



**City of Prescott
Biosolids Hauling & Disposal Services**

**REQUEST FOR PROPOSALS
RFP No. 2017-171**

Specifications

and

Contract Documents

Proposals DUE: Thursday, December 1, 2016 before 2:00 pm

This Solicitation and any issued addenda are available on the City of Prescott Website at
<http://www.cityofprescott.net/business/bids/>

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NOTICE INVITING BIDS

PROJECT: BIOSOLIDS HAULING & DISPOSAL SERVICES

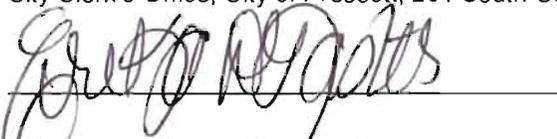
DESCRIPTION: This project consists of the Hauling and Disposal of Wastewater Biosolids from the City of Prescott Wastewater Treatment Facilities to approved landfill(s).

BID OPENING: Thursday, December 1, 2016 at 2:00 pm

MANDATORY PRE-BID MEETING: Wednesday, November 16, 2016 at 10:00 am, City of Prescott Airport Water Reclamation Facility, 2800 Melville Road, Prescott.

BID SECURITY REQUIRED: Certified check, cashier's check or bid bond in the amount of ten thousand dollars and no cents (\$10,000.00).

Sealed bids will be received at the office of the City Clerk, City of Prescott, 201 South Cortez Street, Prescott, AZ, 86301, until 2:00 pm, Thursday, December 1, 2016 for providing Biosolids Hauling & Disposal Services. Any bid received after 2:00 pm on the above stated date and time 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. The bid documents are available at the office of the Public Works Director, City of Prescott, 433 N. Virginia Street, Prescott, AZ, 86301, (928) 777-1130 and on the City's website: <http://www.prescott-az.gov/business/bids>. Those interested in having individual sets of the Contract Documents may obtain them from the City's website. The outside of the bid envelope shall be marked: "Biosolids Hauling & Disposal Services" and shall indicate the Company name and address of the bidder, the closing date and time, and shall be addressed to the Public Works Director, C/O City Clerk's Office, City of Prescott, 201 South Cortez Street, Prescott, AZ, 86301.



Erika Laster, Contract Specialist

PUBLISHED: TC October 30 & November 6, 2016

SCHEDULE OF EVENTS

Solicitation Advertisement

Sunday, October 30 and Sunday, November 6, 2016

Solicitation Release

Monday, October 31, 2016

Mandatory Pre-Bid Meeting*

Wednesday, November 16, 2016 at 10:00 am
Airport Water Reclamation Facility
2800 Melville Road
Prescott, AZ 86301

*Proposers must participate in the walk-through inspection of the site(s) conducted by City personnel and familiarize themselves with any conditions which may affect performance and bid prices. Walk-through inspection tour will begin immediately following the pre-bid meeting.

Any proposals submitted by a proposer who did not attend the mandatory pre-bid meeting will be considered as non-responsive and will be rejected. A sign-in sheet will be routed at the mandatory pre-bid meeting to document attendance.

Final Date for Questions

Questions will not be accepted after 5:00 pm on Monday, November 21, 2016

Addendum

Addendum, if any, will be issued by 5:00 pm Wednesday, November 23, 2016

Bid Due

Thursday, December 1, 2016 before 2:00 pm (local time)
City of Prescott
City Clerk's Office
201 South Cortez Street
Prescott, Arizona 86303

Bid Opening

Thursday, December 1, 2016 at 2:00 pm (local time)
City of Prescott
Council Chambers
201 South Cortez Street
Prescott, AZ 86303

NOTICE TO BIDDERS

1.0 GENERAL CONDITIONS

Bidders are required to submit their bids upon the following express conditions:

- 1.0.1 Bidders shall thoroughly examine all contract documents.
- 1.0.2 Bidders shall make all investigations necessary to thoroughly inform themselves regarding the existing biosolids operations of the City of Prescott and disposal options as required by the bid conditions. Failure of the bidder to fully investigate and be aware of existing conditions shall not be accepted as a basis for failure to completely fulfill the requirements of this contract and shall not be accepted as a basis for variance of compensation to the vendor by the City.
- 1.0.3 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Code, City Ordinance, and State and Federal laws, rules and regulations.

1.1 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- 1.1.1 All information required by the bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- 1.1.2 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- 1.1.3 The contractor shall identify the transportation route(s) proposed for each disposal site. A route map, including haul distance (in miles) shall be included in the bid package. Failure to include the route map and haul distance can result in a disqualification of the bid at the City's discretion.
- 1.1.4 Bidder shall prepare their bid in accordance with present day industry standards and regulations. As determined by the City, should major changes in industry standards or regulations occur that would affect the unit bid price, the Contractor would have the right to request a renegotiation in its unit bid price.

1.2 SUBMISSION OF BIDS

- 1.2.1 The outside of the bid envelope shall be marked: "Biosolids Hauling & Disposal Services" and shall indicate the Company name and address of the bidder, the closing date and time, and shall be addressed to the Public Works Director, C/O City Clerk's Office, City of Prescott, 201 South Cortez Street, Prescott, AZ, 86303. Bids and changes thereto shall be enclosed in a sealed envelope addressed to the Public Works Director, 433 N. Virginia Street, Prescott, Arizona 86301.
- 1.2.2 Bids must be submitted on the forms furnished.

1.3 REJECTION OF BIDS

- 1.3.1 The City Council may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid, or
 - 2. The bid does not strictly conform to the law or the requirements of the bid.

1.3.2 No bid submitted herein shall be considered if the bidder owes any delinquent taxes or fees to the City of Prescott at the time bids are opened. In the event that the successful bidder herein subsequently becomes delinquent in the payment of City taxes or fees, such fact shall constitute grounds for cancellation of contract.

1.3.3 The City Council may, however, reject all bids whenever it is deemed in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid, and entertain bid alternates.

1.4 WITHDRAWAL OR MODIFICATION OF BIDS

Bids may not be withdrawn or modified after the time set for the bid opening.

1.5 LATE BIDS

Bids and modifications or withdrawals received after the time set for the bid opening will not be considered.

1.6 AWARD OF CONTRACT

Contract will be awarded to the "lowest responsive, responsible bidder(s)" whose bid, conforming to the Request for Proposals, is most advantageous to the City, price and other factors considered. The responsibility for the determination of "lowest responsive, responsible bidder(s)" will be that of the City of Prescott.

1.7 SPECIAL NOTICE TO BIDDERS

The bidder should be aware of the City's intent to issue the Notice to Proceed effective ten (10) days after issuance of Notice of Award, subject to confirmation of the exact official starting date, as set forth in the Notice to Proceed. A start date in January of 2017 is anticipated. Changes to the included contract/language will not be considered.

Specifications, bid form and other contract documents necessary for bidding may be obtained on the City's Website at <http://www.cityofprescott.net/business/bids/>.

A bid from any Contractor in default with the City on any previous contract, or presently in default on a contract with any other governmental organization within the United States, will not be considered.

A bid will not be considered unless accompanied by a certified check, cashiers check or bid bond in the amount of not less than TEN THOUSAND DOLLARS (\$10,000.00).

The City of Prescott reserves the right to award bid alternates to more than one contractor at the City's discretion.

GENERAL PROVISIONS

2.0 SCOPE OF WORK

2.0.1 INTRODUCTION

The Sundog Wastewater Treatment Plant, located at 1500 Sundog Road, Prescott, AZ, generates roughly 3,700 tons of wastewater biosolids per year. Biosolids from the Sundog WWTP shall be hauled and disposed of in the Gray Wolf Regional Landfill in Dewey, AZ and/or to the Southwest Regional Landfill in Buckeye, AZ.

The Airport Water Reclamation Facility, located at 2800 Melville Road, Prescott, AZ, generates roughly 1,500 tons of wastewater biosolids per year. Biosolids from the Airport WRF shall be hauled and disposed of in the Gray Wolf Regional Landfill and/or the Southwest Regional Landfill.

Additionally, the City plans to close the biosolids generation facility at the Sundog WWTP within the fourth quarter of 2017. When this occurs, the City will pump all of the biosolids from the Sundog WWTP to the Airport WRF for generation, though it is unknown if the overall combined quantities generated at the Airport WRF will be increased or reduced. Whatever the case may be, all of the wastewater biosolids generated at the Airport WRF shall be hauled and disposed of in the Gray Wolf Regional Landfill or the Southwest Regional Landfill.

2.0.2 SERVICES

The Contractor shall, except as may be otherwise provided herein, furnish all labor, materials, supplies, equipment, maintenance, and supervision necessary, useful, or required to perform the services. The contractor's hauling obligation shall be the hauling of biosolids from the Sundog WWTP and Airport WRF to approved landfills, where it shall be unloaded as soon as possible. The City expects biosolids containers will be hauled within twenty-four (24) hours of being loaded. In addition to the Contractor's primary hauling obligation, the Contractor may also be obligated to provide additional hauling services from the wastewater facilities to an approved landfill as requested by the City.

2.0.3 HISTORICAL DATA

Monthly historical hauled tonnages from Sundog WWTP (Land Application) & Airport WRF (Landfill) are as follows:

Sundog	2014	2015	2016	Airport	2014	2015	2016
Jan	352.68	335.41	310.66	Jan	125.76	117.79	161.85
Feb	227.63	269.56	208.36	Feb	120.64	119.74	119.34
Mar	327.61	310.39	288.06	Mar	93.13	162.47	163.56
Apr	321.89	311.43	374.46	Apr	136.68	143.89	163.79
May	289.28	394.61	327.69	May	247.55	119.37	76.87
Jun	355.18	370.79	353.42	Jun	117.98	118.31	122.14
Jul	354.17	269.55	328.35	Jul	91.19	123.95	78.15
Aug	250.23	264.96	267.08	Aug	72.22	95.44	79.23
Sep	343.98	267.71	288.75	Sep	93.48	141.15	84.03
Oct	395.43	289.07		Oct	114.19	127.41	
Nov	250.07	249.24		Nov	73.43	104.39	
Dec	273.99	351.74		Dec	141.24	144.61	
Total	3742.14	3684.46	2746.83	Total	1427.49	1518.52	1048.96

The City does not guarantee any minimum tonnage available for hauling.

The City anticipates an increase in the tons hauled from the Airport WRF once the Sundog Biosolids Facility ceases operations. However, an overall increase or decrease in the amount of total tons hauled per year is possible.

2.0.4 AREAS FOR THE CONTRACTOR'S USE

The Contractor's personnel shall remain in designated Contractor use areas at all times and only those personnel engaged in service activities shall be in Contractor use areas. Furthermore, the Contractor's personnel shall not interfere with Wastewater Operations or other functions being performed or activities being carried out at City Facilities or Destination Facilities that are not under the direct purview of the Contractor as herein provided.

The City shall provide the following areas at each facility for use by the Contractor:

Sundog WWTP: The Contractor shall be provided access to the loading area on the south side of the dewatering building as required for the Contractor's use while the City loads the Contractor's containers. In addition, the City will provide a designated parking area for one truck, tractor, container or trailer combination should the Contractor wish to leave on site. The Contractor shall provide two (2) roll off containers on site at all times for material loading.

Airport WRF: The Contractor shall be provided access to the loading area on the north side of the dewatering building as required for the Contractor's use while the City loads the Contractor's containers. The City will provide a designated parking area for one truck, tractor, container or trailer combination should the Contractor wish to leave on site. The Contractor shall provide two (2) roll off containers on site at all times for material loading.

2.1 TERM OF CONTRACT

This contract shall be for a term of three (3) years. It shall be in effect as of the date of Notice to Proceed and shall be concluded as of the end of the contract period, subject to options for extension. Contractor shall commence operations on the date specified in the Notice to Proceed.

2.2 PERFORMANCE AND PAYMENT BONDS

Contractor shall execute and deliver to the City a performance bond or irrevocable letter of credit with a corporate surety acceptable to the City subject to approval by the City, which conditions and assures faithful performance of this contract. The assurance shall be in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00) and shall be for the full term of the contract.

All bonds (performance or payment) or the irrevocable letter of credit shall be executed by such sureties as named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (Amended) by the Audit Staff, Bureau of Accounts, and U.S. Treasury Department. It is the Contractor's responsibility to provide the above-mentioned information. Failure to do so can result in the rejection of a bid. The sureties must also be licensed and authorized to do business in the State of Arizona by the State Department of Insurance.

Any notice of cancellation of such must be served upon the City by delivering a written notice of cancellation to the office of the Wastewater Superintendent and a copy to the City Clerk and the City Attorney thirty (30) days prior to the effective date of said cancellation.

This contract shall not be terminated because of this provision if within thirty (30) days after notice of cancellation as provided above, Contractor files with the City, a similar bond approved by the City Attorney to be effective for the balance of the contract period commencing on the date of such termination.

2.3 AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY

2.3.1 The Contractor, with regard to the work performed 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, and Executive Order 11246, as amended.

2.3.2 The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability or family status.

- 2.3.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract for understanding, a notice, to be provided by the Contracting Officer advising the labor union or worker's representative of the Contractor's commitments under this Equal Opportunity Resolution, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
- 2.3.4 In the event of the Contractor's noncompliance with the equal opportunity clause of this contract or with any of the said rules, regulations, or order referred to thereunder, this contract may be canceled and terminated immediately by the City of Prescott.

2.4 LAWS TO BE OBSERVED

The Contractor shall at all times observe and comply with all Federal and State laws, local laws, ordinances, orders and regulations of the Federal, State, County or City governments.

2.5 FAMILIARITY WITH LAWS AND ORDINANCES

The submission of a bid on the work shall be considered as a representation that the bidder is familiar with all Federal, State, and local laws, ordinances, and regulations which affect those engaged or employed in the work, or equipment used in the work, or which, in any way, affect the conduct of the work. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Contract Documents, the Contractor shall submit to the Wastewater Superintendent 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 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 Wastewater Superintendent with any questions prior to the bid opening at (928) 777-1630.

2.6 TAXES

The Contractor shall pay all Federal, State, and local taxes, which may be chargeable against the performance of the work, and shall be made part of, and included in all bid prices.

2.7 INSURANCES

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder performed by the Contractor, their agents, representatives, employees, or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability insurance as specified by Insurance Services Office (occurrence form, CG0001, or equivalent).
2. Automobile Liability insurance as specified by Insurance Service Office, form number CA 0001 (Ed. 1/87), code 1 (any auto), with an MCS 90 endorsement and CA 9948 endorsement attached if "pollutants" as defined in exclusion 11 of the commercial auto policy are to be transported.
3. Worker's Compensation insurance as required by the State of Arizona and Employer's Liability Insurance.
4. Contractors Pollution Liability with coverage for:
 - a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
 - b. Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
 - c. Fines and penalties;

- d. Transported cargo, including waste;
 - e. Defense including costs, charges and expenses incurred in the investigation, adjustment of defense of claims for such compensatory damages.
 - f. If the scope of services includes disposal, recycling, spreading, incinerating, storing or treating of waste or material, the Contractors Pollution Liability policy should include coverage for the locations, i.e., "Non-Owned Locations" or "Non-Owned Disposal Sites," where the waste or material is disposed of, recycled, spread, incinerated, stored or treated.
5. If the Contractor is disposing of, recycling, spreading, incinerating, storing, or treating any waste or material on property that the Contractor owns or operates, the Contractor should also secure Pollution Legal Liability coverage for such owned or operated properties, either as a stand-alone policy or as an endorsement to the Contractors Pollution Liability policy.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per loss for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or another equivalent coverage form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required loss limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, \$5,000,000 if "pollutants," as defined in CA 0001 exclusion 11, are to be transported.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Contractor's Pollution Liability (CPL): \$1,000,000 per loss/\$2,000,000, annual aggregate.
5. If applicable, Pollution Legal Liability (PLL): \$2,000,000 per loss/\$2,000,000 annual aggregate for disposal at non-hazardous treatment, storage and disposal facilities; \$4,000,000 per loss/\$2,000,000 annual aggregate for disposal at non-hazardous treatment, storage and disposal facilities.

Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Prescott. At the option of the City of Prescott, either: the insurer shall reduce to a maximum of \$50,000 or eliminate such deductibles or self-insured retentions as respects the City of Prescott, its officials and employees or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention amount. Any self-insured retention or deductible amount on the policy shall not reduce the amount of collectible limits of liability.

Other Insurance Provisions

The general liability, contractor's pollution liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. City of Prescott, or any of their departments, agencies, officers, employees, or officials are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Prescott, or any of their departments, agencies, officers, employees. The Contractor also agrees to notify City of Prescott thirty (30) days in advance of any cancellation or change to insurance coverage shown on the certificate.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City of Prescott, or any of their departments, agencies, officers,

employees. Any insurance or self-insurance maintained by the City of Prescott, or any of their departments, agencies, officers, or employees shall be excess of the Contractor's insurance and shall not contribute with it.

3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state the coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Prescott.
5. If any of the aforementioned insurance policies are written on a claims-made basis, the Contractor warrants that a) the policy retroactive date will be not later than the date waste is first accepted from this project and will not be advanced for a period of at least two years from completion thereof, and b) continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time the work under this contract is completed.

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

The Contractor shall furnish the City of Prescott with copies of the original endorsements affecting the coverage required by this specification. A certificate of insurance is also required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Prescott before work commences. As an alternative to the City of Prescott's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Subcontractors

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Warranty

The Contractor warrants that it is aware of and understands the hazards which are presented to persons, property, and the environment in the performing of transportation, storage, remediation and disposal services as described within the scope of services of this contract. It will transport, store, remediate and dispose of such materials in full compliance with all applicable governmental laws, regulations and orders. If the scope of services requires off-site storage or disposal, the selected storage and disposal facilities described in the work plan are now appropriately licensed and permitted to store and dispose of the waste, materials or hazardous substances detailed within the work plan. In the event the storage or disposal facility loses its permitted status hereafter during the terms of this Agreement, the Contractor will promptly notify the City of Prescott of such loss.

Indemnification

To the fullest extent permitted by law, the Contractor receiving materials, substances and waste from the City of Prescott shall indemnify, defend and hold harmless the City of Prescott, its consultants, contractors, agents, officers, officials and employees from and against any and all claims, damages, losses, fines, penalties, and expenses, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the Contractor's negligent acts, errors, or

omissions. Without limiting the generality of the foregoing, the above indemnification provision extends to Environmental Impact Claims.

"Environmental Impact Claim" is defined as claims, suits, judgments, costs, losses, fines, penalties, expenses (including attorney's fees) which arise out of, are related to, or are based on the actual or threatened dispersal, discharge, escape, release or saturation of chemicals, liquids, gasses or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface a) soils, b) water or water course, c) objects, or (d) any tangible or intangible matter, whether sudden or not.

2.8 PERMITS

The Contractor shall obtain, at their own expense, all permits and licenses required by law or ordinances and maintain same in full force and effect throughout the term of this contract.

2.9 PERSONAL LIABILITY OF PUBLIC OFFICIALS

The Mayor, City Council, City Manager, City Attorney or any of their employees or any other agent of the City shall not be personally responsible for any liability arising under or growing out of the contract or operations of the Contractor under the terms of this contract.

2.10 CITY NOT LIABLE FOR DELAY

It is further expressly agreed that in no event shall the City be liable or responsible to the Contractor or to any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal or equitable proceedings, or from or by or on account of any delay for any cause over which the City has no control.

2.11 PERFORMANCE UNDER DISASTER CONDITIONS

Contractor shall not be liable for failure to wholly perform their duties if such failure is caused by catastrophe, act of war, act of terrorism, civil disturbance, act of God, labor strikes or other similar contingency beyond reasonable control of the Contractor. Contractor shall take such extraordinary measure as may be necessary to resume service as quickly as possible. The City may assist in any manner deemed necessary, or take any other action, to assure needed services are performed. Contractor also agrees that should a disaster or other emergency befall the City of Prescott or the surrounding immediate area, such equipment and manpower the Contractor has on hand may be made available for use by the City. The City will determine services to be continued by the Contractor, including men and equipment, and allocate the remainder as deemed necessary.

In any case, distribution of costs resulting from any of the above shall be upon the sole determination by the City Council of what is reasonable and just.

2.12 PUBLIC CONVENIENCE AND SAFETY

The awarding of a contract as provided for herein shall not constitute a waiver or bar to the exercise of any governmental right or power of the City. No right or exemption shall be granted to the Contractor except those specifically prescribed herein.

2.13 DEFINITIONS AND TERMS

Whenever the following definitions and terms or pronouns in place of them are used in these specifications, or other contract documents, the intent and meaning shall be interpreted as specified in this section.

ADDENDUM: An addendum is a formal written notice of additions, deletions, modifications, or explanations of other contract documents, from the Wastewater Superintendent to bidders in advance of the bid date.

AMOUNT OF THE BID: For the purpose of awarding the contract, the amount of the bid shall be the total amount shown as the unit price bid of per ton hauled from the wastewater treatment facilities to the approved landfill(s).

BIDDER: A bidder is any individual, firm, partnership, corporation or association licensed or otherwise authorized by law to do business in Arizona, submitting a bid for the work, acting directly or through a duly authorized representative.

BID BOND: The Bid Bond is an approved cashier's check or certified check, made payable to the City Clerk or a bid bond of a surety company authorized to do business in Arizona accompanied with the bid for the amount stipulated in the Notice to Bidders as a guarantee of good faith to enter into the contract.

BIOSOLIDS: Material that is produced in the wastewater treatment process and regulated by EPA 40 CFR Part 503 Biosolids Rules.

CHANGE ORDER: Change Order is a written order issued by the Wastewater Superintendent and approved by the City Manager for changes in the work. Such Change Orders will be prepared on a standard form issued by the City and will set forth the nature of the change and the method of payment.

CITY: City shall mean the City of Prescott, Arizona, a municipal corporation of the State of Arizona, it's duly elected Council, City Manager and/or their appointed officers.

COLLECTION: Removal and transportation of biosolids from its place of production to its place of processing or disposal.

CONTRACT OR CONTRACT DOCUMENTS: Contract and Contract Documents have the same meaning.

The contract consists of the following: Invitation for Bids, General Provisions, Technical Specifications, Addenda, Bid, Agreement, Performance Bond, Certificate of Insurance, Notice to Proceed and Change Orders: These form the agreement whereby the Contractor will furnish all labor, equipment, tools, and materials, and perform all work necessary to satisfactorily accomplish the proposed City service.

CONTRACTOR: The term Contractor shall mean the individual, firm, partnership, joint venture corporation, or association contracting with the City to perform the work, and any or all owners or officers thereof.

DISPOSAL SITE: A site that is approved, permitted and in compliance with regulatory agencies; i.e., ADEQ, EPA, etc., which is used for the disposal of biosolids as classified in EPA 40 CFR Part 503 Biosolids Rules.

INVITATION FOR BIDS: The Invitation for Bids is a formal announcement of a proposed City Service, advertising the time and place for receiving bids.

IRREVOCABLE LETTER OF CREDIT: An Irrevocable Letter of Credit (LC) is a document issued by your bank that essentially acts as an irrevocable guarantee of payment to a beneficiary. This means that if you do not perform your obligations, your bank pays. The letter of credit can also be the source of repayment of the transaction meaning that the exporter will get paid with the redemption of the letter of credit

NOTICE TO PROCEED: Notice to Proceed is a written notice to the Contractor following award of bid issued and signed by the Public Works Director or his authorized agent stating the date on which the Contractor is to begin the work. The date of the Notice to Proceed shall be considered as the official starting date of the contract.

OWNER: Owner shall mean City of Prescott, Arizona, its duly elected Council, City Manager and/or its appointed officials.

PERFORMANCE BOND: Performance Bond is the security furnished by the Contractor or their surety, as required in the contract and approved by the City to ensure full and faithful compliance by the Contractor with all of their duties and obligations under the contract during the full term thereof.

PROPOSAL: The proposal is a properly signed and guaranteed written offer of the bidder to perform the work. It shall be prepared on forms furnished by the City.

SUBCONTRACTOR: Subcontractor is any individual, firm, partnership, corporation, or association licensed or otherwise authorized by law to do business in Arizona, to whom the Contractor, with written consent of the City, sublets a part of the work.

SURETY: Surety shall mean the corporation, partnership, or individual, duly licensed and authorized to do business in Arizona who is bound with and for the Contractor to assume legal liability for the faithful performance of the contract.

TARPING SYSTEM: Shall refer to a manual or automatic tarping system which is mounted to the transport equipment and is fully functional to prevent biosolids from propelling off during transport.

TRANSFER STATION: Shall refer to the City of Prescott Sundog Transfer Station located at 2800 Sundog Ranch Road, Prescott, AZ.

TRANSPORT EQUIPMENT: The transport equipment shall mean the equipment owned by the Contractor which is used, and specifically designed by the manufacturer, to transport the biosolids materials identified in this contract from the wastewater facilities to the approved landfill(s).

“WORK” OR “THE WORK”: Work or The Work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of the contract and the carrying out of all duties and obligations imposed by the contract.

2.14 INTERPRETATION OF CONTRACT: If any prospective bidder is in doubt as to the true meaning of any parts of the Invitation to Bid, they may request an interpretation from the Wastewater Superintendent. Interested bidders may call or visit the office of the Wastewater Superintendent with any questions up to 3:30 pm on the last Thursday prior to the bid opening date.

2.15 ADDENDUM: The bidder shall sign each addendum issued and attach it to the bid in order to have the bid considered.

2.16 EXAMINATION OF THE SITE OF THE WORK: By the submission of a bid, the bidder represents that he has carefully examined the disposal site, the wastewater treatment facilities site, transportation routes, specifications, all other applicable facilities, and all other contract documents, and that the physical conditions to be encountered in the work, and the character, quality, and the quantity of service to be performed, and of labor, materials and equipment to be furnished.

The Contractor will not be entitled to additional compensation if he subsequently finds that conditions require methods or equipment other than that anticipated by them in making their bid. Negligence or inattention of the Contractor in determining site condition prior to filling the bid, in any phase of the performance of the work, shall be grounds for refusal by the City to agree to additional compensation for additional work caused by such negligence or inattention.

2.17 QUALIFICATION OF BIDDER: The bidder must be qualified by experience, adequate financing, and equipment to do the work called for in the contract. The City shall determine the foregoing.

- 2.18 BIDDER'S CERTIFICATION:** By the submission of its bid, the bidder certifies that its bid is genuine and is not made in the interest of, or in behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; that it has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; that it has not solicited or induced any person, firm, or corporation to refrain from bidding; and that it has not sought, by collusion or otherwise, to obtain for itself any advantage over any other bidder or over the City.
- 2.19 CONTENTS OF BID:** Prospective bidders shall furnish the required forms listed below.
- Form A: Solicitation Response Cover Sheet
 - Form B: Price Sheet
 - Form C: Bid Certification
 - Form D: Non-Collusion Certificate
 - Form E: Certificate of Ownership
 - Form F: Proposer Qualifications, Representations and Warranties
 - Form G: References
 - Form H: Contractors List of Equipment
- 2.20 PREPARATION OF BID:** The bid shall be legible, written in ink, or typed on the forms furnished by the City, and shall be completely executed by the bidder in ink with a full signature. The bidder shall indicate whether he is an individual, partnership, joint venture, Arizona corporation or a foreign corporation, and enter the correct name of this bidder. The business address of the bidder shall be typed or printed on the bid form. The bid shall be signed by an authorized agent. If submitted by a corporation, the bid must be signed by the President and Secretary, or by other officers authorized by a resolution of the Board of Directors with a copy of the resolution accompanying the bid.
- Any omission of prices on such items shown on the individual bid forms, or any addition in writing to the form of the bid, or any condition, limitation, or provision, will render the bid invalid and may cause its rejection in the discretion of the City.
- 2.21 BID BOND WITH BID:** A bid will not be considered unless accompanied by a certified check or a cashier's check, or bid bond in the amount of TEN THOUSAND DOLLARS (\$10,000.00). Such bond shall be a guarantee that the bidder, if awarded the contract, will furnish a Performance and Payment Bond, and execute the contract. If the bidder fails, refuses, or neglects to execute the contract and furnish the required bond within thirty (30) days after Notice of Award issuance, the bid bond shall be forfeited to the City as liquidated damages for the bidder's breach.
- 2.22 EXECUTION OF CONTRACT:** Within ten (10) calendar days after the date of notification of Award of Contract, the bidder to whom the award is made shall execute the contract documents specified and submit them to the Wastewater Superintendent, and shall furnish the assurity and insurance satisfactory to the City, in accordance with the requirements of these General Provisions.
- 2.23 FAILURE TO EXECUTE CONTRACT:** It is agreed by the bidder that upon failure to enter into the contract and furnish the necessary insurance and Performance and Payment Bond, within thirty (30) calendar days after the date of notification of the Award of Contract, the amount of the Bid Bond shall become the property of the City and will be retained, not as a penalty, but as liquidated damages. The award of the contract may then, at the discretion of the City, be made to the next lowest responsible bidder, or the work may be readvertised, or may be performed by the City in any legal manner.
- 2.24 AWARD OF THE CONTRACT BY CITY COUNCIL:** As soon as practical after opening the bids, the Wastewater Superintendent will submit the name of the apparent successful bidder to the City Council for final approval.

If approved by the City Council, the Wastewater Superintendent will provide properly prepared contract documents to the Contractor. After the proper execution of the same, the Contractor shall return all documents required for submission to the City Clerk.

2.25 VERBAL AGREEMENTS: No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in the contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor.

2.26 NOTICE TO PROCEED: Upon the execution of the contract documents by the successful bidder, the City shall issue a Notice to Proceed setting the date the work shall begin by the Contractor.

2.27 PAYMENT: Payment to the Contractor will be per ton from the legal weights registered at the Sundog Transfer Station or Approved Landfill(s).

Loads presented without a valid transfer station scale ticket or landfill ticket shall be considered invalid unless accompanied by written authorization from the City. Payments made shall be considered as payments in full for the transport and handling of the biosolids. Invoices shall be submitted by the fifth (5th) of the month with payments made within fifteen (15) days after receipt of an approved invoice.

2.28 FUEL SURCHARGE: Based on the Oil Price Information Service (OPIS) 5-day average price, Pad 4 for Phoenix the Contractor may charge the City a fuel surcharge for fuel usage in this contract over \$3.50 per gallon. The City will issue a credit to the contractor when the OPIS rate is equal to or lower than \$2.00 per gallon; any overage will be paid to the contractor based on the four-week average for the month. For example, travel from the City's Airport WRF to Gray Wolf Landfill is 66 miles' roundtrip. Based on 5 miles per gallon, this trip takes approximately 13 gallons. If the monthly average fuel price based on OPIS is \$4.32, the overage paid to the contractor will be \$0.32 per gallon. If 20 trips are made during the month, the payout to the contractor would be \$83.20.

If OPIS rates drop, the City would credit the contractor in the same manor. Supporting documentation must be included with the invoice when requesting a fuel surcharge.

Upon entering a contract, failure to agree on a fuel surcharge by either party may negate this contract.

2.29 ASSIGNING OR SUBLETTING THE CONTRACT: The Contractor shall not assign or sublet the contract, or any portion of the contract, without the written approval of the City. The City's written approval of the Contractor subletting work shall not be considered as making the City a party to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall under any circumstances, relieve the Contractor or surety of liability and obligation under the contract, and all transactions will be made through the Contractor, unless otherwise authorized by the City. Subcontractors will be recognized and dealt with only as workmen and representatives of the Contractor.

2.30 BREACH OF CONTRACT:

2.30.1 If the Contractor fails to provide any portion of the hauling service required by this contract for a period in excess of two (2) consecutive scheduled working days, the City may take the following actions:

1. Employ such means as it may deem advisable and appropriate to continue work until the matter is resolved and the Contractor is again able to carry out the operations under this contract.
2. Deduct any and all operating expenses incurred by the City from any money then due or to become due the Contractor and, should the City's cost for continuing the operation

exceed the amount due the Contractor, collect the amount due, either from the Contractor or the surety.

- 2.30.2 In the event the Contractor shall file, voluntarily or involuntarily, any bankruptcy proceedings, this contract shall immediately terminate and in no event shall this contract be, or be treated as, an asset of the Contractor, or bankruptcy estate. This action shall not relieve the Contractor of previous responsibilities.
- 2.30.3 All terms, conditions, and specifications of the contract are considered material and failure to perform any part of the contract shall be considered a breach of contract. Should the Contractor fail to perform any contractual obligations, the City may, at its option, terminate the contract, five (5) days after written notification to the Contractor of the violation and failure of the Contractor to remedy the violation within said time.
- 2.30.4 Any violation of the terms of this contract by the Contractor shall immediately be brought to the attention of the Contractor. Should the violation not be immediately addressed and corrected, the Contractor will receive a written notification of the violation, the corrective action required and a time limit specified for the correction to be accomplished.

In the event of failure to comply with the notice as stated, or if the City receives any indication that the Contractor cannot or will not comply with the notice, the City shall take whatever action it deems appropriate to correct the violations stated. Costs incurred by the City shall be recovered by the City billing the Contractor for all direct and indirect costs incurred. Additionally, a surcharge shall be imposed equal to one and one half (1 1/2) times the cost to be recovered at the same time and in the same manner as the costs are billed.

In the event that the billing for costs and surcharges are not paid in full within thirty (30) days, a deduction from monies owed to the Contractor may be made, a claim filed against the Contractor's performance bond may be made by the City, or both shall occur. These remedies shall be cumulative and not in lieu of any other remedies available to the City.

- 2.30.5 **Costs, Attorneys' Fees, and Waiver of Jury Trial:** In the event any action, suit, or proceeding is brought for failure to observe any of the terms, covenants or provisions of this contract, each party shall be responsible for their own litigation and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorneys' fees. Both parties mutually agree to forfeit their right to a jury trial. The case will be held as a bench trial.
- 2.30.6 **Laws Governing:** It is mutually understood and agreed that this contract shall be governed by the laws of the State of Arizona, as to validity, interpretation, and performance.
- 2.30.7 **Venue:** Any and all suits for any and every breach of this contract, or other judicial proceeding for the enforcement or interpretation of this contract shall be instituted and maintained in any court of jurisdiction in the County of Yavapai, State of Arizona.
- 2.30.8 **Waiver:** Waiver by the City of any breach of any term, covenant, or condition contained in this contract shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of same or any other term, covenant, or condition of this contract shall be deemed to have been waived by the City, unless such waiver is in writing by the City.
- 2.30.9 **Arbitration:** Arbitration shall be attempted if both parties mutually agree before, during or after litigation.

2.31 MODIFICATION

This contract constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by both parties hereto.

2.32 CLAIMS

Contractor shall pay all just claims due for the payment of all employees for labor that shall be performed, for the payment of all material and equipment furnished, and for the payment of material and equipment rental which is actually used or rented in the performance of the contract.

2.33 OPTION TO EXTEND

If mutually agreeable by both parties, this contract may be extended in one (1) year increments with a two (2) year maximum time period upon submitting written intent on or before ninety (90) days prior to expiration of the contract. By City initiation and upon written notification to the Contractor not less than thirty (30) days prior to the expiration of the contract, this contract may be extended on a month-to-month basis for a period not to exceed six (6) months. Any contract extension shall be subject to all provisions of the contract.

2.34 RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

2.35 ILLEGAL PROVISIONS

If any provision of the contract shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

TECHNICAL SPECIFICATIONS

3.0 SOLICITATION SPECIFICATIONS

- 3.0.1 All loads from the Sundog WWTF shall be hauled and weighed on certified scales located at the Sundog Transfer Station, Gray Wolf Regional Landfill and/or the Southwest Regional Landfill. All loads from the Airport WRF shall be hauled and weighed on certified scales located at the Sundog Transfer Station, Gray Wolf Regional Landfill and/or Southwest Regional Landfill. Disposition shall be made in accordance with EPA 40 CFR Part 503 Biosolids Rules.

Services shall include furnishing all labor, equipment, tools, materials, insurance, supervision, and facilities as required, and all other items incidental thereto, and performing the work as specified.

3.0.2 Facilities

- 3.02.1 Sundog Wastewater Treatment Plant
1500 Sundog Ranch Road, Prescott, AZ
Hours of Operation: M-F 7:00 am to 3:30 pm, Sat & Sun 6:00 am to 2:00 pm
- 3.02.2 Airport Water Reclamation Facility
2800 Melville Road, Prescott, AZ
Hours of Operation: M-F 7:00 am to 3:30 pm, Sat & Sun 6:00 am to 2:00 pm
- 3.02.3 Sundog Transfer Station
2800 Sundog Ranch Road, Prescott, AZ
Hours of Operation: Mon-Sat 8:00 am to 4:00 pm, excluding Thanksgiving Day and Christmas Day.
- 3.02.4 Gray Wolf Regional Landfill
23355 E Hwy 169
Dewey, AZ
Hours of Operation: M-F 7:00 am to 3:30 pm and Sat 8:00 am to 11:00 am

3.02.5 Southwest Regional Landfill
24427 S Hwy 85
Buckeye, AZ
Hours of Operation: M-F 6:00 am to 3:30 pm and Saturday 6:00 am to 11:00 am

3.0.3 Contractor Equipment

3.0.3.1 Contractor shall provide and maintain during the entire period of this contract, vehicles and transport equipment sufficient in number and capacity to efficiently perform the work and render the services required by this contract. Contractor shall immediately have available such additional vehicles, equipment, and personnel to assure that hauling continues on schedule during breakdowns and repairs.

3.0.3.2 The City shall have the option and the right at any time, without question, to order a vehicle removed from service for actual or suspected noncompliance with any of the contract requirements, and in so doing, shall in no way relieve the Contractor of his responsibility for meeting the hauling schedule requirements. Any vehicle removed shall not be returned to service until the City has been satisfied that the vehicle is in compliance and authorized to return to service.

3.0.3.3 Contractors equipment shall be constructed in such a manner as to prevent leakage of liquids and solids, and to be equipped with an approved "tarping system" to prevent the loss of material during transport. In the event that the tarping system is not properly maintained and the City incurs costs associated with the cleanup of a transportation corridor that has been determined to be directly attributable to the hauling of material under this contract, those costs plus 50% will be paid by the Contractor.

3.0.3.4 Contractor equipment shall be equipped with an unloading system that is compatible with the operations at the approved disposal facilities. If the Contractors equipment is left on City property, the City may need to operate the Contractors equipment within the City facility should Contractor personnel be unavailable at that time.

3.0.3.4 Contractor shall be solely responsible for any and all costs associated with the transport equipment including but not limited to the cost of repairs, replacement, or maintenance thereof.

3.0.3.5 Contractor shall provide the necessary transport equipment to accommodate forty-eight (48) hours of biosolids storage. Additional equipment shall be available within 24 hours of being called.

3.0.4 Contractor Equipment Height Limitations

Biosolids containers shall not exceed a maximum of seven (7) feet in height in order to ensure proper clearance between the Contractors container and the City's conveying equipment utilized to load the biosolids.

3.0.5 Permitting

3.0.5.1 The Contractor shall be responsible for obtaining the necessary permitting for the Gray Wolf Regional Landfill and/or Southwest Regional Landfill.

3.0.5.2 The City shall be responsible for analyzing the biosolids to meet all regulatory and landfill permit requirements. Test results will be provided to the Contractor and/or landfill upon request.

3.0.6 Financial

3.0.6.1 Invoices shall be accompanied by a copy of register receipts from certified scales at the approved landfill(s) for approval and payment. Failure to do so shall result in no payment.

- 3.0.6.2 The subsequent contract issued as a result of this bid shall be for a term of three (3) years with the option to renew for two (2) additional one year terms under the same terms and conditions as contained herein.
- 3.0.6.3 Contractor shall post a \$50,000 performance bond or an irrevocable letter of credit to be submitted within ten (10) days after notice of award of contract and shall be verified annually on the anniversary of the contract date.
- 3.0.6.4 Annual tonnage fee adjustment – The net tonnage fee adjustment will be adjusted prospectively at the anniversary date of the contract each year in proportion to the change in the last published Consumer Price Index (CPI) compared with the CPI last published one-year prior with a maximum yearly adjustment (either upward or downward) of three percent (3%). For purposes of defining CPI, the term means Consumer Price Index, published by the Bureau of Labor Statistics (BLS) of the United States Department of Labor. If the BLS substantially revises or ceases publication of the CPI, then a substitute index for determining cost of living adjustments, issued by the BLS or by a reliable government or other non-partisan publication, shall be designated by agreement between the City and the Contractor. In addition, the net tonnage fee will be adjusted prospectively as the effective date of any change in law (as described below), in an amount equal to the Contractors actual increased costs resulting from a change in the law which has the effect of requiring special handling or other procedures in connection with the processing, transportation or disposal of biosolids more costly than those procedures in connection with the processing, transportation or disposal of biosolids more costly than those procedures required as of the date of the RFP, December 1, 2016, for transportation or disposal of biosolids.

3.1 SOLICITATION PROCESS REQUIREMENTS

- 3.1.1 Communication with the City: All communications regarding the solicitation must be directed to the Wastewater Superintendent. Unless authorized by the Wastewater Superintendent, no other City official or employee is empowered to speak for the City with respect to this solicitation. Bidders are advised that the City shall not be bound by information, clarifications, or interpretations from other City officials or employees. Bidders are cautioned against contacting any City official or employee other than the Wastewater Superintendent. Failure to observe this requirement may be grounds for rejection of Bidder's bid.

The Point of Contact for this solicitation is:

Scott J Gregorio, Wastewater Superintendent
1500 Sundog Ranch Road
Prescott, Arizona 86301
Phone: (928) 777-1630
Fax: (928) 777-2482
E-mail: scott.gregorio@prescott-az.gov

- 3.1.2 Schedule of Events

Solicitation Advertisement

Sunday, October 30 and Sunday, November 6, 2016

Solicitation Release

Monday, October 31, 2016

Mandatory Pre-Bid Meeting*

Wednesday, November 16, 2016, 10:00 AM
Airport Water Reclamation Facility
2800 Melville Road
Prescott, Arizona 86301

*Proposers must participate in the walk-through inspection of the site(s) conducted by City personnel and familiarize themselves with any conditions which may affect performance and bid prices. Walk-through inspection tour will begin immediately following the pre-bid meeting.

Any proposals submitted by a proposer who did not attend the mandatory pre-bid meeting will be considered as non-responsive and will be rejected. A sign-in sheet will be routed at the mandatory pre-bid meeting to document attendance.

Final Date for Questions

Monday, November 21, 2016, 5:00 PM

Issuance of Addendum

Wednesday, November 23, 2016, 5:00 PM

Bids Due

Thursday, December 1, 2016, 2:00 PM

City of Prescott
City Clerk's Office
201 South Cortez Street
Prescott, Arizona 86303

Bid Opening

Thursday, December 1, 2016, 2:00 PM

City of Prescott
Council Chambers
201 South Cortez Street
Prescott, AZ 86303

3.2 MATERIALS TO BE FURNISHED

- 3.2.1 The Contractor shall furnish all labor, supervision, equipment, permits, licenses, etc. necessary to provide for the transportation of biosolids from the Sundog Wastewater Treatment Plant and/or the Airport Water Reclamation Facility to the approved landfill(s).

3.3 EMPLOYEES

- 3.3.1 Contractor's employees, officers, agents and subcontractors shall at no time be allowed to identify themselves, or in any way represent themselves as being employees or agents of the City of Prescott.
- 3.3.2 Employees operating Contractor's vehicles shall at all times possess and carry an appropriate commercial driver's license issued by the State of Arizona.
- 3.3.3 The Contractor shall prohibit the drinking of alcoholic beverages and/or the use of intoxicating or debilitating chemical substances by driver and crew members while on duty, or in the course of performing their duties under this contract. Contractor shall immediately remove from duty under this contract any employee under the influence, or appearing to be so, of such substances.
- 3.3.4 Except for authorized law enforcement personnel, no contractor shall be permitted to possess or use firearms or other weapons while on the job or on City property.
- 3.3.5 The City may require the Contractor to remove from service, under this contract, any Contractor employee deemed by the City to have consistently or to have flagrantly violated the conditions and intent of this contract.

3.4 RECORDS

- 3.4.1 Contractor is encouraged, but not required to maintain revenue, operations and expense records specific to the performance of this contract separate from all other operations of the Contractor.
- 3.4.2 At the time of execution of the contract, the Contractor shall furnish to the City a list of all stockholders or owners of ten percent (10%) or more share of the Contractor's company, and as ownership may change during the period of this contract, the City shall be informed of such changes that may involve ten percent (10%) or more of the shares of the company.

3.5 APPEALS / CLAIMS

Should the Contractor have a claim to the City denied, or should the Contractor take exception to a requirement or action by any City employee, he may appeal the matter within thirty (30) days in writing to the Public Works Director. The Public Works Director may review the circumstances and act at his discretion, with his decision being final.

3.6 CONTRACTOR REQUIREMENTS

- 3.6.1 All equipment used in the service of this contract shall be well maintained, kept in good repair, and shall at all times comply with State and Federal DOT safety regulations.
- 3.6.2 The Contractor's vehicles used in service of this contract shall be distinguishable from that of any City vehicle, and shall be clearly identified with the company name on each side of the equipment. The hauling vehicles shall have this information in letters and numbers in accordance with ADOT regulations.
- 3.6.3 The Contractor shall furnish the City with a list of all equipment to be used in fulfillment of this contract and immediately notify the City when any additions or deletions take place. This list, at a minimum, shall give the make, model, year of manufacture, serial number, license number, company I.D. number, type, size and shall provide the City with a list of transport equipment, similarly identified.
- 3.6.4 The City shall fill the transport equipment, at the Contractors request, to the legal maximum load limit. It shall be the Contractor's responsibility to line the containers before filling if preferred, evaluate the load level and weight, inspect the transport equipment before hauling, and tarp and untarp the load.
- 3.6.5 The Contractor shall store all loaded and empty equipment in the designated areas at the City's Wastewater Treatment Facilities. The Contractor shall be responsible for all negligent damages he may cause to City property.
- 3.6.6. The Contractor shall only store such equipment needed to perform the hauling services of this contract at the wastewater facility site.
- 3.6.7 The Contractor shall not use City facilities to work on equipment, except in the case of minor repairs to ready the equipment for transportation to a repair facility.

3.7 CONTRACTOR PENALTIES

- 3.7.1 If sufficient equipment is not available and on-site to allow for loading of biosolids during normal business hours, the Contractor will be subject to any and all costs associated with the operation of the Wastewater Treatment Facility for "after hours" operations.
- 3.7.2 If the Contractor fails to haul a transport-ready unit from the Wastewater Treatment Facility to the approved landfill(s) within forty-eight (48) hours, excluding legal observed holidays of the receiving facility, the Contractor is subject to a fifty percent (50%) reduction in the unit price

to be paid. If the Contractor fails to haul a transport-ready unit from the Wastewater Treatment Facility to the approved landfill(s) within seventy-two (72) hours, the Contractor is subject to a one hundred percent (100%) reduction in the unit price to be paid.

3.8 BIOSOLIDS MATERIAL OWNERSHIP

The Contractor is responsible for the biosolids load once the biosolids leave City property. The Contractor shall be responsible for ensuring the biosolids load is of legal weight and height before hauling.

3.9 CONTRACTOR'S COMMUNICATIONS

The Contractor shall provide to the City a telephone contact list, including emergency contact information. An answering service or answering machine shall not be considered adequate for these services.

SUBMITTAL FORMS

Form A – Solicitation Response Cover Sheet

Description: Biosolids Hauling & Disposal Services

Please note all that apply:

Addenda Number(s) Received (if any)

Original Forms A through H

Business Name: _____

Business Address: _____

E-Mail: _____

Business Phone: (_____) _____

Business Fax: (_____) _____

Business Contact: _____

Comments: _____

Dated this ____ day of _____ 2016.

Signature

Title

Form D – Non-Collusion Certificate

Name: _____

The undersigned Proposer hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to the City of Prescott for consideration in the award of this solicitation.

Dated this ____ day of _____ 2016.

Signature

Title

Form E – Certificate of Ownership

Name: _____

The undersigned Proposer hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Proposer's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this ____ day of _____ 2016.

Signature

Title

Form B – Price Sheet

BID ON ONE OR BOTH PRICE PROPOSAL(S)

Note: Prices offered shall not include state and local taxes. For the purposes of determining the lowest cost, the City will not take tax into consideration. Taxes must be listed as a separate item on all invoices, if applicable.

Description	Ton Price
Item 1: Price Per Ton to Haul & Dispose of Biosolids at Gray Wolf Regional Landfill	\$ _____/Ton
Item 2: Price Per Ton to Haul & Dispose of Biosolids at Southwest Regional Landfill	\$ _____/Ton

Form C – Bid Certification

Name: _____

The undersigned Proposer hereby certifies as follows:

- C.1 That he/she has read the City of Prescott's solicitation documents, its appendices and attachments, and the Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum	Date
_____	_____
_____	_____

- C.2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

- C.3 That the Proposer's bid consists of the following:

1. Form A: Solicitation response cover sheet
2. Form B: Price Sheet
3. Form C: Bid Certification
4. Form D: Non-Collusion Certificate
5. Form E: Certificate of Ownership
6. Form F: Proposer Qualifications, Representations and Warranties
7. Form G: References
8. Form H: List of Machinery and Equipment Available

- C.4 That the proposal is valid for 180 days.

Dated this ____ day of _____ 2016

Signature

Title

Form F – Proposer Qualifications, Representations and Warranties

Name: _____

The undersigned Proposer hereby certifies as follows:

F1 Meets Minimum Specifications

	YES	NO
Furnish and install all labor, materials, equipment and services to complete the Specifications and Scope of Work.		

F2 Taxes and Liens - Proposer has no unsatisfied tax, judgment lien or disbarment on record.

F3 Subcontractors – Proposer submits as Attachment 1 to this Bid Form F a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform requirements of the proposed agreement. The list shall include the firm’s name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. Proposer shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.

Note: The evaluators may contact the customer references, as well as any other customers or customer employees including the City of Prescott. A proposer with unsatisfactory references may have its bid rejected.

F4 Proposers Examination - Proposer has made its own examination, investigation and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment and facilities necessary to perform. Proposer fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement, and the solicitation. Proposer acknowledges and agrees that it has satisfied itself by its own examination, investigation and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by City. Proposer hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this _____ day of _____ 2016 _____

 Signature

 Title

Form G – References

The City will enter into an agreement only with a proposer(s) having a reputation of satisfactory performance. The proposer's ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Proposer provides information for three clients, other than the City of Prescott, that presently contract with the proposer for similar goods or services:

State your firm's experience in providing services to public entities or corporate entities, list all other government contracts that you have now or have had in the past five years.

Reference #1

Firm Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
E-Mail: _____

Reference #2

Firm Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
E-Mail: _____

Reference #3

Firm Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
E-Mail: _____



GENERAL SERVICES CONTRACT

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 ** Director, 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 ** Director 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 _____ years. The contract may be extended for additional _____ year periods up to a total of _____ additional years, with the mutual consent of the City of Prescott and Contractor. Price changes for succeeding years shall be adjusted in accordance with the Consumer Price Index (CPI), not to exceed upwards or downwards of three (3) percent.

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.

ARTICLE X - OTHER WORK IN PROJECT AREA: The City of Prescott, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question and answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the contractor, its agents, employees or any of the contractor's subcontractors. In the event that the contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the contractor or within the contractors control then the Contract may be adjusted pursuant to the Delay's and

Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XI – BONDS

A. On or before the execution of the contract, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to ARS Section 34-222, conditioned upon the faithful performance of this contract in accordance with the plans, specifications and conditions herein. Such bond shall be solely for the protection of the City of Prescott. A copy of this bond shall be filed with the Prescott City Clerk.

B. Contractor shall also obtain a payment bond, pursuant to the provisions of ARS Section 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.

C. All bonds 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 the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an "A" rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

ARTICLE XII – MISCELLANEOUS

A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.

B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

C. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Director	**
City of Prescott	**
Prescott, AZ 86301	**

D. This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by the City.

E. This Agreement shall be construed under the laws of the State of Arizona.

F. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

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 ** at **, 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 | \$ 2,000,000 |
| • Products – Completed Operations Aggregate | \$ 1,000,000 |
| • Personal and Advertising Injury | \$ 1,000,000 |
| • Each Occurrence | \$ 1,000,000 |
| • Fire Legal Liability (Damage to Rented Premises) | \$ 100,000 |

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.

SAMPLE

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

Harry B. Oberg, Mayor

Attest:

Approved as to Form:

Dana R. DeLong, City Clerk

Jon M. Paladini, City Attorney

