

**TOWN OF CAMP VERDE**



**Public Works Department  
Request for Pavement Markings – 2010-2013  
Project No. 10-086**

**SOLICITATION INFORMATION AND SELECTION SCHEDULE**

Project Number: **10-086**

Project Title: **Pavement Markings 2010-2013**

Advertisement Date: **September 24, 26, 29 & October 1<sup>st</sup> – The Bugle & The Verde Independent; September 29<sup>th</sup> and October 6<sup>th</sup> – The Journal; [www.campverde.az.gov](http://www.campverde.az.gov)**

Final Date for Inquiries: **October 6, 2010**

Due Date & Time: **October 13<sup>th</sup> at 2:30 p.m.**

Target Award Date: **October 20, 2010**

Anticipated Agreement Start Date: **November 1, 2010**

Town Representatives:

**Public Works Director: Ron Long [Ron.Long@campverde.az.gov](mailto:Ron.Long@campverde.az.gov) (928) 567-0534**

**Town Manager: Russ Martin [Russ.Martin@campverde.az.gov](mailto:Russ.Martin@campverde.az.gov) (928) 567-6631**

*Deliver Proposals to:*

**Town of Camp Verde  
Public Works Department  
395 S. Main Street  
Camp Verde, Arizona 86322**

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**Project No. 10-086**  
**Pavement Markings – 2010 through 2013**

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**TOWN OF CAMP VERDE  
INVITATION FOR BIDS  
PROJECT NO. 10-086  
PAVEMENT MARKINGS – 2010 THROUGH 2013**

The Town of Camp Verde is soliciting bids for pavement markings on Town streets. This is a three (3) year Agreement that consists of the application of white and yellow street striping to various streets in the Town of Camp Verde and requires mobilization approximately every 6 months to paint approximately 100,000 LF of markings per mobilization.

Contractors seeking technical information on proposed work or to receive a copy of the entire bid packet should contact the Town of Camp Verde Public Works Department at (928) 567-0534 or visit our office located at 395 S. Main Street, Camp Verde, Arizona. You may also access the bid packet on our website located at [www.campverde.az.gov](http://www.campverde.az.gov)

Sealed bids, clearly identified as a bid with Project Number, will be received at the **Public Works Department, 395 S. Main Street, Camp Verde, AZ, 86322**, until **2:30 p.m. on Wednesday, October 13th, 2010** and will be opened at **3:00 p.m. on Wednesday, October 13th, 2010** (same location).

The Town specifically reserves the following rights: 1) to waive minor bid irregularities; 2) to further negotiate with the successful bidder; and 3) to reject any or all bid/proposals received. Bids will be evaluated on the "lowest responsible bidder" indicating that factors other than direct cost (to include, but not limited to, quality, availability, warrant or training) may be considered. The Town of Camp Verde reserves the right to reject any or all bids as may be deemed in the best interests of the Town.

## GENERAL CONDITIONS

All work shall be performed in accordance with the Town of Camp Verde Standard Specifications. These consist of the Specifications and Details published by the Maricopa Association of Governments (MAG) and the supplement to these Specifications and Details prepared by the Town of Camp Verde are hereby adopted as part of these Agreement documents. The following general conditions are supplementary to the Standards indicated above:

### 1. Preparation of Bids.

- A. All information requested by bidders shall be entered as specified in the appropriate space on the forms prepared by the Town of Camp Verde as part of the Agreement Documents. **The Bid packet shall contain the Bid Proposal, three (3) copies of the Signed Agreement, Bonds, Certificates, etc. with original signatures, and any Addendum Acknowledgements. Failure to do so may disqualify your bid.**
- B. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.
- C. Corrections and/or modifications received after the closing time specified will not be accepted.
- D. Time of delivery shall be stated as, the number of calendar days or number of hours following receipt of the order by the bidder, to receipt of the goods or services by the Town.
- E. All bids shall be signed by an authorized officer or authorized employee of the bidder.
- F. Bids must be submitted by the date and prior to the time specified in the Request for Bid, to be considered. No late bids, telegraphic or telephone bids will be accepted.
- G. The Town is not responsible for bidder's errors or omissions.
- H. **Bid must be submitted in a sealed envelope and plainly marked with the bid title and closing date shown.** The Town of Camp Verde will not be responsible for those bids that are not marked appropriately and/or sent to the wrong address. **Return ALL pages of the Invitation for Bid packet, including three (3) SIGNED Agreement Documents to: Mailing Address: 395 S. Main, Camp Verde, AZ 86322. Bid packets must be received no later than 2:30 p.m. October 13<sup>th</sup>, 2010**
- I. The successful Bidder shall furnish insurance in accordance with the Agreement Documents before execution of the Agreement.
- J. The Contractor shall start the Work immediately upon receipt of a Notice to Proceed.
- K. The Contractor will not discriminate against any qualified applicant for employment because of race, color, religion, sex, age, handicap, or national origin.

- 2. **Taxes.** All bid prices shall include ALL APPLICABLE TAXES other than taxes based on the income of the Contractor including, but not limited to, Arizona Vendors-Transaction Privilege Tax and Out of State Vendors-Use Tax.

3. **Liabilities.** The bidder shall hold the Town, its officers, agents, servants and employees harmless from liability arising out of the acts or omissions of the bidder, including (without limitation) liability of any nature of any kind because of use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, articles, or appliances furnished or used under this bid and agrees to indemnify the Town at his own expense for any and all actions brought against the Town because of the unauthorized use of such articles, composition, process, invention, items or appliances including expert witness fees and attorney fees incurred by the Town.
4. **Default by Bidder.** In case of default by the bidder, the Town may pursue any remedy available at law or equity including (without limitation) any or all of the following: (i) procure the items or services from other sources and may deduct from any monies due, or that may thereafter become due to the bidder, the difference between the price named in the Agreement, or purchase order and the actual cost thereof to the Town, and prices paid by the Town shall be considered the prevailing market price at the time such purchase is made; (ii) termination of the Agreement; (iii) equitable remedies such as injunctive relief; and (iv) bring a claim for damages. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Town.
5. **Awards.** This Agreement will be awarded to the responsible bidder(s) whose bid conforms to the invitation and whose bid is the most advantageous to the Town concerning price, conformity to the specifications and other factors. The Town Council reserves the right to reject any or all bids, to waive formalities, and to accept the bid(s) deemed to be in the best interest of the Town of Camp Verde.
6. **Termination of Agreement.** Justification for termination of this Agreement shall include, but not be limited to A.R.S. § 38-511, workmanship, improper quality of material, insufficient workers, insufficient equipment, or budgetary limitations. The Town may terminate or cancel this Agreement at any time for any reason, with or without just cause. Additionally, failure on the part of the Contractor, to meet the provisions of those sections of this Agreement dealing with supply and/or delivery, start and completion of work, or complete installation procedures of traffic control where required, shall be sufficient grounds, on the part of the Town to abandon, cancel or suspend the Contractor's services at any time. The Contractor shall be paid for those units satisfactorily supplied or installed at the unit price bid up to the time of cancellation. The Contractor shall be given thirty (30) days written notice to termination.
7. **Delivery.** It shall be the bidder's responsibility to meet the delivery requirements of the Town, as called for in the Technical Specifications. The Town of Camp Verde reserves the right to obtain equipment, materials, or services on the open market in the event the vendor fails to make delivery and any price differential will be charged against the vendor.
8. **Assignment.** The Contractor agrees not to assign the Agreement without written consent by the Town of Camp Verde.
9. **Change Orders.** The Contractor shall not make any changes in the Scope of Work of the Specifications without written authorization by the Town of Camp Verde.
10. **Permits and Codes.** The Contractor agrees to secure all necessary permits required for the performance of this Agreement in compliance with applicable local requirements, including local building code, where applicable, whether or not specified in the Scope of Work or Specifications. Prior to construction, required permit(s) and the Scope of Work shall be posted and available at the job site.

11. **Inspection/Observation of the Work.** The Town of Camp Verde and their designees shall have the right to inspect all work performed under this Agreement. By such inspection, the Town of Camp Verde assumes no responsibility for defective material or work under this Agreement or for any breach of this Agreement by the Contractor. The Town of Camp Verde will make periodic inspections/observations of the progress and quality of the executed work and will determine, in general, if the work is proceeding in accordance with the Agreement Documents.
12. **Disputes.** Disputes because of, but not limited to drawings, workmanship or the Agreement documents will be resolved between the Town, Contractor, and (if necessary) the Arizona State Registrar of Contractor's Office or any other lawful remedies available to each party.
13. **Limitations on Responsibility.** The Town of Camp Verde and its employees will not be responsible for construction means, methods, techniques, procedures, sequences, or the safety precautions and programs incident thereto, or for the acts or omissions of the Contractor or any Sub Contractor, or sub-subcontractor, or any of their agents or employees, or any other persons performing any of the work.
14. **Brand Names.**
  - A. Brand names and numbers when used are for reference to indicate the character or quality desired. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted, shall be implied. The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired, and shall not be construed as to exclude any other manufactured products of comparable quality, design, and efficiency.
  - B. Equal items will be considered, provided the bid clearly describes the item. Bids for equal items shall state the brand and number or level of quality. The determination of the Town as to what items are equal shall be final and conclusive.
  - C. When the bidder does not state brand, number, or level of quality, it is understood that the bid is exactly as specified.
  - D. The item(s) described in the specification shall be new, unused, manufacturer's latest improvements, unless specified otherwise. The item(s) bid shall include all standard materials and equipment, and shall include all items to provide functional and/or operational units. Items modified or designed specifically to meet these specifications, which are not normally standard items in the industry, will not be considered. This does not preclude the changing of minor ingredients or components to those specified, so long as proper engineering and testing has occurred, documentation is furnished with the bid, and the Town is supplied with acceptable, fully functional, and operational materials or equipment.
  - E. All workmanship and materials shall be of good quality. All materials and equipment shall meet all applicable and current OSHA, EPA, Federal, Arizona State and industry regulations and standards in effect at delivery.
  - F. Bidders shall be responsible for any and all licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this Agreement.
  - G. The item(s) bid shall meet or exceed these specifications. Compliance with or exception to the specifications shall be indicated on the bid. Exceptions to these specifications as noted by the bidder will be subject to evaluation and consideration by the Town as to quality, suitability, compatibility, and design integrity in relation to the intended use.

H. The evaluation of bids and the determination of acceptability of the supplies, equipment, materials, or services bid shall be at the sole responsibility of the Town, and will be based on information furnished by the bidder, or identified in the bid, as well as other information reasonably available to the Town. The decision of acceptability made by the Town shall be final.

15. **Samples.** Sample items, when requested shall be furnished free of cost of any sort to the Town. Samples of items selected may be retained for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison, may be returned upon request of the bidders. However, the Town does not guarantee return of any samples sent by bidder.

## **INSTRUCTIONS TO BIDDERS**

1. **Location of Work/Examination by Bidders.** The job site is located at various streets in **Camp Verde, Arizona**. At his own expense, and prior to submitting his Bid, each Bidder shall (a) examine the Agreement Documents; (b) visit the site and determine the local conditions which in any way affect the performance of the Work; (c) familiarize himself with all laws, ordinances, rules, regulations and codes affecting the performance of the Work including the cost of permits and licenses required for the Work; (d) make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where Work is performed, as he may deem necessary for the performance of the Work at his Bid price within the terms of the Agreement Documents; (e) determine the character, quality, and quantities of the Work to be performed and the materials and equipment to be provided; and (f) correlate his observations, investigations and determinations with the requirements of the Agreement Documents.
2. **Qualifications of Bidders.** All Bidders shall be licensed by the State of Arizona Registrar of Contractors, with a class of license(s) required for the specific Work to be performed.
3. **Interpretations.** Should any Bidder find discrepancies in or omissions from the Agreement Documents, or if there should be doubt as to the true meaning of any part thereof, the Bidder shall at once submit a written request for corrections, clarification, or interpretation. The Town, the Project Coordinator, their officers, employees and agents will not be responsible for any changes, instructions, clarifications or other information pertaining to the Agreement Documents given to Bidders during the Bidding Period in any manner other than a written Addendum.
4. **Request for Substitutions.** Bidders wishing to propose substitute or equal materials, equipment items, or types of construction shall submit a written request fully and technically describing each proposed item and its intended use. Bidders will be notified of approved substitute or equal items by Addendum.
5. **Subcontractor List.** Each Bidder shall list in the spaces provided in the Bid Form the name and business address of each Subcontractor proposed to perform or render service for a portion of the Work, or to specially fabricate and install a portion of the Work.
6. **Addenda.** Addenda form a part of the Agreement Documents. Full consideration shall be given to all Addenda in the preparation of Bids.
7. **Award.** The Agreement for Work, if awarded, will be awarded to the eligible Bidder submitting the most advantageous Bid complying with these instructions to Bidders, the Notice of Invitation for Bids, and other bidding requirements in the Agreement Documents. By submitting a Bid, each Bidder agrees and consents that the Town, in determining the successful Bidder and his eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other Agreements, financial conditions, reputation in the industry, and other factors which could affect the Bidder's performance of the Work. If a Bidder receiving a Notice of Award fails or refuses to execute the Agreement within the stated time limit, the Town may annul the award, and may issue an award to the next lowest responsible Bidder or may reject all Bids and re-advertise the project.
8. **Interest of Members of the Town and Others.** No Officer or employee or member of the governing body of the Town of Camp Verde who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation,

partnership, or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

9. **Rights Reserved.** The Town reserves the right to reject any or all Bids, to waive any informality or irregularity in any Bid, to have performed the entire Work defined by the Agreement Documents or such parts of said Work as the Owner may elect, to combine various alternative bids and bid items within a Bid, and to accept or reject one or more separately scheduled bid items within a Bid.

**TECHNICAL DETAILS/SPECIFICATIONS  
PAVEMENT MARKINGS – 2010 THROUGH 2013  
PROJECT NO. 10-086**

1. Prices given on this bid shall be effective for **3 years** from the date of the award. Prices shall be in effect for the duration of the Agreement at the unit prices bid.
2. Materials are specified in Bid Documents.
3. Survey control and construction staking is the responsibility of the Contractor and is to be maintained throughout the project to completion.

**SECTION 101**

**CONTACTS**

- 101.1 Agreement Agency: **Town of Camp Verde**  
Representative/Inspector: **Ron Long, Public Works Engineer**  
Owner: **Town of Camp Verde**

**SECTION 102**

**SCOPE OF WORK**

102.1 **Work to be done.**

The work includes the furnishing of all mobilization, labor, materials, equipment, transportation, utilities, services and facilities to complete the following:

Repainting longitudinal and other directional pavement markings on streets with existing pavement markings. This is a 3 year Agreement requiring mobilization approximately every six months to paint approximately 100,000 LF of thermoplastic striping.

**SECTION 103**

**LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC.**

- 103.1 **Protection and Restoration of Property.** Personnel will restore the project area to a safe condition for utilization.
- 103.2 **Cleaning Up.** The Contractor shall at all times during the work keep the site and premises, adjoining property, and public property free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work shall remove all waste materials, rubbish and debris from and about the site and premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site and premises clean. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Agreement Documents. Paved walkways, parking areas and roadways shall be swept and broom cleaned. Cleaning up operations shall include the removal and disposal of earth that is contaminated and the filling of resulting excavations with sound compacted earth as directed and approved by the Town. Contamination includes the earth in areas used for disposal of waste concrete, mortar, plaster, masonry, and like materials; areas in which washing out concrete and plaster mixers or washing of tools and like cleaning operations

have been performed; areas that have been oiled, paved, or chemically treated; and areas where waste oils, solvents, paints, solutions, or similar materials of a penetrating nature have been incorporated into the soil. No waste material shall be buried or disposed of on the property unless so permitted in the Agreement Documents or approved in writing by the Town. Before the Contractor applies for final inspection and acceptance of the work, all items of work shall be complete, ready to operate, and in a clean condition as determined by the Town of Camp Verde.

**BID PROPOSAL FORM**

Date: \_\_\_\_\_

Honorable Mayor and Town Council  
Camp Verde, Arizona

Ladies & Gentlemen:

In compliance with your invitation for bid and all conditions of the Agreement Documents, the undersigned,

\_\_\_\_\_

a corporation organized under the laws of the State of \_\_\_\_\_, a partnership consisting of \_\_\_\_\_ or individual trading as \_\_\_\_\_ hereby proposes and agrees to furnish any and all plant, materials, labor, construction equipment, services, etcetera's, required for **PAVEMENT MARKINGS – 2010 through 2013, PROJECT NO. 10-086** in strict accordance with the specifications to supply materials, equipment, and/or services, and to the satisfaction of the Owner, through its properly authorized agents and under the direction and the supervision of its properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Owner of their properly authorized agents, as provided herein, at the unit price(s) **including all applicable taxes including, but not limited to, Arizona Vendors, Transaction Privilege Tax; Out of State Vendors, Use Tax:**

## **BID SCHEDULE**

### **BID SCHEDULE INSTRUCTIONS:**

1. Bidders must bid on all items.
2. All items will be paid for at the unit prices noted on the Bid Schedule. The "ENGINEERS ESTIMATED QUANTITY" and the "CONTRACTORS UNIT PRICE" will be used as a means of computing progress payments and as a basis for any Change Orders incurred.
3. The Owner reserves the right to recalculate the following Schedules if they appear mal-apportioned.
4. The amounts indicated on the Bid Schedule are to include the Contractor's cost of administration, mobilization, bonds, insurance, and any other miscellaneous items required for the project.
5. The paint used will be water-based paint for street striping. All work and materials shall conform to its entirety to Section 708 of the Standard Specifications for Road and Bridge Construction, ADOT Highways Division, latest edition.
6. The paint shall be applied at the rate of 250 to 300 feet per gallon.
7. Centerline layout will be provided with chip seal markers, old striping, paint marks or marking tape.
8. Travel lanes shall be striped to 12-foot where feasible. Less than 12-foot is acceptable if pavement width does not allow.
9. Roads to be striped are freshly chip sealed where indicated. (\*)
10. All yellow striping shall be 4" wide with retro reflective beads set in paint. White stripes shall be 6" in width. Where skip dash is applied, the dash will be 10" long with a 30" skip.
11. The glass beads will be mechanically applied at the rate of 6-8 lbs./gallon of paint. (Hand spreading will not be allowed.)
12. Based on previous averages, the Town of Camp Verde stripes approximately 200,000 linear feet of lines per year, plus stop bars, arrows & symbols and expects to continue doing this amount each year.
13. Once a mobilization for striping work is started, it shall be completed at that time.
14. The Town will pre-sweep the areas to be striped prior to the application of the paint.
15. The painting machine shall be truck mounted with appropriate amber warning beacons.

16. Signing and cone placement shall be appropriate to advise drivers to stay-off the wet paint. Claims of paint damage to vehicles will be referred to the Contractor.
17. Where lines are wider than 6", such as turn lanes, they shall be paid for using the 6" inch wide stripe unit cost adjusted for greater width. Example: 9" wide lines will be paid at 1.5 times the cost of a 6" wide line.
18. Crosswalks and stop bars are to be 18" wide thermoplastic material and shall conform to Section 708 of the Standard Specifications for Road and Bridge Construction, ADOT Highways Division, latest edition.
19. The latest edition of the Manual of Uniform Traffic Control Devices (MUTCD) shall be the reference for the geometrics of new pavement markings.

**BID SCHEDULE INSTRUCTIONS- page 2**

<b>ITEM</b>	<b>ENGINEER'S ESTIMATED QUANTITY/UNIT</b>	<b>CONTRACTORS UNIT PRICE</b>	<b>LUMP SUM TOTAL PRICE</b>
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**BASE BID**

1. 4" Single White Striping \_\_\_\_\_  
Unit Price in words: \_\_\_\_\_
2. 4" Double Yellow Striping \_\_\_\_\_  
Unit Price in words: \_\_\_\_\_
3. 6" Single White Striping \_\_\_\_\_  
Unit Price in words: \_\_\_\_\_
4. Diamond Symbol \_\_\_\_\_  
Unit Price in words: \_\_\_\_\_
5. "Bike Lane" Symbol \_\_\_\_\_  
Unit Price in words: \_\_\_\_\_
6. Left Turn Arrow, Paint: \_\_\_\_\_  
Thermoplastic: \_\_\_\_\_  
Unit Price in words: \_\_\_\_\_
7. Right Turn Arrow, Paint: \_\_\_\_\_  
Thermoplastic: \_\_\_\_\_  
Unit Price in words: \_\_\_\_\_
8. Stop Bars, Paint: \_\_\_\_\_  
Thermoplastic: \_\_\_\_\_  
Unit Price in words: \_\_\_\_\_

Upon Receipt of Notice of Award of this bid, the undersigned will execute the formal Agreement within 10 days. The undersigned has carefully checked all the above figures and understands that the Town of Camp Verde Arizona will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned understands that the Owner reserves the right to reject any and/or all bids, or to waive any informality in any bid, deemed by them to be for the best interest of the Town of Camp Verde Arizona.

The undersigned has, or will obtain, a Camp Verde business license prior to execution of the Agreement, and further, will ensure all subcontractors have a Camp Verde business license and current license by the State of Arizona Registrar of Contractors, with a class of license(s) required for the specific Work to be performed before beginning any work.

If applicable to the trade, the undersigned is the holder of an Arizona Commercial Contractors License Number \_\_\_\_\_ and Classification \_\_\_\_\_.

**\*By signing below the bidder certifies that submissions of this bid did not involve collusion or other anti-competitive practices and that she/he has read, understands and will faithfully execute the terms and conditions stated within this document. The signer also certifies that she/he is an officer or fully authorized agent of the bidding firm with full power and authority to submit bidding offers for the goods or services as specified.**

Respectfully submitted,

\_\_\_\_\_  
Vendor/Bidder (Company Name)

ATTEST:

\_\_\_\_\_  
Vendor Signature, Title

\_\_\_\_\_  
Witness: If Bidder is an Individual

\_\_\_\_\_  
Vendor (Bidder) ADDRESS

\_\_\_\_\_  
Telephone

*(Corporate Seal)*



## AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **TOWN OF CAMP VERDE**, State of Arizona, acting by and through its Mayor and Common Council, party of the first part, hereinafter designated the **OWNER**, and, \_\_\_\_\_, party of the second part, hereinafter designated the **CONTRACTOR**.

**WITNESSETH:** That the said Contractor, by these presents does covenant, Agreement and agree with the said Owner, for and in consideration for the payments made, as provided for in the Specification and Plans and in the Proposal, to the Contractor by the said Owner, at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this Agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for **PAVEMENT MARKINGS – 2010 through 2013, PROJECT NUMBER 10-086**. The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Specifications and Plans. The drawings or prints and other information furnished by the Contractor in accordance with the Specifications and Plans, are made a part of this Agreement. The said Specifications and Plans prepared by the Public Works Director, or his designated representative, are intended to be complimentary. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of said Specifications and Plans, drawings or prints, the same as though the said work was contained and described in all. The undersigned has, or will obtain, a Camp Verde business license prior to execution of the Agreement, and further, will ensure all subcontractors have a Camp Verde business license before beginning any work.

The "Call for Bids", "General Conditions", "Special Conditions", "Specifications and Plans", "Proposals", "Plans", and "Addenda" and any other attachment in the Town's official Agreement documents are hereby understood to be a part of this Agreement.

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

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

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

In return for the performance of this Agreement by the Contractor, the Town agrees to pay the amount **PER THE PROPOSAL (including all applicable taxes other than taxes based on the income of the Contractor)** through a payment schedule as described in the Agreement documents and as may be modified and executed by change orders and by final quantities.

Compliance with Federal and State Laws:

The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction Agreements; The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirement for Employees".

Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are Agreementually obligated to comply with, all Federal Immigrations laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of the Agreement and shall subject the Contractor to penalties up to and including terminations of this Agreement at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regards to any such inspections.

The Town may, at its sole discretion, conduct random verification of employment records of the Contractor and any of the subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regards to any random verifications performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that is has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

IN WITNESS WHEREOF, three (3) identical counterparts of this Agreement, each of which shall for all purposes be deemed as original thereof, have been duly executed by the parties named, on the date and year first herein written.

Town of Camp Verde:

Contractor:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
President/Owner

APPROVED AS TO FORM:

\_\_\_\_\_  
Contractor's License No.

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

\_\_\_\_\_  
Secretary

ATTEST:

The Mayor and Council approved this Agreement for execution at their regular session of \_\_\_\_\_  
\_\_\_\_\_, 2010.

\_\_\_\_\_  
Town Clerk

The Agreement was reviewed and delivered, as signed by the Town, to the Contractor  
on \_\_\_\_\_, 2010 by \_\_\_\_\_.

**TOWN OF CAMP VERDE, ARIZONA  
STATUTORY BID BOND**

PROJECT NAME: **PROJECT NUMBER 10-086  
Pavement Markings – 2010 through 2013**

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1  
OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must not be less than 10% of the bid amount)

**KNOW ALL MEN BY THESE PRESENTS:**

That, \_\_\_\_\_  
(hereinafter "Principal"), as Principal, and \_\_\_\_\_, a corporation organized  
and existing under the laws of the State of \_\_\_\_\_ with its Principal offices in the Town of  
\_\_\_\_\_ (hereinafter "Surety"), as Surety, are held and firmly bound unto the  
\_\_\_\_\_ (hereinafter "Obligee"), in the amount of \_\_\_\_\_  
(Dollars) (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind  
themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally,  
firmly by these presents.

**WHEREAS**, the Principal has submitted bid for \_\_\_\_\_

**NOW, THEREFORE**, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a Agreement with the Obligee in accordance with the terms of the proposal and give bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of the Principal to enter into the Agreement and give the bonds and certificates of insurance, if the amount specified in the proposal and such larger amount for which the Obligee may in good faith contact with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section §34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Surety (Seal)

By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Agency Address



**CERTIFICATE OF INSURANCE  
PROJECT NUMBER 10-086**

In accordance with the requirements of Subsection 103.6 Contractors' Insurance in the Marciopa Association of Governments Uniform Standard Specifications for Public Works Construction, having been adopted for this Project by the Town of Camp Verde, Arizona; this will certify that the individual, company, or corporation shown below has this insurance herein described in full force and effect.

All insurance policies or certificates shall include an endorsement providing for thirty (30) days prior written notice to the General Services Director of any cancellation or reduction of coverage. Liability Insurance policies or certificates shall name the Town of Camp Verde as an Additional Insured.

**COMPREHENSIVE GENERAL LIABILITY**

Combined single limit for Bodily Injury and Property Damage,  
in an amount not less than \$1,000,000 (one million dollars) each occurrence  
\$2,000,000 (two million dollars) aggregate

**COMPREHENSIVE AUTOMOBILE LIABILITY**

Combined single limit for Bodily Injury and Property Damage,  
in an amount not less than \$1,000,000 (one million dollars).

**WORKMAN'S AND OCCUPATION DISEASE COMPENSATION**

Statutory Minimum \$100,000 (one hundred thousand dollars)

**BUILDER'S RISK / COURSE OF CONSTRUCTION INSURANCE**

Not less than full amount of Agreement \$\_\_\_\_\_

Project Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Contractor: \_\_\_\_\_

Insurer: \_\_\_\_\_ Policy Number(s) \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

Agency of Record: \_\_\_\_\_

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

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

**CERTIFICATION: INTENTIONS CONCERNING SUBAGREEMENTING**

At the time of the submission of bids on this **AGREEMENT FOR PAVEMENT MARKINGS – 2010 through 2013, PROJECT NO. 10-086, Camp Verde, Arizona**, my intention concerning sub-Agreementing a portion of the work, is as indicated below.

In indicating that it is my intention to sub-Agreement a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Street Superintendent, or his designated representative, prior to award of this Agreement; and that documentation such as copies of letters, requests for quotations etc., substantiating the actions taken and the responses to such actions, is on file and available for review.

\_\_\_\_\_ It is my intention to sub-Agreement a portion of the work.

\_\_\_\_\_ It is not my intention to sub-Agreement a portion of the work.

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

\_\_\_\_\_  
By: (Signature)

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

## **SPECIAL PROVISIONS**

1. **SCOPE**: This project shall consist of all work described in these Agreement Documents and titled "Town of Camp Verde Pavement Markings – 2010 through 2013, Project No. 10-086".
2. **STANDARD DETAILS AND SPECIFICATIONS**: All work shall be performed in accordance with the Town of Camp Verde Standard Specifications. These consist of the Specifications and Details published by the Maricopa Association of Governments and Supplement to these Specifications and Details for the Town of Camp Verde.
3. **PLANS AND DRAWINGS**: All work under this Agreement is to be performed on existing surfaced roadways and does not include any roadbed structural modifications or drainage facilities. No drawings are included as a part of these specifications.
4. **ENGINEER**: The Engineer shall be The Town of Camp Verde Street Superintendent or his designated representative.
5. **SURFACE PREPARATION**: Town Forces shall sweep the roadway free of all loose aggregate chips, dirt or other debris.
6. **STRIPING LAYOUT**: Travel lanes shall be stripped to 12-foot where feasible. Less than 12-foot is acceptable if pavement width does not allow. Green street signs are dedicated roads. Centerline and edge lines shall be broke at these roads. White street signs are un-dedicated roads. Edge lines to be broke at these roads. NO break in centerline except as noted.
7. **INCREASE OR DECREASE IN QUANTITIES**: If, for any reason, Town forces complete work on any roadways listed to be included in this Agreement, that roadway, and quantities, shall be deleted from this Agreement with no additional compensation to the Contractor as a result of that deletion and reduction in quantities for payment. The Town will consider adding roadways to the Agreement if this occurs, but at no change in unit prices.
8. **TRAFFIC CONTROL**: Is the responsibility of the Contractor and the Town Forces may assist the Contractor in providing traffic control if needed.
9. **QUANTITIES**: Each year of the Agreement, the Town will provide the Contractor with a list of the roads to be stripped, within the months of August & September and the Town expects to stripe approximately 200,000 linear feet or more.
10. **GUARANTEE AND WARRANTEE PROVISIONS**: In accordance with Section 108.8 of the Standard Specifications, the Contractor shall guarantee the work against defective workmanship or materials for a period of one year from the date of its final acceptance by the Town. The Performance Bond of the Contractor shall be retained by the Town until the expiration of this one year warranty period.