



Town of Camp Verde Vision Statement

"Camp Verde is welcoming, a safe community, a vibrant economy, thoughtfully growing, and offering an exceptional quality of life."

**AGENDA
TOWN OF CAMP VERDE
WORK SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, NOVEMBER 12, 2025 at 5:00 P.M.
ZOOM MEETING LINK:
<https://us02web.zoom.us/j/87303565064?pwd=CcuKPQLZSDalEgJO6fsn0rY5sKWaMo.1>
one Tap Mobile: 1-253-215-8782 or 1-346-248-7799
Meeting ID: 873 0356 5064
Passcode: 363076**

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

1. **Call to Order**
2. **Roll Call.** Council Members Brian Bolton, Robert Foreman, Robin Godwin, Jessie Murdock, Patricia Seybold, Vice Mayor Wendy Escoffier, and Mayor Marie Moore.
3. **Pledge of Allegiance**
4. **Discussion, consideration, and possible direction regarding contracting with SitelogIQ for the installation of a ground-mounted solar photovoltaic system at the Wastewater Treatment Facility using a tax-exempt municipal lease structure to fund the \$1,394,485 investment with no money down.** Staff Resource: Town Manager Miranda Fisher, Finance Director Michael Showers & Wastewater Division Manager Chet Teague. Pg. 3
5. **Discussion, consideration, and possible direction to staff regarding the Town's Job Order Contracting program.** Staff Resource: CIP Manager Martin Smith. Pg. 27
6. **Adjournment**

Note: Upon a public majority vote of a quorum of the Town Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the purpose of discussion or consultation for legal advice with the Town Attorney as permitted by A.R.S. § 38-431.03(A)(3). Any other executive sessions will be separately included on the agenda above if an executive session will be held at the meeting.

Pursuant to A.R.S. §38-431.01 Meetings shall be open to the public - All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings. All legal action of public bodies shall occur during a public meeting. Pursuant to Town Code, Section 2-3-7.1 the Mayor shall call for a vote of the Council to allow the meeting to continue past the deadline of 10:00 p.m. The Town of Camp Verde Council Chambers is accessible to persons with disabilities. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk at 928-554-0021.

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Town of Camp Verde and Bashes on November 13, 2025 at 6:00 p.m. in accordance with the statement filed by the Camp Verde Town Council with the Town Clerk

Leah Rhodes

Leah Rhodes, Town Clerk

**Meeting Date:** November 12, 2025**Agenda Item Type:**

- | | | |
|---|---|---|
| ☐ Consent Agenda | ☐ Informational Presentation | ☒ Discussion Item |
| ☐ Action/Decision Item | ☐ Executive Session Request | ☐ Other: |

Requesting Department: Utilities**Staff Resource:** Town Manager Miranda Fisher, Finance Director Michael Showers & Wastewater Division Manager Chet Teague

Agenda Title: Discussion, consideration, and possible direction regarding contracting with SitelogIQ for the installation of a ground-mounted solar photovoltaic system at the Wastewater Treatment Facility using a tax-exempt municipal lease structure to fund the \$1,394,485 investment with no money down.

Attached Documents:

- SitelogIQ Proposal

Estimated Presentation Time: 15 minutes **Estimated Discussion Time:** 30 minutes**Reviewed By:**

- | | | | | |
|--|--------------------------------|--|----------------------------------|---------------------------------|
| ☒ Town Manager | ☐ Legal | ☐ Risk Management | ☐ Finance | ☐ Other: |
|--|--------------------------------|--|----------------------------------|---------------------------------|

Financial Review (if applicable):

- Funding Source / GL Account Number: (see financing structure in presentation)
- Approved in the FY26 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

At the November 6, 2025, Council meeting, representatives from SitelogIQ will present a proposal for the installation of a ground-mounted solar photovoltaic (PV) system at the Town's Wastewater Treatment Plant (WWTP). The project has been carefully reviewed by staff and is recommended for Council consideration due to its offsetting cost structure, long-term savings, and ability to finalize the solar array already in place at the WWTP. Outlined below are the specific reasons Town staff support this project:

Financial Responsibility and Cost Offsetting

The proposed solar system would offset approximately 600,000 kWh per year of electricity currently purchased from APS. At this time, the WWTP is the Town's largest utility expense.

Through a tax-exempt municipal lease, the Town can fund the \$1.39 million project with no upfront cost. Lease payments would be fully supported by utility savings, allowing the Town to redirect money currently paid to APS toward loan repayment. Within 20 years, the Town will own the system outright, and over a 30-year lifespan, the system is projected to yield approximately \$1.4 million in cumulative savings. These savings directly contribute to the Town's goal of long-term fiscal sustainability without increasing the tax burden on residents.



Town Council

Agenda Information Memorandum

Strategic Timing and Federal Incentive Opportunity

By initiating construction before July 2026, the Town remains eligible for a \$342,000 Federal Inflation Reduction Act (IRA) Investment Tax Credit (ITC). While the financing model does not depend on the ITC to be viable, this incentive represents a major financial advantage that can be used to:

- Reduce annual loan payments,
- Refinance under more favorable terms after year five, or
- Be applied toward other high-priority Town projects.

Taking action now ensures the Town can lock in the ITC benefit before the incentive phases out and avoid potential rate increases from APS, which historically fluctuate between 0–10% per rate case year.

Long-Term Operational Efficiency

Once the loan is repaid, the WWTP will have a fully owned renewable energy asset providing clean, predictable power for decades.

This project stabilizes one of the Town's most volatile operational costs, reduces exposure to rising utility rates, and reflects prudent financial planning for one of the Town's most energy-intensive facilities.

In addition, the system's warranties (20–25 years for panels, 10–15 years for inverters) and built-in performance guarantees provide strong protection against unforeseen maintenance costs. SitelogIQ will also train Town staff in routine monitoring and maintenance to ensure ongoing efficiency and local control.

Connection to the [FY25-FY30 Strategic Plan](#)

This project advances the Town's Strategic Plan goals by promoting fiscal responsibility, operational efficiency, and sustainable infrastructure, reinforcing Camp Verde's commitment to smart resource management.

Question(s) before the Council:

- Does Council have any questions for staff?
- Does the Council have any questions for SitelogIQ?
- How would the Council like to proceed with regards to this project?

Town of Camp Verde Solar Array Project – Council Information Packet

Executive Summary

The Town of Camp Verde is evaluating a proposed project at its Wastewater Treatment Plant (WWTP) that supports key FY25–30 Strategic Plan priorities, including fiscal responsibility, operational efficiency, sustainable infrastructure, and quality of life. Developed by SitelogIQ, the project proposes installing a ground-mounted solar photovoltaic (PV) system to offset utility costs and protect against rising long-term energy expenses. Primarily funded through utility savings at the town’s largest energy consumer, the system is projected to not only pay for itself but also deliver \$1.2 million in additional cumulative savings over its 30-year lifespan.

The recommended funding model utilizes a tax-exempt municipal lease structure to fund the \$1,394,485 investment and requires no money down. Once the solar array is operational, the wastewater treatment plant’s utility payment savings would be redirected toward loan repayment, resulting in ownership of the system within 20 years. Upon repayment, the Town would own the system outright, offset utility costs, and generate positive cash flow in the following decade.

There is a sense of urgency regarding the \$342,000 Federal Inflation Reduction Act (IRA) Investment Tax Credit (ITC) payment the town will be entitled to receive following project completion. The project needs to be significantly underway by July of 2026 as the tax credits will be sunsetting after that date. The tax credit is not required to fund this project as currently presented but does add significant financial upside.

The decision requested from the Council is to approve moving forward with this funding option to secure the financial and operational benefits while ensuring fiscal prudence and control. This approach allows the Town to act now - locking in favorable rates, mitigating exposure to escalating utility costs, and preserving the ITC benefit.

1. Project Overview

The proposed solar array at the WWTP will offset approximately 600,000 kWh per year of electricity currently purchased from APS. This project represents an opportunity for Camp Verde to reduce its long-term energy expenditure and insulate the Town’s operational budget from unpredictable energy rate increases. The solar array will be constructed as a ground-mounted PV system on Town property and owned by the Town once the loan is repaid.

Comparable municipal projects, such as the City of Orange Cove, California, have demonstrated substantial success, achieving over \$170,000 in annual net savings following installation of a similar system. Please see the case studies included at the end of the working session presentation packet for more information on SitelogIQ’s successful municipal solar energy projects.

2. Why Now – Urgency and Financial Opportunity

APS utility rates are projected to continue rising, historically fluctuating between 0–10% in rate case years. Modeling assumptions use a 4% annual escalation to reflect these trends. If the Town proceeds now, it can stabilize costs and reduce exposure to future rate volatility.

Additionally, the federal Investment Tax Credit (ITC) under the Inflation Reduction Act (IRA) offers a 25.5% of the total project cost for municipal solar projects that begin construction before July 5, 2026. Failing to act before this deadline could result in the Town forfeiting more than \$342,000 in potential credit value. While the recommended funding model does not rely on the ITC, proceeding now preserves eligibility and positions the Town to claim these funds once the project construction is complete.

3. Project Funding

The proposed funding structure assumes no ITC proceeds applied to the loan repayment, providing a fiscally conservative scenario that ensures the Town can proceed without federal dependency. Under this structure:

- Financed investment: \$1,460,555
- Utility escalation: 4% per year.
- Loan interest rate: Fixed at 4.85% for a term of 20 years.
- Town contribution: Future WWTP utility budget savings redirected to loan repayment.
- No lease payment due until December 2027, allowing for approximately 16 months of savings to be generated by the system prior to the first payment.
- 20-year lease fully repaid in 19 annual installments.
- Positive cash flow in the later years of the system's operation, totaling approximately \$1.4 million in cumulative savings by the end of Year 30.
- This project will be eligible to receive a \$342,000 federal Investment Tax Credit.

This model maintains long-term fiscal responsibility, providing predictable payments, full system ownership, and a hedge against future rate increases. The project is designed to be largely self-funding — requiring no upfront Town capital and ensuring debt service is supported by avoided utility costs.

Additionally, when the Town successfully receives the \$342,000 ITC, it will unlock substantial financial flexibility. The funds can be applied directly to reduce the impact of annual loan payments year over year, used to refinance the project under more favorable terms after year 5, or be allocated toward other high-priority Town initiatives—maximizing the impact of the incentive and supporting broader community goals.

4. Risks and Mitigations

Key risks identified and addressed in the project planning include:

- ITC timing/non-receipt risk: Mitigated by using a financing model that requires no ITC. If ITC funds are received, they can be placed in escrow to neutralize cash flow, used to refinance at Year 5, or reinvested in other municipal priorities. The risk of not receiving the ITC can be mitigated by adhering to IRS requirements and deadlines, which include beginning meaningful construction by July 5th, 2025.
- Utility escalation uncertainty: The annual escalation assumption used in the financial model is 4%. Even if escalation averages lower, the project still produces significant long-term savings; if higher, benefits increase proportionally. Future utility escalation will apply to energy purchased by Camp Verde at all its accounts; therefore, lower escalation would help the city.
- System performance: SitelogIQ guarantees the installed system will produce the stated solar production as determined during system commissioning. Panels include 25-year manufacturer warranties with minimal expected degradation of approximately 0.5% per year, which is factored into the project cashflow.
- Operations and Maintenance (O&M): Cloud-based system monitoring is included for year one, with minor ongoing communication costs (~\$50/month). Routine panel cleaning is generally unnecessary in the local climate. SitelogIQ will train Camp Verde's team on routine O&M so the town may perform these services themselves. The town also has the option to extend the performance guarantee by having SitelogIQ's O&M team perform these services at an additional cost.

5. Fiscal and Operational Benefits

The proposed solar project delivers multiple fiscal and operational benefits to Camp Verde:

- Reduces annual WWTP utility costs by approximately 79% during the loan period. These savings are used to pay the annual financing debt service.
- Generates a 30-year cumulative savings of \$1,400,000 with a net present value savings of approximately \$369,000 in today's dollars. This would nearly double with the \$342,000 Investment Tax Credit.
- Allows complete ownership of the system after loan repayment, creating a long-term revenue-positive asset.
- Demonstrates environmental stewardship and fiscal prudence consistent with the Town's Strategic Plan.

6. Addressing Common Concerns

The Council may have reasonable questions about solar system reliability, maintenance, or financial exposure. The following responses are based on industry standards and third-party data:

- Longevity: Modern PV panels typically maintain 80–85% of their original output after 25 years, with numerous installations from the 1970s still operational today.
- Maintenance: Panels are stationary and have no moving parts; major maintenance events are rare. Local precipitation generally keeps panels clean enough to avoid performance loss.
- Warranty: 20–25-year manufacturer warranties cover performance and materials; inverters carry 10–15-year warranties. Actual warranties depend on equipment specified in the final design.
- Monitoring and Support: Real-time system monitoring ensures optimal performance, and SitelogIQ can provide ongoing service support as needed.
- Energy Output Guarantee: SitelogIQ guarantees the year-one production and will make any required modifications to deliver the target energy output. The town has the option of future year guarantees by contracting for operating and maintenance services through SitelogIQ.

7. Next Steps and Decision Requested

The following steps outline the recommended process and timeline for the Town of Camp Verde to proceed:

- Approve the funding option to initiate project development and secure financing.
- Enable staff to collaborate with SitelogIQ and its financing partner to finalize the financing term sheet and draft construction agreement for legal review and council vote.
- Maintain eligibility for the ITC by authorizing procurement and contracting steps to begin before July 2026.
- Proceed with the Financing Request for Proposal (RFP) process (10–14 days in market, ~30-day selection window).
- Schedule final approval and notice to proceed upon completion of financing and legal review.

Council authorization to pursue financing and negotiate contracts at the upcoming November 12th working session will enable timely action to preserve incentives, secure favorable financing, and realize long-term operational savings for the Town.

TOWN OF CAMP VERDE

SOLAR ARRAY PROJECT WORKING SESSION



AGENDA



INTRODUCTION



PROJECT PURPOSE & IMPACT



PROJECT FUNDING



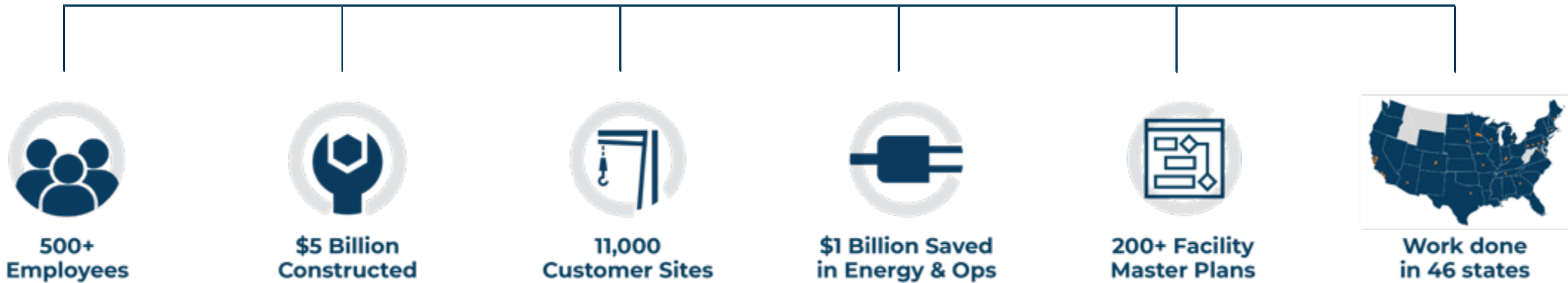
RISKS AND BENEFITS



NEXT STEPS & DISCUSSION

WHO IS SITELOGIQ?

We deliver capital planning, energy efficiency, and infrastructure solutions for Arizona Municipalities.



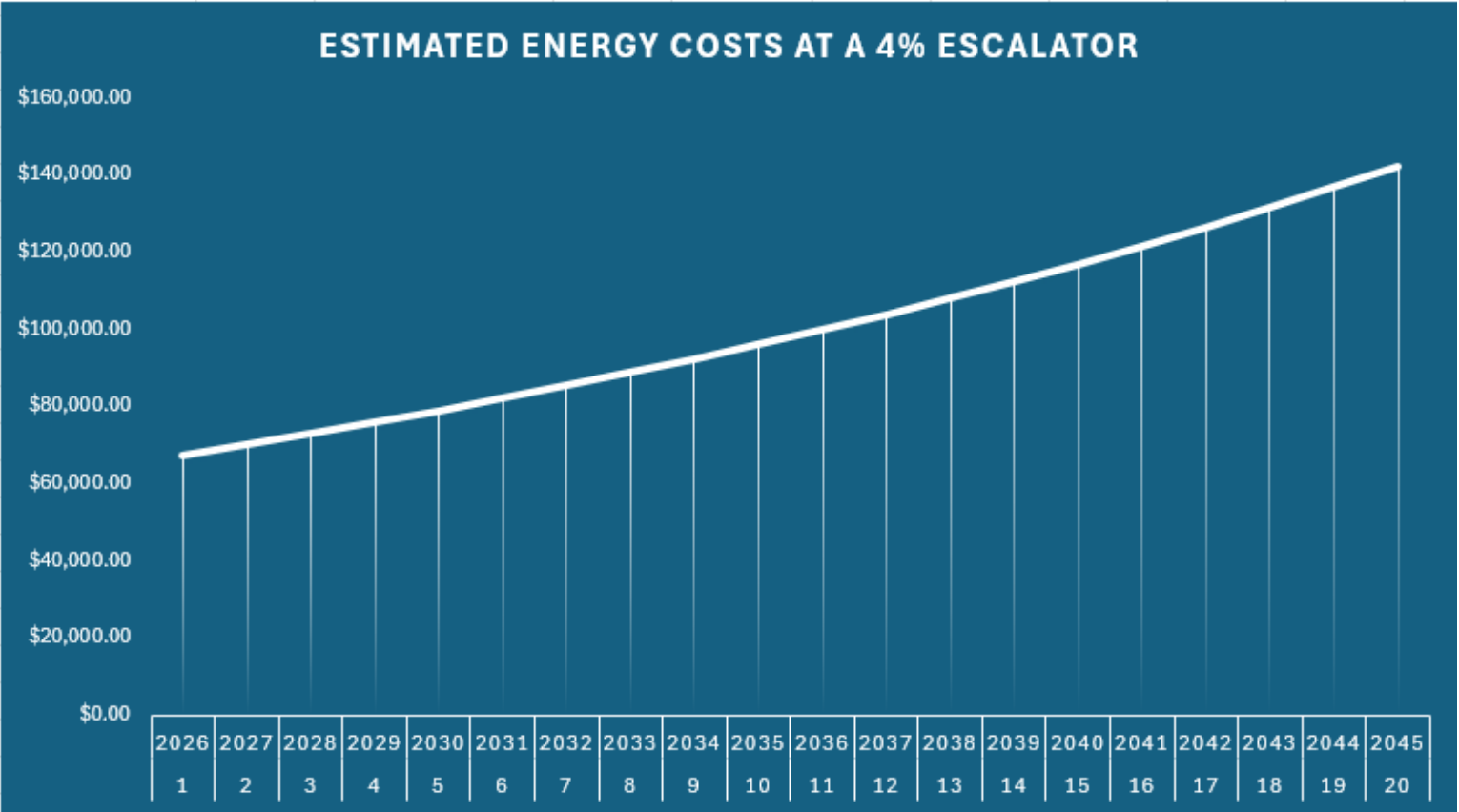
INTRODUCTION

- The existing solar installation currently accounts for approximately 25-40% of the total energy consumption at the wastewater plant.
- Based on historical APS billing data and previous calculations, it is estimated that the plant has a 100-120kW solar system installed, generating around 175,000 kWh annually.
- The remaining annual energy consumption you are currently purchasing from APS, totals 633,840 kWh (from July 2023 to June 2024).
- The proposed 334kW solar array, as illustrated on the following slides, would effectively offset the remaining energy purchased from APS.

ENERGY COSTS PROJECTION AT WWTP

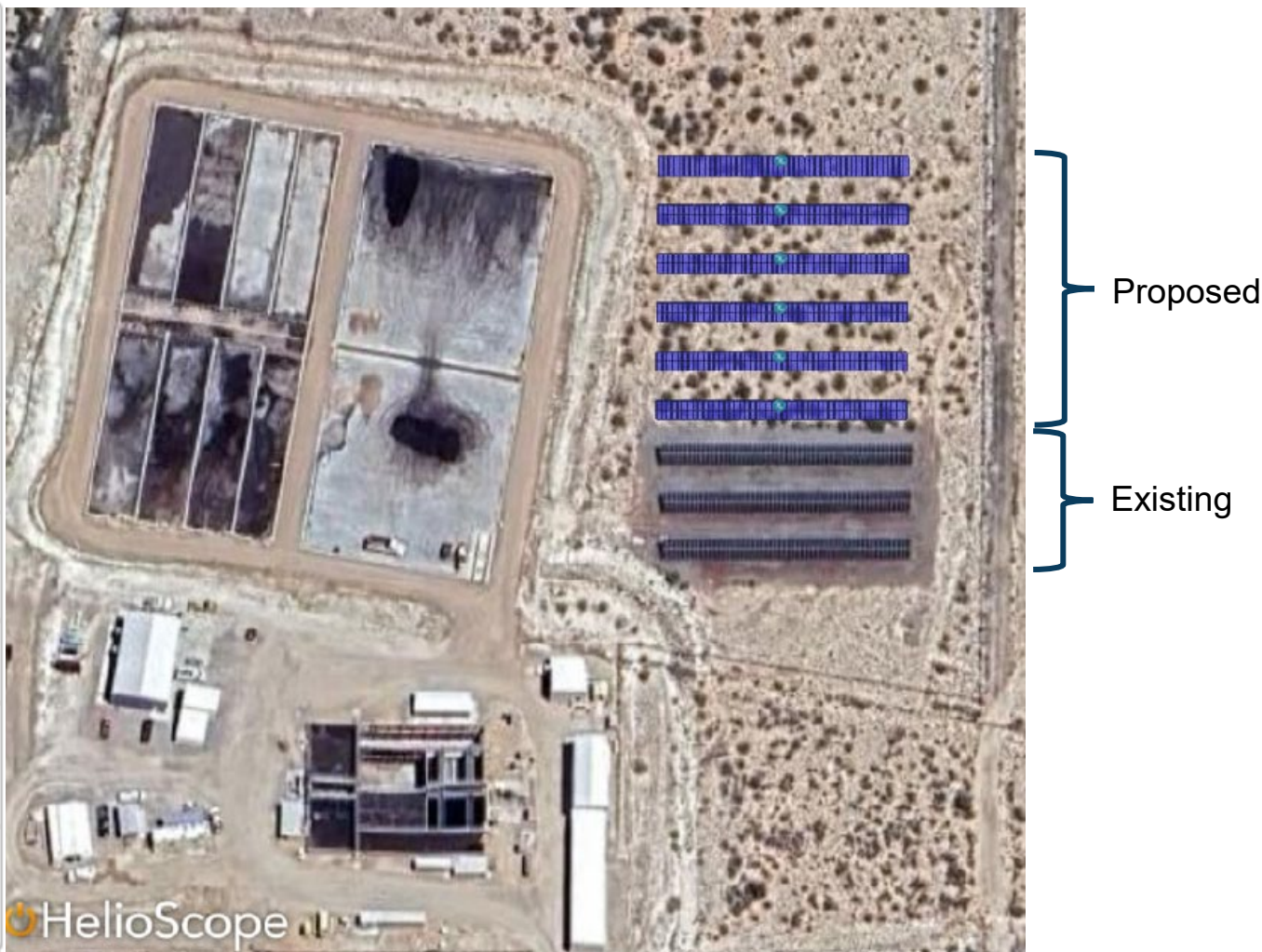
- Escalating utility rates **will** significantly impact operational budgets.
- **Delaying action increases** long-term **financial burden and risk.**
- **Because of sunset of federal incentives, now is the optimal time** to explore cost mitigation strategies such as renewable energy and efficiency upgrades.
- **Proactive planning** can lock in unpredictable energy costs and **reduce exposure to rate hikes.**

20-YEAR PROJECTED TOTAL ENERGY COST: \$2,007,675

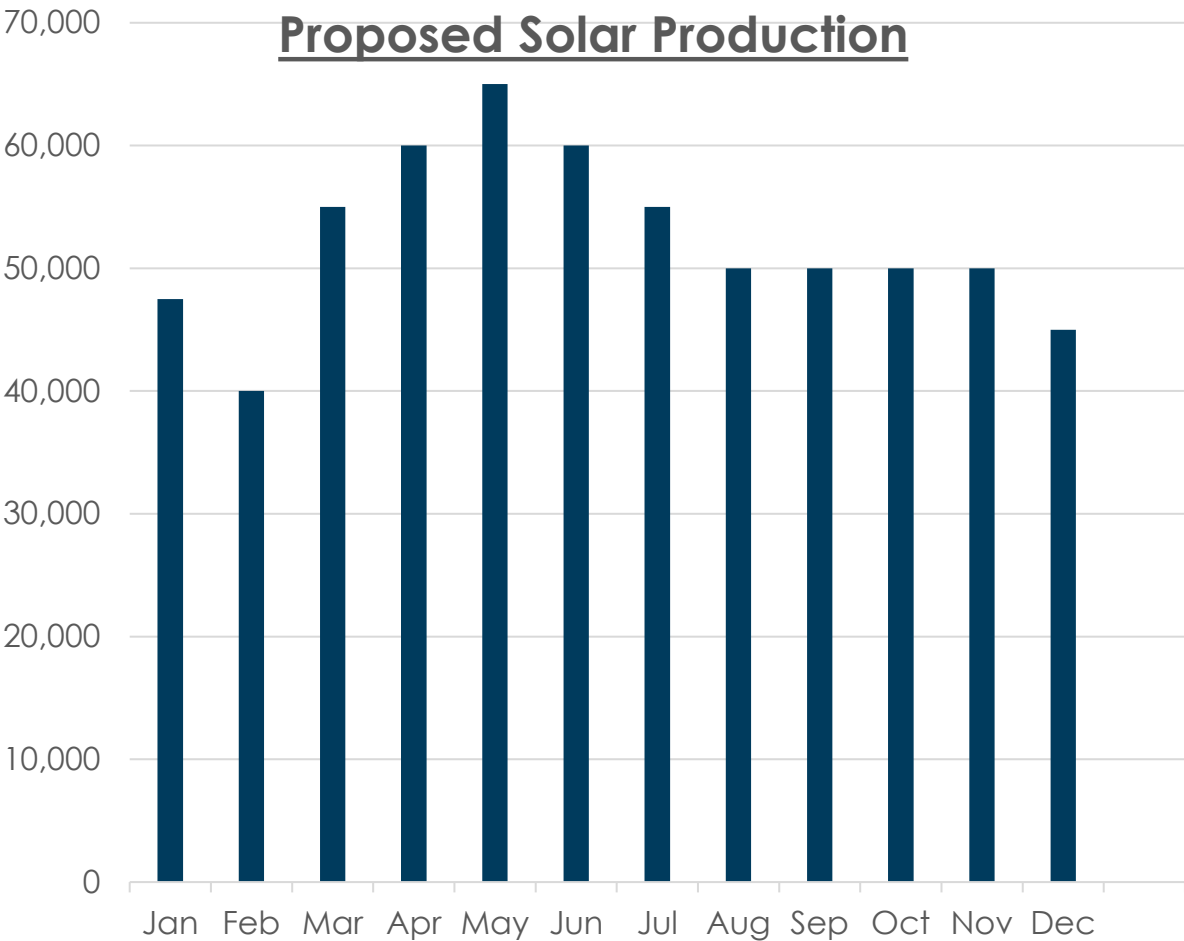
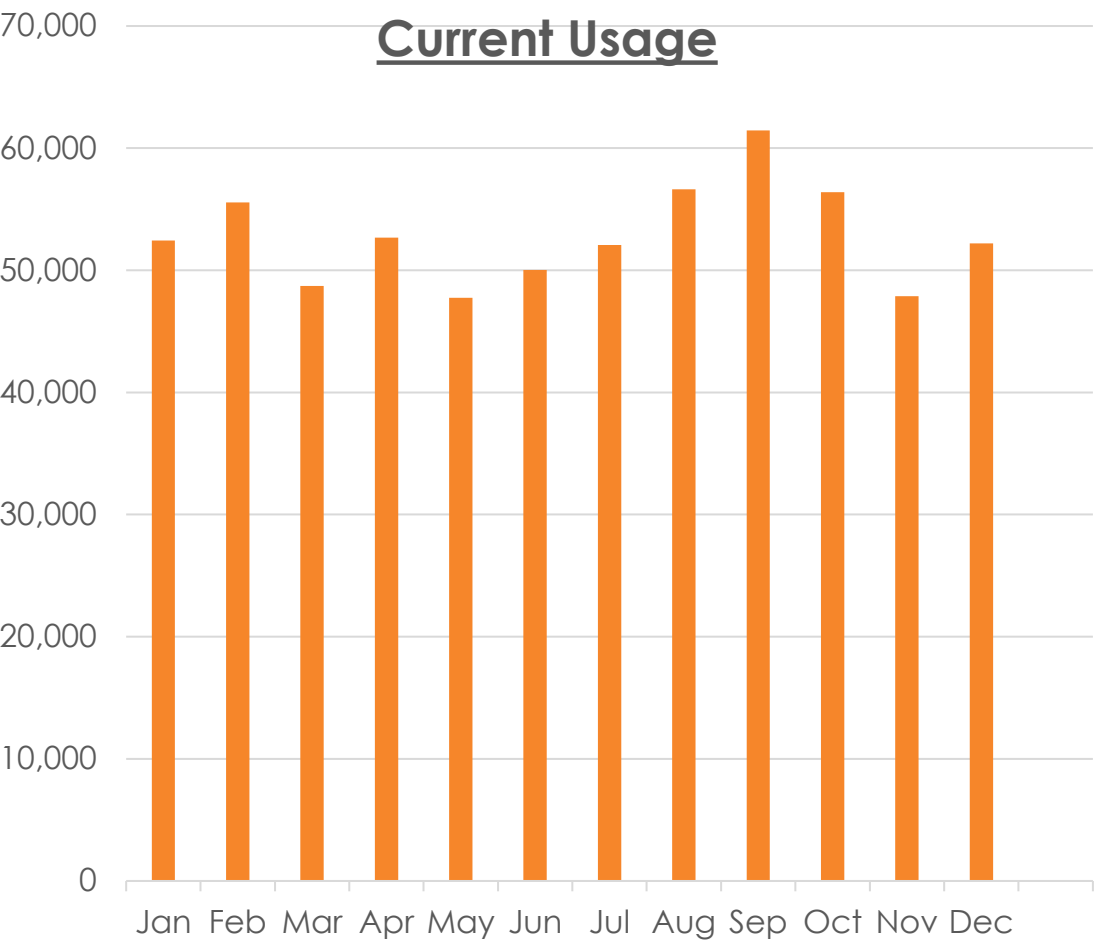


WASTEWATER TREATMENT PLANT – PROPOSED ARRAY

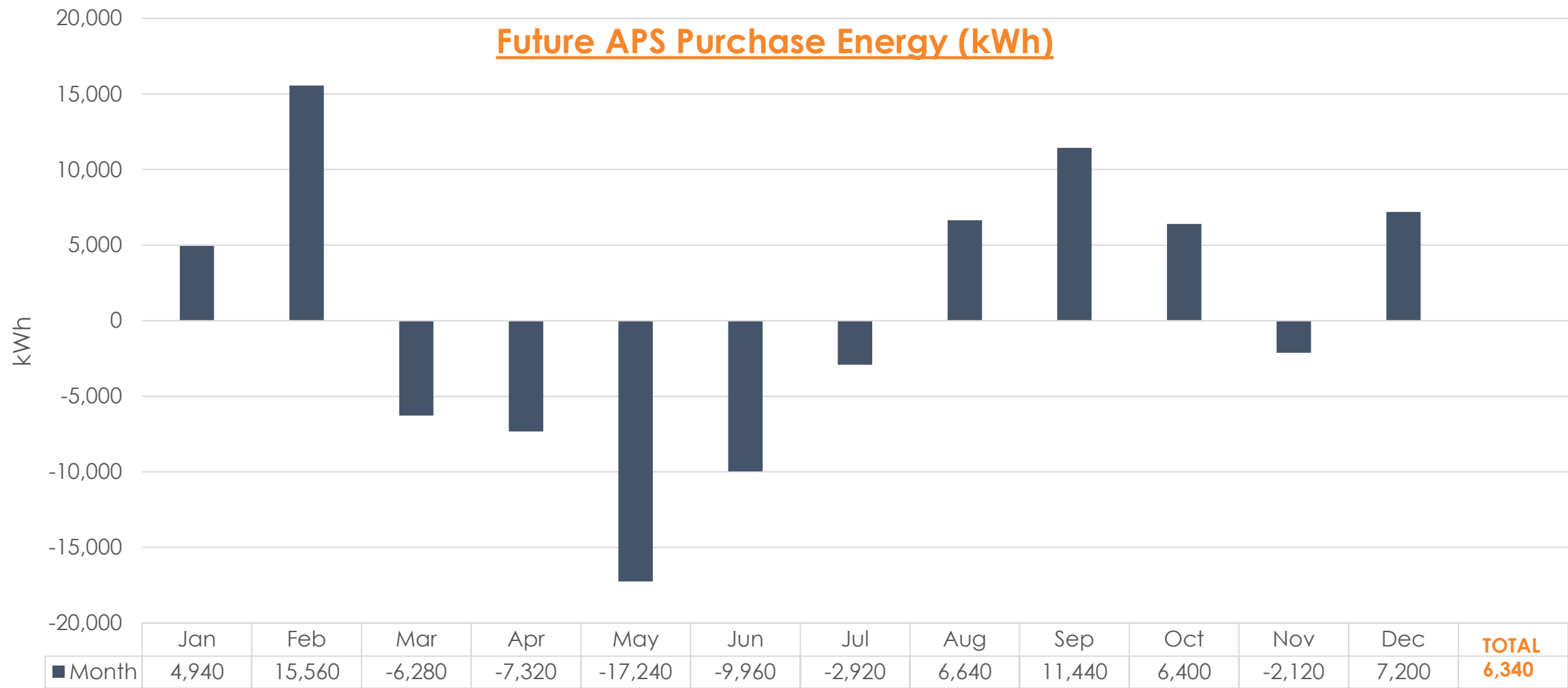
System Metrics	
Design	WWTP - Proposed Only
Module DC Nameplate	334.1 kW
Inverter AC Nameplate	300.0 kW Load Ratio: 1.11
Annual Production	627.5 MWh
Performance Ratio	80.2%
kWh/kWp	1,878.4
Weather Dataset	⚠ TMY, 10km Grid (34.55,-111.85), NREL (prospector)
Simulator Version	1a1573ac1f-96120b9d6a-2584eef8a2-2af2ce0bae



WASTEWATER TREATMENT PLANT



WASTEWATER TREATMENT PLANT – UTILITY PROVIDED KWH POST SOLAR



ITC DEADLINES & RISKS OF DOING NOTHING

The “Big Beautiful Bill” (2024) and IRS Notice 2025-42 updated the ‘begin construction’ rules under IRC §48 / §48E.

For Camp Verde, both Safe Harbor methods are available and meeting either test locks in the full ITC rate:

- 5% Safe Harbor Test — incur $\geq 5\%$ of total project cost (\$67,134) by July 5, 2026
- Physical Work Test — begin “physical work of a significant nature.” by July 5, 2026

If no action is taken by July 4, 2026, the Town risks losing out on more than \$342,000.

Bottom Line— Acting now secures the \$342,380 (25.5%) tax credit, accelerates payback, and locks in long-term savings for Camp Verde

PROJECT FUNDING

INPUTS	
BASE PROJECT INVESTMENT	\$1,342,670.00
LOAN/BONDING FEES/Capitalized Interest	\$117,885.40
TOTAL PROJECT INVESTMENT	\$1,460,555.40
CITY CONTRIBUTION	\$0.00
LOAN 1 AMOUNT	\$1,460,555.40
Solar Investment Tax Credit (ITC)	\$0.00
LOAN 1 INTEREST RATE	4.85%
LOAN 1 FINANCE TERM (YEARS)	20
TOTAL LOAN PAYMENTS	19
UTILITY ESCALATION	4.0%

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Utility Cost Reduction	Unused Revenues	Debt Service Coverage
12/01/2026		67,885	-67,885				
12/01/2027	40,973	111,810		111,810	87,877	-23,933	78.59%
12/01/2028	19,685	88,535		88,535	69,584	-18,951	78.59%
12/01/2029	24,182	92,077		92,077	72,368	-19,709	78.59%
12/01/2030	29,037	95,760		95,760	75,262	-20,498	78.59%
12/01/2031	34,277	99,591		99,591	78,273	-21,318	78.59%
12/01/2032	39,923	103,574		103,574	81,404	-22,170	78.59%
12/01/2033	46,002	107,717		107,717	84,660	-23,057	78.59%
12/01/2034	52,541	112,025		112,025	88,046	-23,979	78.59%
12/01/2035	59,571	116,506		116,506	91,568	-24,938	78.59%
12/01/2036	67,120	121,167		121,167	95,231	-25,936	78.59%
12/01/2037	75,222	126,013		126,013	99,040	-26,973	78.59%
12/01/2038	83,912	131,055		131,055	103,002	-28,053	78.59%
12/01/2039	93,223	136,297		136,297	107,122	-29,175	78.59%
12/01/2040	103,197	141,749		141,749	111,407	-30,342	78.59%
12/01/2041	113,871	147,418		147,418	115,863	-31,555	78.59%
12/01/2042	125,291	153,316		153,316	120,498	-32,818	78.59%
12/01/2043	137,499	159,447		159,447	125,317	-34,130	78.59%
12/01/2044	150,546	165,825		165,825	130,330	-35,495	78.59%
12/01/2045	164,481	172,458		172,458	135,543	-36,915	78.59%
	1,460,555	2,450,226	-67,885	2,382,340	1,872,395	-509,945	

Annual Project Energy Savings	Year
	0
\$ 20,969	1
\$ 66,908	2
\$ 69,584	3
\$ 72,368	4
\$ 75,262	5
\$ 78,273	6
\$ 81,404	7
\$ 84,660	8
\$ 88,046	9
\$ 91,568	10
\$ 95,231	11
\$ 99,040	12
\$ 103,002	13
\$ 107,122	14
\$ 11,147	15
\$ 115,863	16
\$ 120,498	17
\$ 125,317	18
\$ 130,330	19
\$ 135,543	20

PROJECT FUNDING (CONTINUED)

Period Ending	Lease Year	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Utility Cost Reduction	Unused Revenues	Debt Service Coverage
12/01/2026	1		67,885	-67,885				
12/01/2027	2	40,973	111,810		111,810	87,877	-23,933	78.59%
12/01/2028	3	19,685	88,535		88,535	69,584	-18,951	78.59%
12/01/2029	4	24,182	92,077		92,077	72,368	-19,709	78.59%
12/01/2030	5	29,037	95,760		95,760	75,262	-20,498	78.59%
12/01/2031	6	34,277	99,591		99,591	78,273	-21,318	78.59%
12/01/2032	7	39,923	103,574		103,574	81,404	-22,170	78.59%
12/01/2033	8	46,002	107,717		107,717	84,660	-23,057	78.59%
12/01/2034	9	52,541	112,025		112,025	88,046	-23,979	78.59%
12/01/2035	10	59,571	116,506		116,506	91,568	-24,938	78.59%
12/01/2036	11	67,120	121,167		121,167	95,231	-25,936	78.59%
12/01/2037	12	75,222	126,013		126,013	99,040	-26,973	78.59%
12/01/2038	13	83,912	131,055		131,055	103,002	-28,053	78.59%
12/01/2039	14	93,223	136,297		136,297	107,122	-29,175	78.59%
12/01/2040	15	103,197	141,749		141,749	111,407	-30,342	78.59%
12/01/2041	16	113,871	147,418		147,418	115,863	-31,555	78.59%
12/01/2042	17	125,291	153,316		153,316	120,498	-32,818	78.59%
12/01/2043	18	137,499	159,447		159,447	125,317	-34,130	78.59%
12/01/2044	19	150,546	165,825		165,825	130,330	-35,495	78.59%
12/01/2045	20	164,481	172,458		172,458	135,543	-36,915	78.59%
		1,460,555	2,450,226	-67,885	2,382,340	1,872,395	-509,945	

BENEFITS OF PROPOSED FUNDING MODEL

- **Addresses Tax Credit Concerns**

Provides a funding option that still benefits the town long-term, independent of the Investment Tax Credit (ITC) timeline.

- **Year-over-Year Debt Service Support**

Accommodates the likelihood that the ITC is received. ITC funds can be used annually to cover remaining debt service obligations.

- **Flexibility**

Allows for potential 15-year refinancing after 5 years, where the balance of the ITC can be applied as a buy-down.

- **Long-Term Fiscal Responsibility**

Maintains positive cash flow beyond year 20, producing approximately \$1.4 million in positive cash flow over the 30-year equipment life

- **Early Savings Advantage:**

Camp Verde begins accumulating energy savings ~16 months before the first payment in Dec 2027 and completing the 20-year loan in just 19 payments.

LONG-TERM IMPACT

- **Net Savings (Years 21–30):** In years 21-30, the cumulative net savings are estimated at **\$1,391,143**.
- **Cumulative Net Present Value (NPV) Savings:** Reflects the total savings over time, adjusted to today's dollars using a 4% discount rate. This accounts for the time value of money, providing a more realistic measure of financial benefit. The cumulative NPV savings are estimated at **\$369,274**. With the \$342,000 ITC, the cumulative NPV increases to **\$711,654**.

NEXT STEPS:

- **Council to Approve Staff to Develop Contract and Pursue Financing**
- **Financing Process:**
 - **Prepare financing term sheet and RFP to secure bids and better interest rates if possible.**
 - **RFP would be in market for 10-14 days.**
- **Contract Review:**
 - **Town legal team to review construction agreement.**
 - **Legal review expected to take ~30 days, aligned with financing.**



SITELOGIQ TESTIMONIAL



Project Description

The City of Orange Cove completed the installation of a 487kW ground-mounted solar photovoltaic (PV) system designed to offset the electrical demand at its wastewater treatment plant, along with a City-Wide LED lighting retrofit. This \$2.2 million renewable energy project represents a strategic investment expected to produce immediate energy cost reductions and deliver an estimated net savings of over \$170,000 annually.

SITELOGIQ TESTIMONIAL



Challenges, Solutions & Project Benefits

As a small rural city with limited financial resources, Orange Cove had few options for upfront capital. Traditional financing mechanisms were difficult to access or not feasible. City staff and SitelogIQ worked diligently to identify a viable funding source, ultimately securing a low interest loan through the California Energy Commission.

Additional References



Client	LED Lighting	HVAC Replacement	Solar	O&M	Reference Contact
Amador County	■	■	■	■	Name: Mark Olivarria Title: Facilities & Projects Manager E: molivarria@amadorcounty.gov Tele: 209.223.6744
Biola Community Services District	-	■	■	■	Name: Jennifer Duarte Title: Director E: jennifer.duarte@biolacsd.org Tele: 559.843.2657
City of Kingsburg	-	-	■	-	Name: Daniel Galvez Title: Public Works Director E: dgalvez@cityofkingsburg-ca.gov Tele: 559.897.2931
City of Oakdale	■	■	■	■	Name: Albert Avila Title: Finance Director E: AAvila@oakdaleca.gov Tele: 209.845.3696
City of Orange Cove	■	-	■	■	Name: Dario Dominguez Title: Interim City Manager E: ddominguez@cityoforangecove.com Tele: 559.626.4488
City of Parlier	■	■	■	■	Name: Alma Beltran Title: Mayor E: ABeltran@parlier.ca.us Tele: 559.646.3545
City of Riverbank	■	■	■	■	Name: Marisela Garcia Title: City Manager E: mhgarca@riverbank.org Tele: 209.863.7110
City of Santa Cruz	■	-	■	■	Name: Filipina Warren Title: Public Works Operations Manager E: fwarren@santacruzca.gov Tele: 831.420.5559
County of Mariposa	■	■	■	■	Name: Miles Menetrey Title: County Supervisor E: mmenetrey@mariposacounty.org Tele: 209.966.3615
Forestville Water District	■	-	■	■	Name: Chad Davisson Title: General Manager E: cdavisson@forestvillewd.com Tele: 707.887.1551
Lamont Public Utilities District	-	-	■	■	Name: Scott Taylor Title: General Manager E: staylor@LPUD.org Tele: 661.845.1213



Meeting Date: November 12, 2025

Agenda Item Type:

- | | | |
|---|---|---|
| ☐ Consent Agenda | ☐ Informational Presentation | ☒ Discussion Item |
| ☐ Action/Decision Item | ☐ Executive Session Request | ☐ Other: |

Requesting Department: Public Works **Staff Resource:** Martin Smith, CIP Project Manager

Agenda Title: Discussion, consideration, and possible direction to staff regarding the Town's Job Order Contracting program.

Attached Documents:

- Sample JOC Selection RFQ
- Sample JOC Quote Request

Estimated Presentation Time: 5 minutes **Estimated Discussion Time:** 40 minutes

Reviewed By:

- | | | | | |
|--|---|--|----------------------------------|---------------------------------|
| ☒ Town Manager | ☒ Legal | ☐ Risk Management | ☐ Finance | ☐ Other: |
|--|---|--|----------------------------------|---------------------------------|

Financial Review (if applicable):

- Funding Source / GL Account Number: N/A
- Approved in the FY26 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

In October 2023, Town staff issued a Request for Qualifications (RFQ) solicitation to establish a list of qualified Job Order Contract (JOC) contractors. Following the evaluation process, Town Council, in December 2023, approved staff's recommendations and authorized contracts with the selected firms. The approved contracts were structured with an initial two-year term and included three optional one-year extensions.

Since the program's implementation, staff has utilized the JOC process to successfully deliver a number of projects of varying size, scope, and complexity. The program has allowed for streamlined procurement and timely completion of work that would otherwise require a separate bidding process for each individual project.

Recently, staff received guidance from the Town's legal counsel regarding the Town's JOC procurement and project assignment procedures. Specifically, the guidance pertains to the process for assigning individual job orders once the initial pool of qualified contractors has been established.

Staff understands that the initial RFQ process is strictly qualification-based, with no consideration of cost in selecting the pool of JOC contractors. Only after the selection and ranking of contractors based on



Town Council Agenda Information Memorandum

qualifications may the Town proceed with price negotiations. The Town may choose to negotiate with the top-ranked firm, and if an agreement cannot be reached, negotiations may proceed sequentially down the list. In the alternative, the Town may issue a Request for Proposals (RFP) to all prequalified contractors on the list within a category, without initiating a full bid process or public notice, consistent with statutory allowance.

Legal counsel's guidance suggests that using cost as a competitive factor at the initial Master JOC stage does not align with statutory intent, so staff is working to ensure that future JOC assignments are consistent with Title 34 requirements and best practices.

Staff is committed to implementing a JOC program that balances legal compliance with the Town's goals for efficiency, transparency, and fiscal responsibility. To that end, staff is seeking direction from Council on the use of JOCs for the future. Does Council have a preference on whether the Town negotiates sequentially with the qualified vendors or issues an RFP, if time permits? Alternatively, the Town could limit use of JOCs altogether and instead issue individual solicitations. Although this is not a common practice for cities and towns, it is an option Council may consider.

Connection to the [FY25-FY30 Strategic Plan](#)

This project complies with the "Community Infrastructure" area of the strategic plan.

Question(s) before the Council:

- Does Council have any questions for staff?



Town of Camp Verde, Arizona

NOTICE OF FORMAL SOLICITATION

SOLICITATION NO: 23-180

SOLICITATION TYPE:

REQUEST FOR QUALIFICATIONS

SERVICES SOUGHT:

Job Order Contracting for: Street, Stormwater, Wastewater, Water, and General Facility Maintenance & Construction

RESPONSE DUE DATE AND TIME:

November 9, 2023 by 2:00 p.m.

LOCATION:

Town of Camp Verde

Public Works Department

395 S. Main Street

Camp Verde, Arizona 86322

Notice is hereby given that the Town of Camp Verde (TOWN) is conducting a competitive one-step process to retain Contractors for a Job Order Contract (JOC) to provide a variety of Street, Stormwater, Wastewater, Water, and Facilities general maintenance and construction services for the Town of Camp Verde at various locations, including but not limited to Town Rights of Way, Easements, Town Grounds and Facilities, and the Wastewater Treatment Plant. Individual Job Orders will not exceed the statute allowed amount of 1 million dollars (\$1,000,000). This is a “one-step” qualifications-based selection process for “Construction Services” pursuant to A.R.S. § 34-601 *et seq.* The initial activity will involve an evaluation and ranking of Contractors’ qualifications and experience with similar projects through a review and evaluation of required Statements of Qualifications. The Town, at its sole discretion, may make its determination of the final list solely on review and evaluation of the Statements of Qualifications **or** the TOWN *may* request for interviews and make its determination of the final list on the combined results of the Statements of Qualifications review and evaluation and the interview.

The term of this Agreement will be for two (2) years with three (3) additional one-year renewal options. However, services will be requested on an as-needed, if- needed basis and the resultant Agreements neither exclusive nor a commitment by the Town that the Contractor's services will be required.

Solicitation documents are available through the Public Purchase website at www.publicpurchase.com. If Contractors are not registered with Public Purchase they may contact Martin Smith for instructions at martin.smith@campverde.az.gov.

Proposers are invited to review the information and to submit their Statements of Qualifications in accordance with the criteria established within this Request for Qualifications (RFQ). All questions regarding this RFQ must be posted through the Public Purchase web site www.publicpurchase.com. Questions must be submitted no later than forty-eight (48) hours prior to the due date and time cited above. Questions will be responded to on the Public Purchase web site by written addenda to this document. **Oral questions will not be addressed nor answered.**

Responses to this solicitation will be received by the Public Works Department, Town of Camp Verde, 395 S. Main Street, Camp Verde, Arizona 86322, until the time and date cited above. As selection of approved Contractors is dependent upon the review and evaluation process, there will be no public opening of submittals. A final list of approved Job Order Contract will be posted upon approval by the Town Council.

Responses must be submitted in a sealed envelope with the solicitation invitation number and the Respondent's name and address clearly indicated on the envelope. All responses must be completed in ink or typewritten (corrections must be lined

through and initialed, No white out). Additional instructions for preparing your responses are provided on the following pages.

Responses must be in the actual possession of the Public Works Department and stamped by a member of the Public Works staff on or prior to the exact time and date indicated above. Late responses or unsigned responses **will not** be considered under any circumstances.

The Town of Camp Verde reserves the right to reject any or all responses, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any response. All information regarding the content of the specific responses will remain confidential until an Agreement is finalized, or all responses are rejected.

Publish Date: Verde Independent – Sunday, October 8th and Sunday, October 15th

PUBLISHERS AFFIDAVIT REQUIRED

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SCOPE OF WORK

1. BACKGROUND:

Job Order Contracting is an alternative delivery method for construction and repair of public works projects (including Streets, Stormwater, Wastewater, Facilities and General Maintenance). JOC's differ from the standard project-specific, low bid contracts in that they are indefinite-quantity contracts, which can be awarded on the basis of qualifications. Best value may be considered in awarding the JOC or in awarding Job Orders under the JOC contract.

2. SCOPE OF REQUIRED SERVICES:

The Town of Camp Verde, Public Works, is in need of Street, Stormwater, Wastewater, Water, and General Maintenance and Construction contracting services including but not limited to:

- Asphalt patching and surfacing including subgrade and base preparation.
- Concrete work including foundations, slabs, sidewalks, curb and gutter, etc.
- Construction, maintenance, and repair of flood control and drainage work such as swales, ditches, channels, headwalls, culverts, storm sewers, detention areas/structures, etc.
- Demolition repair and construction of structures.
- Construction or replacement of sewer lateral or service lines.
- Construction or replacement of sewer main lines.
- Sewer manhole installation and rehabilitation.
- General excavating, compaction and grading.
- Retaining walls/structures and slope stabilization
- Pipefitting, replacement, and repair of stormwater, wastewater, and water system components (including work in confined spaces).
- Potholing for utility location.
- Pipefitting and replacement/installation.
- Emergency repairs for water and wastewater systems
- Other Miscellaneous tasks as required.

3. SPECIFICATIONS

All work shall be conducted by a firm properly licensed by the State of Arizona and shall conform to Town, MAG, and the Arizona Department of Environmental Quality (ADEQ) standards, rules and guidelines.

4. SAFETY

The Contractor shall provide sufficient safety devices (cones, barricades, tape) to establish a safety zone around the work area. The Contractor shall submit a traffic control plan and provide its personnel with safety vests for projects in the right of way or where vehicular traffic is present, or as requested by the TOWN. During the construction process, the Contractor shall comply with all applicable federal, state and TOWN health and safety laws and regulations including, but not limited to all applicable "OSHA Standards for the Construction Industry" including, but not limited to, 29 CFR Part 1926, Subpart P – Excavations. Knowing and following OSHA Safety Standards is the Contractor's responsibility. The Town may stop construction on a project until safety concerns have been corrected.

5. CLEAN UP

The Contractor shall clean up all trash and debris generated by their work in a manner acceptable to the using department.

INFORMATION AND INSTRUCTIONS TO RESPONDENT

1. GENERAL INFORMATION

- 1.1. **Late/Incomplete Responses.** Late, incomplete, and/or unsigned responses will not be considered under any circumstances and will be returned to the respondents. Envelopes containing responses with insufficient postage will not be accepted by the TOWN. It is the sole responsibility of the Respondent to see that his/her response is delivered and received by the proper time and at the proper place.
- 1.2. **Project Details.** Further description of the project components and deliverables is contained in the Scope of Work.
- 1.3. **Sealed Envelope or Package.** Each response shall be submitted to the Public Works Department in a sealed envelope or package. The envelope or package should be clearly identified as a response and be marked with the name of the Respondent and solicitation /RFQ number. The TOWN may open envelopes or package to identify contents if the envelope or package is not clearly identified as specific.
- 1.4. **Statement Amendment or Withdrawal.** A response may be withdrawn prior to the response due date and time. A response may not be amended or withdrawn after the response due date and time except as otherwise provided by applicable law.
- 1.5. **Public Record.** All responses submitted in answer to this solicitation and all evaluation related records shall become property of the TOWN and shall become a matter of public record for review, subsequent to publication by the Town Clerk of the proposed award in the agenda for the Town Council Meeting or award by the appropriate approving authority or otherwise provided by law.
- 1.6. **Confidential Information.** If a Respondent believes that any portion of a submittal, offer, specification, protest, or correspondence contains information that should be withheld, Dorie Blair, Administrative Support Manager, should be so advised in writing via a written request attached to the front of the original copy of the response. The Town shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the Protest Procedure.
 - 1.6.1. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known to The TOWN in responses submitted and the information sought to be protected clearly marked as proprietary.
 - 1.6.2. The TOWN will not insure confidentiality of any portion of the solicitation documents that are submitted in the event that a public record request is made.
 - 1.6.3. The TOWN will provide forty-eight (48) hours-notice before releasing materials identified in the response as confidential or proprietary in order for the Respondent to apply for a court order blocking the release of the information.
- 1.7. **Cost of Response Preparation.** The TOWN will not reimburse any Respondent any cost associated in responding to this RFQ.
- 1.8. **Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Dorie Blair: dorie.blair@campverde.az.gov. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. RESPONSE PREPARATION

- 2.1. **Format.** Respondents shall submit their response with an original copy marked "original" and two (2) copies, and shall provide the information and comply with the requirements listed below. The sections of the submittal should be clearly identifiable, and correspond directly with the evaluation criteria. **SUBMITTALS SHOULD BE BOUND BY A BINDER CLIP or SPIRAL/ COMB BINDER TO PREVENT LOSS OR SEPARATION OF ANY PART OF THE SUBMITTAL. NO 3-RING BINDERS OR LOOSE LEAF SUBMITTALS.** Submittals will not be graded on the aesthetics of the package.
- 2.2. **No Facsimile or Electronic Mail Statements.** Responses may not be submitted in facsimile or electronically. A facsimile or electronic mail statement shall be rejected.

- 2.3. Typed or Ink Corrections.** The response shall be typed or in ink. Erasures, interlineations or other modifications in the response shall be initialed in ink by the person signing the response; **DO NOT** use white out.
- 2.4. No Modifications.** Modifications shall not be permitted after responses have been opened except as otherwise provided under applicable law.
- 2.5. Content and Evaluation Criteria.** Your presentation in response to this Request for Qualifications shall be submitted with its content placed in the same order shown or requested below and must contain, at a minimum, the following:
- 2.5.1. Experience and Qualifications of the Respondent – maximum 20 points (Limit 3 pages) Experience**
- 2.5.1.1.** Provide a general description of the firm that is proposing to provide the services requested. Explain the legal organization of the proposed firm. Provide an organization chart or list showing the qualifying Respondent and the Respondent’s key personnel down to the superintendent level or those key personnel with the outstanding or necessary experience to provide work of a specific or desired type. If specific subcontractors will be utilized for all or part of work of a specific type, include information on these team members as well.
- 2.5.1.2.** Identify the location of the firm’s principal office and the local work office, if different.
- 2.5.1.3.** Identify any contract or subcontract held by the firm or officers of the firm which has been terminated within the last five years. Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome of that litigation or arbitration.
- 2.5.1.4.** List the Arizona contractor’s licenses and/or professional registrations held by the firm/team. Provide all contractors licenses and types and designate if each is held by an individual or the firm. In order to be considered for this project, the Respondent must hold the appropriate contractor’s license(s) from the Arizona Registrar of Contractors and must have a demonstrated ability to perform the work.
- 2.5.1.5.** Provide a statement of the Respondent’s bonding capacity from a surety company or companies holding a Certificate of Authority to transact business in Arizona, issued by the Director of the State of Arizona Department of Insurance. The Respondent may be required to provide Agreement Performance and Payment bonds for work assignments.
- 2.5.1.6.** If selected for this project, the Respondent will be required to provide a certificate of insurance from a company or companies lawfully authorized to transact insurance business in the State of Arizona and rated at least A- in the current A.M. Best Company rating. The certificate(s) of insurance must meet the Town’s indemnification and minimum insurance requirements.
- 2.5.2. Experience and Qualifications of the Team – maximum 25 points (Limit 5 pages)**
- 2.5.2.1.** For each key person identified to participate in this work, list at least two (2) comparable projects in which they have played a role similar to that proposed for these projects.
- Description of project.
 - Role of the person.
 - Project’s total construction cost versus original bid or budgeted amount.
 - Construction schedule and progress verses deadline.
 - Project Owner reference information.
- 2.5.2.2.** Identify the home office location of key staff who will be assigned to Job Order projects and the percentage of their time expected to be devoted to Job Order projects. Show experience relative to these key staff servicing this Agreement.
- 2.5.2.3.** List any proposed subcontractors, including their key staff with names and the experience and qualifications of these individuals. Explain how these key staff personnel have sufficient experience to service this proposed Agreement.
- 2.5.3. Experience of the Respondent on Similar Projects – maximum 30 points (Limit 5 pages)**
- 2.5.3.1.** Identify at least five (5) projects in which the Respondent played a major role in the last three

(3) years. The projects listed should show the breadth of the Respondent's contracting experience and demonstrated capabilities in managing multiple trade subcontractors, vendors, suppliers and/or consultants.

2.5.3.2. For each comparable project identified above, provide:

- The description of project.
- Role of the Respondent either as prime or subcontractor.
- Total cost of the Respondent's portion of the project versus original bid and budget.
- Construction schedule versus deadline.
- Project Owner reference information (name and telephone number).

2.5.4. Experience with Job Order Contracting (JOC) – maximum 25 points (Limit 4 pages)

2.5.4.1. Indicate knowledge, training, and/or experience specifically with Job Order Contracting with public/government entities or private firms.

2.5.4.2. List current and/or past JOC contracts, including description, customer name, contract time period, total contract amount, number of individual Job Orders per contract, range of Job Order amounts (i.e. \$20,000 - \$1,000,000).

2.5.5. Subcontractors. Submittals must include a proposed Subcontractor Selection Plan, in accordance with A.R.S., Title 34, Chapter 6. The subcontractor Selection Plan of the successful Respondent may be changed, edited or negotiated by/with the Town before its incorporation into the final Agreement.

2.5.6. Exceptions to Solicitation. All information and documents contained in this solicitation, written questions answers/amendments, as well as the Contractor's response are included as part of the formal Agreement. The Respondent must include a statement that the Respondent has reviewed said documents and list any objections to the same. Any objections to the form of Agreement will be considered and included in Town's evaluation of the Respondent's response. If the Respondent fails to list any objections to the form of Agreement, or other information in this Solicitation the Respondent will not be allowed to raise any objections later if selected for award. A response that takes exception to a material requirement of any part of the solicitation or Agreement may be rejected as non-responsive upon the decision of the Town.

Any exception to the solicitation shall be submitted as soon as possible and shall be submitted at least ten (10) days before the response due date and time for review and determination by The TOWN. Failure to do so may result in the exception not being considered for a Solicitation Addendum.

The provisions of the Request for Qualifications cannot be modified without the express written approval of the Public Works Director or their designee. Proposed modifications or exception to the indemnification language herein shall not be considered. If an offer is returned with modifications to the Agreement provisions that are not expressly approved in writing by the Public Works Director or their designee, the Agreement provisions contained in the TOWN's Request for Qualifications shall prevail.

2.5.7. Disclosure. If the firm, business or person submitting this response has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall fully explain the circumstances relating to the preclusion or proposed preclusion in the response. The Respondent shall include a letter with its response setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

2.6. Financial Statement. Upon request the Respondent shall furnish, the Respondent's most recent financial statement and/or other evidence of qualifications as may be requested by the TOWN. If a Respondent fails to furnish in a timely manner the information requested, it shall be considered sufficient grounds for rejection of such Respondent's entire response if decided by the Town. A financial statement must be notarized by a Notary Public licensed in the Respondent's state of business.

2.7. Non-Collusion and Non-Discrimination. By signing and submitting the response, the Respondent certifies that:

2.7.1. The Respondent did not engage in collusion or other anti-competitive practices in connection with the

preparation or submission of its response, and

- 2.7.2. The Respondent does not discriminate against any employee or Respondent for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.
- 2.7.3. The Respondent understands that the Respondent will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Respondent are eligible for a tax exemption due to the nature of the item, Respondent shall assist Town in applying for and obtaining such tax credits and exemptions which shall be paid or credited to Town.

3. INQUIRIES

- 3.1 **Duty to Examine.** It is the responsibility of each Respondent to examine the entire solicitation, seek clarification (inquiries), and examine the provided response for accuracy before submitting their response. Lack of care in preparing a response shall not be grounds for modifying or withdrawing the response after the response due date and time, nor shall it give rise to any Agreement claim.
- 3.2 **Contact Person.** Any inquiry related to this solicitation, including any requests for or inquiries regarding standards referenced in the solicitation shall be submitted in writing (via e-mail) no later than forth-eight (48) hours prior to the due date and time cited above. All inquiries shall be submitted through Public Purchase www.publicpurchase.com and should refer to the Solicitation page and paragraph.
- Those inquiries made after the cut-off time of 48 hours before the submittal deadline shall be left unanswered. Answers to inquiries or changes to this solicitation or any of its attachments will be given via www.publicpurchase.com as an addendum to the solicitation; the last addendum occurring at the 48 hour cut-off time. All addenda must be acknowledged in writing by the Respondent completing and attaching the Addenda Acknowledgement to their submittal. Those submittals not including the Addenda Acknowledgement may be considered as incomplete and rejected by the Town for review.
- 3.3 **No Verbal Responses.** Questions not submitted via email through www.publicpurchase.com will not be answered.

4. EVALUATION

- 4.1 All submittals shall be evaluated in accordance with A.R.S. Title 34, Chapter 6 and the evaluation criteria stated herein. The evaluation process and Agreement award shall include the following:
- 4.1.1 A selection committee will evaluate the submittals and score them in accordance with the evaluation criteria listed in the Section 6.2, Evaluation Criteria. Respondents will be ranked according to their combined scores.
- 4.1.2 The selection committee *may* elect to interview any or all of the Respondents in person in order to clarify the evaluation of their qualifications and/or experience.
- 4.2 **Evaluation Criteria.** Evaluation of the qualifications and experience responses will be undertaken by a committee with the following criteria and weighted scores:

Evaluation Criteria	Maximum Score is 100
Experience and Qualifications of the Respondent	20
Experience and Qualifications of the Team	25
Experience of the Respondent on Similar Projects	30
Experience with Job Order Contracting (JOC)	25

- 4.3 **Disqualification.** A Respondent (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its response rejected.
- 4.4 **Clarifications.** The TOWN reserves the right to obtain Respondent clarifications where necessary to arrive at full and complete understanding of a Respondent's qualifications and experience and/or solicitation response. Clarification means a communication with a Respondent for the sole purpose of

eliminating ambiguities in the response and does not give a Respondent an opportunity to revise or modify its response.

- 4.4 **Additional Investigations.** The TOWN reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any Respondent submitting a response to this Request for Qualifications.
- 4.5 **Prior Experience Exposure.** Experiences with the Town and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.
- 4.6 **Waiver and Rejection Rights.** Town reserves the right to reject any or all responses or to cancel the solicitation altogether, to waive any informality or irregularity in any response received, and to be the sole judge of the merits of the respective Respondents.

5. OFFER AND ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the Town requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

6. AWARD

- 6.1 **Number of Agreements to be Awarded.** At its sole discretion, the TOWN may award any number of Agreements, or none at all, for the services described herein.
- 6.2 **Upon Notice of Intent to Award.** The apparent successful Respondent(s) shall sign and file with the TOWN, within ten (10) days after Notice of Intent to Award, all documents necessary to facilitate the successful execution of the Agreement, including but not limited to, Camp Verde business license, bonds, the Construction Agreement and certificates of insurance.
- 6.3 **Approval of Award.** The Town Council shall review all Agreements for approval after they are signed and filed with the Town. The Town Council shall determine if to award each signed agreement at this time.

7. PROTESTS

- 7.1 A protest must be in writing and be filed with the Public Works Department. A protest of a solicitation shall be received before the solicitation opening date. A protest of a proposed award must be filed in writing before Town Council meeting at which the recommendation will be presented. Protests must be submitted within ten (10) days after the protestor knows or should have known the basis of the protest. The Town shall determine whether to issue a written response or hold an administrative hearing. The Town Council shall have final decision-making authority to resolve the protest.
- 7.2 **A protest must include:**
 - The name, address and telephone number of the protester
 - The signature of the protester or its representative
 - Identification of the project and the solicitation or Agreement number
 - A detailed statement of the legal and factual grounds of the protest including copies of relevant documents
 - The form of relief requested.

8. COMMENTS WELCOME

The Town's Public Works Department periodically reviews the Information and Instructions to Respondent and welcomes any comments you may have. Please submit your comments to: Town of Camp Verde, Public Works Department, 395 S. Main Street, Camp Verde, AZ 86322.

SPECIAL TERMS AND CONDITIONS

1. **Basis for Awarding Individual Job Orders/Requests for Quotes.** In the likely event the TOWN awards more than one (1) Agreement for these services, Individual Job Orders will be awarded based upon consideration of the firm's ability to complete the work expeditiously at a competitive Price. The TOWN intends to circulate a Request for Quote for each Individual Job Order. Each Request for Quote will contain a Quoting Schedule that will give dates and times for the pre-quote project meeting, question and answer period deadline, and when quotes are due. Each Request for Quote for the

Individual Job Order shall also contain the Scope of Work and all specific terms and conditions for that Individual Job Order or project. Any Construction Plans and Specifications for that specific Individual Job Order will be attached to the Request for Quote and the Request for Quote will clearly state that the project Work shall be constructed per these approved Plans and Specifications.

The Request for Quote shall also contain:

- any special public/Contractor safety considerations for the specific Individual Job Order
- the starting date and Time of Completion in calendar days for this specific Individual Work Order
- a Unit Price Schedule for that specific Individual Job Order that quantifies each item of construction and requires the Contractor to unit price each item for a total amount for the entire Individual Job Order (this will assure that all Contractors are quoting the same items of Work and quantities of those items)
- a request form for a total quote amount for the Unit Price Schedule in its entirety; including all applicable taxes as well as a Contractor Signature area that certifies their total quote amount.

However, when quoting individual Job Orders is impracticable, the TOWN reserves the right to award Job Orders as it deems to be in its best interest.

Selected Contractors shall be obligated to provide project quotes when requested by the Town. Repeated failure to attend mandatory pre-bid meetings and/or provide project quotes may result in the Town terminating this agreement with the Contractor.

Scope, schedule, unit price list, and liquidated damages (if applicable) for each individual Job Order are to be agreed upon in a fully executed Notice to Proceed prior to the Contractor beginning the work.

The Contractor shall be available on a five (5) day work basis throughout the term of the Agreement unless notified in writing by the TOWN that this requirement may be temporarily waived due to the Contractor's approved written request or a reduced need by the TOWN. The Contractor must be available to commence work on assignments within one week from award of an Individual Job order or as specifically agreed in the terms and conditions of that specific Job Order.

2. **Agreement Term** The term of this Agreement shall commence upon award and shall remain in effect for a period of two (2) years with three (3) additional one-year renewal options, unless terminated, canceled as otherwise provided herein.
3. **Compensation and Method of Payment.** In consideration of the performance of the services described in the Scope of Services and Unit Price List of each individual Job Order, the TOWN shall pay the selected Contractor for that individual Job Order in accordance with that specific unit price list, and the Contractor shall charge the TOWN only in accordance with those same rates.

Compensation under this Agreement will not exceed \$1,000,000 per individual Job Order unless a waiver is requested of and granted by the Camp Verde Town Council. Any individual Job Order greater in total amount than \$30,000 shall require Town Council approval prior to the Notice to Proceed being given.

The TOWN will pay the Contractor following the submission of itemized invoice(s) for the service rendered. No payment shall be issued prior to receipt of material or service and the correct invoice. All requests for payment shall follow a format to be approved by the TOWN. Invoices shall be submitted monthly on a job-by-job basis.

4. **Bonding Requirements.** *Unless bonding per project*, Contractor shall file with the TOWN, prior to the time of execution of the Agreement and annually, if the term of this Agreement is extended by the TOWN, payment, and performance bonds in the forms prescribed by the TOWN. The bonds must cover all construction performed under Job Orders. The amount of the bonds provided by the Contractor must always be at least equal to the total amount of the Agreement prices for construction work under Job Orders issued and not complete. Contractor agrees to provide such additional bonding as may be required to satisfy this requirement, as provided under A.R.S. 34-610. Bonds may be provided as follows: annual bonds in the amount designated by the agency, or bonding per each Individual Job. Successful Contractor(s) will designate their specific bonding methodology prior to Agreement award.
5. **Performance Rating.** At the completion of each term or termination of this Agreement, the TOWN will evaluate the Contractor based on performance under this Agreement. This rating will be used in the overall evaluation of the Contractor when applying for future work with the TOWN.
6. **Audit and Inspection of Records.** The following access to records requirements apply to this Agreement:

The Contractor agrees to provide the Town of Camp Verde or any of its authorized representative's access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the

foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the Town of Camp Verde or any of its duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

7. Agreement Amendments. The Camp Verde Town Council has the sole authority to:

- A) Amend the Agreement;
- B) Otherwise modify the terms and provisions of the Agreement.

The Agreement shall only be modified with the approval of the Camp Verde Town Council. Except in the case of documented emergency, approval must be granted prior to performance under a modified Agreement.

- 8. Child/Sweat-Free Labor Policy.** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the TOWN, are in compliance.
- 9. Federal Immigration Laws and Regulations.** The Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Agreement. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. The TOWN retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Agreement. If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The TOWN may request proof of such compliance at any time during the term of this Agreement by the Contractor and any subcontractor.
- 10. No Israel Boycott.** The parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393
- 11. Americans with Disabilities Act.** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-336, 42 U.S.C. 12101-12213, 47 U.S.C. 225 and 611, and all regulations thereto), and the Arizonans with Disabilities Act of 1992 (A.R.S. 41-1492 et seq., and all regulations pertaining thereto).
- 12. Town of Camp Verde Business License.** The Contractor shall maintain in current status all Federal, State, and local registrations, licenses and permits, including a Town of Camp Verde business registration, required for the operation of the business conducted by the Contractor as applicable to this Agreement.
- 13. Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 14. Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Yavapai County. Any lawsuits between the Parties arising out of this Agreement shall be brought in the courts of Yavapai County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 15. Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
- 16. Notices.** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of TOWN:

Town of Camp Verde

In the case of CONTRACTOR:

Company Name: _____

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TOCV 23-180
RFQ Offer Section I

Public Works Department
395 S. Main Street
Camp Verde, AZ 86322
(928) 554-0822

Contact: _____
Address: _____
Town, State, Zip: _____
Telephone Number: _____

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

GENERAL CONDITIONS FOR CONSTRUCTION

1. DEFINITIONS

Wherever used in these General Conditions or in the other Agreement Documents or in Individual Job Orders, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Agreement - the written agreement and all associated attachments and amendments executed between the TOWN and the Contractor covering the Job-Order Contracting process for municipal projects construction Work to be performed.

Amendment - written or graphic instrument issued prior to the due date which clarifies, corrects or changes the Solicitation.

Architect/Engineer - the person licensed to practice architecture/engineering by the State of Arizona and who is identified as the Architect/Engineer of Record or Town Engineer. May be utilized to provide construction administration services.

Bonds - bid, performance and payment bonds and other instruments of security.

Change Order - a written document approved by the Town Project Manager and which must be approved and signed by the Contractor and the Town's Public Works Director or duly authorized designee and authorizes an addition, deletion or revision in the Work, or an adjustment in the Price or the Completion Time, issued on or after the effective date of any Notice to Proceed for an Individual Job Order.

Completion Time - the total number of consecutive calendar days agreed to by the Town and Contractor for completion of the Work to occur within that is specified in an Individual Job Order, which may only be revised by written Change Order.

Construction - the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any real public property.

Contractor - the person, firm or corporation with whom the TOWN has entered into the Agreement.

Design Services - architect services, engineer services or landscape architect services.

Drawings - the graphic and pictorial portions of an Individual Job Order, wherever located and whenever issued, showing the configuration, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

Estimate for Payment - a form furnished by the TOWN or an approved form submitted by the Contractor in lieu of the TOWN furnished form, required to be used when submitting requests for payments for work actually performed and materials supplied during an agreed-to preceding period of time (usually monthly).

Field Order - a written order or directive issued by the Town Project Manager that orders minor changes in the Work.

Final Completion Date - the calendar date when the Work is one hundred percent (100%) complete as determined by the TOWN.

Individual Job Order - A specific project chosen to be performed under the Job Order Contracting Project Delivery Method during the term of and under the conditions of the Agreement between the TOWN and the Contractor.

Job-Order-Contracting - a project delivery method in which the Agreement is a requirements contract for indefinite quantities of construction and in which specified or Individual Job Orders are issued during the Agreement and may also include finance services, maintenance services, operations services, emergency services, preconstruction services and design services.

Liquidated Damages - a sum set forth in the Agreement documents that will be deducted from any monies due to the Contractor, not as a penalty, but in lieu of actual damages for that Contractor's late completion of the Work.

Maintenance Services – routine maintenance, repair and replacement of existing facilities, structures, buildings or real property.

Notice to Proceed - a written notice given by the TOWN to the Contractor fixing the date on which the construction shall commence and the Time of Completion in calendar days for a specific Individual Job Order under the Agreement. It may also contain the specifications exclusive to the Individual Job Order as well as consideration for the Contractor.

Price - the amount payable by the TOWN to the Contractor for satisfactory completion of the Work agreed upon, and as specified in the Individual Job Order. The Price quoted in the Individual Job Order may be amended only by written Change Order.

Procurement Code (Camp Verde) – in addition to applicable State statutes and applicable Federal regulations and requirements, the municipal ordinance that governs the construction services contracting process as well as Agreement administration processes including the resolution of Agreement claims, disputes and controversies.

Public Works Analyst - the TOWN representative who conducts the solicitation process to secure a Contractor for the Individual Job Order and who acts under the authority and direction of the TOWN's Finance Manager and in accordance with the Camp Verde Procurement Code.

Public Works Director – the person acting as Director of Public Works and who has authority to revise TOWN solicitations and agreement for construction, construction services, and construction-related services as necessary

Public Inspector(s) - that person or persons provided by the public authorities having code jurisdiction and who perform day-to-day inspections of the Work for compliance with applicable codes. Inspection work may be conducted by the Town Project Manager.

Request for Quotes – The solicitation for an Individual Job Order that is circulated by the Public Works Analyst to all of the Job Order Contractors who hold current signed Agreements that may include the scope of Work, terms and conditions, special requirements, construction plans and specifications, unit price list quote sheet(s), quoting deadlines, and completion time for construction for an Individual Job Order.

Shop Drawings - drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the Contractor to illustrate, in detail, how some portion of the Work shall be fabricated and/or installed, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the Contractor to illustrate material or equipment for some portion of the Work. These may be required by the Town Project Manager or project plans for certain projects.

Specifications - those portions of the Agreement, or Request for Quote or Notice to Proceed if an Individual Job Order, consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Substantial Completion – a written declaration of the date upon which the TOWN, in its sole discretion, determines the Work is substantially complete such that the TOWN has beneficial use and/or occupancy. Upon substantial completion, the right of the TOWN to assess liquidated damages for time after the date of substantial completion ceases, except as allowed for failure to meet final completion within thirty days of substantial completion. Completion requirements and date, whether substantial or final, may be specified by the TOWN in each Individual Job Order.

The Work - the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Agreement, or, in the case of a job-order contract, within Individual Job Orders and Notices to Proceed. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Agreement and/or Notice to Proceed, as appropriate.

TOWN - means the Town of Camp Verde, Arizona, a municipal corporation.

Town Project Manager - the TOWN official and designee to the Public Works Director who is administering the Agreement or Individual Work Order for the Town of Camp Verde.

Utilities Director – the person acting as Director of Utilities and who has authority to revise TOWN solicitations and agreement for construction, construction services, and construction-related services as necessary

2. THE AGREEMENT ITS EXECUTION AND INTENT

2.1 The Agreement

2.1.1 The Agreement paperwork shall include the Agreement together with any and all associated attachments and amendments executed between the TOWN and the Contractor covering the Job-Order Contracting process for municipal projects construction Work to be performed.

2.1.2 The Agreement comprises the entire agreement between the TOWN and the Contractor concerning the Work and supersedes any prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only by an instrument in writing and fully executed by the authorized parties to the Agreement.

2.2 Intent of the Agreement

2.2.1 The intent of the Agreement is to include all labor, materials, equipment, transportation and all other costs and expenses necessary for the proper execution and completion of any Work by the Contractor on numerous Individual Job Orders during the term of the Agreement.

2.2.2 The Contractor shall take no advantage of any apparent error or omission in any of the plans, estimates of quantities or specifications given on any Individual Job Order throughout the duration of, extensions of, or renewals of the Agreement. In the event the Contractor discovers such an error or omission, the Contractor shall immediately notify the Town Project Manager. The Town Project Manager shall then make such corrections and interpretations as may be deemed necessary for fulfilling the actual intent of the Individual Job Order or Agreement.

2.2.3 The Agreement shall be construed in accordance with the laws of the State of Arizona, and all such laws regulating the construction of public works by the TOWN are hereby incorporated herein by reference and made a part hereof.

2.2.4 Materials or work described in words, which have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

2.2.5 The organization of the Agreement into divisions, sections or articles is merely for the purpose of convenient reference, and neither the headings nor divisions shall have any legal or Contractual significance and shall not control the division of the Work by the Contractor among the various subcontractor or trades.

2.2.6 The Contractor shall include all applicable taxes, utility fees, permits, licenses, etc. in each quote, estimate, or proposal submitted.

2.3 Execution

2.3.1 Execution of the Agreement by the Contractor is a representation that the Contractor has thoroughly examined the Agreement.

2.4 Ownership of the Agreement

2.4.1 Any Individual Job Orders, Requests for Quote, including, but not limited to, the drawings and specifications that are presented to the Contractor during the duration of the Agreement are the property of the TOWN and are not to be used by the Contractor or any subcontractor on other projects outside the Agreement without the express written consent of the TOWN.

3. ADMINISTRATION OF THE AGREEMENT

3.1 Lines of Authority and Communications

3.1.1 The TOWN Council has overall authority for the award of TOWN Agreements. The Public Works Director, who may consult with the Town Manager, has the authority to resolve disputes concerning the Agreement performance and to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the Work.

3.1.3 Day-to-day administration of the Agreement is the responsibility of the Town Project Manager. The Town Project Manager is the TOWN's representative during the prosecution of the Work and shall act as surveillance and technical advisor for the TOWN. The Town Project Manager's duties are more fully described in Section 3.2 of this Article.

- 3.1.4** The Contractor shall supervise and direct the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work, unless the Individual Job Order or Agreement gives other specific instructions concerning these matters. The Contractor's duties and responsibilities are more fully described in Article 4 of these Agreement conditions.
- 3.1.6** Except where the Agreement otherwise provides or where direct communication has been specifically authorized, the Contractor shall initially communicate with the Town Project Manager.

3.2 Town Project Manager's General Authority and Responsibilities

- 3.2.1** Unless the Contractor is responsible for the design of the Work, the Town Project Manager shall furnish to the Contractor, free of charge unless it is provided otherwise in the Individual Job Order or Agreement, up to 1 (one) relative or complete set of drawings, specifications, and instructions available for the execution of the Work for any Individual Job Order. The Town Project Manager may furnish additional clarifications or interpretations in writing or by drawings as may be necessary for the proper progress and execution of the Work. Such additional clarifications and interpretations shall be furnished with reasonable promptness, and the Contractor shall not do work without drawings or written clarifications where needed. All drawings, specifications and copies thereof furnished by the Town Project Manager are TOWN property. They are not to be used on other work and, with the exception of the signed Agreement, and are to be returned to the Town Project Manager at the completion of the Work for each Individual Job Order.
- 3.2.2** The Town Project Manager under the direct supervision of the Public Works Director or the Utilities Director shall make general surveillance of the Work. By making sufficient periodic visits to the site of the Work, the Town Project Manager will become thoroughly familiar with the progress and quality of completed portions of the Work and will assess if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with both the Individual Job Order and the Agreement.
- 3.2.3** The Public Works Director or his designee will decide all questions which may arise as to the quality and acceptability of materials furnished and Work performed and as to the rate of progress of the Work, and all questions which may arise as to the interpretation of the drawings and specifications.
- 3.2.4** Only the Public Works Director or his designee shall have the authority to reject work that is not in conformity with the Individual Job Order or Agreement and to order additional inspections and testing of the Work. The Town Project Manager's failure during the progress of work to discover or reject materials or work not in accordance with the plans, specifications or Agreement documents shall not be considered an acceptance of the work or materials or a waiver of defects. Neither the failure of the Town Project Manager to properly perform inspections, tests or approvals required by the Agreement documents nor the activities or duties of the Town Project Manager in the administration of this Agreement shall relieve the Contractor from the Contractor's responsibility for the means, methods, techniques, sequences or scheduling of the construction or the obligation to perform the work in strict accordance with the Individual Job Order or Agreement documents.
- 3.2.5** The Town Project Manager shall conduct an initial review of written Change Orders submitted by the Contractor, and may prepare Change Orders and provide field clarifications and corrections to those Change Orders in preparation of their submittal for approval. All Change Orders shall be submitted in writing to the Public Works Director or his designee for review and denial or approval prior to any work being done. However, in emergencies endangering life or property, the Town Project Manager may take action and issue orders which are deemed necessary to avert the loss of life or property with only verbal permission from the Public Works Director or his designee.
- 3.2.6** The Town Project Manager pursuant to Article 10 of these General Conditions, shall make recommendations to the Public Works Director or his designee as to all claims of the Contractor.
- 3.2.7** The Public Works Administrative Support Manager, together with the Project Manager, will review and process the Contractor's monthly Estimates for Payment, as more fully set forth in Article 7 of these General Conditions.
- 3.2.8** The Town Project Manager will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility.

3.3 Public Inspections

- 3.3.1** Unless otherwise specifically provided in the Agreement, Public Inspectors (Town Project Managers) working under the direct supervision of the Public Works Director and/or the Utilities Director, who perform day-to-day inspections of the Work for compliance with applicable codes will have authority to require compliance with drawings, specifications and applicable codes. Only the Public Works Director and/or the Utilities Director may provide clarification of any unspecified or unclear item or situation that could require design or an engineering determination.
- 3.3.2** If the drawings or specifications, laws, ordinances, or any public authority requires any work to be specially tested or approved by the Town Project Manager, the Contractor shall give the Town Project Manager timely notice of its readiness for inspection. If the inspection is by an individual, authority or entity other than the Town Project Manager, or the Public Inspectors, the Contractor shall advise the Town Project Manager of the date scheduled or fixed for such inspection.
- 3.3.3** All tests, inspections or approvals required to be performed by the TOWN Project Manager, Public Inspectors, or other authorities or entities shall not relieve the Contractor of their obligation to perform the Work in accordance with the Individual Job Order or the Agreement.

3.4 Special Inspections and Testing of Materials

- 3.4.1** All equipment and materials used in the construction of the Work, especially those upon which the strength and durability of the structure may depend, will be subject to adequate inspection and testing in accordance with accepted standards, to establish conformance with specifications and suitability for the use intended, as determined by the Individual Job Order plans and specifications or the Town Project Manager working under the direct supervision of the Public Works Director and/or the Utilities Director.
- 3.4.2** The performance of tests and the engagement of testing laboratories or agencies must have the prior approval of the Public Works Director and/or the Utilities Director. Except as provided in subsection 3.4.3, the TOWN will pay for approved tests and approved services rendered by the approved laboratory or agency unless this testing and services is specifically shown as a Contractor cost as a Unit Price Line Item in the Individual Job Order.
- 3.4.3** When initial tests indicate that any portion of the Work is not in conformance with the Individual Job Order or Agreement because of faulty workmanship, the Contractor shall be required to pay for any necessary re-tests. When initial tests indicate that the work is in conformance with the Agreement, any re-testing that is ordered by the TOWN shall be paid for by the TOWN.

3.5 Notice to Proceed

- 3.5.1** A formal written Notice to Proceed will be given by the TOWN to the specific Contractor who is awarded a specific Individual Job Order. The Notice to Proceed will specify which Individual Job Order was awarded to that Contractor for what Price. The Notice to proceed will give the date on which permission is given for the Contractor to commence the Work on that specific Individual Job Order. The Notice to Proceed will specify Time of Completion or how many calendar days the Contractor has to reach substantial and/or final completion on that specific Individual Job Order. The dates for the required level(s) of completion for the specific Individual Job Order will also be given within the Notice to Proceed. The Notice to Proceed may also contain special instructions to the Contractor or specifications exclusive to the Individual Job Order as well as special consideration for the Contractor.
- 3.5.2** The Contractor shall not commence Work on any Individual Job Order or project until the formal written Notice to Proceed Signed by either the Public Works Director, Utilities Director, or Town Project Manager is given to them by the TOWN and until the specified date to commence given in the Notice to Proceed is reached.

4. THE CONTRACTOR'S DUTIES AND RESPONSIBILITIES

4.1 Contractor's Review of Contract and Site Conditions

- 4.1.1** It shall be the duty of the Contractor to carefully study and compare all drawings, specifications and instructions. If any discrepancies, errors, omissions or inconsistencies are discovered in the drawings or specifications, or between the drawings and specifications, or there are any conflicts between existing or proposed site conditions and the requirements of the drawings and specifications, the Contractor shall

immediately call all such discrepancies to the attention of the Town Project Manager. The Contractor shall be required to use the approved drawings printed to scale for construction.

4.1.2 It is the responsibility of the Contractor to provide BLUESTAKE verification of underground utilities and their locations, which may impact any portion of the construction site.

4.1.3 Change orders will not be issued to cover any cost, loss or expense for additional labor or materials required to rectify any error or inconsistency in the drawings and specifications unless prior notification is given by the Contractor to the Town Project Manager.

4.1.4 The Contractor shall perform the Work in accordance with the project plans and specifications, shop drawings, product data and samples, etc., that have been approved by the Public Works Director and/or the Utilities Director.

4.1.5 Notwithstanding the above provisions, if the Contractor is responsible for the design of the Work, the Contractor shall ensure the accuracy and completeness of the drawings, specifications and instructions. If any discrepancies, errors, omissions or inconsistencies are discovered in the drawings or specifications, or between the drawings and specifications, or there are any conflicts between existing or proposed site conditions and the requirements of the drawings and specifications, the Contractor shall immediately call all such discrepancies to the attention of the Town Project Manager and shall be responsible for any required corrective action unless directed otherwise by the Public Works Director or his designee.

4.2 Contractor's Supervision

4.2.1 The Contractor shall efficiently and continuously supervise and direct the Work, using its best skill and attention. Unless the Individual Job Order or the Agreement specifically provides otherwise, the Contractor shall be solely responsible for and shall exercise control over construction means, methods, techniques and procedures and shall coordinate the sequences of all portions of the Work.

4.2.2 The Contractor shall ensure that the key personnel submitted in their response to the Request for Qualifications and assigned to this Agreement are available throughout the term of the Agreement. In the event that the Contractor requests substitution of key personnel, the Contractor shall obtain prior approval from the TOWN for key personnel substitution. The Contractor shall ensure that substituted personnel are equally qualified and capable. Information on the qualifications of proposed substitutes shall be provided to the TOWN for its consideration and approval prior to any substitutions taking place.

4.2.3 The Contractor agrees that it is as fully responsible to the TOWN for the acts and omissions of its subcontractors and of persons, either directly or indirectly employed by the Contractor, as it is for the acts and omissions of persons directly employed by the Contractor.

4.3 Materials and Labor; Warranty

4.3.1 Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, equipment, tools, construction equipment and machinery, water, gas, heat, utilities, transportation, and other facilities and services necessary for the execution, completion and delivery of the Work within the specified Completion Time.

4.3.2 The Contractor shall pay all applicable taxes associated with the Work.

4.3.3 The Contractor warrants to the TOWN that all materials and equipment furnished under the term of the Agreement will be new unless otherwise specified, and that all of the Work will be of good quality, free from faults and defects and in conformance with any Individual Job Order and/or the Agreement. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

4.3.4 The Contractor shall furnish all materials required to complete the Work, except those specified to be furnished by the TOWN. The Contractor shall receive, inventory, store, inspect, protect, distribute, and install all TOWN furnished material unless otherwise specified. The cost of handling and placing all materials after they are delivered to the Contractor shall be considered as included in the Individual Job Order price for the item in connection with which they are used. The Contractor shall be held responsible for all material delivered to the Contractor. Deductions shall be made from any monies due the Contractor to make good any shortages or deficiencies, from any cause whatsoever and for any damage which may occur after such delivery, and for any late delivery charges.

- 4.3.5** The Contractor will be held to furnish all work as specified in the Individual Job Order and/or the Agreement. After a Price proposal for the Work has been accepted by the TOWN, changes of brand named, trade named, trademarked, patented articles, or any other substitutions will be allowed only by written order signed by the Public Works Director and/or the Utilities Director. Unless otherwise agreed to via Change Order, the TOWN shall receive all benefits of the difference in costs.
- 4.3.6** Materials not conforming to the requirements of the specifications, whether in place or not, shall be rejected and shall be promptly removed from the site of the work, unless otherwise directed by the Town Project Manager under direct supervision of the Public Works Director and/or the Utilities Director.

4.4 Construction Schedules and Submittals

- 4.4.1** Before commencing the Work, the Contractor shall provide the Town Contract Representative with a construction schedule for the Work, fixing the dates at which various pre-determined events shall occur in order to promote a timely completion of the various parts of the Work in accordance with the Individual Job Order and/or the Agreement. The schedule may be revised from time to time as may be required by conditions of the Work, but shall not exceed time limits, or any extensions thereof, set forth in the Individual Job Order.
- 4.4.2** The Contractor shall prepare and keep current for the Town Project Manager's review, an updated copy of the Contractor's construction schedule.
- 4.4.3** The Contractor shall prepare and keep current all shop or setting drawings, product data, etc., for the Town Project Manager's review as is required for the Individual Job Order and/or the Agreement.
- 4.4.4** The Contractor shall make any corrections required by the Town Project Manager working under the direct supervision of the Public Works Director and/or the Utilities Director, and re-submit such corrected materials to the Town Project Manager for approval. Any correction or change that will result in a design or function change or in an increase or decrease in the Price must also receive the prior approval of the Town's Public Works Director or his designee.
- 4.4.5** The Contractor shall perform no portion of the Work requiring submittal and review of shop drawings, product data, samples or schedules until the respective submittals have been approved by the Town Project Manager working under the direct supervision of the Public Works Director and/or the Utilities Director, and shall not deviate from such submittals after final approval by the Town Project Manager.
- 4.4.6** "As-Built" documents must be provided to the Town by the Contractor within thirty days of substantial completion. The TOWN reserves the right to withhold final payment until completed "As-Built" plans and/or documents have been received in good order by the TOWN.

4.5 Documents and Samples at the Work Site

- 4.5.1** Unless otherwise directed by the Town's Project Manager, the Contractor shall maintain at the project site a complete file of the drawings, specifications, amendments, change orders and other approved modifications, in good order and marked to reflect changes and selections made during construction, together with all approved shop drawings, product data, samples and similar required submittals. Such files shall be made available to the Town Project Manager upon request.

4.6 Protection and Use of Site - (Signs, Utilities, Water, Sanitation, Traffic, etc.)

- 4.6.1** The TOWN will provide land, rights-of-way and easements for all Work specified in the Individual Job Order. The Contractor shall confine their apparatus, the storage of materials and the operations of its workmen to limits indicated by law, ordinances, permits or directions of the Town Project Manager, and shall not unreasonably encumber the premises with their material and equipment.
- 4.6.2** The Contractor shall prevent any damage to pipes, sewers, computer and phone lines, conduits or other structures, including public and/or private lawns, gardens, shrubbery and trees, and other property public or private encountered in the Work, and shall hold the TOWN harmless from damages for any injury done to such pipes, structures or property during the course of the Work.
- 4.6.3** Work shall be accomplished so that there will be a minimum of traffic interruption and inconvenience, discomfort or damage to the public.
- 4.6.4** The Contractor shall supply safe drinking water for all Contractor employees at the Work site.

4.6.5 If archaeological, historical or paleontological features are encountered or discovered during any activity related to the Work, the Contractor shall stop work immediately at that location and shall take all reasonable steps to secure the preservation of those features. The Town Project Manager will make arrangements for the proper treatment of the affected portion of the Work site. The Contractor shall not resume work in the affected portion without the prior approval of the Town Project Manager. Extensions in the Completion time for delays resulting from the discovery of archaeological, historical or paleontological features, if such discovery results in a delay to the progress of the Work, may be claimed by the Contractor in accordance with Article 10 of these General Conditions.

4.7 Cleaning Up

4.7.1 The Contractor shall at all times keep the construction site and surrounding area free from accumulations of waste material or rubbish caused by operations under the Agreement. Upon completion of the Work, the Contractor shall remove all rubbish, tools, equipment, scaffolding and surplus materials from the site and surrounding areas and leave the area “broom clean” or its equivalent, unless otherwise instructed by the Town Project Manager.

4.7.2 If the Contractor fails to clean up as provided in the Agreement, the TOWN may do so and the cost thereof shall be charged against the Contractor.

4.8 Emergencies

4.8.1 In an emergency affecting the safety of life or property, the Contractor, without special instruction or authorization from the Town Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury.

4.8.4 Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays shall be performed without additional expense to the TOWN unless such work has been specifically requested and approved by the TOWN.

4.8.5 The Contractor shall file with the Town Project Manager the names, addresses and telephone numbers of their employees who can be contacted at any time in case of emergency. These Contractor representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by the TOWN.

4.9 Permits, Fees and Notices

4.9.1 The Contractor shall, at their expense, obtain all necessary permits and licenses for work performed under any Individual Job Order or the Agreement, and shall give all necessary notices required by laws, ordinances, rules, regulations and lawful orders of public authorities pertaining to performance of the Work, public health and safety.

4.9.2 If the Contractor knowingly performs Work which is not in compliance with such laws, ordinances, rules, regulations or orders, without such notice to the Town Project Manager, the Contractor shall assume full responsibility for such Work and shall bear all costs attributable thereto.

4.10 Royalties and Patents

4.10.1 The Contractor shall pay all royalties and license fees.

4.10.2 The Contractor and the surety shall defend any suit or proceeding brought against the procuring agency, during the prosecution or after the completion of the Work, based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this Agreement constitutes an infringement of any patent, trademark, or copyright, and the Contractor shall pay all damages and costs awarded therein, against the procuring agency and any affected third party or political subdivision. If manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, is in such suit held to constitute infringement and if manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, is enjoined, the Contractor shall, at its own expense, either procure for the procuring agency the right to continue manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or, subject to Public Works Director or his designee's approval, replace same with non-infringing method, process, machine, technique,

design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes non-infringing.

- 4.10.3** If appropriate, the Contractor shall furnish the Town Project Manager satisfactory evidence of patent licenses or patent releases covering TOWN-specified proprietary materials, equipment, devices or processes, as the case may be.

4.11 Protection of Persons and Property

- 4.11.1** The Contractor shall be responsible for initiating, maintaining, supervising and directing all safety precautions and programs in connection with the performance of the Agreement.
- 4.11.2** The Contractor shall be responsible for the protection of all Work until completion and final payment is made, including any material or equipment to be incorporated whether in storage on or off the Work site.
- 4.11.3** The Contractor shall, at their own expense, replace damaged or lost material, or repair damaged parts of the Work or of other property at the work site or adjacent thereto, and the Contractor and their sureties shall be liable therefore.
- 4.11.4** The Contractor shall assume all risks from floods and casualties and shall make no claim for damages for delay from such causes. However, a reasonable extension of time on account of such delays may be allowed, subject to the conditions contained in Article 6 of these General Conditions.
- 4.11.5** In the event the Contractor encounters on the Work site material reasonably believed to be a hazardous material, such as asbestos or polychlorinated biphenyl (PCB), the Contractor shall immediately stop work in the area affected and report the condition to the Town Project Manager.
- 4.11.6** The Contractor shall take all necessary precautions for the safety of employees on the work site and other persons who may be affected thereby, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. The Contractor shall erect and properly maintain at all times, as required by the condition and progress of the Work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials.
- 4.11.7** The Contractor warrants it is fully familiar and shall comply with all of the safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 641-678, or as amended or recodified from time to time). Also the Hazard Communication Act relating to the use of hazardous materials (29 C.F.R. 1910-1200, or as amended or recodified from time to time), as promulgated by the Federal Government and as implemented by the State of Arizona, and that it will be solely responsible for all fines and penalties provided for by law for any violation of such Act and, furthermore, shall require all subcontractors to comply with such Acts and with the provisions of this section. Any claims arising out of alleged violations of such Acts are covered by the indemnification set forth in Section 4.12.

4.12 Indemnification and Insurance

- 4.12.1** Contractor, or any of its owners, officers, directors, agents, employees or subcontractors, agrees, to the fullest extent permitted by law, to indemnify, defend, save and hold harmless the Town of Camp Verde, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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) (hereinafter referred to as "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. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor and subcontractors from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this

Agreement, the Contractor agrees to waive all rights of subrogation against the Town of Camp Verde, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the Town of Camp Verde.

4.12.2 With respect to liability arising out of the performance of the Work or from operations under this Agreement. The Contractor and subcontractors shall procure and maintain, at their sole expense, until completion of the Agreement the following types and amounts insurance coverage required.

- .1** Commercial General Liability Insurance on a per project basis, per occurrence, and in comprehensive form which protects the Contractor, subcontractors and the TOWN from claims for bodily injury, personal injury, and property damage.
- .2** Automobile Liability Insurance policies Commercial Automobile Liability: If you are driving for the TOWN beyond your commute to our facilities, the Contractor and subcontractors shall procure, and maintain, at contractor's and subcontractor's sole expense, until the completion of the contract, coverage for any auto, including non-owned and leased/hired autos.
- .3** Policies/Certificate of Liability shall contain a description of operations and ***corresponding endorsements shall be provided for the following:*** A waiver of subrogation against the TOWN and the TOWN being named as an additional insured on the General Liability and Commercial Automobile. The insurance required hereunder will be primary and that any insurance carried by the TOWN will be excess and not contributory.
- .4** Workers' Compensation Insurance (Statutory): Contractor and subcontractors shall furnish to the TOWN with satisfactory proof that he or she has, for the period covered under the Agreement, full Workers' Compensation coverage for all persons whom the Contractor may employ directly, or through subcontractors, in carrying out the work contemplated under the contract, and shall hold the TOWN free and harmless for all personal injuries of all persons whom the Contractor may employ directly or through subcontractors. Exception: sign a waiver provided by the Town of Camp Verde relative to being a sole proprietorship without any employees.
- .5** Provide and maintain minimum insurance coverage as follows:

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Commercial General Liability	
Per occurrence	\$1,000,000
Per occurrence	\$2,000,000
Automobile Liability Insurance	\$1,000,000
(see .2 above) Including: Non-owned, Leased & Hired Vehicles	
Worker's Compensation	Statutory
<u>Plus</u>	
A: Each Accident	\$1,000,000
B: Each Employee	\$1,000,000
C: Disease, Each	\$1,000,000
<i>And as may be required for the Individual Job Order</i>	
Products & Completed Operations	\$1,000,000
Blanket Contractual	\$1,000,000
Explosion, Collapse & Underground Hazard	\$2,000,000
Personal Injury (Professional Liability/E&O)	\$1,000,000

Builder's Risk Insurance shall be procured by the Contractor based on the value of the project (Less Site Preparation). Including: Fire, Extended Coverage, Vandalism and Malicious Mischief, and Theft.

- .6** The Contractor and all subcontractors shall keep said policies in force for the duration of the Agreement and for any possible extension thereof. The policy shall not be suspended, voided, canceled or reduced in coverage for the duration of the Agreement and for any possible extension

thereof without at least thirty (30) days' notice of cancellation of material change in coverage. Such notice shall be sent directly to Town of Camp Verde, 473 S. Main Street, Ste. 102, Camp Verde, AZ 86322, Attn: Risk Manager.

- .7 All carriers shall be approved to write insurance in the State of Arizona and possess an A- or better A.M. Best rating.
- .8 With the execution of this Agreement, prior to the Notice To Proceed Issued, Contractor and subcontractors shall simultaneously furnish to the Town of Camp Verde any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Agreement establishing that the contractor and all subcontractors have complied with insurance requirements previously stated.
- .9 Contractor and subcontractors shall furnish to the Town of Camp Verde any renewal Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage (if coverage has an expiration or renewal dates occurring during the term of this Agreement).
- .10 The receipt of any Certificate of Insurance and endorsement does not constitute an agreement by the Town of Camp Verde that insurance requirements have been met.
- .11 Failure of Contractors or subcontractors to obtain Certificates or other insurance evidence from other Contractors shall not be deemed a waiver by the Town of Camp Verde.
- .12 The Contractor's and subcontractor's liability under this Agreement is not in any way limited by the insurance required by this Agreement.
- .13 Failure to comply with insurance requirements may be regarded as a breach of the Agreement terms.

5. SUBCONTRACTS AND SEPARATE CONTRACTS

5.1 Subcontracts

- 5.1.1 The Contractor shall ensure that the sub-contractors assigned to this Agreement are available throughout the term of the Agreement. In the event that the Contractor requests substitution of subcontractors, the Contractor shall obtain prior approval from the TOWN for subcontractor substitution. The Contractor shall ensure that substituted subcontractors are equally qualified and capable. Information on the qualifications of proposed substitutes shall be provided to the TOWN for its consideration and approval prior to substitution taking place.
- 5.1.2 In Job-Order-Contracting, by appropriate written agreement, the Contractor agrees that each subcontractor has been notified in writing of the negotiated amount or coefficient agreed to for billing purposes. Furthermore, by appropriate written agreement, the Contractor agrees that each subcontractor shall be bound to the Contractor by the terms of this Contract. In the event of a conflict between the substance of a written subcontract and the language of this Agreement, the language of this Agreement shall prevail.
- 5.1.3 Contractor shall ensure that each subcontract shall preserve and protect the rights of the TOWN under the Agreement with respect to the work to be performed by the subcontractor. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with sub-subcontractors. In this connection, the Contractor shall make available to each subcontractor, prior to execution of any subcontract, copies of the Agreement provisions to which the subcontractor will be bound. Subcontractors shall also make copies of applicable portions of the Agreement available to their respective subcontractors.
- 5.1.4 Each subcontract will require the subcontractor to submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply to the TOWN for payment in a timely manner, including any claims for extras, extensions of time, and damages for delays or otherwise to the Contractor in the manner provided in the Agreement for like claims by the Contractor upon the TOWN.
- 5.1.5 The Contractor further agrees:
 - .1 To be bound to the subcontractor by all the obligations that the TOWN assumes to the Contractor under this Agreement, and by all provisions thereof affording remedies and redress to the Contractor from the TOWN.
 - .2 To promptly pay the subcontractor in accordance with applicable State statute.

- .3 That, at all times, the subcontractors' total payments shall be proportionate to the value of the labor and materials provided by them. Payment may be preconditioned upon the subcontractors providing the Contractor with requested significant partial or final lien waivers.
 - .4 To pay the subcontractor to such extent as may be provided by the Agreement or the subcontract, if either of these provides for earlier or larger payments than the above.
 - .5 To ensure timely payment to subcontractors for their work as performed and for materials fixed in place, less any applicable retention, despite any delay by the TOWN in making payments to the Contractor for any cause not the fault of the subcontractor.
 - .6 To share or forward, as appropriate, with its subcontractors or, as appropriate, with the TOWN, any fire insurance money received by the Contractor under the insurance provisions of the Agreement
 - .7 That no claim for services rendered or materials furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
 - .8 To give the subcontractor an opportunity to be present and to submit evidence in any Contractual claim, controversy or dispute.
- 5.1.7** Nothing in this Article shall create any obligation on the part of the TOWN to pay to, or to see to the payment of, any sums to any subcontractor, except as may otherwise be required by law.
- 5.1.8** Each subcontract agreement for a portion of the Work is hereby assignable by the Contractor to the TOWN provided that:
- .1 Assignment is effective at the sole option of the TOWN and only upon termination of the Agreement for cause pursuant to Article 9 of these General Conditions, and only for those subcontract agreements which the TOWN determines to accept by notifying the subcontractor in writing, and
 - .2 Assignment is subject to the prior rights of the surety obligated under the Bonds relating to the Agreement

5.2 Separate Agreements

- 5.2.1** The TOWN reserves the right to perform construction or operations related to the Work with the TOWN's own forces and to let separate Agreements in connection with other portions of the Work or other construction or operations on the Work site.
- 5.2.2** The Contractor shall afford other Contractors on the Work site reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.
- 5.2.3** The Town Project Manager shall coordinate the activities of the TOWN's own forces and of each separate Contractor with the work of the Contractor. The Contractor and all other Contractors on the Work site shall be required to review their construction schedules and cooperate with the Town Project Manager in coordinating the various portions of the Work with the schedules of such separate Contractors.
- 5.2.4** If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the Town Project Manager any defects in such work that render it unsuitable for continuance of the Contractor's Work. Failure to inspect and report may constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's Work, except as to defects not then reasonably discoverable.
- 5.2.5** Costs caused by the Contractor because of delays or by improperly timed activities or defective construction shall be borne solely by the Contractor.
- 5.2.6** If the Contractor causes damage to any separate contractor on the site, the Contractor, upon due notice, agrees to settle with such separate contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the TOWN on account of any damage alleged to have been so sustained, the TOWN shall notify the Contractor, who shall defend such proceedings and, if any judgment against the TOWN arises therefrom, the Contractor shall pay or satisfy it.

- 5.2.7 Should separate contractors on the Work cause any damage, cost or loss to the Contractor, the TOWN shall not be held responsible or liable therefore in any way other than extensions of completion time in accordance with Article 6 of these General Conditions.

6. TIME FACTORS and LIQUIDATED DAMAGES

6.1 Time

- 6.1.1 Unless otherwise provided in the Notice to Proceed, the Completion Time is the number of calendar days, including authorized time extensions, specified for completion of the Work. This time in calendar days will be given in the Individual Job Order Request for Quote.
- 6.1.2 Completion Time shall commence on the day specified for the Contractor to commence Work in the Notice to Proceed. The date shall not be postponed on account of the failure of the Contractor, or of any of its subcontractors to take any action required to commence the Work.
- 6.1.3 The date of Substantial Completion is the date certified by the Public Works Director and/or the Utilities Director pursuant to Subsection 7.4.1 of Article 7 of these General Conditions. It is expressly agreed that the time for completion is a reasonable time, considering average climatic conditions and usual industrial conditions prevailing in the Camp Verde area.
- 6.1.4 The term “day” as used in the Individual Job Order or the Agreement shall mean calendar day.
- 6.1.5 By execution of the Agreement documents, or by concurrence with the Notice to Proceed in the case of a Job Order, the Contractor acknowledges and agrees that the time described as Time of Completion within the Individual Job Order is a reasonable period for a competent Contractor to complete the Work.
- 6.1.6 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the agreed upon time frame. If the Contractor is delayed on any portion of the Work for any reason whatsoever, it shall promptly proceed on other portions of the Work which are not affected by such delay.

6.2 Liquidated Damages

- 6.2.1 The amount of liquidated damages, if applicable, shall be as specified in the Individual Job Order and/or the Notice to Proceed.
- 6.2.2 The Contractor has been put on notice that the TOWN shall enforce the liquidated damages set forth in the Individual Job Order documents and/or Notice to Proceed.
- 6.2.3 The Contractor agrees that the TOWN will incur damages if the Contractor fails to complete the Work within the Completion time or any approved extensions thereof and that the liquidated damages specified in the Individual Job Order and/or the Notice to Proceed, represents a fair and equitable approximation of the TOWN's damages.

Each calendar day that the Contractor shall fail to achieve Substantial Completion after the calendar date agreed to for the completion of the Work provided for in the Individual Job Order and/or the Notice to Proceed, the sum set forth in the Agreement documents will be deducted from any monies due the Contractor, not as penalty, but as liquidated damages; provided however, that due account will be taken of any adjustments of the Completion time for the completion of the Work allowed under the Individual Job Order and/or the Agreement.

Permission allowing the Contractor to continue and finish any part of the Work after the time fixed for its completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the TOWN of any of its rights to liquidated damages under the Agreement.

Once substantial completion is granted, the Contractor shall achieve final completion within thirty (30) calendar days, unless otherwise agreed upon. If final completion does not occur within the agreed upon number of days, liquidated damages will commence on the first day after the agreed days, until final completion occurs.

6.3 Delays and Time Extensions

- 6.3.1 It is agreed that the TOWN's only liability for any delay from any cause shall be limited to granting a time extension to the Contractor and that no extended general conditions for any delay will be applicable unless

agreed to by the TOWN. There is no other obligation, express or implied, on the part of the TOWN to the Contractor for delay from any cause.

6.3.2 Force Majeure

- .1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the parties affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a sub-contractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
- .2 If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Agreement modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Agreement.

6.3.3 The completion time shall be extended when delay in completion of the Work by either the Contractor or the subcontractors is due to any preference, priority or allocation order duly issued by the Federal Government.

6.3.4 Time extensions shall only be granted for delays caused by the TOWN, changes authorized in accordance with Article 8 of this agreement, or delays pursuant to sections 6.3.2 and 6.3.3.

6.3.5 Should a dispute arise between the Contractor and the TOWN regarding a delay or time extension, the Contractor shall continue progress on the Work until the dispute is resolved.

7. PAYMENTS TO THE CONTRACTOR

7.1 Agreement Price; Request for Payment; Schedule of Values

- 7.1.1** The Agreement amount or coefficient stated in the either the Individual Job Order documents or the Notice to Proceed, plus or minus any authorized adjustments, is the amount payable by the TOWN to the Contractor for performance of the Work under the Agreement or for a specific Individual Job Order.
- 7.1.2** During the course of construction, the Contractor shall request payment for Work actually performed during the preceding month or some other time period as mutually agreed to, using "Estimate for Payment" forms, which are furnished by the TOWN or a Town Project Manager. A schedule of completed Work and value from the Unit Price Schedule shall accompany the request for payment. A separate request for payment must be made in this manner for each Individual Job Order.

7.2 Certification and Payment

- 7.2.1** The TOWN by mutual agreement may make progress payments on any Individual Job Order whose Time of Completion is greater than forty-five days and shall make monthly progress payments on all other Contracts as provided for in this paragraph. Payment to the Contractor on the basis of a duly TOWN certified and approved schedule of completed work and value from the Unit Price Schedule for payment of the Work performed during the preceding calendar month under the Agreement may include payment for only Work that is complete, reviewed, and approved by the Public Works Director or the Utilities Director. Payment(s) for Work items found to be deficient may be withheld by the Public Works Director or the Utilities Director by written notice returned with the remaining payment amount. The TOWN may withhold an amount from the progress payment sufficient to pay the expenses the TOWN reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before thirty days after the schedule of completed work and value from the Unit Price Schedule for payment of the Work is reviewed and approved. The TOWN may elect to withhold payment of up to 10% of the total quoted amount for any Individual Job Order until 100% of the Work for that Individual Job Order is at final completion and approved by the Public Works Director or the Utilities Director.

- 7.2.2 On final completion and approval of each Individual Job Order or other division of the Agreement on which the price or quote has been stated separately, except as qualified in paragraph 7.2.5, payment may be made in full, less any specified or authorized deductions. In preparing quotes or estimates, the material and equipment delivered on the site to be incorporated in the job shall be taken into consideration in determining the estimated value by the engineer or other person, as specified in the Individual Job Order documents.
- 7.2.3 The Contractor shall pay to the Contractor's subcontractors or material suppliers and each subcontractor shall pay to the subcontractor's subcontractor or material supplier, within fourteen days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the RESPECTIVE AMOUNTS ALLOWED THE CONTRACTOR OR SUBCONTRACTOR ON ACCOUNT OF THE WORK PERFORMED BY the subcontractors, to the extent of each subcontractor's interest, except that no Agreement for construction services may materially alter the rights of any Contractor, subcontractor or material supplier to receive prompt and timely payment as provided under this section. The payments to subcontractors or material suppliers shall be based on payments received pursuant to this section. Any diversion by the Contractor or subcontractor of payments received for work performed on an Individual Job Order or this Agreement, or failure to reasonably account for the application or use of those payments, constitutes grounds for disciplinary action by the Registrar of Contractors. The subcontractor or material supplier shall notify the Registrar of Contractors and the TOWN in writing of any payment less than the amount or percentage approved for the class or item of work as set forth in this section.
- 7.2.4 A subcontractor may notify the TOWN in writing requesting that the subcontractor be notified by the TOWN in writing within five days from payment of each progress payment made to the Contractor. The subcontractor's request remains in effect for the duration of the subcontractor's work on the project.
- 7.2.5. Nothing in this section prevents the Contractor or subcontractor, at the time of application and certification to the TOWN or Contractor, from withholding the application and certification to the TOWN or Contractor for payment to the subcontractor or material supplier for unsatisfactory job progress, defective construction work or materials not remedied, disputed work or materials, third party claims filed or reasonable evidence that a claim will be filed, failure of a subcontractor to make timely payments for labor, equipment and materials, damage to the Contractor or another subcontractor, reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum or a reasonable amount for retention.
- 7.2.6 If any payment to a Contractor is delayed after the date due interest shall be paid at the rate of one per cent per month or fraction of a month on the unpaid balance as may be due.
- 7.2.7 If any periodic or final payment to a subcontractor is delayed by more than fourteen (14) days after receipt of the periodic or final payment by the Contractor or subcontractor, the Contractor or subcontractor shall pay the subcontractor or material supplier interest, beginning on the fifteenth day, at the rate of one per cent per month or fraction of a month on the unpaid balance as may be due.
- 7.2.8 Notwithstanding anything to the contrary in this section, this section applies only to amounts payable in a construction services Agreement for construction and does not apply to amounts payable in a construction services Agreement for design services, preconstruction services, finance services, maintenance services, operations services and other related services.
- 7.2.9 The Town Project Manager, with reasonable dispatch, will review the contents of the schedule of completed Work and value from the Unit Price Schedule for payment of the Work submitted by the Contractor to determine if the estimate is sufficient to submit to either the Public Works Director or Utilities Director for review and approval. Once the schedule of completed Work and value from the Unit Price Schedule for payment of the Work is approved, it will be submitted through normal channels for payment.
- 7.2.10 Certification or payment either in part or full made to the Contractor, or partial or entire use or occupancy of the Work by the TOWN shall not constitute an acceptance of any portion of the Work.

7.3 Payment Withheld

- 7.3.1 If the TOWN is unable to certify a request for payment in whole or in part because, after observing the Work and the data comprising the schedule of completed Work and value from the Unit Price Schedule for payment of the Work, or if the Public Works Director or the Utilities Director determines that the Work has

not progressed or the quality of the Work is not in accordance with the Individual Job Order or the Agreement, the Town Project Manager shall promptly notify the Contractor. If the Town Project Manager and the Contractor cannot agree on a payment amount revised by the Public Works Director or the Utilities Director, the Town Project Manager will promptly issue a certificate for payment in an amount determined by the Public Works Director or the Utilities Director to be justified by the quantity of approvable Work that has been completed.

- 7.3.2** The Public Works Director or the Utilities Director may, as a result of subsequently discovered evidence, withhold or nullify the whole or a part of any payment or payment approval to such extent as may be necessary to protect the TOWN from loss on account of:
- .1** Defective work not remedied.
 - .2** Third party claims filed or reasonable evidence indicating probable filing of such claims.
 - .3** Failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment.
 - .4** Reasonable doubt that the Work can be completed for the unpaid balance of the Individual Job Order amount, or reasonable evidence that the Work will not be completed within the Completion time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.
 - .5** Damage to another contractor or to the TOWN.
 - .6** Damage to the real or personal property of another and failure to repair or replace the same.
 - .7** Persistent failures to carry out the Work in accordance with the Individual Job Order or the Agreement.
- 7.3.3** When the grounds for withholding payment have been corrected to the satisfaction of the Public Works Director and/or Utilities Director, the TOWN shall then proceed to process any amounts due.

7.4 Substantial Completion

- 7.4.1** When the Contractor considers that the Work, or a portion thereof which the TOWN has agreed to accept separately, is ready for its intended use, it shall notify the Town Project Manager in writing that the Work, or the agreed upon portion thereof, is substantially complete and request the Town Project Manager to have the Public Works Director or the Utilities Director issue a Certificate of Substantial Completion. Within a reasonable time thereafter, the Public Works Director and/or the Utilities Director will make an inspection of the Work, or the designated portion thereof, to determine the status of completion. If the inspection discloses any item that is not in accordance with the Individual Job Order or the Agreement, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. The Contractor shall then submit a request for a re- inspection by the Public Works Director and/or the Utilities Director. When the Work or designated portion thereof is determined to be substantially complete, the Public Works Director or the Utilities Director will issue a Certificate of Substantial Completion, fixing therein the date of Substantial Completion and the pending Final Completion. A punch list shall be made by the Town Project Manager and the Contractor at the direction of the Public Works Director and/or the Utilities Director establishing the responsibilities of the TOWN and Contractor, pending final payment by the TOWN, for security, maintenance, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall finish all items on the punch list in the time before Final Completion. Once all items on the punch list are completed to the satisfaction of the Public Works Director and/or the Utilities Director, a Certificate of Final Completion will be issued.
- 7.4.2** At the discretion of the Public Works Director and/or the Utilities Director, any Individual Job Order may have a single date of completion that serves as both the date of Substantial Completion and Final Completion. This single date of completion would typically be used when an Individual Job Order is a small and uncomplicated project with few Work items.
- 7.4.3** Warranties required by the Agreement shall commence on the date of Final Completion of any Individual Job Order for a period of two years, except where a specific provision of the Individual Job Order or the Agreement provides otherwise.

7.5 Final Completion and Final Payment

- 7.5.1 Upon receipt of written notice from the Contractor that the Work is ready for final inspection and upon receipt of a request for final payment, the Town Project Manager will check that all items on the punch list have been completed or corrected and will present the Public Works Director and/or the Utilities Director the written notice and request for final payment so that a final inspection may be done for final payment approval.

7.6 Consent of Surety/ Lien Waivers and As-Built Drawings

- 7.6.1 Final payment shall become due when the Contractor provides to the Public Works Director or his designee a Consent of Surety Certificate from their bonding company, or lien waivers, at the Public Works Director or his designee's discretion and all completed as-built drawings. As-built drawings are not considered complete until approved and signed by the Public Works Director or the Utilities Director.

7.7 Partial Utilization

- 7.7.1 The TOWN may occupy or use any portion of the Work which the TOWN and the Contractor agree constitutes a separately functioning and usable part of the Work that can be used by the TOWN without significant interference with the Contractor's performance of the remainder of the Work. Such use or occupancy may commence whether or not the portion is substantially complete, provided the TOWN and the Contractor have accepted in writing their mutual responsibilities regarding the used portion, including but not limited to insurance coverage, maintenance and utilities.
- 7.7.2 Partial use or occupancy of the Work by the TOWN shall not constitute acceptance of Work not complying with the requirements of the Individual Job Order or the Agreement.

8. UNCOVERING AND CORRECTION OF WORK; CHANGES IN THE WORK

8.1 Uncovering of Work

- 8.1.1 Piping, wiring, ducts, etc., shall not be covered up before proper inspection, approval and certificates, if required, are issued. Should any work that is designated for inspection before being buried by the Town Project Manager or the Individual Job Order or the Agreement is covered before such inspection, it must be uncovered by the Contractor at their expense when examination is ordered by the Town Project Manager.
- 8.1.2 If a portion of the Work is *not* designated by the Town Project Manager or the Individual Job Order or the Agreement for inspection has been buried and the Town Project Manager orders with due reason such work uncovered for inspection, the Contractor shall immediately uncover such work. If such uncovered work is found to be in accordance with the Individual Job Order and/or the Agreement, an appropriate Change Order shall be issued to compensate the Contractor for the expense of uncovering, repairing, or replacing the work. If such work is found to not be in compliance with the Individual Job Order and/or the Agreement, the Contractor shall pay such costs, unless the condition was caused by the TOWN or a separate Contractor.
- 8.1.3 The TOWN shall not be responsible for or bear the cost of any re-examination and replacement occasioned by defects in the work caused by the Contractor or subcontractors.

8.2 Correction of Work

- 8.2.1 **Correction of Work Before Final Payment.** The Contractor shall promptly remove from the Work site all materials and/or associated portions of the Work rejected by the Town Project Manager working under the direct supervision of the Public Works Director and/or the Utilities Director as failing to conform to the plans and/or specifications of the Individual Job Order and/or the Agreement. The Contractor shall promptly replace and re-execute the Work in accordance with the Individual Job Order and/or the Agreement, without expense to the TOWN, and shall bear the expense of making good the Work of other contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such rejected Work and/or materials within a reasonable time, fixed by written notice, the TOWN may remove it and may store the materials at the expense of the Contractor.
- 8.2.2 Should the Contractor fail to repair such defective material and/or workmanship or to make replacements within five (5) calendar days after written notice by the TOWN, it is agreed that the TOWN may, at its sole discretion, make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor or his surety.

8.3 Changes in the Work

- 8.3.1** The Town Project Manager working under the direct supervision of the Public Works Director and/or the Utilities Director, may order extra Work or make changes by altering, adding to or deducting from the Work, the price being adjusted accordingly by written Change Order without invalidating the Individual Job Order or the Agreement. All such Work shall be executed under the conditions in the Individual Job Order or the Agreement except that any necessary extension of time caused by the additional Work thereby shall be adjusted within the written Change Order
- 8.3.2** If, instead of requiring corrections or removal of Work not conforming to the requirements of the Agreement, the Work is determined to be acceptable with diminished value in the judgment of the Public Works Director and/or the Utilities Director, a written Change Order shall be issued incorporating the necessary revisions in the Individual Job Order documents, including an appropriate reduction in the price. Such a written Change Order does not require the signature or approval of the Contractor. Such acceptance of non-conforming Work shall not constitute a waiver of any other Work required under this contract.
- 8.3.3** The value of any extra Work or Change Order amount for any Individual Job Order under the Agreement shall be determined in one or more of the following ways:
 - .1** By estimate and acceptance in a lump sum quote by the Contractor for the additional Work.
 - .2** By the Unit Price Schedule for that specific Individual Job Order being used a basis for determining the increased cost of an increase in the quantity of those specific items already quoted in the Unit Price Schedule

9. SUSPENSION OR TERMINATION OF THE WORK

9.1 Suspension of the Work for Cause; TOWN's Right to Perform the Work

- 9.1.1** If the Contractor fails to correct Work which is not in accordance with the Individual Job Order or the Agreement, or persistently fails to carry out the Work in accordance with the Individual Job Order or the Agreement, the Public Works Director and/or the Utilities Director, may order the Contractor in writing to stop the Work, or any portion of the Work, until the cause for such stop work order has been eliminated.
- 9.1.2** If the Contractor fails to prosecute the Work properly or fails to perform any provision of this Agreement, the TOWN may, five (5) days after written notice to the Contractor, and without prejudice to any other remedy the TOWN may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor and its surety shall be liable to the TOWN for such deficiency.

9.2 Termination by the TOWN for Cause

- 9.2.1** The TOWN, upon certification by the Public Works Director and/or the Utilities Director, without prejudice to any other right or remedy of the TOWN and after giving the Contractor seven (7) days written notice, may terminate any Individual Job Order and/or this Agreement as to all or any part of the Work for any of the following reasons
 - .1** If the Contractor abandons the Work, or unnecessarily delays the Work.
 - .2** If the Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials or competent subcontractor.
 - .3** If the Contractor fails to make payment to subcontractor for materials or labor in accordance with the respective agreements between the Contractor and the subcontractor or as expressly set forth herein.
 - .4** If the Contractor persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or persistently violates the conditions or covenants of Any Individual Job Order and/or this Agreement.
 - .5** If the Contractor should be adjudged bankrupt.
 - .6** If the Contractor should make a general assignment for the benefit of its creditors or if a receiver should be appointed on account of its insolvency.
 - .7** If the Contractor is otherwise in substantial breach of a provision of the Agreement as determined by the TOWN.

- 9.2.2** Upon termination of the Agreement for any of the above reasons, the TOWN, subject to any prior rights of the surety, may:
- .1** Take possession of the Work and of all materials, equipment, tools, and construction equipment and machinery at the Work site or adjacent thereto belonging to the Contractor.
 - .2** Accept assignment of subcontracts pursuant to Subsection 5.1.8 of Article 5 of these General Conditions.
 - .3** Finish the Work by whatever reasonable method the TOWN may deem expedient. In completing the Work by a new contractor or by doing the Work itself, the TOWN may use such equipment, materials, supplies, machinery, implements, tools and plant of the Contractor in the TOWN's possession and may make all necessary repairs and replacements thereto.
- 9.2.3** If the TOWN terminates the Agreement for one of the reasons stated in Subsection 9.2.1, the Contractor shall not be entitled to receive any further payment.
- 9.2.4** The cost of fully completing the Work provided for under any new Individual Job Order or new Agreement shall include the sum or sums of money to be paid by the TOWN to other Contractors, all costs of repairs and replacements of machinery, implements, tools and plant of the Contractor hereunder, and also all sums of money paid for additional management and administrative services, including but not limited to the cost additional services by the Public Works Director and/or the Utilities Director, the Town Project Manager, and any TOWN administrative services made necessary by the termination of the Individual Job Order and/or the Agreement and may be subtracted from any payment due to the Contractor.
- 9.2.5** The Work, including those costs per Subsection 9.2.4, such excess may, at the TOWN's discretion, be paid to the Contractor. If such costs exceed the unpaid balance, the TOWN may sell all materials, supplies, machinery, implements, tools and plant of the Contractor's then on hand, at public sale, after having given the Contractor twenty (20) days written notice of the time and place of such sale, with the net proceeds derived from the sale of said property being applied against said costs. Should the amount received from the sale be insufficient to pay such deficiency, the Contractor and its surety shall be liable to pay the remaining amount of the deficiency.

9.3 Suspension by the TOWN for Convenience

- 9.3.1** The TOWN may, without cause, order the Contractor in writing to suspend or interrupt the Work in whole or in part for such period of time as the TOWN may determine whenever such suspension or interruption would be in the best interest of the TOWN.
- 9.3.2** If the TOWN suspends the Work for convenience, an adjustment shall be made for substantiated increases in the cost of performance of the Agreement, if any, including profit on the increased cost of performance, caused by suspension or interruption. No adjustment shall be made to the extent:
- .1** That performance is, was or would have been so suspended or interrupted by another cause for which the Contractor is responsible, or
 - .2** That an equitable adjustment is made or denied by the TOWN.

9.4 Termination by the TOWN for Convenience

- 9.4.1** The performance of the Work under this Agreement may be terminated by the TOWN, in whole or in part, in accordance with this clause whenever the TOWN reasonably determines that such termination is in the best interest of the TOWN. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of the Work is terminated, and the date upon which such termination becomes effective.
- 9.4.2** If the Agreement is terminated by the TOWN as provided herein, the Contractor shall receive compensation for any Work performed and accepted, together with profit in proportion to the Work performed and accepted. The compensation shall include payment for contractual obligations reasonably incurred prior to termination. No amount shall be allowed for anticipated profit on unperformed Work.
- 9.4.3** In the event the TOWN terminates the Work, in whole or in part, for cause pursuant to Section 9.2 of this Article 9 and the termination is later deemed to be unjustified, then such termination shall be automatically deemed a termination for convenience and the provisions of this Section 9.4 shall apply.

- 9.4.4** Termination of the Agreement or portion thereof by the TOWN for convenience shall not relieve the Contractor of their contractual responsibilities for the Work completed, nor shall it relieve the surety of its obligation for and concerning any just claim arising out of the Work completed.

9.5 Contractor's Right to Terminate Agreement

- 9.5.1** The Contractor may terminate the Agreement for any of the following reasons:

- .1** If the Work should be stopped under an order of any court of competent jurisdiction or other public authority for a period in excess of one (1) month through no act or fault of the Contractor or of anyone directly or indirectly employed by him.
- .2** If the TOWN has failed to pay the Contractor within sixty (60) days after the date when any sum is certified for payment by the Public Works Director and/or the Utilities Director.
- .3** If repeated suspensions or interruptions ordered by the TOWN pursuant to Section 9.3 total in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.

- 9.5.2** If one of the above reasons exists, the Contractor may, after submitting a seven (7) day written notice to the Town Project Manager, stop Work and terminate the Individual Job Order and recover payment from the TOWN for all Work executed and accepted by the TOWN and any loss of materials costs and reasonable profit and damages.

10. CLAIMS AND DISPUTES

10.1 Town Project Manager's Resolution of Claims and Disputes; Review by Town Public Works Director or his designee

- 10.1.1** This Article relates to claim for additional compensation and any other differences between the parties arising under and by virtue of the Individual Job Order or the Agreement. Such claims are to be resolved at the earliest possible time and at the first responsible level so as to increase the possibility that such matters will be resolved without the vexation of an administrative hearing process, arbitration or litigation.
- 10.1.2** All claims, including but not limited to, claims relating to adjustments or interpretations of the Individual Job Order and/or the Agreement, payments of money, or other relief with respect to the terms of the Agreement, shall be referred initially in writing to the Town Project Manager for action. The responsibility to substantiate claims shall rest with the party making the claim.
- 10.1.3** Claims by either party must be made within twenty-one (21) days after the event giving rise to the claim or within twenty-one (21) days after the claimant first becomes aware of the condition giving rise to the claim, whichever is later.
- 10.1.4** Pending final resolution of a claim, the Contractor shall proceed diligently with performance of the Individual Job Order of the Agreement and the TOWN shall continue to make payments in accordance with the Individual Job Order or the Agreement.
- 10.1.5** The Town Project Manager working under the direct supervision of the Public Works Director and/or the Utilities Director shall, within twenty-one (21) days of receipt of a claim, issue one of the following:
- .1** Issue a final decision by the Public Works Director or Utilities Director either rejecting or approving the claim.
 - .2** Suggest an equitable compromise of the claim.
 - .3** Provide a schedule to the Contractor indicating when they expect to be able to take action, which shall be within a reasonable time.
- 10.1.6** The Town Project Manager may require the submission of additional documentation from the Contractor to facilitate a decision.
- 10.1.7** The Contractor shall have ten (10) days from the date of the final decision by the Public Works Director and/or the Utilities Director rejecting or approving a claim, or suggesting a compromise, within which to accept or object to that decision. Failure of the Contractor to accept or object to the decision in writing within such ten (10) day period shall be deemed an acceptance of the decision. If the Contractor rejects the

decision of the Public Works Director or Utilities Director in writing within such ten (10) day period, the matter shall be referred to the Town Manager for de novo review.

- 10.1.8** The Public Works Director and/or the Utilities Director shall have sixty (60) days from receipt of a written objection by the Contractor to the final decision, or such longer period as the parties may stipulate in writing, to review the matter and issue a response. During such period, the Public Works Director and/or the Utilities Director may require such additional documentation or testimony as deemed necessary to support his/her response

11. MISCELLANEOUS PROVISIONS

11.1 Governing Law

- 11.1.1** The Agreement shall be governed and construed according to the Camp Verde Town Code and the laws of the State of Arizona.

11.2 Written Notice

- 11.2.1** Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last known business address known to the party giving notice.

- 11.3** **Israel.** To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, Consultant certifies that it is not currently engaged in, and agrees for the duration of Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

- 11.4** **China.** Pursuant to and in compliance with A.R.S. § 35-394, Consultant hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Consultant will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Consultant also hereby agrees to indemnify and hold harmless the Town, its officials, employees, and agents from any claims or causes of action relating to the Town's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Town in defending such as action.

11.5 Conflict of Interest

- 11.5.1** The TOWN shall also have the right to terminate this Agreement pursuant to the conflict-of-interest provisions of A.R.S. Sec. 38-511 and to exercise any and all remedies provided in such statute. The TOWN may cancel this Agreement if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of the Town of Camp Verde becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Agreement.

11.6 Contractor

- 11.6.1** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
- 11.6.2** Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the TOWN, and that such days do not accumulate for the use of same at a later date.
- 11.6.3** The Town of Camp Verde will not provide any insurance coverage to Contractor, including Workers' Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a TOWN payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

11.7 Gratuities

- 11.7.1** The TOWN may, by written notice to the Contractor, cancel this Agreement if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the TOWN amending, or the making of any determinations with respect to the performing of such Agreement. In the event this Agreement is canceled

by the TOWN pursuant to this provision, the TOWN shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

11.8 Provisions Required by Law

11.8.1 Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

11.9 Severability

11.9.1 The provisions of this Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

11.10 Interpretation Parole Evidence

11.10.1 This Agreement is intended by the parties as a final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

11.11 Rights and Remedies

No provision in this document or in the Contractor's response shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of Agreement. The failure of either party to insist upon the strict performance of any term or condition of the Agreement or to exercise or delay the exercise of any right or remedy provided in the Agreement, or by law, or the acceptance of materials or services, obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Agreement.

11.12 Right to Assurance

Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this Agreement.

RESPONDENT'S CHECK LIST

****INCLUDE AS TOP PAGE OF YOUR SUBMISSION****

Respondent's Name: _____

- ☐ 1. The response has been signed in the Offer Section (responses not signed in this section will not be considered).
- ☐ 2. Any required descriptive literature has been included.
- ☐ 3. The Addendum Acknowledgement has been signed and is included.
- ☐ 4. The Non-Collusion Affidavit has been signed and is included.
- ☐ 5. The Disclosure of Responsibility Statement has been signed and is included.
- ☐ 6. The Certificate of Insurability has been signed and is included.
- ☐ 7. The Contractor Immigration Warranty has been signed and is included.
- ☐ 8. The mailing envelope/package has been addressed to:

Location:

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

- ☐ 9. Response package/envelope has been identified with solicitation number and title.
- ☐ 10. The response is mailed in time to be received and stamped in by a Public Works representative no later than specified time on designated date (otherwise the response cannot be considered).

Note: Refer to Section I, Page 5 for detailed instructions for completing this required information

OFFER SECTION

TO THE TOWN OF CAMP VERDE:

The Undersigned hereby offers and agrees to enter into negotiations with the TOWN to provide the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

For clarification, contact:

Company Name

Name: _____

Address

Phone: _____

City State Zip

Fax: _____

Signature of Person Authorized to Sign

Email: _____

Printed Name

Title

ADDENDUM ACKNOWLEDGEMENT

RECEIPT OF ADDENDA:

Proposer acknowledges receipt of the following Addenda relating to the Request for Qualifications (RFQ) for Job Order Contracting (JOC) to provide Public Works, Street, Stormwater, Wastewater, Water, and General Maintenance Contracting services for the TOWN of Camp Verde.

Addendum No.	Date
_____	_____
_____	_____
_____	_____

_____ Company Name	_____ Representative Name (Print)
_____ Representative's Signature	_____ Date

STATE OF: _____)
 _____) ss:
 TOWN OF: _____)

DISCLOSURE OF RESPONSIBILITY STATEMENT

- A. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract. _____
- B. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty, which affects the responsibility of the Contractor. _____
- C. List any convictions or civil judgments under state or federal antitrust statutes. _____
- D. List any violations of contract provisions such as failing to perform (without good cause), or unsatisfactory performance, in accordance with the specifications of a contract. _____
- E. List any prior suspensions or debarments by any governmental agency. _____
- F. List any contracts not completed on time. _____
- G. List any penalties imposed for time delays and/or quality of materials and workmanship. _____
- H. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules. _____

I, _____, as _____
Name of individual Title & Authority
of _____, declare under oath that the above statements, including
Company Name
any supplemental responses attached hereto, are true.
By: _____
(Signature of Individual/Representative)

STATE OF: _____)
_____) ss.
COUNTY OF: _____)

On this the ____ day of _____, 20_____, before me, the undersigned NOTARY PUBLIC, personally appeared _____, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

SEAL

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICATE OF INSURABILITY

I hereby certify that as a Bidder to Town of Camp Verde (TOWN) for Solicitation No. 23-180, I am fully aware of insurance requirements contained in the Agreement and by the submission of this bid. I hereby assure TOWN that I am able to produce the insurance coverage required should I be selected to be awarded the Agreement.

Should I be awarded the Agreement by TOWN and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this shall constitute a material breach of this Agreement and shall be subject to penalties up to and including termination of the Agreement at the sole discretion of the TOWN. I also understand and am fully aware that I may not be considered for further projects by TOWN.

Signature of Bidder

Company

Date

CONTRACTOR IMMIGRATION WARRANTY

(To Be Completed by Contractor Prior to Execution of Agreement)

A.R.S. § 41-4401 (Government procurement, E-verify requirement, definitions) requires as a condition of your Contract, verification of compliance by the Contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the Contractor shall attest that it and all subcontractors performing work under the cited agreement meet all conditions contained herein.

Contract Number: 23-180

Name (as listed in the contract): _____

Street Address: _____

Town: _____ **State:** _____ **Zip Code:** _____

I hereby attest that:

1. The Contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this Agreement;
2. The Contractor shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. All subcontractors performing work under this Agreement comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Agreement shall be deemed a material breach of this Agreement, and is grounds for penalties, including termination of this Agreement, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Agreement, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Agreement, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:

Printed Name: _____

Title: _____

Date (month/day/year): _____

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of ____, 20____, by and between the Town of Camp Verde, a Municipal Corporation organized and existing under the laws of the State of Arizona, hereinafter called the "TOWN", and _____ of the Town/City of _____, County of _____, and State of _____ hereinafter called the "Contractor".

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

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

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

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

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

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

2. Miscellaneous

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

D. Precedence

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

CONSTRUCTION SERVICES AGREEMENT

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

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

TOWN OF CAMP VERDE

CONTRACTOR

Dee Jenkins, Mayor

By: _____

Title: _____

APPROVE AS TO FORM

ATTEST (If Corporation):

Trish Stuhan, Town Attorney

Secretary

ATTEST

SEAL

Cindy Pemberton, Town Clerk



Town of Camp Verde, Arizona

JOB ORDER CONTRACT QUOTE REQUEST

The Town of Camp Verde is requesting quotes for the work described below:

25-210 Dickison Circle Storm Drain Improvements Project

Location: Highway 260 at the southwest corner of Parcel 403-21-165, in Camp Verde, AZ 86322

Project Narrative: This work is to remove the existing gabion structure and install new inlet structure and arch culvert along the east side of Highway 260 south of Dickison Circle.

Quotes shall be per the approved plans and specifications provided with this request.

A Pre-quote meeting will be held on Thursday, June 12, 2025 at 8:30 AM on site. It is strongly recommended that you attend. Items about the construction timing, utility locations, and specific project requirements will be discussed.

The sealed quote shall be delivered to the Town of Camp Verde Public Works Department at 395 South Main Street, Camp Verde AZ. 86322. All quotes shall be delivered by:

Thursday, June 26, 2025 by 1:00 PM

The sealed quote shall be clearly marked:

"25-210 Dickison Circle Storm Drain Improvements Project"

Attention: Martin Smith

NOTE: Contract Quotes will not be accepted after the time and date specified.

Questions regarding this bid proposal shall be directed to Martin Smith at martin.smith@campverde.az.gov. All emails shall include a carbon copy to Ken Krebbs at ken.krebbs@campverde.az.gov. All questions must be asked via email as outlined above prior to 12:00pm on Thursday, June 19, 2025. A comprehensive list of questions asked and their accompanying answers will be published no later than the end of business on Monday, June 23, 2025.

The Town of Camp Verde will be providing the 117" x 79" arch CMP culvert. The contractor shall be responsible for providing all other materials, equipment, and labor to complete the project. The culvert has been ordered; however, it has a 10-week lead time. The Town anticipates receiving the culvert materials in the first week of August.

Terms and Conditions:

1. The Contractor shall complete the Unit Price Table below. The entire Unit Price Table **MUST** be completed as this may be used for estimating purposes or for the assignment of additional work in the future.
2. The requested quote shall be for the total cost of this project. All items included in the specifications and Unit Price Table shall be included in the quote. Applicable local sales tax must be included as well.
3. No additional charges, change orders, or other costs incurred by the Contractor shall be allowed unless as directed by the Town of Camp Verde.
4. It is the Contractor's responsibility to return the work site and any surrounding areas affected by the work to their original or better condition. Damage to any appurtenance, property or facility (either public or private) shall be repaired solely at the Contractor's expense. All sidewalk, landscaping, curb, gutter, pavements, etc. removed or damaged outside of the scope of the enclosed Unit Price Table shall be returned to their original condition to the satisfaction of the Town Engineer by the Contractor at the Contractor's expense. If items are left in disrepair, they will be repaired by the Town and the cost of repair will be subtracted from the payment for this specific Job Order Request.
5. The Contractor is responsible for complying with all applicable specifications as required in the current Uniform Standard Specifications and Details of Public Works Construction by Maricopa Association of Governments commonly referred to as MAG Standards, Town of Camp Verde regulations, standards, or specifications and the Arizona Department of Transportation (ADOT) regulations and specifications when working in the right-of-way.
6. The Contractor is responsible for complying with all applicable Arizona Blue Stake Authority regulations. The Contractor shall provide the Town of Camp Verde Public Works Staff with evidence/verification of contacting Blue Stake two (2) days prior to the commencement of construction. The lack of a legitimate Blue Stake will cause work to be stopped until the proper Blue Stake marking is in place.
7. A pre-construction meeting shall be scheduled by the Contractor awarded this project to coordinate with the Town of Camp Verde Public Works Department. The Contractor shall call the Public Works Department at (928) 554-0822 to schedule the meeting immediately after the award is made and prior to being given a Notice to Proceed. The Notice to Proceed will typically be given to the Contractor at this meeting.
8. The Town of Camp Verde shall not be held responsible for errors in estimates of quantities, materials, schedule, installation requirements, or size. The Contractor is responsible to perform his/her own estimate of quantities for quoting as well as verifying quantities by field measurement during the site visit. Errors in quantities noticed by any Contractor during the estimating/quoting process shall be brought to the immediate attention of the Town of Camp Verde Public Works Department so that the questionable quantity can be adjusted if required prior to the quote submittal deadline.

9. All work shall be completed and invoiced no later than **45 days** from issuance of Notice to Proceed.
10. The Town of Camp Verde Public Works Department shall be notified by the Contractor a minimum of forty-eight (48) hours in advance of any work or required inspections unless otherwise agreed upon.
11. All work shall be inspected by the Town of Camp Verde Engineering Department prior to being covered unless the Contractor has been notified otherwise. Work covering that which has not been inspected shall be removed at the Contractor's expense, at the request of the Town of Camp Verde Public Works Director at their discretion for the purposes of inspection of the work.
12. The Contractor shall be responsible for determining all relevant standards as required for safety and conformance to applicable OSHA regulations for construction standards for the entire term of this project.
13. The Contractor is responsible for securing work areas whenever they leave. No unsafe conditions shall exist or be left at the end of each working day. No dangerous conditions shall be left unattended. If items such as uncured concrete/mortar are left at the end of a working day, the Contractor shall coordinate with the Town of Camp Verde Public Works Department in a manner to prevent public access and damage to that portion of the project.
14. The Contractor shall visit the site prior to submitting a quote to familiarize himself/herself with the site and any extraordinary difficulties at the site location. If a mandatory pre-quote meeting is scheduled, the Contractor **must** attend this meeting to be allowed to quote the work.
15. All subgrade and base course grade shall be inspected for approval by the Town of Camp Verde Public Works Department prior to being covered. The Contractor shall complete and pass density testing on both the subgrade and aggregate base course by a qualified testing laboratory prior to covering with ABC or paving. The Contractor shall verify passing tests to the Town of Camp Verde Public Works Department at the time of their inspection(s). If slurry backfill is required, the Contractor shall use 1-sack, dry and compactable slurry in no more than 1-foot-deep uniform lifts. Slurry shall be tamped and compacted to the satisfaction of the Town Engineer. All areas that are slurry backfilled shall be filled and compacted to surface and shall be graded below final pavement grade and paved the following day with a "T-Top" asphalt patch per MAG Std. Detail No. 200-1 Type "A" with slurry in place of ABC.
16. The Contractor shall complete and pass density testing on asphalt pavement by a qualified testing laboratory (where applicable, not required for this trench patch/repair). The Contractor shall supply the verification of passing tests to the Town of Camp Verde Public Works Department prior to the project being given final approval. All asphalt work shall be inspected for approval by the Town of Camp Verde Public Works Department. The Town of Camp Verde Public Works Department shall be notified 24 hours prior to paving so that they may be present for inspection during lay-down operations.

17. The Contractor will be responsible for the hiring and compensation of the certified testing laboratory.
18. The Contractor shall submit to the Town of Camp Verde a performance and payment bond for the amount quoted for the total cost of the project at the pre-construction meeting prior to being given the official Notice to Proceed for that project.
19. The Contractor shall provide and maintain, and cause its subcontractors to provide and maintain, the following minimum insurance coverage:
 - a. Comprehensive general liability insurance with a minimum combined single limit of one million dollars (\$1,000,000) each occurrence with a general aggregate amount of two million dollars (\$2,000,000). The policy shall include coverage for bodily and personal injury, broad form property damage, blanket contractual, Contractor's protective, and products and completed operations.
 - b. Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to the Contractor's vehicles (whether owned, hired, non-owned), assigned to or utilized in the performance of the project.
 - c. Worker's Compensation (\$1,000,000).
 - d. Employer's Liability Insurance (\$1,000,000 each occurrence).
 - e. Additional insurance coverage may be required at the Town of Camp Verde's discretion where the services to be performed are deemed to be hazardous in nature.
 - f. The policies required above shall name the Town of Camp Verde and its respective agents, officials, and employees as additional insured, and shall specify that the insurance afforded the Contractor shall be primary insurance and that any insurance coverage carried by the Town of Camp Verde or its employees shall be excess coverage and not contributory insurance to that provided by the Contractor. Said policy shall contain a severability of interests provision.
 - g. Failure on the part of the Contractor to procure and maintain the required liability insurance and provide proof thereof to the Town of Camp Verde within thirty (30) days following the commencement of a new policy period, shall constitute a material breach of the Agreement upon which the Town of Camp Verde may immediately terminate the Agreement. Prior to the effective date of the Agreement, the Contractor shall furnish the Town of Camp Verde with a certificate of insurance in a format acceptable by the Town. The Town of Camp Verde reserves the right to request and receive certified copies of any or all the above policies and/or endorsements.