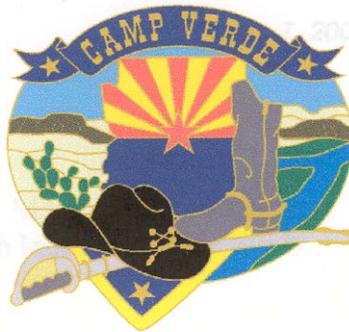


**Town of Camp Verde**  
**395 S. Main Street, Camp Verde, AZ 86322**



**Town Council**

Mayor: Bob Burnside

Vice Mayor: Bob Kovacovich

Council Member: Jackie Baker

Council Member: Alan Buchanan

Council Member: Bruce George

Council Member: Carol German

Council Member: Robin Whatley

**Public Works Department**  
**Salt Mine Road Slope Stabilization and**  
**Improvements**

**TOWN OF CAMP VERDE BID NO.: 11-092**

**Bid Documents prepared by:**

**Ron Long, Public Works Director**

**(928) 567-0534**

**Fax: (928) 567-1540**

**E-Mail: [ron.long@campverde.az.gov](mailto:ron.long@campverde.az.gov)**

**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.: **11-092 Salt Mine Road Stabilization and Improvements, to provide safety improvements to a roadside slope adjacent to Salt Mine Road in Camp Verde.**

**1. Work**

CONTRACTOR shall complete all work as specified in the bid documents and set forth in detail in Exhibit "B" 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 detail in Exhibit "B" 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 P.E., as project manager. The project manager shall be empowered to perform all administrative functions as required for management of the project.

**4. Agreement Times**

The work will be completed and ready for final payment within **30** 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 (\$XXXXXXXXXX.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 Exhibit "A".

**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 agreement**

- a. If, for any reason, the CONTRACTOR shall fail to fulfill in a timely and proper manner his/her obligations under this agreement, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this agreement, the Town of Camp Verde shall thereupon have the right to terminate the agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof. In such event, all finished or unfinished site or structural improvements as well as all materials or equipment acquired or stored by the CONTRACTOR under this agreement shall, at the option of the TOWN, become 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 for damages sustained by the Town of Camp Verde by virtue of any breach of the agreement 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 agreement at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the agreement is terminated by the TOWN as provided herein, the CONTRACTOR will be paid as provided in the Addendum for the time expended and expenses incurred up to the termination date. If this agreement is terminated due to the fault of the CONTRACTOR, Paragraph 1.a hereof relative to termination shall apply.
- c. This agreement 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. In any case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not

affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision and never been contained herein.

- c. Action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court including the appellate court, may adjudge reasonable as attorney fees.
- d. This Agreement represents the entire understanding of the TOWN and CONTRACTOR as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect 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 agreement documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
- b. CONTRACTOR has given the Project Manager a written notice of all conflicts, errors, or discrepancies discovered in the agreement documents and the written resolution thereof by the Project Manager is acceptable to the CONTRACTOR.
- c. CONTRACTOR has examined and carefully studied the agreement documents and other related data identified in the bidding documents.
- d. CONTRACTOR is familiar with the 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 (Coverage A).....Statutory  
Coverage B & C Each .....\$1,000,000
- b. Commercial General Liability  
General Aggregate .....\$2,000,000  
Each Occurrence .....\$1,000,000
- c. Property.....\$1,000,000

**13. Agreement Documents**

The agreement 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: Terms and Conditions: Exhibit "A"
- b. General Scope of Work: Exhibit "B"
- c. Performance, Payment and other 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,

- d. Certificate of Insurance
- e. Notice of Award
- f. Notice to Proceed.
- g. All bidding documents
  - i) Request for Bids
  - ii) Information for Bidders
  - iv) Project/Bid & Contractor's Schedule

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, Russ Martin*

*CONTRACTOR: XXXXXXXX*

\_\_\_\_\_  
Name/Title

**Exhibit "A"  
TERMS AND CONDITIONS**

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**1. Changes**

The Town of Camp Verde may request changes in the scope of the services of the AGREEMENT 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 agreement.

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

**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 agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Town of Camp Verde.

**4. Copyright**

No report, plan drawing or other documents produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

**5. 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 agreement.

**6. 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 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 Subcontractor 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 regard to any such inspections.

The TOWN may, at its sole discretion, may 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 verification 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 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.

**7. 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.

**8. 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 agreement; and the CONTRACTOR shall take appropriate steps to assure compliance.

**9. 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 Agreement; and the CONTRACTOR shall take appropriate steps to assure compliance.

**10. Interest of CONTRACTOR and Employees**

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The CONTRACTOR further covenants that no person having any such interest shall be employed in the performance of this Agreement.<sup>6</sup>

## Exhibit "B" Project Scope

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### GENERAL SCOPE OF SERVICES

The Town of Camp Verde intends to hire an Arizona licensed Contractor to construct safety improvements and stabilize a roadside cut slope located adjacent to Salt Mine Road in Camp Verde Arizona. Most of the project is located within the public right of way; although the upper portion of the slope is on private property. The Town has secured the property owner's permission to work on the portion of his property that contains the cut slope. The project will be awarded as a base bid with the possibility of including selected additive alternatives.

**Base Bid:** The safety improvements will require the contractor to re-grade the existing slope, install new signs, removal and transportation of material, and construction of drainage swales at the top and toe of the slope per the plans and specifications. The upper face of the slope contains a thin layer of native aggregate (approximately 6 – 8 inches deep) that will be removed down to the clay layer and transported to the property owner's adjacent property in an area designated by the owner. The contractor will be responsible to prepare a traffic control plan for approval by the Town, provide all necessary traffic control, maintain the road in a safe condition, and repair any damages to the existing roadway including the striping. At the completion of construction work the road will be swept clean of any dirt, mud, or debris.

**Add-Alt Bid:** There are two alternate bid items that may be awarded based on costs:

- 1.) Install erosion protection in the form of straw wattles at the toe of slope and at 15-foot intervals up the face of the slope
- 2.) Install new guardrail and end sections.

### Base Bid Scope of Work

**Submit a Traffic Control Plan to Public Works for Approval:** Prepare and submit a detailed traffic control plan to the Public Works Department for approval. The contractor shall provide signs and marker delineation to direct traffic. It shall be the contractor's responsibility to provide adequate traffic control for the entire project.

**Provide Traffic Control Per Plan:** The Contractor shall provide traffic control per the approved traffic control plan during the entire project.

**Protect and Maintain the Road and Shoulders:** It is the Contractor's responsibility to protect and maintain the road and its appurtenances in a safe condition during construction. Prior to completion of the project the contractor will repair/replace all damaged sections of the road and its appurtenances.

**Construct the Upper Drainage Swale and Remove the Aggregate:** The property owner desires the top layer of native aggregate on the upper portion of the slope be moved onto his nearby residence at a location determined prior to construction. The drainage channel

*Public Works Department*

at the top of the cut slope will need to be shaped by hand because of its proximity to the US Forrest Service boundary and the inability to get equipment into that location.

**Re-grade the Slope:** The contractor will re-grade the slope per the grading plans to a 1:1 or 45 degree slope. All of the material removed with the exception of the surface aggregate material that the property owner desires will be hauled off site and properly disposed of.

**Stormwater Compliance:** The contractor is responsible for complying and maintaining with the requirements for all Storm Water runoff prevention, documentation, and reporting as needed during construction. The Town of Camp Verde will submit a Notice of Intent to ADEQ per the requirements of the Arizona Pollutant Discharge Elimination System Permit Program.

**"House Keeping" and Site Cleanup.** The contractor shall provide daily cleanup of the construction site (sweeping streets, providing proper traffic control devices, etc.) will be required. Upon completion cleanup and remove all excess material and debris resulting from the construction activities. The road shall be mechanically swept to remove all dirt, mud, and debris. Disposal of all waste material shall be the responsibility of the contractor.

**Materials Storage:** The contractor shall store all construction materials and equipment within his own construction yard, on Town, or private off-street locations for which arrangements have been made by the Contractor and preapproved by the Town of Camp Verde Public Works Department. The contractor will be required to furnish evidence of permission to use any site proposed as staging or storage area for this project.

**Blue Stake and Utilities:** The contractor is responsible for complying with the Blue-Stake requirements prior to construction and protecting any utilities found to be within the construction zone.

**Project Control:** The Town will provide boundary staking that shall be maintained by the contractor. Any additional survey work and staking necessary to complete the project per plan will be the responsibility of the contractor.

**Compliance:** It is the contractor's responsibility to ensure compliance with all Town, County, State and Federal; standards, codes, ordinances, and Regulations pertaining to this work and job safety.

**Project Approval and Final Acceptance:** Inspection and approval of work will be performed by representatives of the Town of Camp Verde during the construction process. A final inspection is required to ensure proper completion of the work per the plans and specifications. Inspection and approval by the Town Project Manager is required prior to final acceptance and payment.

### **Add-Alt Bid**

**Install Erosion Control:** Includes slope preparation and the proper installation of Straw Wattles per plans and specifications at the toe of slope and at 15-ft. intervals up the slope across the entire face of the cut slope.

**Install Guardrail:** The contractor will install approximately 300-feet of Type "A" Guardrail with flared end sections per Detail 135-1 and Section 415 of the MAG Standard Specifications and Details. The two items will be bid separately in the event that more or less lineal footage of guardrail is installed. Payment will be made at the unit cost bid per lineal foot of guard rail and number of end sections installed.

SAMPLE