

**INVITATION FOR BIDS
PROJECT NO. 11-089
TOWN FACILITIES – RE-ROOF PROJECT
TOWN OF CAMP VERDE**

The Public Works Department, Maintenance Division, for and on behalf of the Town of Camp Verde, is seeking Sealed Bids from Arizona licensed contractors for: Town Facilities Re-Roof Project. Sealed Bids will be received at the **Public Works Department, 395 S. Main Street, Camp Verde, Arizona 86322**, until **2:30 p.m. on Thursday, May 5, 2011** for **Project No. 11-089 – Town Facilities Re-Roof Project**.

Additional information and/or Request for Bid packages may be obtained at the Public Works Office of The Town of Camp Verde, 395 S. Main Street, Camp Verde, AZ 86322, 928-567-0534 (fax) 928-567-1540, www.campverde.az.gov or by emailing a request to Deborah Ranney, deb.ranney@campverde.az.gov The Town of Camp Verde retains the right to reject any or all bids as it may be deemed best for the interest of the Town of Camp Verde.

SCHEDULE OF STATEMENT DEADLINES:

Advertise for Services:	April 6 2011 (begin)
<u>MANDATORY</u> Pre-Bid Meeting	April 28, 2011 @ 10:00 a.m.
Bid Package Due	May 5, 2011 @2:30 p.m.
Notification of Successful Bidder	May 9 th (Anticipated)
Anticipated Award of Agreement	May 19, 2011

To be considered, bids must be sealed, labeled "Town Facilities Re-Roof Project" and delivered to the Town Public Works Department, 395 S. Main St, Camp Verde, AZ 86322. Sealed bids must be received no later than 2:30 p.m. on May 5, 2011. Bids will be opened at 3:00 p.m. in the Town of Camp Verde Parks and Recreation Conference Room located at 395 S. Main Street, Camp Verde, AZ.

The Town of Camp Verde reserves the right to reject any and all Bids, to waive or decline to waive irregularities in any Bid, or to withhold the award for any reason it may determine.

Publish: April 6th April 13th

Public Works Department
Maintenance Division
395 S. Main Street
Camp Verde, Arizona 86322

Date: March 28, 2011



FACILITIES RE-ROOF PROJECT - SCOPE OF WORK

Town Hall Building, 473 S. Main Street – RE-ROOF OVER EXISTING SHINGLE ROOF

- Lift all coolers and/or air conditioning units
- Trim existing roofing at edges
- Remove and proper disposal of all additional materials (vents/conduit etc.) as identified by Town at **MANDATORY** pre-bid conference (interested bidders must attend this meeting in order to submit a bid)
- Install new galvanized roof jacks at pipe protrusions
- Seal and waterproof all roof vents and openings
- Re-set and reconnect all coolers and air conditioning units
- Install new 2" X 2" pre-finished metal edge (color to be determined by Town as brown or white)
- Install 2"X 4" X12" redwood supports under roof mounted gas & electrical conduit lines in sufficient quantity to protect roofing and stabilize conduit lines

ROOFING SPECIFICATIONS:

- Provide quotes for **BOTH** *Fiberglass Architectural/Laminate Shingles and Three-Tab Fiberglass Shingles; nail application. With a Minimum 30 year manufacturers' limited warranty and Class "A" Fire Rating (color choice to be determined by Town as soon as practical after award of bid)

Note: The bid amounts are to be inclusive of all labor, materials, permits, license fees, insurance premiums, bonding, equipment usage, testing, taxes, other incidental operations, profit and overhead costs. The contractor is responsible for the removal and proper disposal of all project debris. Proper disposal will include a receipt from the waste management company/hauler or landfill to be provided with final invoice.



Date: March 28, 2011

FACILITIES RE-ROOF PROJECT - SCOPE OF WORK

200 Building 432 S. Main Street: *Does Not Include Historical Society*

- Remove and proper disposal of all existing roofing materials
- Remove and proper disposal of Cooler
- Remove and proper disposal of all additional materials (vents/conduit etc.) as identified by Town Staff at MANDATORY pre-bid conference and walk through
- Repair damage Southeast corner of roof: to include carpentry and install of approximately 35' of 1" x 2" filler sufficient to level the area
- All Vents and openings to be properly sealed and waterproofed
- Re-secure and nail all sheathing
- Replace all damaged and/or missing fascia and trim board
- Replace any rotted, damaged or missing plywood sheathing and/or lumber (if unknown, provide an hourly time & materials quote)
- Install 2" X 4" X 12" redwood supports under roof mounted gas & electrical conduit lines in sufficient quantity to protect roofing and stabilize conduit lines
- Install Double Ply #15 felt underlayment
- Install new 2" X 2" pre-finished metal edge (color to be determined by Town as brown or white)

ROOFING SPECIFICATIONS:

- Provide quotes for **BOTH** *Fiberglass Shingle Roof Laminate and *Architectural Shingles; nail application. With a Minimum 30 year manufacturers' limited warranty and Class "A" Fire Rating (color choice to be determined by Town as soon as practical after award of bid)

Note: The bid amounts are to be inclusive of all labor, materials, permits, license fees, insurance premiums, bonding, equipment usage, testing, taxes, other incidental operations, profit and overhead costs. The contractor is responsible for the removal and proper disposal of all project debris. Proper disposal will include a receipt from the waste management company/hauler or landfill to be provided with final invoice.

**TOWN OF CAMP VERDE BID #11-XXX
FACILITIES RE-ROOF PROJECT**

TOWN HALL BUILDING - 473 S. MAIN STREET: RE-ROOF OVER EXISTING SHINGLE ROOF & 200 BUILDING 432 S. MAIN STREET: COMPLET RE-ROOF

Bid in Numbers and in Writing shall include all costs to complete the project as outlined in the Scope of Work dated March 28, 2011. Total Bid to include all materials, labor, licenses, permits, tax, insurance, fees and any other items that the contractor may require to prepare, re-roof the Town Facilities of 473 S. Main Street and 432 S. Main Street (Except the Historical Society), and properly dispose of the project debris and waste.

IN NUMBERS	IN WRITING
Cost of Three tab Fiberglass Shingles	

IN NUMBERS	IN WRITING
Cost of Architectural/laminate Fiberglass Shingles	

The Contractor will clearly show his bid in *figures and in words* as whole dollars. If there is a discrepancy between the figures and words, the higher amount shall be considered the correct bid. Any bids showing 49 cents or less will be rounded down; 50 cents or greater will be rounded up.

Town of Camp Verde
473 S. Main Street, Suite 102, Camp Verde, AZ 86322



Town of Camp Verde Facilities Re-Roof Project

TOWN OF CAMP VERDE BID NO.: 11-089

SAMPLE

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the Town of Camp Verde, Yavapai County, State of Arizona (herein called the "Town") acting herein by the **Mayor, Bob Burnside**, and Common Council, party of the first part, and Contractor _____ (hereinafter called the "**CONTRACTOR**") party of the second part.

WITNESSETH THAT:

The Town of Camp Verde desires to engage the CONTRACTOR to render construction services for the Bid No.: 11-089 **Town of Camp Verde Facilities Re-Roof Project** for the Town Hall and 200 Buildings.

1. Work

CONTRACTOR shall complete all work as specified in the bid documents attached and incorporated in this Agreement. Contractor shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Contractor shall be responsible for, and in full control of, the work of all such personnel.

2. Access to Information

It is agreed that all information, data reports, records as exist, available and necessary for carrying out of the work outlined in the bid documents have been furnished to the CONTRACTOR by the Town and its agencies. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and the Town and its agencies will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described herein.

3. Project Manager - Administration

The Town of Camp Verde has designated the Public Works Director, Ron Long as project manager. The project manager shall be empowered to perform all administrative functions as required for management of the project.

4. Contract Times

The work will be completed and ready for final payment within **20** calendar days of the date in the Notice to Proceed. The Contractor has submitted a project schedule to the Town Project Manager with their sealed bid.

5. Compensation

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed:

xx dollars and cents (\$xxxxxxxx,00).

Originals of the Applications for Payment are to be submitted to:

**The Town of Camp Verde
Attention: Public Works
395 S. Main Street
Camp Verde, AZ 86322**

The Project Manager shall verify completion of all work as outlined in the bid documents.

6. Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold harmless the Town of Camp Verde and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") including claims for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor shall waive all rights of subrogation against the Town, its officers, officials, agents and employees for losses arising from the work performed by Contractor for The Town.

7. Termination of contract

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

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

b. The Town of Camp Verde may terminate this contract at any time by giving at least ten (10) days notice in writing to the CONTRACTOR. If the contract is terminated by the Town of Camp Verde as provided herein, the CONTRACTOR will be paid as provided in the Addendum for the time expended and expenses incurred up to the termination date. If this contract is terminated due to the fault of the CONTRACTOR, Paragraph 1.a hereof relative to termination shall apply.

c. This contract may be terminated as per A.R.S. §38-511, Conflict of Interest.

9. Miscellaneous Provisions

a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona, and all obligations of the parties created hereunder are performable in Camp Verde, Yavapai County, Arizona.

b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

- c. In any case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision and never been contained herein.
- d. Action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court including the appellate court, may adjudge reasonable as attorney fees.
- e. This Agreement represents the entire understanding of the Town and Contractor as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

10. Project Familiarity and Identification of Conflicts

In order to induce the Town of Camp Verde to enter into this Agreement, CONTRACTOR makes the following representation:

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

11. Insurance

Certificate(s) of Insurance naming the Town of Camp Verde and Contractor as co-insured verifying the minimum coverage's as listed below shall be delivered as specified in the Notice of Award prior to issuance of the Notice to Proceed:

- a. Worker's Compensation.....Statutory
- Employer's Liability: Each Accident\$500,000
- Disease - Each Employee\$500,000
- Disease - Policy Limit \$500,000
- b. Commercial General Liability
- General Aggregate.....\$2,000,000
- Each Occurrence.....\$1,000,000
- c. Property.....\$1,000,000

13. Contract Documents

The contract documents which comprise the entire agreement between the Town of Camp Verde and the CONTRACTOR concerning the work consist of the following:

- a. This Agreement including Exhibit A,
- b. Performance and Payment Bonds: The bidder to whom an award is made will be required to execute a Performance and Payment Bond, each in 100 percent of the amount of the bid.
- c. Notice to Proceed.
- d. All bidding documents.

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

Town of Camp Verde

Approved as to Form:

Town Attorney

Mayor Bob Burnside

Attest:

Town Clerk, Debbie Barber

Town Manager, Michael K. Scannell

CONTRACTOR: XXXXXXXX

Name/Title

SAMPLE

Exhibit "A"

TERMS AND CONDITIONS

1. **Changes**

The Town of Camp Verde may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the Town of Camp Verde and the CONTRACTOR, shall be incorporated in written amendments to this contract.

2. **Personnel**

- a. The CONTRACTOR represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this contract.
- b. All of the services required hereunder will be performed by the CONTRACTOR or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the Town of Camp Verde. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

3. **Assign ability**

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

4. **Compliance with Local Laws**

The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the State and Local and Federal governments, and the CONTRACTOR shall save the Town of Camp Verde harmless with respect to any damages arising from any tort done by the CONTRACTOR or representatives in performing any of the work embraced by this contract.

5. **Compliance with Federal and State Laws**

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 Contractor must also comply with A.R.S. § 34-301, as amended, "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 contractually 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 Contract and shall subject the Contractor to penalties up to and including terminations of this Contract at the sole discretion of the Town.

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

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

Neither the Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it 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.

6. **Business Operations in Sudan/Iran.** In accordance with A.R.S. § 35-397, the Provider certifies that the Provider and its affiliates and subsidiaries do not have scrutinized business operations in Sudan or Iran. If the Town determines that the Provider's certification is false, the Town may impose all legal and equitable remedies available to it, including but not limited to termination of this Agreement.
7. **Interest of Members of the Town of Camp Verde Governing Body**
No member of the Governing body of the Town of Camp Verde and no other officer, employee, or agent of the Town of Camp Verde who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this contract; and the CONTRACTOR shall take appropriate steps to assure compliance.
8. **Interest of Other Local Public Officials**
No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the CONTRACTOR shall take appropriate steps to assure compliance.