



2015 Prescott 4th of July Attractions

Project Specifications and Contract Documents

DESCRIPTION: This project generally consists of the supply, delivery and Operation of the entertainment activities for the 2015 Prescott 4th of July Entertainment and Attractions

SPONSOR: CITY OF PRESCOTT, ARIZONA

PROJECT NUMBER: 15-1003412-90024

BID OPENING: April 30, 2015 2:00 PM
Prescott City Council Chambers
201 S. Cortez Street, Prescott, Arizona 86303

PREPARED BY: Public Works Department

April 2015

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SPECIAL NOTICE

BIDS WILL BE RETURNED UNOPENED IF NOT SUBMITTED PROPERLY SEALED AND PRIOR TO THE TIME SET FORTH IN THE NOTICE INVITING BIDS. ADDENDA SHALL BE ATTACHED INSIDE THE FRONT COVER OF THIS BOOKLET.

BIDS SHALL BE ENCLOSED IN SEALED ENVELOPES, ADDRESSED TO THE CITY OF PRESCOTT AND MARKED ON THE OUTSIDE LOWER RIGHT-HAND CORNER INDICATING:

1. The Bidder's name;
2. The Project Title;
3. The Time and Date bids are to be received;
4. Acknowledgment of Addenda received, if any.

NOTICE INVITING BIDS

PROJECT: 2015 Prescott 4th of July Attractions

BID OPENING: April 30, 2015, 2:00 PM

MANDATORY PRE-BID MEETING: Monday, April 27, 2015, at 11:00 AM, City of Prescott Conference Call.

Sealed bids will be received at the Office of the City Clerk, addressed to the attention of the City Clerk, City of Prescott, 201 S. Cortez Street, Prescott, AZ 86303, before 2:00 pm on Thursday, April 30, 2015 for furnishing all plant, materials, and labor and performing work for construction of the 2015 Prescott 4th of July Attractions.

The outside of the bid envelope shall indicate the name and address of the bidder, and shall be marked: "Bid: 2015 Prescott 4th of Attractions." All bids will be opened and read aloud at 2:00 pm on Thursday, April 30, 2015, in the Office of the City Clerk.

Any bid received at or after 2:00 pm on the above stated date will be returned unopened. The City of Prescott reserves the right to accept or reject any or all bids, and/or some or all of the alternates bid, and waive any informality deemed in the best interest of the City and to reject the bids of any persons who have been delinquent or unfaithful to any contract with the City of Prescott.

Copies of the Notice Inviting Bids, plans and contract documents, specifications, and necessary information are available for public inspection on the City of Prescott Website at www.prescott-az.gov.



Erika Laster, Contract Specialist

PUBLISHED: 2TC April 19 & 26, 2015

INFORMATION FOR BIDDERS

MANDATORY PRE-BID MEETING: Monday, April 27, 2015, at 11:00 AM, City of Prescott Conference Call. -712-775-7031 Meeting ID #151-756-303

BIDDING REQUIREMENTS AND CONDITIONS.: Bids shall be delivered to the office of the City Clerk, City of Prescott, Arizona, before the day and hour set for the submittal of bids in the Notice Inviting Bids as published. Bids shall be enclosed in a sealed envelope bearing the title of the work and the name of the bidder. It is the SOLE responsibility of the bidder to see that his bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

CONFIRMATION OF BID. At any time after the opening of the bids the Special Events Manager may require any bidder on the project to confirm such bid in writing prior to contract award. The following certification language shall be submitted by separate letter on company letterhead when requested by the Special Events Manager:

I, the undersigned hereby certify the prices bid for the **2015 Prescott 4th of July Attractions**

have been reviewed and I hereby confirm work can be completed in accordance with the requirements of the contract documents, plans and specifications in the total bid amount of \$ _____ as stated in the Bidding Schedule.

EXPERIENCE AND QUALIFICATIONS. When requested by the City, the Bidder shall supply a list of all public projects begun within the previous three (3) years prior to contract award. The project list shall contain all public projects entered into by the Bidder and shall include the project name and location, original and final contract amounts, project status and a contact name and information. The Bidder shall provide a description and explanation for any projects that were not completed successfully. Failure to provide complete and factual information may be grounds for rejection of the bid in accordance with City Procurement Code Section 1-27-1.18(K).

WITHDRAWAL OF BID. Any bidder may withdraw his bid, either personally, telegraphic, or by written request, at any time prior to the scheduled closing time for receipt of bids.

INTERPRETATION OF PLANS AND DOCUMENTS. If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the specifications, or other proposed Contract Documents, or finds discrepancies in or omissions from the specifications, he shall submit to the City of Prescott Special Events Manager a written request for an interpretation or correction thereof no later than five working days before bid or proposal opening. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made or delivered to each person receiving a set of such documents. Interested bidders may call or visit the office of the City of Prescott Special Events Manager with any questions up to 5:00 PM on the last Thursday prior to the bid opening date. The City of Prescott will no longer address or interpret any general questions or comments after 5:00 PM on the last Thursday prior to the bid opening date. Comments or questions received after the above referenced time will not be given consideration by the Department. Should any issue be determined significant to the project by the Special Events Manager, appropriate action will be taken. Voice: (928) 777-1349; TDD (928) 777-1100.

PRE-AWARD CONFERENCE. The City may require the apparent low bidder to attend a Pre-award conference in order to establish that the Contractor fully understands the scope, complexity and expectations of the project as described in the Contract Documents; to discuss issues, concerns, risk

areas and how to minimize them within the bounds of the contract; and to determine that the apparent low bidder is the most responsible and/or most qualified bidder in accordance with City Procurement Code Section 1-27-1.18(K).

The purpose of the Pre-award Conference is to ensure that all participants are apprised of their responsibilities and obligations regarding all applicable laws, rules, regulations and Ordinances contained in the contract documents prior to entering into a contract.

AWARD AND EXECUTION OF CONTRACT. The Contract will be awarded to the lowest qualified bidder complying with these instructions and with the Notice Inviting Bid. The City, however, reserves the right to accept or reject any or all bids if it deems it best for the public good, and to waive any informality in the bids received. The award, if made, will be within sixty (60) calendar days after the opening of bids.

ASSIGNMENT OF CONTRACT. No partial or full assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received there under by the Contractor, will be recognized by the City unless such assignment has had prior written approval of the City and the surety has been given due notice of such assignment in writing and has been given due notice of such assignment in writing and has consented thereto in writing.

PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER. The successful bidder may obtain additional Specifications for this project at no extra cost. If he desires more than the six (6) sets, he may purchase additional sets of Plans and Specifications from the Special Events Manager at the cost set forth in the Notice Inviting Bids.

NON-PERFORMANCE OF WORK TASKS BY THE CONTRACTOR. If the Contractor fails, neglects, or refuses to perform work tasks necessary for the completion of the total job; replace defective work; to repair or resurface, in a manner that is acceptable to the City and Engineer, public rights-of-way disturbed by his work which are a nuisance, hazard, impedes or endangers vehicular traffic and the public; the City may serve written notice upon the Contractor of its intention to have the work performed by others. Unless, within 3 calendar days after the service of such notice, the Contractor has made such arrangement & scheduled the accomplishment of said work tasks to the satisfaction of the City & Engineer, the City will proceed to have the work accomplished by others or by itself & deduct the costs thereof from amounts due to the Contractor.

INDEMNIFICATION OF CITY AGAINST LIABILITY. The Contractor shall defend, indemnify and hold harmless the City of Prescott, its departments, 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 the 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 Worker's Compensation Law or arising out of failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intentions of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts of Indemnatee, be indemnified by Contractor from and against any and all claims. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Prescott, its departments, officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City of Prescott.

DEFINITIONS.

- A. AWARD: The formal action of the governing body in accepting a proposal.
- B. CITY: City of Prescott
- C. CITY'S REPRESENTATIVE: The authorized representative of the City, which may be an individual or a firm, or his assistants assigned to the project work, the project site, or any part thereof during the performance of the work by the Contractor and until final acceptance.
- D. SPECIAL EVENTS MANAGER: The City of Prescott Special Events Manager or his designee, representative or assistants.
- E. NOTICE TO BIDDERS: Refers to the standard forms inviting proposals or bids.
- F. MATERIALLY UNBALANCED BID: A bid that generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the City.
- G. MATHEMATICALLY UNBALANCED BID: A bid containing lump sum or unit bid prices that do not reflect reasonably anticipated actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

BID SCHEDULE
2015 Prescott 4th of July Attractions

| ITEM | DESCRIPTION | QTY | UNIT | UNIT COST | TOTAL |
|------|--|-----|----------|-----------|-------|
| 1 | Jacobs Ladder | 1 | EA | | |
| 2 | Jurassic Adventure Playland | 1 | EA | | |
| 3 | 4 Station Bungee Trampoline | 2 | EA | | |
| 4 | Gyro Orbitron | 1 | EA | | |
| 5 | Kids Mechanical Bull | 1 | EA | | |
| 6 | Mechanical Bull | 1 | EA | | |
| 7 | Mechanical Shark Surf Board | 1 | EA | | |
| 8 | Pirates Revenge | 1 | EA | | |
| 9 | Rock Climbing Wall | 2 | EA | | |
| 10 | Spin Cycle | 2 | EA | | |
| 11 | Intermediate Swing Ride | 1 | EA | | |
| 12 | Trackless Train | 1 | EA | | |
| 13 | Zip Line | 2 | EA | | |
| 14 | Alien Pinball | 1 | EA | | |
| 15 | Animal Kingdom | 1 | EA | | |
| 16 | Kids Train Obstacle | 1 | EA | | |
| 17 | Little Builder Bounce | 1 | EA | | |
| 18 | Petting Zoo | 1 | EA | | |
| 19 | Ring of Fire | 1 | EA | | |
| 20 | Spinning Berry Ride | 1 | EA | | |
| 21 | Ferris Wheel | 1 | EA | | |
| 22 | Tidalwave Waterslide | 1 | EA | | |
| 23 | Windwinder | 1 | EA | | |
| 24 | Bumper Cars | 1 | EA | | |
| 25 | 19' Aqualoop Waterslide | 1 | EA | | |
| 26 | 24' Double Lane Waterslide | 1 | EA | | |
| 27 | 27' Tropical Waterslide w/Slip n' Slide | 1 | EA | | |
| 28 | Big Kahuna Water Slide | 1 | EA | | |
| 29 | Dropkick Waterslide | 1 | EA | | |
| 30 | Kids Paddle Boats | 1 | EA | | |
| 31 | Monster Truck Waterslide | 1 | EA | | |
| 32 | Rocking Rapids | 1 | EA | | |
| 33 | Shark Tank Waterslide | 1 | EA | | |
| 34 | Super Splash Waterslide | 1 | EA | | |
| 35 | Tiki Island Waterslide | 1 | EA | | |
| 36 | Base Jump | 1 | EA | | |
| 37 | Bungee Run | 1 | EA | | |
| 38 | Hamster Balls w/Track | 2 | EA | | |
| 39 | Alien Tooth Knock Down | 1 | EA | | |
| 40 | Anti Virus Dart | 1 | EA | | |
| 41 | Kiddie Hi Striker- 6ft Tall | 1 | EA | | |
| 42 | Leaping Lizards | 1 | EA | | |
| 43 | Mini Golf | 1 | EA | | |
| 44 | Monster Buzz | 1 | EA | | |
| 45 | Potty Toss | 1 | EA | | |
| 46 | Ring the Rhino | 1 | EA | | |
| 47 | Roller Bowler | 1 | EA | | |
| 48 | Carnival Booth (Green) | 10 | EA | | |
| 49 | Wax Hands | 1 | EA | | |
| 50 | Insurances | 1 | LS | | |
| 51 | Delivery Charg | 1 | LS | | |
| 52 | Prices shall include all required staffing | | INCLUDED | | |

Subtotal pg. 1 - \$ _____

Subtotal pg. 1- \$ _____

Applicable Tax
Rate _____ %

Total Bid \$ _____

Total Bid: In Words

_____ Dollars

Signature of Company Official

Title

Company Name

Phone Number

Address

Fax Number

City/State

Zip Code

INSTRUCTIONS FOR PREPARING PROPOSAL

Payment for all work performed under this Contract shall be based on the units as shown in the Bidding Schedule. Payment of the bid items as stated in the Contractor's proposal for the completed work, shall be compensation in full for the furnishing of all overhead, labor, materials, devices, equipment and appurtenances included in the work as are necessary to complete the total work under this Contract in a good, neat, and satisfactory manner as indicated on the Plans, as described in the Specifications, and as otherwise implied or required to fulfill the objective of the work. It is the intent of the contract that maximum payment shall not exceed the agreed unit price without duly authorized contract amendments. Each item, fixture, piece of equipment, work, etc., as indicated on the Plans, or specified anywhere in these Documents shall be completed with all necessary connections and appurtenances for the satisfactory use and operation of said item, and the total system or systems.

Any and all patents, license fees, insurance premiums, etc., for the right to use equipment or processes included in this Contract shall be included in the total bid price.

Cost of testing, and other incidental operations, profit and overhead cost, including the cost of supervision, temporary field offices, move-in, move-out, insurance, taxes, equipment not a permanent part of the job, and other incidental items, shall be included in the total bid price.

The "Total Amount of Bid" must be filled out by the bidder. In case of any discrepancy between the price in figures and price in written words, as written or corrected, the price in written words shall be presumed to be correct unless obviously in error, and shall be considered as the Contractor's correct and intended bid.

Bids shall not contain any recapitulations of the work to be done. Alternative proposals will not be considered unless called for. If anyone is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents, or finds discrepancies in or omissions from the Plans or Specifications, he must submit to the Special Events Manager a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery.

Any interpretation or correction of the Contract documents will be made only by an Addendum duly issued by the City and a copy of such Addendum will be mailed, faxed, or delivered to each person receiving a set of such Documents. The City will not be responsible for any other explanations or interpretations of the Documents.

If the Proposal is made by an individual, it shall be signed and his full name and address shall be given. If it is made by a partnership, it shall be signed with the partnership name and by a general partner of the firm who shall also sign his own name, and the name and address of each partner shall be given; and, if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers.

PROPOSAL

Place: _____

Date: _____

Proposal of _____
(Name)

Corporation organized and existing under the laws of the State of Arizona; a partnership consisting of _____ or an individual trading as _____

TO THE HONORABLE MAYOR AND COUNCIL
CITY OF PRESCOTT
PRESCOTT, ARIZONA

Ladies and Gentlemen:

The Undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for completion of the **2015 4th of July Attractions**, in strict conformity with the plans and specifications, at the total bid price of:

_____ Dollars
(\$ _____).

The Undersigned hereby declares that he has visited the site and has carefully examined the Contract Documents relating to the work covered by the above bid or bids.

The project shall be completed on July 4, 2015 as set forth in the NOTICE TO PROCEED.

The undersigned hereby declares, as bidder, that the only persons or parties interested in this PROPOSAL as principals are those named herein; that no elected official or employee of the City is in any manner interested directly or indirectly in this PROPOSAL or in the profits to be derived from the Contract proposed to be taken, other than as permitted by law; that this bid is made without any connection with any other person or persons making a separate bid for the same purpose; that the bid is in all respects fair and without collusion or fraud; that he has read the NOTICE INVITING BIDS and the INFORMATION FOR BIDDERS hereto attached, and as more fully described in the attached contract and specifications, and agrees to furnish the items and perform the work called for in accordance with the provisions of said form of Contract and the Specifications and to deliver the same within the time stipulated herein, and that he will accept in full payment therefore the total bid price named in this Proposal.

Bidder understands and agrees that the City reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Bidder acknowledges receipt of the following Addenda: _____

Respectfully submitted,

Bidder

Corporate Seal

By: _____

Title: _____

Bidders Address, Telephone and Fax Number:

Names and addresses of all members of the firm or names and titles of all officers of the corporation:

BIDDERS AFFIDAVIT

2015 Prescott 4th of July Attractions

State of _____)
County of _____) ss.

_____, being first duly sworn, deposes and says:

That he/she is _____ of _____
(Title) (Bidder)

who submits herewith to the City of Prescott, Arizona, a proposal:

That all statements of fact in such proposal are true;

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Prescott, Arizona, or of any bidder or anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his proposal price, or of that of anyone else;
4. Did not, directly or indirectly, submit his proposed price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except the City of Prescott, Arizona, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: _____

SUBSCRIBED AND SWORN to before me by _____ this

_____ day of _____, 2015.

Notary Public Commission Expires _____

INSURANCE REQUIREMENTS

INSURANCE

A. Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

NOTICE OF CANCELLATION: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

VERIFICATION OF COVERAGE:

A. Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project and warranty period as set forth in Paragraph 3 of the "Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties". Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Public Works Department, 433 N. Virginia Street, Prescott, AZ 86301. The City project/contract number and project description

shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

B. MAG Specifications, Sections 103.1 through 103.8, including: Unless otherwise specifically required by the Special Conditions, the minimum limits of public liability and property damage liability shall be as follows:

C. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form –

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate \$ 10,000,000
- Products – Completed Operations Aggregate \$ 3,000,000
- Personal and Advertising Injury \$ 1,000,000
- Each Occurrence \$ 5,000,000
- Fire Legal Liability (Damage to Rented Premises)(if applicable) \$ 1,000,000

The policy shall be endorsed to include the following additional insured language:

“The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard.”

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$ 1,000,000

The policy shall be endorsed to include the following additional insured language:

“The City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor.”

Worker’s Compensation and Employer’s Liability

| | |
|---------------------------|-------------|
| Workers’ Compensation | Statutory |
| Employer’s Liability | |
| Each Accident - | \$1,000,000 |
| Disease – each employee - | \$1,000,000 |
| Disease – policy limit - | \$1,000,000 |

Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Contractor.

Professional Liability (Errors and Omissions Liability) – *if applicable*

| | |
|------------------|--------------|
| Each Claim | \$ 1,000,000 |
| Annual Aggregate | \$ 2,000,000 |

1. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

2. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

D. Such policy shall not exclude coverage for the following:

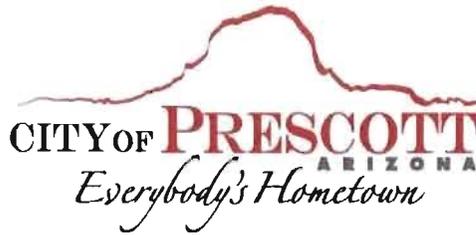
1. Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.
2. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.
3. Injury to or destruction of any property arising out of blasting or explosion.
4. Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in an amount of not less than \$1,000,000.00 for one person, and \$1,000,000.00 for more than one person, and property damage in the sum of \$1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.

E. The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in Contractor's name and also in the name of the City in an amount of at least ONE HUNDRED PERCENT (100%) of the Contract amount (if applicable).

F. The Contractor shall secure "all risk"-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than ONE HUNDRED PERCENT (100%) of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).

NOTICE TO PROCEED. The Contractor or subcontractor shall not work on any part of the project or incur any expenses or obligations until a Notice to Proceed has been issued by the City. The Notice to Proceed will be sent to the Contractor by first class mail or delivered to him in person.

ASSIGNMENT OF PAYMENTS. including assignment of contract clause included in the "Information for Bidders" in this set of specifications.



General Services Contract

2015 Prescott 4th of July Attractions

THIS AGREEMENT, made and entered into this _____ day of _____, by and between _____ of the City of _____, County of _____, State of _____, hereinafter designated "Contractor", and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated "City".

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: _____, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Contractors and under the direction and supervision of the Special Events Manager, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Contractors for the City, and with such written modifications of the same and other documents that may be made by the City through the Special Events Manager or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Notice Inviting Bids, Plans, Standards Specifications and Details, Special Conditions, Addenda, if any, and Proposal as accepted by the Mayor and Council per Council Minutes of _____, Performance Bond, Payment Bond, Bid Bond, Certificate of Insurance and Contract Amendments, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The initial term of the contract shall be for a period of one event (2015). The contract may be extended for additional three periods up to a total of four events, with the mutual consent of the City of Prescott and Contractor.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of _____ dollars and no cents (\$ 000.00) plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Specifications and Contract Documents. Retention shall be in accordance with Arizona Revised Statutes Section 34-221.

ARTICLE V - CONFLICT OF INTEREST: Pursuant to ARS Section 38-511, the City of Prescott may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City of Prescott is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City of Prescott from any other party to the contract, arising as a result of this contract.

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor, and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

- G. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- H. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, 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 employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that 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 therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- I. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- J. INSURANCE: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary

Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division. .

Verification of Coverage: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Special Events Manager at 201 S. Cortez St, Prescott, AZ 86301. The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

Insurance Requirements - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability coverage.

- General Aggregate \$ 10,000,000
- Products – Completed Operations Aggregate \$ 1,000,000
- Personal and Advertising Injury \$ 1,000,000
- Each Occurrence \$ 5,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 1,000,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor".

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

Worker's Compensation and Employer's Liability:

| | |
|---------------------------|-------------|
| Workers' Compensation | Statutory |
| Employer's Liability | |
| Each Accident - | \$1,000,000 |
| Disease – each employee - | \$1,000,000 |
| Disease – policy limit - | \$1,000,000 |

Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Contractor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the Contractor shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

K. Contractor Immigration Warranty

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 following is only applicable to construction contracts: 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".

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City 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 City.

The City 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 City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification 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 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.

L. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.

M. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

ATTEST:

Witness, if Contractor is an Individual

Contractor

By: _____

Title: _____

City of Prescott, a municipal corporation

Marlin D. Kuykendall, Mayor

Attest:

Approved as to Form:

Dana R. DeLong, City Clerk

Jon M. Paladini, City Attorney