

**Department of Public Works
Contract Documents and Plans
for the**

**ANNUAL STREET AND PARK
CONCRETE CONTRACT**

**Town of Prescott Valley
Public Works Department
7501 East Civic Circle
Prescott Valley, AZ 86314**

**Phone: (928) 759-3070
Fax: (928) 759-5514**

**Ken Stanton, Public Works Operations Manager
Phone: (928) 759-3089**

Bid Date: April 30, 2012 at 3:30 PM MST



Town of Prescott Valley

Call for Bids

The Town of Prescott Valley, Arizona, is seeking bids for the **ANNUAL STREET AND PARK CONCRETE CONTRACT**. The work includes constructing miscellaneous, small concrete projects for the Park and/or Street departments. Typical projects are repairing manhole collars, sidewalk repairs or installs, or similar type of work on an ‘as needed’ basis throughout the Fiscal Year (July 1, 2012 – June 30, 2013). Bid documents may be obtained from the Public Works Department. All bids must be clearly marked “**ANNUAL STREET AND PARK CONCRETE CONTRACT**”, placed in a sealed envelope, and received no later than **3:30 p.m., MST, Monday, April 30, 2012**. Bids may be hand delivered or mailed to the Town Clerk’s Office at 7501 E. Civic Circle, Prescott Valley, Arizona, 86314. Each bid must be accompanied by a certified check, cashiers check or surety bond for 10% of the amount of the bid as a guarantee that the successful bidder will enter into a contract to perform the work in accordance with plans and specifications related to each project. The surety bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the director of the department of insurance pursuant to Title 20, Chapter 2, Article 1, Arizona Revised Statutes. The surety bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. §7-101 are satisfied. The certified check, cashiers check or surety bond shall be returned to the contractors whose proposals are not accepted, and to the successful contractor upon the execution of satisfactory bond(s) and contract.

At the above time and date, all apparent responsive bids shall be opened and read aloud. Pursuant to A.R.S. §34-222, the person or firm awarded the contract for Streets and Parks Concrete must furnish to the Town a performance bond and a payment bond, each bond being in equal amount to the full contract amount. The form of the bonds shall be that of the examples attached to the Bid documents.

The Town of Prescott Valley reserves the right to accept or reject any or all bids or to withhold the award for any reason it determines. For further information, contact Ken Stanton, Public Works Operations Manager, at (928) 759-3089.

Published in the Daily Courier 2-days (at least six days apart but not more than ten days apart)

Sunday – April 15, 2012

Sunday – April 22, 2012

**BID
PROPOSAL**

Date: 4-30-12

Town of Prescott Valley
Prescott Valley, Arizona

Gentlemen:

In compliance with your call for bids and all conditions of the Contract Documents, the undersigned, NEW WATERS CONSTRUCTION, a corporation organized under the laws of the State of ARIZ., a partnership consisting of _____, or an individual trading as _____, hereby propose(s) and agree(s) to furnish any and all plant, materials, labor, construction equipment services, and transportation required for performing all work for the **ANNUAL STREET AND PARK CONCRETE CONTRACT** and to construct the same in a good, workmanlike and substantial manner and to the satisfaction of the Town, through its Engineers and under the direction and supervision of its Engineers (or their properly authorized Agents), and strictly pursuant to and in conformity with the Specifications and Plans prepared by the Engineers for the Town or their properly authorized Agents, at the following unit price rates.

BID SCHEDULE

Project: ANNUAL STREET AND PARK CONCRETE CONTRACT

Bidder: HEADWATERS CONSTRUCTION

Pay Item No.	Quantity	Unit	Description	Cost per Unit	Amount Bid
1	300	linear foot	<u>Saw-cut</u> existing concrete prior to removal.	2 ⁰⁰ / ₁₀₀	600 ⁰⁰ / ₁₀₀
2	2000	square foot	<u>Remove</u> 4" or 6" thick concrete sidewalks, driveways or pads.	2 ⁶⁰ / ₁₀₀	5200 ⁰⁰ / ₁₀₀
3	2000	square foot	<u>Shape and compact</u> sub-grade prior to placement of base.	0 ⁹⁰ / ₁₀₀	1800 ⁰⁰ / ₁₀₀
4	1500	square foot	<u>Place and compact</u> 4" thick ABC for concrete sidewalks, driveways or pads.	1 ¹⁵ / ₁₀₀	1725 ⁰⁰ / ₁₀₀
5	500	square foot	<u>Place and compact</u> 6" thick ABC for concrete sidewalks, driveways or pads.	1 ¹⁵ / ₁₀₀	575 ⁰⁰ / ₁₀₀
6	500	pound	<u>Place</u> reinforcement as required.	1 ⁴⁵ / ₁₀₀	725 ⁰⁰ / ₁₀₀
7	1000	square foot	<u>Place</u> 4" thick concrete sidewalks, driveways or pads.	4 ⁴⁵ / ₁₀₀	4450 ⁰⁰ / ₁₀₀
8	500	square foot	<u>Place</u> 6" thick concrete sidewalks, driveways or pads.	6 ³⁰ / ₁₀₀	3150 ⁰⁰ / ₁₀₀
9	15	Cubic Yard	<u>Excavate, form and place</u> "Structural" concrete.	680 ⁰⁰ / ₁₀₀ ^{mk}	10200 ⁰⁰ / ₁₀₀
10	100	linear foot	<u>Remove</u> curb and gutter	6 ⁸⁵ / ₁₀₀	685 ⁰⁰ / ₁₀₀
11	100	linear foot	<u>Place</u> curb and gutter.	25 ¹⁵ / ₁₀₀	2515 ⁰⁰ / ₁₀₀
12	5	each	<u>Remove, adjust and install</u> manhole collar (YAG 4-05*).	600 ⁰⁰ / ₁₀₀	3000 ⁰⁰ / ₁₀₀
				(+)	BASE BID
					34,625 ⁰⁰ / ₁₀₀

(+) Includes all applicable taxes and license fees
 Bid notes are contained in the project specifications (last section of this document)

Town Use Only:

4-30-12

-- ACKNOWLEDGEMENT OF RECEIPT --

Town Clerk: Jane Catawagute

Witness: Kerry Anderson

Receipt of Addenda No.	Addenda Acknowledgement Date	Initials
0		mf

Dated this 30 Day of APRIL, 2012.

Name of Bidder: HEADWATERS CONSTRUCTION

Bidder's Address: Box 4077 CHINO VALLEY, AZ 86323

Bidder's License Type and Number: ROC 232671 B-04
232672 A

Bidder's Signature: Michael Sick

Type or Print Name: MICHAEL SICK

Phone/Fax/Email: 928-636-6976

FAX 928-636-5481
E-mail MSICK@COMMSPEED.NET

Project: ANNUAL STREET AND PARK CONCRETE CONTRACT FY12/13

BID SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Headwaters Construction, LLC, as Principal, (hereinafter called the Principal), and the Companion Property and Casualty Insurance Company, a corporation duly organized under the laws of the State of South Carolina and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety, (hereinafter called the Surety), are held and firmly bound unto the Public Works Department of Town of Prescott Valley as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the Public Works Department of Town of Prescott Valley for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S.

****Ten Percent (10%) of Amount Bid not to Exceed Six Thousand and 00/100 (\$6,000.00) Dollars****

WHEREAS, the said Principal is herewith submitting its bid proposal for Annual Street and Park Concrete Project

NOW, THEREFORE, if the Public Works Department of Town of Prescott Valley accepts the proposal of the Principal and the Principal enters into a contract with the Public Works Department of Town of Prescott Valley in accordance with the terms of the proposal and gives the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Public Works Department of Town of Prescott Valley the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect, provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the-section to the extent as if it were copied at length herein.

Signed and sealed this 30th day of April, A.D., 20 12

Headwaters Construction, LLC
Principal

Michael Dickson
Title

Witness:

Christopher C. Carothers

Companion Property and Casualty Insurance Company
Surety

[Signature]
Stefan E. Tauger - Attorney-in-Fact Title

Witness:

[Signature]

COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

P.O. Box 100165 (29202)
51 Clemson Road
Columbia, SC 29229

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY had made, Constituted and appointed, and by these presents does make, Constitute and appoint Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; Martha G. Ross of Charlotte, North Carolina; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Parma, Ohio; Cheryl L. Torrao of Lutz, Florida; Melanie J. Stokes of Atlanta, Georgia; Garry W. Black of Murfreesboro, Tennessee; David R. Brett of Columbia, South Carolina; Scott E. Stolzner of Birmingham, Alabama; Diane L. McLain of Fitchburg, Wisconsin; Julie Kliner of Birmingham, Alabama; Brian A. O'Neal of Parker, Colorado; Jason S. Centrella of Jacksonville, Florida; Kelley E.M. Nys of Decatur, Georgia; Michael K. Thompson of Atlanta, GA; or Brian Clark of Charlotte, North Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of **\$1,000,000 (One Million Dollars)** including but not limited to consents of surety for the release of retained percentages and / or final estimates on construction contracts or similar authority requested by the Department of Transportation, **State of Florida** and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be binding upon the Company as if they had been duly signed by the president and attested by any officer of the company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY on the 24th day of December, 2003.

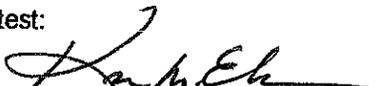
RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY bonds, undertakings and all contracts of suretyship; and that any Officer, Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Assistant Vice President this _____

6th day of JANUARY, 2012

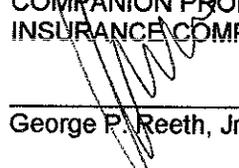
Attest:



Kevin M. Elmore, Assistant Vice President

COMPANION PROPERTY AND CASUALTY
INSURANCE COMPANY

By:


_____ George P. Reeth, Jr. President

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

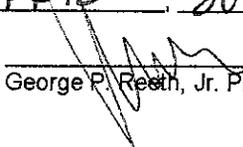
On this 6th day of JANUARY, 2012, before me personally came George P. Reeth, Jr., to me known, who being by me duly sworn, did depose and say that he resides in Columbia, in the County of Richland, State of SC, at Columbia; that he is the President of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

William R. Merton, Jr. Notary Public, State of SC, Qualified in Richland County Commission Expires 01-25-2015

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

I, the undersigned, an Officer of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, a South Carolina Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force, and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Columbia, Dated the 30th day of APRIL, 2012


_____ George P. Reeth, Jr. President

CONTRACT

THIS AGREEMENT, made and entered into this 14th day of June, 2012, by and between Headwaters Construction, LLC, (hereinafter the "CONTRACTOR"), and the Town of Prescott Valley, a municipal corporation of Arizona (hereinafter the "TOWN").

The TOWN engages the CONTRACTOR to construct the project known and described **ANNUAL STREETS AND PARK CONCRETE CONTRACT**.

WITNESSETH:

WHEREAS, the CONTRACTOR, for and in consideration of the sum to be paid to the CONTRACTOR by the TOWN, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for the CONTRACTOR, the CONTRACTOR's heirs, executors, administrators, successors, and assigned as follows:

ARTICLE 1. SCOPE OF WORK

The CONTRACTOR shall furnish any and all labor, materials (other than those listed as supplied by the TOWN), equipment, transportation, utilities, services and facilities required to perform all work for the construction related to the PROJECT, to completely and totally construct the same and install the material therein for the TOWN, in a good and workmanlike and substantial manner and to the satisfaction of the TOWN through its Engineers and under the direction and supervision of the Engineer, or the Engineer's properly authorized agents, and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Engineers for the TOWN, and with such modifications of the same and other documents that may be made by the TOWN through the Engineer or the Engineer's properly authorized agents, as provided herein.

ARTICLE 2. CONTRACT DOCUMENTS

The Call for Bids, Bid Packet, Plans, Specifications, Special Provisions, Addenda (if any), Bid Proposal and Schedule (as accepted by the TOWN), this Contract, and any Performance Bonds, Payment Bonds, Certificates of Insurance, and Change Orders are by this reference the Contract Documents and are made a part of the Contract to the same extent as if set forth herein in full.

Contract is not valid until (a) contract documents are executed, (b) bonds are posted, (c) the notice to proceed has actually been delivered to the CONTRACTOR.

ARTICLE 3. TIME OF COMPLETION

The CONTRACTOR covenants and agrees at the CONTRACTOR's own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by the Contract, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Bid Proposal.

ARTICLE 4. PAYMENTS TO CONTRACTOR

For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, and in accordance with the directions of the TOWN, through its Engineer and to its satisfaction, the TOWN agrees to pay the CONTRACTOR the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid price in the Bid Proposal and to make such payment in accordance with applicable Arizona Revised Statutes, after final inspection and acceptance of the work.

The TOWN by mutual agreement may make progress payments on contracts of less than ninety 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 certified and approved estimate of the work performed during the preceding calendar month under such Contract may include payment for material and equipment, but to ensure the proper performance of such Contract, the TOWN shall retain ten per cent (10%) of the amount of each estimate until final completion and acceptance of all material, equipment and work covered by the Contract. An estimate of the work submitted shall be deemed approved and certified for payment after ten (10) days from the date of submission unless before that time the TOWN or TOWN's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the work that are not approved for payment under the Contract. The TOWN may withhold any 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 fourteen (14) days after the estimate of the work is certified and approved. The estimate of the work shall be deemed received by the TOWN on submission to any person designated by the TOWN for the submission, review or approval of the estimate of the work.

When the Contract is fifty per cent (50%) completed, one-half (1/2) of the amount retained, including any securities substituted as set forth below, shall be paid to the CONTRACTOR upon the CONTRACTOR's request, provided the CONTRACTOR is making satisfactory progress on the Contract and there is no specific cause or claim requiring a greater amount to be retained. After the Contract is fifty per cent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments made under the Contract may be retained, providing the CONTRACTOR is making satisfactory progress on the project, except that if at any time the TOWN determines satisfactory progress is not being made, ten per cent (10%) retention shall be reinstated for all progress payments made under the Contract subsequent to the determination.

Upon completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, except as qualified below, payment may be made in full, including retained percentages thereon, less authorized deductions. In preparing 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 Architect or Engineer.

Ten percent (10%) (or five percent (5%) the CONTRACTOR is making satisfactory progress) if of all estimates shall be retained by the TOWN as a guarantee for complete performance of the Contract, to be paid to the CONTRACTOR within sixty (60) days after completion or filing notice of completion of the Contract. Retention of payments by the TOWN longer than sixty (60) days after final completion and acceptance requires a specific written finding by the TOWN of the reasons justifying the delay in payment. The TOWN may not retain any moneys after sixty (60) days which are in excess of the amount necessary to pay the expenses the purchasing agency reasonably expects to incur in order to pay or discharge the expenses determined by the TOWN in the finding justifying the retention of moneys. In lieu of the retention provided in this section, the TOWN shall, at the option of the CONTRACTOR, accept as a substitute an assignment of time certificates of deposit of banks licensed by this State, securities of or guaranteed by the United States of America, securities of this State, securities of counties, municipalities and schools within this State, or shares of savings and loan institutions authorized to transact business in this State, in an amount equal to ten per cent (10%) (or five percent (5%) the CONTRACTOR is making satisfactory progress) of all estimates which shall be retained by the agent as a guarantee for complete performance of the Contract. In the event the TOWN accepts substitute security as described in this paragraph for the ten percent (10%) (or five percent (5%) the CONTRACTOR is making satisfactory progress) retention, the CONTRACTOR shall be entitled to receive all interest or income earned by such security as it accrues and all such security in lieu of retention shall be returned to the CONTRACTOR by the TOWN within sixty (60) days after final completion and acceptance of all material, equipment and work covered by the Contract if the CONTRACTOR

has furnished the TOWN satisfactory receipts for all labor and material billed and waivers of liens from any and all persons holding claims against the work. In no event shall the agent accept a time certificate of deposit of a bank or shares of a savings and loan institution in lieu of the retention specified unless accompanied by a signed and acknowledged waiver of the bank or savings and loan association of any right or power to set off against either the TOWN or the CONTRACTOR in relationship to the certificates or shares assigned.

In any instance where the TOWN has accepted substitute security as provided above, any Subcontractor undertaking to perform any part of such public work shall be entitled to provide substitute security to the CONTRACTOR upon terms and conditions similar to those described above, and such security shall be in lieu of any retention under the Subcontract.

ARTICLE 5. PAYMENTS TO SUBCONTRACTORS

The CONTRACTOR shall pay to his/her Subcontractors or material suppliers, and each Subcontractor shall pay to his/her Subcontractor or material supplier, within seven (7) 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 his/her Subcontractors, to the extent of each such Subcontractor's interest therein, except that no Contract for construction may materially alter the rights of any CONTRACTOR, Subcontractor or material supplier to receive prompt and timely payment as provided under ARS Section 34-221(E). Such payments to Subcontractors or material suppliers shall be based on payments received pursuant to that Section. Any diversion by the CONTRACTOR or Subcontractor or payments for work performed on a Contract, or failure to reasonably account for the application or use of such 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 that Section.

Nothing herein prevents the CONTRACTOR or Subcontractor, at the time of application and certification to the TOWN or CONTRACTOR, from withholding such 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 that does not exceed the actual percentage retained by the TOWN.

ARTICLE 6. INTEREST PAYMENTS

If any payment to the CONTRACTOR is delayed after the date due, interest shall be paid at the rate of one per cent (1%) per month or fraction of a month on such unpaid balance as may be due.

If any periodic or final payment to a Subcontractor is delayed by more than seven (7) days after receipt of the periodic or final payment by the CONTRACTOR or Subcontractor, the CONTRACTOR or Subcontractor shall pay the CONTRACTOR's Subcontractor or material supplier interest, beginning on the eighth (8th) day, at the rate of one per cent (1%) per month or a fraction of a month on such unpaid balance as may be due.

ARTICLE 7. DAMAGES UPON DELAY

Negotiations between the TOWN and the CONTRACTOR for the recovery of damages related to expenses incurred by the CONTRACTOR for a delay for which the TOWN is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the

parties to the Contract, are provided under this Contract. This Article shall not be construed to void any provision in the Contract which requires notice of delays, provides for arbitration or other procedure for settlement, or provides for liquidated damages.

ARTICLE 8. INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the TOWN, its agents, officers, officials and employees from and against all claims, damages, losses and expenses (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the CONTRACTOR, its agents, employees or any tier of CONTRACTOR's subcontractors in the performance of this Contract. CONTRACTOR's duty to defend, hold harmless and indemnify the TOWN, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by CONTRACTOR's acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the CONTRACTOR, any tier of CONTRACTOR's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the CONTRACTOR may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

ARTICLE 9. PRESCOTT VALLEY BUSINESS LICENSE

The CONTRACTOR and any Subcontractors may be required to acquire and maintain a Prescott Valley Business License for the duration of the PROJECT in accordance with TOWN Code Article 8-02, as determined by the TOWN Clerk.

ARTICLE 10. INSURANCE REQUIREMENTS

Without limiting any of their liabilities or obligations hereunder, the CONTRACTOR, at its own expense and prior to commencing with Work, shall secure and maintain the herein stipulated minimum insurance with companies duly licensed or otherwise authorized by the State of Arizona, possessing a current A.M. Best Company, Inc. rating of not less than A-, with policies and forms satisfactory to the TOWN.

A. General Clauses

Additional Insured: The insurance coverage, except Workers' Compensation, required by this contract, shall name the TOWN, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance coverage carried by the TOWN or its employees shall be excess coverage, and not contributory coverage to that provided by the CONTRACTOR.

Coverage Term: All insurance required herein shall be maintained in full force and effect until Work required to be performed under the terms of the Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the TOWN. In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two(2) years past completion and acceptance of the CONTRACTOR's work or services, as evidenced by annual Certificates of Insurance.

Primary Coverage: The CONTRACTOR's insurance shall be primary insurance as respects TOWN and any insurance maintained by TOWN shall be excess of the CONSULTANT's insurance and shall not contribute to it.

Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the TOWN.

Waiver: The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the TOWN, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CONTRACTOR's work or service.

Deductible/Retention: The policies may provide coverage which contains deductibles or self insured retentions. Such deductibles and/or self insured retentions shall not be applicable with respect to the coverage provided to the TOWN under such policies. The CONTRACTOR shall be solely responsible for deductible and/or self insured retentions and the TOWN, at its option, may require the CONTRACTOR to secure the payment of such deductible or self insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

Certificates of Insurance: Prior to commencing with work under this Contract, CONTRACTOR shall furnish TOWN with Certificates of Insurance as required by the Contract, issued by CONTRACTOR's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract by date, project name, and CIP number and shall provide for not less than thirty (30) days per certificate, advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Town of Prescott Valley
PUBLIC WORKS OPERATIONS MANAGER
7501 E. Civic Circle
Prescott Valley, AZ 86314

If a policy expires during the life of the contract, a renewal certificate must be sent to the TOWN fifteen (15) days prior to the expiration date.

The TOWN shall not be obligated, to review or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of, the TOWN's right to insist on strict fulfillment of CONTRACTOR's obligations under this Contract.

Cancellation and Expiration: Insurance required herein shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the TOWN.

The CONTRACTOR hereby agrees to indemnify and save harmless the TOWN and any jurisdiction or agency issuing permits for any work included in the project, their officers, employees, agents and representatives from all suits, actions, losses, damages, expenses, costs or claims of any character or any nature brought on account of any injuries or damages sustained by any person(s) or property arising out of the work done in fulfillment of the construction or the improvement under the terms of these Contract Documents, or on account of any act or omission by the CONTRACTOR or his/her agents, or from any claims or amounts arising or recovered under Worker's Compensation laws, or any other law, by-law, ordinance, order or decree.

B. WORKERS' COMPENSATION

CONTRACTOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR's employees engaged in the performance of the Work, and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any of the Work is subcontracted, the CONTRACTOR will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the CONTRACTOR.

C. AUTOMOBILE LIABILITY

CONTRACTOR shall carry Commercial/ Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence and a \$2,000,000 aggregate including bodily injury and property damage with respect to any of the CONTRACTOR's owned, hired, and non-owned vehicles assigned to or used in performance of the Work. Coverage will be at least as broad as coverage Code 1, "any auto," (Insurance Service Office, Inc. policy form CA 0001 1/87, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

D. GENERAL LIABILITY

CONTRACTOR shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc.'s Policy Form CG 00021 1093 or any update thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG20100704, or any update thereof, and shall include coverage for CONTRACTOR's operations and products and completed operations.

If required by this Contract, the CONTRACTOR subletting any part of the work, services or operations awarded to the CONTRACTOR shall purchase and maintain, at all times during prosecution of the work, services or operations under this contract, an TOWN's and CONTRACTOR's Protective Liability insurance policy for bodily and property damage, including death, which may arise in the prosecution of the Work or CONTRACTOR's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the CONTRACTOR's Commercial General Liability insurance.

E. BUILDERS' RISK (PROPERTY) INSURANCE

The CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the TOWN has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the TOWN, the CONTRACTOR, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the TOWN. For new construction

projects, the CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full amount of the Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and/or Engineer's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builders' Risk insurance must provide coverage from the time any covered property becomes CONTRACTOR's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. The Builders' Risk insurance shall be primary and not contributory.

If the Contract requires testing of equipment or other similar operations, at the option of the TOWN, the CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery policy.

Required coverage's may be modified by an amendment to the Contract Documents.

ARTICLE 11. COMPLIANCE WITH FEDERAL AND STATE LAWS

A. CERTAIN FEDERAL LAWS

The CONTRACTOR understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The CONTRACTOR must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

B. STATE AND FEDERAL IMMIGRATION LAWS

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

A breach of the CONTRACTOR Immigration Warranty shall constitute a material breach of this Contract and shall subject the CONTRACTOR to penalties up to and including termination of this Contract at the sole discretion of the TOWN.

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

The TOWN may, at its sole discretion, conduct random verification of the employment records of the CONTRACTOR and any subcontractors to ensure compliance with CONTRACTOR's

Immigration Warranty. CONTRACTOR agrees to assist the TOWN in regard to any random verifications performed.

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

The provisions of this Article must be included in any contract the CONTRACTOR enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a CONTRACTOR or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

The CONTRACTOR Agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be on the basis of the indicated amount(s), as bid in the Bid Proposal.

TOWN:
Town of Prescott Valley, Arizona

CONTRACTOR:
Headwaters Construction, LLC

Harvey C. Skoog, Mayor

BY: Signature

ATTEST: Town of Prescott Valley

Print Name & Title

BY: _____
Diane Russell, Town Clerk
(CORPORATE SEAL)

APPROVED AS TO FORM:

BY: _____
Ivan Legler, Town Attorney

**STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the City of _____, (hereinafter called the Surety) as Surety, are held firmly bound unto the _____ of _____ (hereinafter called the Obligee) in the amount of _____, (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the _____ day of _____, 20____, to construct the **ANNUAL STREETS AND PARK CONCRETE**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20____.

PRINCIPAL (SEAL)

BY: _____

AGENCY OF RECORD

SURETY

AGENCY ADDRESS

BY _____

**STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal) as Principal, and _____, a corporation organized and existing under the laws of the State of _____ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the City of _____, (hereinafter called the Surety) as Surety, are held and firmly bound unto the _____ of _____ (hereinafter called the Obligee) in the amount of _____ (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the ____ day of _____, 20____, to construct the **ANNUAL STREETS AND PARK CONCRETE** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, and Article 2, Arizona Revised Statutes, to the same extent as if they were copied in length in this Agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this ____ day of _____, 20____.

PRINCIPAL (SEAL)

AGENCY OF RECORD

BY: _____

SURETY

AGENCY ADDRESS

BY: _____

PROJECT SPECIFICATIONS

Revised 4/4/12

The Town of Prescott Valley is seeking sealed bids for construction of the **ANNUAL STREET AND PARK CONCRETE CONTRACT** that meet or exceed the following minimum requirements:

General Requirements:

Uniform Standard Specifications and Details: The Town of Prescott Valley has adopted the “Uniform Standard Specifications for Public Works Construction” and the “Uniform Standard Details for Public Works Construction” as sponsored and distributed by the Maricopa Association of Governments, Arizona and as supplemented by Central Yavapai County Government Unified Construction Standards. By this reference, these standards are incorporated into these Project Specifications.

Building Permit: A Town building permit will not be required.

Award of Purchase: Bids will be evaluated and awarded based on the total base bid plus or minus any bid alternates, (if any), selected by the Town Council. The successful bidder will be selected by the Mayor and Council at the regularly scheduled Town Council meeting following the bid opening date.

Time of Completion and Liquidated Damages: Work shall be completed within 30 calendar days from receipt of the work order. Failure to complete on time shall subject the successful bidder to liquidated damages as specified in Section 108.9 “Failure to Complete on Time” of the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction.

Form of Bid: All bids must be submitted on the Bid Proposal form attached hereto, and must be sealed and marked “**ATTN: TOWN CLERK, ANNUAL STREET AND PARK CONCRETE CONTRACT**”, and received at the Office of the Town Clerk prior to the stated bid time. The Town reserves the right to accept or reject any or all bids.

Bid Sheet: The quantities listed are approximate and will be field verified for pay items. They may be increased, decreased or deleted at the discretion of the Town. The unit bid prices shall be considered as full compensation, therefore they must include all state and local taxes and license taxes required to do the work.

General Information:

- The Town of Prescott Valley is seeking bids for general concrete work at various sites throughout the Town. The successful bidder will be compensated per work order at the extension of the unit prices bid with a minimum compensation per work order of \$1,000. Work to be scheduled by Town staff on an ‘as needed’ basis throughout the contract period.
- Contractor will be required to provide a quote for scheduled work within 3 working days of notification and schedule for work completion within a 3 week period.
- The term of this contract is for Fiscal Year 12-13 (7/1/12 to 6/30/13).
- Multiple invoicing per work plan may be required.

General Work Notes:

- 1) For bid items requiring new sub-grade, the contractor shall extend the well compacted base at least one foot from the edge of the concrete. Backing will be installed to within ½” of the finished surface and will be ABC (except where the edge abuts existing landscaping, match with like materials). Backing is considered incidental to the work and no additional compensation will be made.
- 2) All concrete shall be 3,000 psi concrete. Contractor shall be responsible for repair of any concrete graffiti for the first 24 hours.

- 3) Placement of the concrete must be timely with removal and prep operations. Time is of the essence under this contract.
- 4) A traffic control plan will be required per part VI of the Manual on Uniform Traffic Control Devices (MUTCD). All traffic control for projects will be included in the unit bid prices, no additional compensation will be allowed.

Bid Item Notes:

Bid Items 1, 2, 3 and 10: These items are typical preparation items for both new work and repair of existing concrete. Removal is typically from joint to joint. Disposal of the rubble and any excess dirt is the responsibility of the contractor. See notes on item 11 for double compensation for curb and gutter work.

Bid Items 4 and 5: These items are for projects requiring new or replacement base under the concrete. Backing will be installed to within ½" of the finished surface and will be ABC (except where the edge abuts existing landscaping; match with like materials). Backing is considered incidental to the work and no additional compensation will be made.

Bid Item 6: On projects requiring reinforcement, the contractor will be compensated on a per pound basis. Typical weights: #3: 0.4lb/ft; #4: 0.7lb/ft; #5: 1.0 lb/ft; #6: 1.5lb/ft; #8: 2.7lb/ft.

Bid Item 7 and 8: Place sidewalk and residential driveways per YAG 230*. Commercial driveways or pads are typically 6" of concrete on 6" of ABC.

Bid Item 9: Typical "structural" projects are culvert headwalls or small foundations. The unit price is to include all work required to complete the project, including backing and cleanup, except reinforcement will be compensated per item 6.

Bid Item 11: This item may be used for any type curb. Base work and saw cutting of curb and gutter will be compensated at two times the applicable unit prices shown in items 1, 3 and 5.

Bid Item 12: Remove, adjust to grade and install manhole collar (YAG 4-05*). Manhole may be 24" or 30" or a clean out. Grade rings will be provided by the Town if required.