Agreement between public agencies, the State of Arizona and the Town of Camp Verde, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. §§ 28-339 and 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____

Assistant Attorney General

EXHIBIT A

Cost Estimate

T0498 01D/03D

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost:

AZ SMART Funds \$30,000.00

Scoping/Design:

AZ SMART Funds \$866,500.00

Estimated TOTAL Project Cost **\$896,500.00**