NOTICE TO BIDDERS

Sealed Bids are due on or before October 4, 2011 at 2:30 p.m.
Sealed Bid Package to be marked "Town of Camp Verde Salt Mine Road Slope Stabilization and Improvements – Bid #11-092

The following items must be completed by the bidding contractor and submitted for this bid to be considered responsive. Any and all deficiencies of items listed below will be considered adequate reason to reject the bid in its entirety.

- Bidder Information Sheet:
- Bid Proposal Forms
- Payment & Performance Bond Information

Mandatory Pre-Bid Conference: on Tuesday, September 20th at 9:30 a.m. in the Public Works Department Conference Room. It is the bidder's responsibility to fully inform him/her of the conditions relating to the construction and furnishing of all labor, materials, equipment, taxes, insurance and bonds for the work by personally examining the site and by taking such other action necessary to provide him/her with all pertinent information.

Bid Proposal: is due at Public Works Department, 395 S. Main Street, Camp Verde, AZ 86322, no later than 2:30 p.m., Tuesday, October 4, 2011 at 2:30 p.m., at 2:35 p.m. bids will be opened and publicly read. The bid shall be sealed with the words "Town of Camp Verde Salt Mine Road Slope Stabilization and Improvements (Bid #11-092)" marked on it.

Town Business License: The successful bidder must have or obtain a current Town of Camp Verde Business License. A Town Business License may be obtained through the Town Clerk at 473 S. Main Street #102, Camp Verde, AZ 86322 ; 928-567-6631

Insurance: The successful bidder will be required to provide a Certificate of Insurance (including Workmen's Compensation coverage) with limits as specified in the "Example Agreement". The Town of Camp Verde must be named as additional insured. Proof of such insurance must be submitted to the Town immediately following the Award of the bid by the Mayor and Common Council, prior to execution of the Agreement for this work.

Performance and Payment Bonds: A Performance and Payment Bond, each in the amount of 100% of the contract price, with a corporate surety, approved by the Town, will be required for the Project. *Payment and Performance Bonds must be executed and approved within 10 days of the contract award.*

Information for Bidders

Examination of the Site: It is the bidder's responsibility to fully inform him/her of the conditions relating to the construction and furnishing of labor, materials, and equipment for the work by personally examining the site, and by taking such other action necessary to provide him/her with all pertinent information regarding the work. *A MANDATORY* pre-bid conference will be held on Tuesday, September 20th at 9:30 a.m. in the Public Works Department Conference Room (395 S. Main Street, Camp Verde, AZ).

Interpretation of Documents: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the information provided or other proposed Contract Documents, he/she may submit to the Public Works Director of the Town of Camp Verde, a ***written*** request for an interpretation or correction thereof. E-Mail requests will be accepted at deb.ranney@campverde.az.gov The person submitting the request will be responsible for its prompt delivery. Any interpretation or corrections of the proposed documents will be made only by addendum duly issued and a copy of each such addendum will be e-mailed or delivered to each person receiving a set of such documents. The Town of Camp Verde will not be responsible for any other explanation or interpretation of the proposed documents

Construction Standards: All construction shall conform to the Uniform Standard Specifications for Public Works Construction (MAG Standards), 1998 edition as amended through 2010.

All work shall be performed in accordance with the plans provided by Hammes Surveying L.L.C.: Cross Section Location, Sheet 1 and Cut Worksheet, Sheet 2

Securing Bid Documents: Copies of the Information for Bidders may be obtained from Central Arizona Plan Exchange (905 Cove Parkway, Cottonwood, AZ 86326 (928) 646-9070), the Public Works Department, 395 S. Main Street, Camp Verde, AZ 86322, (928) 567-0534, or the Town web site: www.campverde.az.gov or email request to deb.ranney@campverde.az.gov. Copies of the Cross Section and Cut Worksheet are available at CAPE in Cottonwood (905 Cove Pkwy #201) and Prescott (403 N. Arizona Ave). Plans can also be obtained at the Public Works office for $5.00.

Interpretation of Quoted Prices: The Mayor and common Council of the Town of Camp Verde serve the right to accept or reject any or all bids and to waive informalities. In case of a difference in written words and figures in the Proposal, the amount stated in written words shall govern.

Award: The Town Council will award the contract to the lowest responsible bidder.

Notice to Proceed: on the project will not be executed prior to receipt of said, License, Insurance and Bonds

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Final payment: The Town of Camp Verde will withhold payment of the final ten percent of the total amount paid under this contact for a period of thirty (30) days following project completion. This final payment will be made only following acceptance of work done by the contractor.

Bidder Information Sheet

COMPLETE AND RETURN WITH YOUR BID SUBMISSION

Sealed Bids are due on or before Tuesday, October 11, 2011 at 2:30 p.m.
Package to be marked "Town of Camp Verde Salt Mine Road Slope Stabilization and Improvements - (Bid #11-092)".

Bidder Information:

Company Name: _____

Mailing Address: _____

_____

Telephone: _____ Fax: _____

Contact Person: _____

Contractor's License Number(s) and type: _____

Insurance Information: _____

Policy Number: _____

Workmen's Compensation Carrier: _____

Agent's Telephone Number: _____

*The successful bidder will be required to submit Payment and Performance Bonds, evidence of a Town of Camp Verde Business License and a Certificate of Insurance naming the Town of Camp Verde as additional insured after the contract is awarded and prior to the "Notice to Proceed" is issued.

Please complete the highlighted information for your bid submission. The actual Performance Bond, to be issued by your Surety provider, shall be required from the successful bidder prior to the Notice To Proceed issued by the Town.

Performance Bond

KNOW ALL PERSONS BY THERE PRESENTS: that _____
(Name of Contractor)

_____
(Address of Contractor)

a (Corporation), (Partnership), or (Individual), hereinafter called PRINCIPAL and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto the Town of Camp Verde, 473 S. Main Street #102, Camp Verde, Arizona, 86322, hereinafter called OWNER and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____ _____ Dollars ($ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. This amount represents 100% of the contract price for the construction of the Town of Camp Verde's Salt Mine Road Slope Stabilization Improvements (Bid #11-092).

THE CONDITION OF THIS OBLIGATION is such that, whereas the PRINCIPAL entered into a certain contract with the Owner, dated the _____ day of _____, 2011,
a copy of which is hereto attached and made a part hereof for the construction of the Town of Camp Verde's Salt Mine Road Slope Stabilization Improvements Project.

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and

repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 10 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as amended. The term AAmendment@, wherever used in this BOND and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2011.

ATTEST:

_____
Principal

_____
Principal (Secretary)

(SEAL) By _____

_____ Address _____
_____ _____

Witness as to Principal

Address _____
_____ _____
Surety

ATTEST:

_____	By _____
Witness as to Surety	Attorney-in-Fact
Address _____	Address _____
_____	_____

NOTE: 1. Date of BOND must not be prior to the date of Contract.
If CONTRACTOR is partnership, all partners should execute BOND.
Surety companies executing BOND must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Please complete the highlighted information for your bid submission. The actual Payment Bond, to be issued by your Surety provider, shall be required from the successful bidder prior to the Notice To Proceed issued by the Town.

Payment Bond

KNOW ALL PERSONS BY THESE PRESENTS: that _____
(Name of Contractor)

_____
(Address of Contractor)

a (Corporation), (Partnership), or (Individual), hereinafter called PRINCIPAL and

_____
(Name and address of Surety)

hereinafter called SURETY, are held and firmly bound unto the Town of Camp Verde, 473 S. Main Street #102, Camp Verde, AZ 86322, hereinafter called OWNER and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____ Dollars ($ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. This amount represents 100% of the contract price for the construction of the Town of Camp Verde's Mt Gate Guardrail Project.

THE CONDITION OF THIS OBLIGATION is such that, whereas the PRINCIPAL entered into a certain contract with the OWNER, dated the ___ day of _____, 2011, a copy of which is hereto attached and made a part hereof for the construction of the Town of Camp Verde's Salt Mine Road Slope Stabilization Improvements Project.

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and person, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer; (b) After the expiration of the One (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 10 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as amended. The term Amendment, wherever used in this BOND and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in ___ (No.) Counterparts, each of which shall be deemed an original, this the ____ day of _____, 2011.

ATTEST:

_____
Principal

_____
Principal (Secretary)

(SEAL) By _____

_____ Address _____
_____

_____ _____
_____

Witness as to Principal

Address _____
_____ _____
_____

Surety

ATTEST:

_____ By _____
_____
Witness as to Surety Attorney-in-Fact

Address _____ Address _____
_____

_____ _____
_____

Note: 1.Date of BOND must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners should execute BOND. Surety companies executing BOND must appear on the Treasury Department=s most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

TOWN OF CAMP VERDE PUBLIC WORKS DEPARTMENT
BID CERTIFICATION

COMPLETE AND RETURN WITH YOUR BID PACKAGE

PROJECT IDENTIFICATION: **SALT MINE ROAD SLOPE STABILIZATION AND IMPROVEMENTS**

AGREEMENT IDENTIFICATION NUMBER: **BID #11-092**

THIS BID IS SUBMITTED TO: *The Town of Camp Verde*
Public Works Department
395 South Main Street
Camp Verde, Arizona 86322

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the *Town of Camp Verde* in the form included in the bid documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the time indicated in this bid and in accordance with the other terms and conditions of the contract documents.

2. Bidder accepts all of the terms and conditions of the Request for Bids, Attachments and Addenda. This bid will remain subject to acceptance for *30* days after the day of bid opening. The successful Bidder will sign and submit the Agreement with the Performance Bond and other documents required by the bid requirements within *10* days after the date of Notice of Award.

3. In submitting this bid, Bidder represents, as more fully set forth in the Agreement that:

   a. Bidder has examined copies of all of the bidding documents and of the following Addenda (Receipt of which is hereby acknowledged):

DATE	ADDENDUM NUMBER
_____	_____
_____	_____
_____	_____

   b. Bidder has familiarized himself/herself with the nature and extent of the Request for Bid Documents, scope of work, site locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.

   c. Bidder acknowledges that the *Town of Camp Verde and the Project Manager* do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to facilities at or contiguous to the site. Bidder has obtained and examined (or assumes responsibility for having done so) all such additional or supplementary examinations or investigations concerning conditions (surface and subsurface) at or contiguous to the site or otherwise which relate to any aspect of the means, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and conditions of the bid documents.

d. Bidder has provided the *Project Manager* written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the bid documents and the written resolution thereof by *Project Manager* is acceptable to the Bidder, and the bid documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.

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

4, Bidder will complete the work in accordance with the bid documents for the following price:

_____

5. Communications concerning this bid shall be addressed to:

Name: _____

Address: _____

_____

_____

Phone: _____

Submitted on _____, 2011

State Contractor License No.: _____

Bid #11-092 Submission Checklist

		Bid Opening Checklist
• Bidder Information Sheet	_____	_____
• Payment Bond	_____	_____
• Performance Bond	_____	_____
• Bid Schedule	_____	_____
• Contractor's Project Schedule	_____	_____
• Bid Certification	_____	_____

PLEASE PLACE THIS CHECKLIST AS THE FIRST DOCUMENT IN YOUR BID PACKAGE.