

City of Prescott

Request for Bids

Water and Wastewater Analytical Services Contract

Standard Specifications and Contract Documents



BID OPENING: April 14, 2016 at 2:00 PM
City of Prescott
Council Chambers
201 S. Cortez Street
Prescott, Arizona

PREPARED BY: City of Prescott Public Works
433 N. Virginia St.
Prescott, Arizona

Due Date: April 14, 2016

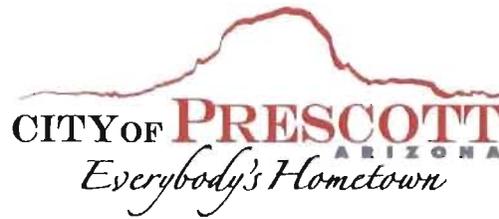
City of Prescott
Public Works Department
433 N. Virginia Street
Prescott, AZ 86301

Bid
Water and Wastewater Analytical Services Contract

The City of Prescott is soliciting bids for Water and Wastewater Analytical Services. Sealed bids shall be opened on Thursday, April 14, 2016 at the time and place indicated in Section 2.2.

Table of Contents

Table of Contents	1
Notice Inviting Bids	2
1.0 Solicitation Specifications/Scope of Work	3
2.0 Solicitation Process Requirements.....	166
3.0 General Contract Terms and Conditions.....	18
4.0 Standard Bid Information.....	21
5.0 Instructions for Submittal Forms.....	22
6.0 Review of Bid Submittals and SERVICE PROVIDERS.....	22
Form A – Solicitation Response Cover Sheet	23
Form B – Price Sheet	24
Form C – Bid Certification.....	36
Form D – Non-Collusion Certificate.....	37
Form E – Certificate of Ownership.....	38
Form F – Bidder Qualifications, Representations and Warranties	39
Form G – Draft Contract.....	41

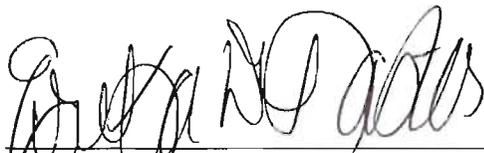


City of Prescott
Public Works Department

Notice Inviting Bids

Water and Wastewater Analytical Services Contract

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 P.M., Thursday, April 14, 2016 for providing Water and Wastewater Analytical 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 upon from the City's website or by payment of \$23.00 per set, which cost is non-refundable. A non-refundable check for \$20.00 will be required for mailing, if so desired. The outside of the bid envelope shall be marked: "Water and Wastewater Analytical 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: Courier TC March 27 & April 3, 2016

1.0 Solicitation Specifications/Scope of Work

1.1 Introduction

The City of Prescott is seeking to establish a contract with a qualified licensed environmental laboratory to provide analytical services for water and wastewater. The term of any resulting contract shall be for three (3) years with no provision for cost adjustment. By mutual agreement the parties may agree to renew for two (2) additional one (1) year terms.

In order to conduct environmental testing and analysis as requested by the CITY for purposes of compliance with EPA, Safe Drinking Water Act, Clean Water Act, Arizona Department of Water Resources, Aquifer Protection Permits, Reclaimed Water Permits, Industrial Pretreatment Program and special projects, the SERVICE PROVIDER shall provide the following services in their bid.

1.2 Sample Containers

SERVICE PROVIDER shall provide all the necessary new or certified-clean sample bottles and sample labels as required to perform field sampling. SERVICE PROVIDER shall add reagent grade preservatives to the appropriate sampling container prior to field sampling. SERVICE PROVIDER shall pre-label sample containers identifying the analyses types requested and preservatives used. The sample label information provided by CITY shall correspond to information contained in the chain of custody forms and shall include: CITY name, the analyses requested, the sample ID number, the date and time the sample was taken, the location of field sampling, and the name or initials of the sampler. SERVICE PROVIDER shall supply any necessary trip blanks. SERVICE PROVIDER shall subject all supply bottles and/or containers to a Quality Assurance and Quality Control program and shall conduct a testing program on sample bottles and/or containers.

1.3 Chain of Custody

SERVICE PROVIDER shall provide chain of custody forms and chain of custody seals for bottles and coolers and one chain of custody form shall accompany each sample set. SERVICE PROVIDER shall include a copy of the completed chain of custody for each sample set at the end of each individual analyses report. SERVICE PROVIDER and any CITY approved SUB-CONTRACT SERVICE PROVIDER shall utilize standard EPA chain of custody procedures, as documented in National Enforcement Investigations Center Policies and Procedures Manual, revised in May, 1986 and amendments thereto, and the National Enforcement Investigations Center Manual For The Evidence Audit, published in September, 1981, and amendments thereto.

1.4 Transportation

SERVICE PROVIDER shall provide delivery of containers for samples and shipping to the CITY SAMPLING FACILITY within forty-eight (48) hours after CITY'S request. **Return transportation of field samples based on unit cost per trip from the CITY SAMPLING FACILITY may be included in the bid package. BID shall be for pick up of field samples as needed within twenty-four (24) hours of CITY'S request, Monday through Friday, generally between the hours of 7:00 a.m. and 4:00 p.m.** In order to meet the hold time for fecal coliform, arrangements must be made for sample pick up and preparation within a two (2) hour window.

1.5 Sample Control

SERVICE PROVIDER shall report any sample or trip blank received in unacceptable condition, or rendered unacceptable for analyses to the CITY SAMPLING FACILITY within twenty- four (24) hours of loss of sample.

CITY reserves the right to recover cost of re-sampling due to SERVICE PROVIDER error or failure to maintain sample integrity. Re-sampling required due to error or failure to maintain sample integrity at the laboratory shall be billed to SERVICE PROVIDER at the CITY'S cost of sampling. Trip blanks rendered unacceptable while in the possession of the laboratory shall result in a fifty percent (50%) reduction in the analysis fee for the accompanying field samples.

1.6 Laboratory Services and Analytical Requirements

- A. SERVICE PROVIDER shall use current EPA and Arizona Department of Health Services approved test methods for all drinking water and wastewater analyses. SERVICE PROVIDER shall meet detection limits required by Local, State, and Federal regulations.
- B. SERVICE PROVIDER shall conduct all quality control tests and checks for precision, accuracy and control of method on a ten percent (10%) basis, or as specified by method, or per batch if less than ten (10) samples are submitted. SERVICE PROVIDER and any SUB-CONTRACT SERVICE PROVIDER shall use CITY of PRESCOTT samples designated for QC duplicate, trip blank, and matrix spike purposes. SERVICE PROVIDER shall provide as part of the quality control all QC data results as a Level 2 report.
- C. SERVICE PROVIDER shall communicate a full description of any anticipated or realized problem areas to the CITY SAMPLING FACILITY prior to analysis of any sample so that appropriate corrective action can be coordinated. SERVICE PROVIDER shall immediately communicate, via telephone or e-mail, analytical or sample problems encountered subsequent to the analysis of any sample to the CITY SAMPLING FACILITY, followed by written communication with the sample results. SERVICE PROVIDER shall immediately communicate, via telephone or e-mail, results indicating exceedance of SDWA MCL's and/or triggers and/or Permit limits to the CITY SAMPLING FACILITY, followed by written communication with the sample results. SERVICE PROVIDER shall designate all verbal and written notification about results that are not final as "preliminary" and document QA/QC issues as appropriate. Samples analyzed outside of the specified QA/QC without prior consent by CITY shall not be invoiced and paid under this Agreement.

1.7 Holding Times

The SERVICE PROVIDER shall notify the CITY SAMPLING FACILITY immediately on discovery that holding time(s) have been exceeded so that re-sampling can take place. The CITY will make a decision on analysis of such samples upon notification. CITY reserves the right to recover cost of re-sampling due to SERVICE PROVIDER failing to meet sample holding times, provided that SERVICE PROVIDER has had possession of the sample for at least 50% of the sample holding time. The exception to this would be in the case of coliform samples where SERVICE PROVIDER will not be liable if SERVICE PROVIDER was not notified in reasonable time for sample pick up or if the holding time exceedance was caused by City provided transportation. Re-sampling will be billed to SERVICE PROVIDER at the CITY'S cost of sampling.

1.8 Written Reporting of Analysis Results

SERVICE PROVIDER shall submit computer generated final reports for drinking water, surface water, groundwater and wastewater sample results to the CITY SAMPLING FACILITY within fourteen (14) calendar days of SERVICE PROVIDERS receipt of each sample.

At times, twenty-four (24) hour Priority Sample Analysis may be required. SERVICE PROVIDER shall submit computer generated final reports for any Priority results to the CITY SAMPLING FACILITY within two (2) working days of the Analysis.

SERVICE PROVIDER shall report all quality control tests and checks used to prepare each sample, including all reporting levels, method references, date of sample receipt, date of analysis, dilutions, duplicates and matrix spike results, blanks, MS/MSD, reagent blank and trip blank results for each applicable analyte requested.

SERVICE PROVIDER shall insure that all subcontracted results are easily cross-referenced to samples submitted to SERVICE PROVIDER and at a minimum, shall include the following:

- A. Cover letter, including a listing of any SUB-CONTRACT SERVICE PROVIDER used and any problems encountered during sample analysis.
- B. Analysis results including all QA/QC, compounds analyzed, method reporting levels, date of analysis, analyst, and analysis method.
- C. Original SUB-CONTRACT SERVICE PROVIDER analysis results including all QA/QC, compounds analyzed, method detection limits, and analysis method.
- D. Chain of custody as submitted, plus SUB-CONTRACT SERVICE PROVIDERS chain of custody, if applicable.
- E. Data from analyses of samples collected for compliance with the Safe Drinking Water Act and under the applicable Arizona Department of Environmental Quality (ADEQ) Drinking Water rules shall be submitted on the appropriate ADEQ forms (these forms shall be completed in full) in addition to SERVICE PROVIDERS standard reporting form.

SERVICE PROVIDER shall be responsible for written communication of any miscalculation or error in analytical results to the CITY SAMPLING FACILITY. SERVICE PROVIDER shall re-issue at their expense, corrected hard copies and computer electronic copies as necessary. SERVICE PROVIDER shall label all reissued reports "revised" and include an explanation of the revision in the cover letter. These errors include, but are not limited to; operator error, equipment malfunction, exceeding holding time, out of control results or any other quality control exception, and laboratory contamination in ambient air, glassware, standards, reagents, or equipment that could impact the quality or validity of the analytical results. CITY reserves the right to recover the cost of re-sampling due to SERVICE PROVIDER miscalculation or error in the analytical results.

CITY reserves the right to enforce penalties for late sample results. An eight percent (8%) penalty for the first day and a five percent (5%) penalty each day thereafter per report will be charged to SERVICE PROVIDER for each calendar day that delivery of the written report(s) and/or electronic data exceed the above specified delivery times. SERVICE PROVIDER shall be liable for penalties for all late analyses, including subcontracted analyses. Fines or penalties levied against CITY by the State or Federal government due to late submittal of analysis results due to SERVICE PROVIDER exceeding the above specified delivery times, shall be paid by SERVICE PROVIDER.

1.9 Electronic Transfer of Reporting Results

SERVICE PROVIDER shall issue electronic laboratory results to the CITY within 24 hours of the analysis completion and a hard copy of the reports within the time specified in section 1.8. The submittal of electronic data is not intended to be a substitute for the requirement of hard copy reports.

SERVICE PROVIDER shall supply the electronic data in a format compatible with existing CITY software as desired by CITY.

SERVICE PROVIDER shall be responsible for verification that electronic data is not duplicated. SERVICE PROVIDER shall maintain an electronic or a hard copy list of sample reports issued for review by the CITY. This list shall include the CITY Chain of Custody ID Number (City of Prescott ID), the laboratory accession number (Accession ID), and the date sample data was issued. Should duplicate data be received, the cost to remove the duplicated data will be calculated using the applicable charge out rate. Any charge for this duplicate removal will be used as a credit toward the laboratory invoices issued by the SERVICE PROVIDER at the CITY'S cost plus \$100.

SERVICE PROVIDER Capability and Capacity

During the term of this Contract, SERVICE PROVIDER shall maintain the necessary capability and capacity to provide the specified laboratory services within the required turnaround times.

1.10 State of Arizona Certification/Environmental Protection Agency Approvals

SERVICE PROVIDER and all SUB-CONTRACT SERVICE PROVIDER must be licensed by the State of Arizona, Arizona Department of Health Services (ADHS), Office of Lab Licensure or Environmental Protection Agency (EPA), for all requested analysis for the duration of the Contract. SERVICE PROVIDER shall meet the laboratory licensure requirements as stipulated in the Arizona Administrative Code Title 9, Chapter 14 Article 6.

SERVICE PROVIDER shall provide to CITY notification of any change of license status, censure, fine, revocation, or any investigation by any certification agency, especially the ADHS or EPA, within 24 hours of notification.

SERVICE PROVIDER and all SUB-CONTRACT SERVICE PROVIDER must demonstrate continuing satisfactory performance by proficiency testing.

1.11 Proficiency Samples

CITY may submit proficiency samples (blind, double blind, or otherwise) to the SERVICE PROVIDER as part of the regular sampling and QC procedures.

SERVICE PROVIDER shall submit a QA/QC report on deficiencies and corrections associated with the proficiency samples on an individual sampling period basis.

SERVICE PROVIDER may be required to analyze a second set of proficiency samples at their cost should they fail to analyze the initial set within acceptable QA/QC limits.

Failure of the SERVICE PROVIDER to analyze and report results within acceptable QA/QC limits can result in cancellation of this contract.

1.12 Disposal

SERVICE PROVIDER shall comply with all Federal, State, and local regulations for disposal of samples and associated laboratory hazardous waste.

1.13 Annual Estimated Drinking Water Tests

Estimated Water Analysis

Parameter	Units	Sampling Frequency	Annual Quantity
Colilert		Weekly	800
ph		Annual	2
Nitrate as N	mg/l	Annual	24
Sulfate	mg/l	60 mo	24
Organic Compounds Group	mg/l	36 mo	12

Arsenic	ug/l	Monthly	120
TTHM Stage 2	mg/l	Annual	24
VOC Group	mg/l	36 mo	12
Copper	mg/l	Annual	12
Lead	ug/l	Annual	12
Total Hardness	mg/l	Monthly	20
Gros Alpha	pCi/l	36 mo	12
Radium 226	pCi/l	36 mo	12
Radium 228	pCi/l	36 mo	12
Total Radium	pCi/l	36 mo	12
Uranium	ug/l	36 mo	12
HAA 5	ug/l	Annual	24
EPA 100.1 Group		36 mo	12
EPA 504.1 Group		36 mo	12
EPA 515.3 Group		36 mo	12
EPA 525.2 Group		36 mo	12
EPA 547 Group		36 mo	12
EPA 548.1 Group		36 mo	12
EPA 549.2 Group		36 mo	12
EPA 1613 - Tetras		36 mo	12
EPA 527		60 mo	12
EPA 529		60 mo	12

1.14 Annual Wastewater Aquifer Protection Permit Requirements

AIRPORT WRF ROUTINE DISCHARGE MONITORING

Parameter	AL	DL	Units	Sampling Frequency	Annual Quantity
Total Nitrogen	8.0	10.0	mg/l	Monthly	12
Nitrate-Nitrite as N	8.0	10.0	mg/l	Monthly	12
Total Kjeldahl Nitrogen (TKN)	8.0	10.0	mg/l	Monthly	12
Metals (Total)					
Antimony	0.0048	0.006	mg/l	Quarterly	4
Arsenic	0.04	0.05	mg/l	Quarterly	4
Barium	1.60	2.00	mg/l	Quarterly	4
Beryllium	0.0032	0.004	mg/l	Quarterly	4
Cadmium	0.004	0.005	mg/l	Quarterly	4
Chromium	0.08	0.1	mg/l	Quarterly	4
Cyanide (free)	0.16	0.2	mg/l	Quarterly	4
Fluoride	3.2	4.0	mg/l	Quarterly	4
Lead	0.04	0.05	mg/l	Quarterly	4
Mercury	0.0016	0.002	mg/l	Quarterly	4
Nickel	0.08	0.1	mg/l	Quarterly	4
Selenium	0.04	0.05	mg/l	Quarterly	4
Thallium	0.0016	0.002	mg/l	Quarterly	4

Volatile and Semi-Volatile Organic Compounds (VOCs and SVOCs)					
Benzene	0.004	0.005	mg/l	Semi-Annually	2
Carbon tetrachloride	0.004	0.005	mg/l	Semi-Annually	2
o-Dichlorobenzene	0.48	0.6	mg/l	Semi-Annually	2
para-Dichlorobenzene	0.06	0.075	mg/l	Semi-Annually	2
1,2-Dichloroethane	0.004	0.005	mg/l	Semi-Annually	2
1,1-Dichloroethylene	0.0056	0.007	mg/l	Semi-Annually	2
cis-1,2-Dichloroethylene	0.056	0.07	mg/l	Semi-Annually	2
trans-1,2-Dichloroethylene	0.08	0.1	mg/l	Semi-Annually	2
Dichloromethane	0.004	0.005	mg/l	Semi-Annually	2
1,2-Dichloropropane	0.004	0.005	mg/l	Semi-Annually	2
Ethylbenzene	0.56	0.7	mg/l	Semi-Annually	2
Hexachlorobenzene	0.0008	0.001	mg/l	Semi-Annually	2
Hexachlorocyclopentadiene	0.04	0.05	mg/l	Semi-Annually	2
Monochlorobenzene	0.08	0.1	mg/l	Semi-Annually	2
Styrene	0.08	0.1	mg/l	Semi-Annually	2
Tetrachloroethylene	0.004	0.005	mg/l	Semi-Annually	2
Toluene	0.8	1.0	mg/l	Semi-Annually	2
Trihalomethanes (total)	0.08	0.1	mg/l	Semi-Annually	2
1,1,1-Trichloroethane	0.16	0.2	mg/l	Semi-Annually	2
1,2,4 - Trichlorobenzene	0.056	0.07	mg/l	Semi-Annually	2
1,1,2 - Trichloroethane	0.004	0.005	mg/l	Semi-Annually	2
Trichloroethylene	0.004	0.005	mg/l	Semi-Annually	2
Vinyl Chloride	0.0016	0.002	mg/l	Semi-Annually	2
Xylenes (total)	8.0	10.0	mg/l	Semi-Annually	2

AIRPORT WRF ROUTINE DISCHARGE MONITORING (continued)

Parameter	AL	DL	Units	Sampling Frequency	Annual Quantity
Indicator Major Cations/Anions					
Iron	Monitor	Monitor	mg/l	Annually	1
Manganese	Monitor	Monitor	mg/l	Annually	1
Total Organic Carbon	Monitor	Monitor	mg/l	Annually	1
Total Dissolved Solids	Monitor	Monitor	mg/l	Annually	1
Sodium	Monitor	Monitor	mg/l	Annually	1
Potassium	Monitor	Monitor	mg/l	Annually	1
Calcium	Monitor	Monitor	mg/l	Annually	1
Magnesium	Monitor	Monitor	mg/l	Annually	1
Chloride	Monitor	Monitor	mg/l	Annually	1
Sulfate	Monitor	Monitor	mg/l	Annually	1
Alkalinity	Monitor	Monitor	mg/l	Annually	1

SUNDOG WWTP ROUTINE DISCHARGE MONITORING

Parameter	AL	DL	Units	Sampling Frequency	Annual Quantity
Total Nitrogen	8.0	10.0	mg/L	Monthly	12
Nitrate-Nitrite as N	Reserved	Reserved	mg/L	Monthly	12
Total Kjeldahl Nitrogen (TKN)	Reserved	Reserved	mg/L	Monthly	12
Metals					
Antimony	0.0048	0.006	mg/L	Quarterly	4
Arsenic	0.04	0.05	mg/L	Quarterly	4
Barium	1.60	2.00	mg/L	Quarterly	4
Beryllium	0.0032	0.004	mg/L	Quarterly	4
Cadmium	0.004	0.005	mg/L	Quarterly	4
Chromium	0.08	0.1	mg/L	Quarterly	4
Cyanide (As free cyanide)	0.16	0.2	mg/L	Quarterly	4
Fluoride	3.2	4.0	mg/L	Quarterly	4
Lead	0.04	0.05	mg/L	Quarterly	4
Mercury	0.0016	0.002	mg/L	Quarterly	4
Nickel	0.08	0.1	mg/L	Quarterly	4
Selenium	0.04	0.05	mg/L	Quarterly	4
Thallium	0.0016	0.002	mg/L	Quarterly	4
Volatile and Semi-Volatile Organic Compounds (VOCs and SVOCs)					
Benzene	0.004	0.005	mg/L	Quarterly	4
Carbon Tetrachloride	0.004	0.005	mg/L	Quarterly	4
o-Dichlorobenzene	0.48	0.6	mg/L	Quarterly	4
para-Dichlorobenzene	0.06	0.075	mg/L	Quarterly	4
1,2-Dichloroethane	0.004	0.005	mg/L	Quarterly	4
1,1-Dichloroethylene	0.0056	.007	mg/L	Quarterly	4
cis-1,2-Dichloroethylene	0.05	0.07	mg/L	Quarterly	4
trans-1,2-Dichloroethylene	0.08	0.1	mg/L	Quarterly	4
Dichloromethane	0.004	0.005	mg/L	Quarterly	4
1,2-Dichloropropane	0.004	0.005	mg/L	Quarterly	4
Ethylbenzene	0.56	0.7	mg/L	Quarterly	4

Volatile Organic Compounds (continued)					
Monochlorobenzene	0.08	0.1	mg/L	Quarterly	4
Styrene	0.08	0.1	mg/L	Quarterly	4
Tetrachloroethylene	0.004	0.005	mg/L	Quarterly	4
Toluene	0.8	1.0	mg/L	Quarterly	4
Trihalomethanes (total)	0.08	0.1	mg/L	Quarterly	4
1,1,1-Trichloroethane	0.16	0.2	mg/L	Quarterly	4
1,2,4-Trichlorobenzene	0.056	0.07	mg/L	Quarterly	4
1,1,2-Trichloroethane	0.004	0.005	mg/L	Quarterly	4
Trichloroethylene	0.004	0.005	mg/L	Quarterly	4
Vinyl Chloride	0.0016	0.002	mg/L	Quarterly	4
Xylenes (total)	8.0	10.0	mg/L	Quarterly	4

1.15 Groundwater Monitoring Permit Requirements

AIRPORT WRF GROUNDWATER MONITORING

Parameter	AL	AQL	Units	Sampling Frequency	Annual Quantity
Total Nitrogen	8.0	10.0	mg/l	Monthly	24
Nitrate-Nitrite as N	8.0	10.0	mg/l	Monthly	24
Nitrate as N	8.0	10.0	mg/l	Monthly	24
Nitrite as N	8.0	10.0	mg/l	Monthly	24
Total Kjeldahl Nitrogen (TKN)	Not Established	Not Established	mg/l	Monthly	24
Total Coliform	Absence	Absence	P/A	Monthly	24
Metals (Total)					
Antimony	0.0048	0.006	mg/l	Quarterly	8
Arsenic	0.04	0.05	mg/l	Quarterly	8
Barium	1.60	2.00	mg/l	Quarterly	8
Beryllium	0.0032	0.004	mg/l	Quarterly	8
Cadmium	0.004	0.005	mg/l	Quarterly	8
Chromium	0.08	0.1	mg/l	Quarterly	8
Cyanide (free)	0.16	0.2	mg/l	Quarterly	8
Fluoride	3.2	4.0	mg/l	Quarterly	8
Lead	0.04	0.05	mg/l	Quarterly	8
Mercury	0.0016	0.002	mg/l	Quarterly	8
Nickel	0.08	0.1	mg/l	Quarterly	8
Selenium	0.04	0.05	mg/l	Quarterly	8
Thallium	0.0016	0.002	mg/l	Quarterly	8

AIRPORT WRF GROUNDWATER MONITORING (CONTINUED)

Parameter	AL	AQL	Units	Sampling Frequency	Annual Quantity
Volatiles and Semi-Volatile Organic Compounds (VOCs and SVOCs)					
Benzene	0.004	0.005	mg/l	Quarterly	8
Carbon tetrachloride	0.004	0.005	mg/l	Quarterly	8
o-Dichlorobenzene	0.48	0.6	mg/l	Quarterly	8
para-Dichlorobenzene	0.06	0.075	mg/l	Quarterly	8
1,2-Dichloroethane	0.004	0.005	mg/l	Quarterly	8
1,1-Dichloroethylene	0.0056	0.007	mg/l	Quarterly	8
cis-1,2-Dichloroethylene	0.056	0.07	mg/l	Quarterly	8
trans-1,2-Dichloroethylene	0.08	0.1	mg/l	Quarterly	8
Dichloromethane	0.004	0.005	mg/l	Quarterly	8
1,2-Dichloropropane	0.004	0.005	mg/l	Quarterly	8
Ethylbenzene	0.56	0.7	mg/l	Quarterly	8
Hexachlorobenzene	0.0008	0.001	mg/l	Quarterly	8
Hexachlorocyclopentadiene	0.04	0.05	mg/l	Quarterly	8
Monochlorobenzene	0.08	0.1	mg/l	Quarterly	8
Styrene	0.08	0.1	mg/l	Quarterly	8
Tetrachloroethylene	0.004	0.005	mg/l	Quarterly	8
Toluene	0.8	1.0	mg/l	Quarterly	8
Trihalomethanes (total)	0.08	0.1	mg/l	Quarterly	8
1,1,1-Trichloroethane	0.16	0.2	mg/l	Quarterly	8
1,2,4 - Trichlorobenzene	0.056	0.07	mg/l	Quarterly	8
1,1,2 - Trichloroethane	0.004	0.005	mg/l	Quarterly	8
Trichloroethylene	0.004	0.005	mg/l	Quarterly	8
Vinyl Chloride	0.0016	0.002	mg/l	Quarterly	8
Xylenes (total)	8.0	10.0	mg/l	Quarterly	8

AIRPORT WRF GROUNDWATER MONITORING (CONTINUED)

Parameter	AL	AQL	Units	Sampling Frequency	Annual Quantity
Indicator Major Cations/Anions					
Iron	Monitor	Monitor	mg/l	Annually	1
Manganese	Monitor	Monitor	mg/l	Annually	1
Total Organic Carbon	Monitor	Monitor	mg/l	Annually	1
Total Dissolved Solids	Monitor	Monitor	mg/l	Annually	1
Sodium	Monitor	Monitor	mg/l	Annually	1
Potassium	Monitor	Monitor	mg/l	Annually	1
Calcium	Monitor	Monitor	mg/l	Annually	1
Magnesium	Monitor	Monitor	mg/l	Annually	1
Chloride	Monitor	Monitor	mg/l	Annually	1
Sulfate	Monitor	Monitor	mg/l	Annually	1
Alkalinity	Monitor	Monitor	mg/l	Annually	1

1.16 Source Water Quality Requirements

SOURCE WATER QUALITY MONITORING

Parameter	Alert Limit	OPL (mg/L)	Sampling Frequency	Annual Quantity
Inorganics				
Alkalinity	Reserved	Reserved	Semi-Annually	2
Ammonia	Reserved	Reserved	Semi-Annually	2
Boron	Reserved	Reserved	Semi-Annually	2
Calcium	Reserved	Reserved	Semi-Annually	2
Chloride	Reserved	Reserved	Semi-Annually	2
Fluoride	Reserved	4.0	Semi-Annually	2
Nitrate (as N)	Reserved	10.0	Semi-Annually	2
Nitrite (as N)	Reserved	1.0	Semi-Annually	2
Nitrate and Nitrite (as N)	Reserved	10.0	Semi-Annually	2
Potassium	Reserved	Reserved	Semi-Annually	2
Sodium	Reserved	Reserved	Semi-Annually	2
Sulfate	Reserved	Reserved	Semi-Annually	2
Total Dissolved Solids	Reserved	Reserved	Semi-Annually	2
Trace Metals				
Antimony	Reserved	0.006	Semi-Annually	2
Arsenic	Reserved	0.05	Semi-Annually	2
Barium	Reserved	2	Semi-Annually	2
Beryllium	Reserved	0.004	Semi-Annually	2
Cadmium	Reserved	0.005	Semi-Annually	2
Chromium	Reserved	0.1	Semi-Annually	2
Copper	Reserved	Reserved	Semi-Annually	2
Iron	Reserved	Reserved	Semi-Annually	2
Lead	Reserved	0.05	Semi-Annually	2
Magnesium	Reserved	Reserved	Semi-Annually	2
Manganese	Reserved	Reserved	Semi-Annually	2
Mercury	Reserved	0.002	Semi-Annually	2
Nickel	Reserved	0.1	Semi-Annually	2
Selenium	Reserved	0.05	Semi-Annually	2
Thallium	Reserved	0.002	Semi-Annually	2
Zinc	Reserved	Reserved	Semi-Annually	2

Parameter	AL	AWQS	Units	Sampling Frequency	Annual Quantity
Volatile and Semi-Volatile Organic Compounds (VOCs and SVOCs)					
Benzene	Reserved	0.005	mg/l	Annually	1
Benzo(a)pyrene	Reserved	0.0002	mg/l	Annually	1
Carbon tetrachloride	Reserved	0.005	mg/l	Annually	1
o-Dichlorobenzene	Reserved	0.6	mg/l	Annually	1
para-Dichlorobenzene	Reserved	0.075	mg/l	Annually	1
1,2-Dichloroethane	Reserved	0.005	mg/l	Annually	1
1,1-Dichloroethylene	Reserved	0.007	mg/l	Annually	1
cis-1,2-Dichloroethylene	Reserved	0.07	mg/l	Annually	1
trans-1,2-Dichloroethylene	Reserved	0.1	mg/l	Annually	1
Dichloromethane	Reserved	0.005	mg/l	Annually	1
1,2-Dichloropropane	Reserved	0.005	mg/l	Annually	1
Ethylbenzene	Reserved	0.7	mg/l	Annually	1
Ethylene Dibromide	Reserved	0.00005	mg/l	Annually	1
Hexachlorobenzene	Reserved	0.001	mg/l	Annually	1
Hexachlorocyclopentadiene	Reserved	0.05	mg/l	Annually	1
Monochlorobenzene	Reserved	0.1	mg/l	Annually	1
Polychlorinated biphenyls	Reserved	0.0005	mg/l	Annually	1
Styrene	Reserved	0.1	mg/l	Annually	1
Tetrachloroethylene	Reserved	0.005	mg/l	Annually	1
Toluene	Reserved	1.0	mg/l	Annually	1
1,1,1-Trichloroethane	Reserved	0.2	mg/l	Annually	1
1,2,4 - Trichlorobenzene	Reserved	0.07	mg/l	Annually	1
1,1,2 - Trichloroethane	Reserved	0.005	mg/l	Annually	1
Trichloroethylene	Reserved	0.005	mg/l	Annually	1
Trihalomethanes (Total)	Reserved	0.1	mg/l	Annually	1
Vinyl Chloride	Reserved	0.002	mg/l	Annually	1
Xylenes (total)	Reserved	10.0	mg/l	Annually	1

Parameter	AL	AWQS	Units	Sampling Frequency	Annual Quantity
Herbicides and Pesticides					
Alachlor	Reserved	0.002	mg/l	Annually	1
Altrazine	Reserved	0.003	mg/l	Annually	1
Carbofuran	Reserved	0.04	mg/l	Annually	1
Chlordane	Reserved	0.002	mg/l	Annually	1
Dalapon	Reserved	0.02	mg/l	Annually	1
2,4-Dichlorophenoxyacetic Acid	Reserved	0.07	mg/l	Annually	1
Dinoseb	Reserved	0.007	mg/l	Annually	1
Diquat	Reserved	0.02	mg/l	Annually	1
Endothall	Reserved	0.1	mg/l	Annually	1
Endrin	Reserved	0.002	mg/l	Annually	1
Glyphosate	Reserved	0.7	mg/l	Annually	1
Heptachlor	Reserved	0.0004	mg/l	Annually	1
Heptachlor Epoxide	Reserved	0.0002	mg/l	Annually	1
Lindane	Reserved	0.0002	mg/l	Annually	1
Methoxychlor	Reserved	0.04	mg/l	Annually	1
Oxamyl	Reserved	0.2	mg/l	Annually	1
Pentachlorophenol	Reserved	0.001	mg/l	Annually	1
Picloram	Reserved	0.5	mg/l	Annually	1
Simazine	Reserved	0.004	mg/l	Annually	1
Toxaphene	Reserved	0.003	mg/l	Annually	1
2,4,5-Trichlorophenoxypropionic Acid	Reserved	0.05	mg/l	Annually	1

1.17 Biosolids Monitoring Requirements

AIRPORT WRF BIOSOLIDS TCLP

Parameter	AL	AQL	Units	Sampling Frequency	Annual Quantity
TCLP (Metals)	N/A	N/A	mg/kg	Yearly	1

SUNDOG WWTP BIOSOLIDS

Parameter	Alert Limit	Discharge Limit	Units	Sampling Frequency	Annual Quantity
Aluminum	Reserved	Reserved	mg/kg	Quarterly	4
Cadmium	Reserved	Reserved	mg/kg	Quarterly	4
Calcium	Reserved	Reserved	mg/kg	Quarterly	4
Chromium	Reserved	Reserved	mg/kg	Quarterly	4
Copper	Reserved	Reserved	mg/kg	Quarterly	4
Iron	Reserved	Reserved	mg/kg	Quarterly	4
Magnesium	Reserved	Reserved	mg/kg	Quarterly	4
Manganese	Reserved	Reserved	mg/kg	Quarterly	4
Mercury	Reserved	Reserved	mg/kg	Quarterly	4
Molybdenum	Reserved	Reserved	mg/kg	Quarterly	4
Nickel	Reserved	Reserved	mg/kg	Quarterly	4
Potassium	Reserved	Reserved	mg/kg	Quarterly	4
Selenium	Reserved	Reserved	mg/kg	Quarterly	4
Sodium	Reserved	Reserved	mg/kg	Quarterly	4
Zinc	Reserved	Reserved	mg/kg	Quarterly	4
Percent Solids	Reserved	Reserved	%x wt	Quarterly	4
Ammonia-N	Reserved	Reserved	mg/kg	Quarterly	4
Nitrate-N	Reserved	Reserved	mg/kg	Quarterly	4
Nitrite-N	Reserved	Reserved	mg/kg	Quarterly	4
Nitrogen-Total	Reserved	Reserved	mg/kg	Quarterly	4
Phosphorous-Total (P)	Reserved	Reserved	mg/kg	Quarterly	4
Total Kjeldahl Nitrogen	Reserved	Reserved	mg/kg	Quarterly	4
pH	Reserved	Reserved	pH	Quarterly	4
Temperature-Deg C	Reserved	Reserved	deg C	Quarterly	4
Nitrogen-Organic	Reserved	Reserved	mg/kg	Quarterly	4
Aroclor 1016	Reserved	Reserved	mg/kg	Quarterly	4
Aroclor 1221	Reserved	Reserved	mg/kg	Quarterly	4
Aroclor 1232	Reserved	Reserved	mg/kg	Quarterly	4
Aroclor 1242	Reserved	Reserved	mg/kg	Quarterly	4
Aroclor 1248	Reserved	Reserved	mg/kg	Quarterly	4
Aroclor 1254	Reserved	Reserved	mg/kg	Quarterly	4
Aroclor 1260	Reserved	Reserved	mg/kg	Quarterly	4

2.0 Solicitation Process Requirements

2.1 Communications with the City:

All communications regarding this solicitation must be directed in writing to the Contract Specialist. Unless authorized by the Public Works Director, 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 Contract Specialist for this solicitation. Failure to observe this requirement may be grounds for rejection of Bidder's bid. The CITY'S contact for this solicitation is:

Erika Laster, Contract Specialist
City of Prescott
Public Works Department
Fax: 928-771-5929
E-mail: erika.laster@prescott-az.gov

2.2 Schedule

2.2.1 Solicitation Advertisement
Sunday, March 27, 2016 and Sunday, April 3, 2016

2.2.2 Deadline for Questions and Requests for Addenda
Friday, April 1, 2016 COB

2.2.3 Deadline for Issuance of Addenda via fax or e-mail
Friday, April 8, 2016 COB

2.2.4 Bids Due
Thursday, April 14, 2016 at 2:00 pm

City of Prescott City Clerk's Office
201 South Cortez Street
Prescott, AZ 86301

2.2.5 Bid Opening
Thursday, April 14, 2016 at 2:00 pm

City of Prescott City Clerk's Office
Council Chambers
201 South Cortez Street
Prescott, AZ 86301

2.3 Questions and Requests for Addenda

Bidders who have questions about or suggestions for changes to this solicitation may direct them to the CITY'S Contact in writing by fax or email. Questions and requests for addenda must be received by the CITY'S Contact no later than the date and time listed in Section 2.2. Questions received after this time will not be considered or answered. Failure by a Bidder to request clarification of any inadequacy, omission or conflict shall not relieve the Bidder of the responsibility of being in compliance with the solicitation.

2.4 City Answers and Addenda

Changes to this solicitation will be made only by addenda issued by the CITY'S Contact. It is the bidder's responsibility to check for any addenda prior to submitting a bid. All addenda issued by the City shall become a part of the specifications of this solicitation, and will be made part of the resulting agreement.

2.5 Delivery of Bids

Sealed bids must be received at the Office of the City Clerk no later than the date and time listed in Section 2.2. The bids will be opened and read publicly in the Council Chambers at that time.

The bid should be addressed to:

Public Works Director
C/O the City Clerk's Office
201 South Cortez Street
Prescott, AZ 86301

Bidder shall enclose bid in a sealed envelope. The envelope should identify the Bidder's name, mailing address, Title (Water and Wastewater Analytical Services Contract), and the time and date of opening. The City shall not consider late bids, telegraphic (fax) or telephone bids. Bidder is solely responsible for ensuring that bids are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for receipt of bids. Bids received after the deadline will be returned unopened.

2.6 Award of Multiple Bids

In order to assure that any ensuing contracts will allow CITY to fulfill current and further requirements, CITY reserves the right to award Contracts to more than one laboratory. The actual utilization of any contract will be at the sole discretion of CITY. The fact that CITY may make multiple awards should be taken into consideration by each Bidder.

2.7 Cost of Bids

The City shall be not be liable for any costs incurred by Bidder in the preparation and submittal of a bid(s) in response to the solicitation or in the participation of any part of the acquisition process.

2.8 Errors in Bids

Bidder is responsible for all errors or omission in their bids, and any such errors or omission will not serve to diminish their obligations to the City.

2.9 Withdrawal of Bids

A bid may be withdrawn by written request of the Bidder prior to the bid due date and time listed in Section 2.2. No bid may be withdrawn for a period of 120 calendar days after the bid due date and time.

2.10 Changes in Bids

Prior to the bid due date and time listed in Section 2.2, a Bidder may make changes to its bid provided the change is initialed and dated by the Bidder. Corrections and/or modifications received after the closing time specified will not be accepted.

2.11 Rejection of Bids:

The City reserves the right to reject any and all bids and to waive any immaterial defects and irregularities in bids.

2.12 Disposition of Bids

All materials submitted in response to the solicitation, including samples, shall become the property of the City upon delivery to the City.

2.13 Incorporation of Solicitation and Response in Agreement

This solicitation, including all attachments and addenda, and all promises, warranties, commitments and representations in the successful bid shall be binding and shall become obligations of the agreement.

2.14 Protests

Any protest of a notice that a bid is non-responsive must be filed by 5:00 p.m. on the third business day after such notification. All such protests shall be in writing, contain a complete statement of the grounds for protest, and be filed with the Contracts Specialist, 433 N. Virginia St., Prescott, AZ 86301, FAX 928-771-5929. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that

corrective action could be taken prior to the selection of the Apparent Successful Bidder(s). The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other bidder.

2.15 Bid Submittal

Bid must be sealed and the envelope must clearly indicate the information as described in Section 2.5. Bidder must fully complete and submit the following documents:

- Bid Form A – Bidder Response Cover Sheet
- Bid Form B – Price Sheet
- Bid Form C – Bid Certification
- Bid Form D – Non-Collusion Certificate
- Bid Form E – Certificate of Ownership
- Bid Form F – Bidder Qualifications, Representations and Warranties

3.0 General Contract Terms and Conditions

- 3.1. Contract Term: The term of any resulting contract shall be for three (2) years with an opportunity to renew for two (2) additional one (1) year terms with a cost adjustment no greater than 3% based on the preceding 12 month CPI. Renewals may be executed when service provider has provided high quality service with demonstrated cost containment efforts.
- 3.2. Consumer Price Index (CPI): 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 effect the unit bid price, the BIDDER would have the right to request a renegotiation in its unit bid price. Adjustments may be made in the unit bid price in accordance with the United States Consumer Price Index, not to exceed three (3) percent upwards or downwards per year.
- 3.3. Sample Quantities: The quantities shown in sections 1.13 through 1.17 are sample requirements based on current permit conditions and are subject to change. The City reserves the right to increase or decrease the quantities listed.
- 3.4. Entire Agreement: This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the SERVICE PROVIDER. The CITY'S Request for Bid (RFB), all addenda to the RFB, and the SERVICE PROVIDERS response to the RFB are explicitly included in this contract. Where there is any conflict among or between any of these documents, the controlling document shall be the first listed in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the CITY'S RFB; the CITY'S RFB; and the SERVICE PROVIDERS response to the RFB.
- 3.5. Term: The term of this Contract shall commence on the date the CITY'S Purchasing Agent signs the same and shall expire as stated within the Contract.
- 3.6. Schedule: Unless the CITY'S Purchasing Agent requests a change in schedule, the SERVICE PROVIDER shall deliver the items or render the services as stated in the Contract. At the CITY'S option, the SERVICE PROVIDERS failure to timely deliver or perform may require expedited shipping at the SERVICE PROVIDERS expense, or may be cause for termination of the Contract and the return of all or part of the items at the SERVICE PROVIDERS expense. If the SERVICE PROVIDER anticipates difficulty in meeting the schedule, the SERVICE PROVIDER shall promptly notify the CITY'S Purchasing Agent of such difficulty and the length of the anticipated delay.
- 3.7. Payment: Invoices will be paid according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the CITY'S receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. No payment shall be due prior to the CITY'S receipt and acceptance of the items identified in the invoice therefore.

- 3.8. Unlawful Overcharges: The SERVICE PROVIDER assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.
- 3.9. Price Warranty: The SERVICE PROVIDER warrants that the prices for the items sold to the City hereunder are not less favorable than those currently extended to any other customer for the same or similar items in similar quantities. The SERVICE PROVIDER warrants that prices shown on this Contract are complete, and that no additional charge of any type shall be added without the CITY'S express written consent.
- 3.10. Warranties: The SERVICE PROVIDER warrants that all services comply with the CITY'S latest specifications, and are fit for the CITY'S intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.
- 3.11. Equal Employment Opportunity: During the term of this Contract, the SERVICE PROVIDER agrees as follows: The SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The SERVICE PROVIDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 3.12. Diversity: The City encourages the SERVICE PROVIDER to employ a workforce reflective of the region's diversity.
- 3.13. Discrimination in Contracting: The SERVICE PROVIDER shall not create barriers to open and fair opportunities for SUBSERVICE PROVIDERS and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with SUBSERVICE PROVIDERS and suppliers, the SERVICE PROVIDER shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- 3.14. Record-Keeping: The SERVICE PROVIDER shall maintain, for at least 12 months after expiration or earlier termination of the term of this Contract, relevant records and information necessary to document the SERVICE PROVIDERS utilization of other businesses as SUBSERVICE PROVIDERS and suppliers in this contract and in its overall public and private business activities. The SERVICE PROVIDER shall also maintain all written quotes, bids, estimates, or proposals submitted to the SERVICE PROVIDER by all businesses seeking to participate as SUBSERVICE PROVIDERS or suppliers in the contract. The City shall have the right to inspect and copy such records. If this Contract involves federal funds, the SERVICE PROVIDER shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.
- 3.15. Publicity: The SERVICE PROVIDER shall not advertise or publish the fact that the City has contracted to purchase items from the SERVICE PROVIDER without the CITY'S prior written approval.
- 3.16. Proprietary and Confidential Information: The SERVICE PROVIDER acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. The SERVICE PROVIDER, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the SERVICE PROVIDER in the event that the City must disclose these materials by law.
- 3.17. Indemnification: To the extent permitted by law, the SERVICE PROVIDER shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of

any patent, copyright, or trademark, arising out of the work performed or goods provided under this Contract, or the SERVICE PROVIDERS violation of any law, ordinance or regulation, except for damages resulting from the sole negligence of the City.

- 3.18. Insurance: The SERVICE PROVIDER shall secure and maintain, at all times during the term of this Contract, at its own expense, a policy or policies of insurance known as:
 - 3.18.1. **Commercial General Liability** written on an insurance industry standard occurrence form (ISO Form CG 00 01) or equivalent including premises/operations, products/completed operations, personal/advertising injury, contractual liability, and independent SERVICE PROVIDERS liability.
 - 3.18.2. If any vehicle is used in the performance of this Contract, a policy of **Business Automobile Liability** written on an insurance industry standard form (ISO Form CA 00 01) or equivalent, including coverage for owned, non-owned, leased or hired vehicles; and
 - 3.18.3. If any work under this Contract will be performed by a resident of the state of Arizona, **Worker's Compensation** ("Industrial Insurance") as required by the State of Arizona. The insurance as provided under items 3.19.1 and 3.19.2 above shall be endorsed to include The City of Prescott, its officers, elected officials, employees, agents and volunteers as an **Additional Insured** per ISO form CG2010 11/85 or CG2026 or equivalent, and to not permit reduction or cancellation by the insurer without forty-five (45) days prior written notice to the City. The SERVICE PROVIDERS insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the SERVICE PROVIDERS insurance.
- 3.19. Compliance with Law: The SERVICE PROVIDER, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Arizona; the Charter, Municipal Code, and ordinances of The City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
- 3.20. Licenses and Similar Authorizations: The SERVICE PROVIDER, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.
- 3.21. Taxes: The SERVICE PROVIDER shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the SERVICE PROVIDERS interest in this Contract.
- 3.22. Americans with Disabilities Act: The SERVICE PROVIDER shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the SERVICE PROVIDER is providing services, programs, or activities to City employees or members of the public as part of this Contract, the SERVICE PROVIDER shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.
- 3.23. Adjustments: The CITY'S Purchasing Agent at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that SERVICE PROVIDER may accommodate without substantial additional expense to the City.
- 3.24. Amendments: Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties. Unless SERVICE PROVIDER is otherwise notified, the CITY'S Purchasing Agent shall be the CITY'S authorized agent.
- 3.25. Assignment: Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except SERVICE PROVIDER may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.

- 3.26. Binding Effect: The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
- 3.27. Waiver: The CITY'S failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the CITY'S waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
- 3.28. Applicable Law: This Contract shall be construed under the laws of the State of Arizona. The venue for any action relating to this Contract shall be in the Superior Court for Yavapai County, State of Arizona.
- 3.29. Remedies Cumulative: Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 3.30. Severability: Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.
- 3.31. Gratuities: The City may, by written notice to the SERVICE PROVIDER, terminate SERVICE PROVIDERS right to proceed under this Contract upon one (1) calendar day's notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the SERVICE PROVIDER or any agent thereof to any City official, officer or employee.
- 3.32. Termination:
 - 3.32.1. For Cause: Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.
 - 3.32.2. For Reasons Beyond Reasonable Control of a Party: Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.
 - 3.32.3. For Public Convenience: The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the SERVICE PROVIDER shall be paid for all items accepted by the City.
 - 3.32.4. Notice: Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

4.0 Standard Bid Information

- 4.1. Default by Bidder: In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
- 4.2. Warranty: Manufacturer's warranties shall remain in effect. All equipment purchased shall be purchased from one (1) vendor. That one vendor shall be fully responsible for all warranty performance relating to any part or component of the purchased equipment. The vendor's responsibility shall include all warranty involving sub-SERVICE PROVIDERS. The vendor shall supply a warranty on all parts and workmanship from the initial delivery date. The vendor shall guarantee further that the equipment to be supplied complies with all applicable regulations.
- 4.3. Litigation: 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. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or another other state or federal statute.

- 4.4. Cooperative Use of Contract: This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

5.0 Instructions for Submittal Forms

- 5.1. Form A - Solicitation Response Cover Sheet: Bidder shall complete, sign, and submit Form A as the first page of the bid package
- 5.2. Form B - Price Sheet: Bidder shall certify that its bid will be valid for 120 days after submission. Bidder may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.
- 5.3. Form C - Bid Certification: Bidder shall complete, sign, and submit Form C
- 5.4. Form D - Non-Collusion Certificate: Bidder shall complete, sign, and submit Form D.
- 5.5. Form E - Certificate of Ownership: Bidder shall complete, sign, and submit Form E completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.
- 5.6. Form F - Bidder Qualifications, Representations and Warranties: Bidder shall complete and submit Solicitation Form F. Bidder shall provide additional information as required.

6.0 Review of Bid Submittals and SERVICE PROVIDERS

- 6.1 The City reserves the right to inspect any of Bidder's facilities and equipment after the bid due date and time listed in Section 2.2. The Bidder shall make such facilities and equipment available for the CITY'S inspection within eight business hours of the CITY'S request. The City may require additional information concerning a Bidder's facilities, equipment, personnel, and procedures. The Bidder shall supply such information within the time noted in the CITY'S request.
- 6.2 The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to perform the requirements of the agreement.
- 6.3 In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.

**City of Prescott
Solicitation Response**

Form A – Solicitation Response Cover Sheet

Description: Analytical Pricing

Please note all that apply:

- Price Sheets..... Pages 24 – 35
- Bid for Sample Return Delivery to Lab (per Trip) \$ _____
- Surcharge for Priority Analysis (24 hours) = Cost + ____ % \$ _____
- Surcharge for Priority Analysis (48 hours) = Cost + ____ % \$ _____
- Surcharge for Priority Analysis (72 hours) = Cost + ____ % \$ _____
- Addenda Number(s) Received (if any) _____
- Original Forms A through F plus two (2) photocopies

Business Name: _____

Business Address: _____

Business Phone: (_____) _____

Business Contact: _____

Contractor Comments: _____

Form B – Price Sheet

Pricing by Analyte:

If an analyte can be tested by more than one method, include in the price list separate line items showing the price and reporting limit. For example: Metals can be analyzed by 200.7, 200.8, and 200.9; Uranium can be analyzed by 200.8 and radiochemistry methods. Any analytes that can be grouped shall have a group price per method. All pricing shall include sample preparation.

DRINKING WATER

Microbiology

Item	Parameter	Method	Cost	Lab Performing Analysis
	Total coliform			
	Colilert			
	Colisure			
	Presence-Absence			
	Heterotrophic Plate Count			
	Fecal coliform			
	Viruses			
	Giardia and Cryptosporidium			

Inorganics

Item	Parameter	Method	Cost	Lab Performing Analysis
	Alkalinity			
	Cyanide (total)			
	Fluoride			
	Nitrate as N			
	Nitrate + Nitrite			
	Nitrite as N			
	Oxygen, Dissolved			
	pH			
	Sulfate			
	Total Dissolved Solids			
	Inorganic Chemistry Group			

Ion Chromatography

Item	Parameter	Method	Cost	Lab Performing Analysis
	Chloride			
	Fluoride			
	Nitrate			
	Nitrite			
	O-Phosphate			
	Sulfate			
	Ion Chromatography Group			

Organic Compounds

Item	Parameter	Method	Cost	Lab Performing Analysis
	Aalachlor			
	Aldrin			
	Benzoa[a]pyrene			
	Carbon Tetrachloride			
	Di (2-ethylhexyl) adipate			
	Di (2-ethylhexyl) phthalate			
	Endrin			
	Heptachlor			
	Heptachlor epoxide			
	Hexachlorobenzene			
	Hexachlorocyclopentadiene			
	Methoxychlor			
	Dichloromethane			
	Metolachlor			
	Metribuzin			
	Propachlor			
	Simazine			
	Organic Compounds Group			

Volatile Organic Compounds

Item	Parameter	Method	Cost	Lab Performing Analysis
	Vinyl chloride			
	1, 1-Dichloroethene			
	Dichloromethane			
	trans-1, 2-Dichloroethene			
	cis-1, 2-Dichloroethylene			
	Chloroform			
	1, 1, 1-Trichloroethane			
	Carbon tetrachloride			
	1, 2-Dichloroethane			
	Benzene			
	Trichloroethene			
	1, 2-Dichloropropane			
	Bromodichloromethane			
	Toluene			
	1, 1, 2-Trichloroethane			
	Tetrachloroethene			
	Dibromochloromethane			
	Chlorobenzene			
	Ethylbenzene			
	m, p-Xylene			
	o-Xylene			
	Styrene			
	Bromoform			
	1, 4-Dichlorobenzene			
	1, 2-Dichlorobenzene			
	1, 2, 4-Trichlorobenzene			
	Xylenes (total)			
	TTHM Group			
	VOC Group			

Metals

Item	Parameter	Method	Cost	Lab Performing Analysis
	Antimony			
	Arsenic			
	Beryllium			
	Cadmium			
	Calcium Hardness			
	Calcium			
	Chromium			
	Copper			
	Lead			
	Magnesium Hardness			
	Magnesium			
	Nickel			
	Selenium			
	Sodium			
	Thallium			
	Total Hardness			
	Total Metals Group			
	Metals by ICP Group			
	Metals by ICP/MS Group			

Radiochemistry

Item	Parameter	Method	Cost	Lab Performing Analysis
	Gross Alpha			
	Gross Beta			
	Radium 226			
	Radium 228			
	Radon 222			
	Total Radium			
	Cesium			
	Iodine			
	Strontium			
	Tritium			
	Uranium			
	Gamma Emitting Isotopes			
	Radiochemistry Group			

UCMR 2 Assessment Monitoring

Item	Parameter	Method	Cost	Lab Performing Analysis
	EPA 527			
	EPA 529			

UCMR 2 Screening survey

Item	Parameter	Method	Cost	Lab Performing Analysis
	EPA 521			
	EPA 525.2			
	EPA 535			

Haloacetic Acids by Gas Chromatography (GC)

Item	Parameter	Method	Cost	Lab Performing Analysis
	Monochloroacetic Acid			
	Dichloroacetic Acid			
	Trichloroacetic Acid			
	Monobromoacetic Acid			
	Dibromoacetic Acid			
	HAA5			

Other Drinking Water Methods

Item	Parameter	Method	Cost	Lab Performing Analysis
	EPA 100.1 Group			
	EPA 504.1 Group			
	EPA 515.3 Group			
	EPA 525.2 Group			
	EPA 547 Group			
	EPA 548.1 Group			
	EPA 549.2 Group			
	EPA1613 -Tetras			
	Langelier Index			
	Pesticides / PCBS-505			

WASTEWATER

AIRPORT WRF ROUTINE DISCHARGE MONITORING

Parameter	AL	DL	Units	Sampling Frequency	Unit Price
Total Nitrogen	8.0	10.0	mg/l	Monthly	
Nitrate-Nitrite (as N)	8.0	10.0	mg/l	Monthly	
Total Kjeldahl Nitrogen (TKN)	8.0	10.0	mg/l	Monthly	
Total Group Price					
Metals (Total)					
Antimony	0.0048	0.006	mg/l	Quarterly	
Arsenic	0.04	0.05	mg/l	Quarterly	
Barium	1.60	2.00	mg/l	Quarterly	
Beryllium	0.0032	0.004	mg/l	Quarterly	
Cadmium	0.004	0.005	mg/l	Quarterly	
Chromium	0.08	0.1	mg/l	Quarterly	
Cyanide (free)	0.16	0.2	mg/l	Quarterly	
Fluoride	3.2	4.0	mg/l	Quarterly	
Lead	0.04	0.05	mg/l	Quarterly	
Mercury	0.0016	0.002	mg/l	Quarterly	
Nickel	0.08	0.1	mg/l	Quarterly	
Selenium	0.04	0.05	mg/l	Quarterly	
Thallium	0.0016	0.002	mg/l	Quarterly	
Total Group Price					
Volatile and Semi-Volatile Organic Compounds (VOCs and SVOCs)					
Benzene	0.004	0.005	mg/l	Semi-Annually	
Carbon tetrachloride	0.004	0.005	mg/l	Semi-Annually	
o-Dichlorobenzene	0.48	0.6	mg/l	Semi-Annually	
para-Dichlorobenzene	0.06	0.075	mg/l	Semi-Annually	
1,2-Dichloroethane	0.004	0.005	mg/l	Semi-Annually	
1,1-Dichloroethylene	0.0056	0.007	mg/l	Semi-Annually	
cis-1,2-Dichloroethylene	0.056	0.07	mg/l	Semi-Annually	
trans-1,2-Dichloroethylene	0.08	0.1	mg/l	Semi-Annually	
Dichloromethane	0.004	0.005	mg/l	Semi-Annually	
1,2-Dichloropropane	0.004	0.005	mg/l	Semi-Annually	
Ethylbenzene	0.56	0.7	mg/l	Semi-Annually	
Hexachlorobenzene	0.0008	0.001	mg/l	Semi-Annually	
Hexachlorocyclopentadiene	0.04	0.05	mg/l	Semi-Annually	
Monochlorobenzene	0.08	0.1	mg/l	Semi-Annually	
Styrene	0.08	0.1	mg/l	Semi-Annually	
Tetrachloroethylene	0.004	0.005	mg/l	Semi-Annually	
Toluene	0.8	1.0	mg/l	Semi-Annually	
Trihalomethanes (total)	0.08	0.1	mg/l	Semi-Annually	
1,1,1-Trichloroethane	0.16	0.2	mg/l	Semi-Annually	
1,2,4 - Trichlorobenzene	0.056	0.07	mg/l	Semi-Annually	
1,1,2 - Trichloroethane	0.004	0.005	mg/l	Semi-Annually	
Trichloroethylene	0.004	0.005	mg/l	Semi-Annually	
Vinyl Chloride	0.0016	0.002	mg/l	Semi-Annually	
Xylenes (total)	8.0	10.0	mg/l	Semi-Annually	
Total Group Price					

AIRPORT WRF ROUTINE DISCHARGE MONITORING (continued)

Parameter	AL	DL	Units	Sampling Frequency	Unit Price
Indicator Major Cations/Anions					
Iron	Monitor	Monitor	mg/l	Annually	
Manganese	Monitor	Monitor	mg/l	Annually	
Total Organic Carbon	Monitor	Monitor	mg/l	Annually	
Total Dissolved Solids	Monitor	Monitor	mg/l	Annually	
Sodium	Monitor	Monitor	mg/l	Annually	
Potassium	Monitor	Monitor	mg/l	Annually	
Calcium	Monitor	Monitor	mg/l	Annually	
Magnesium	Monitor	Monitor	mg/l	Annually	
Chloride	Monitor	Monitor	mg/l	Annually	
Sulfate	Monitor	Monitor	mg/l	Annually	
Alkalinity	Monitor	Monitor	mg/l	Annually	
Total Group Price					

SUNDOG WWTP ROUTINE DISCHARGE MONITORING

Parameter	AL	DL	Units	Sampling Frequency	Unit Price
Total Nitrogen	8.0	10.0	mg/L	Monthly	
Nitrate-Nitrite As N	Reserved	Reserved	mg/L	Monthly	
Total Kjeldahl Nitrogen (TKN)	Reserved	Reserved	mg/L	Monthly	
Total Group Price					
Metals					
Antimony	0.0048	0.006	mg/L	Quarterly	
Arsenic	0.04	0.05	mg/L	Quarterly	
Barium	1.60	2.00	mg/L	Quarterly	
Beryllium	0.0032	0.004	mg/L	Quarterly	
Cadmium	0.004	0.005	mg/L	Quarterly	
Chromium	0.08	0.1	mg/L	Quarterly	
Cyanide (As free cyanide)	0.16	0.2	mg/L	Quarterly	
Fluoride	3.2	4.0	mg/L	Quarterly	
Lead	0.04	0.05	mg/L	Quarterly	
Mercury	0.0016	0.002	mg/L	Quarterly	
Nickel	0.08	0.1	mg/L	Quarterly	
Selenium	0.04	0.05	mg/L	Quarterly	
Thallium	0.0016	0.002	mg/L	Quarterly	
Total Group Price					
Volatile and Semi-Volatile Organic Compounds (VOCs and SVOCs)					
Benzene	0.004	0.005	mg/L	Quarterly	
Carbon Tetrachloride	0.004	0.005	mg/L	Quarterly	
o-Dichlorobenzene	0.48	0.6	mg/L	Quarterly	
para-Dichlorobenzene	0.06	0.075	mg/L	Quarterly	
1,2-Dichloroethane	0.004	0.005	mg/L	Quarterly	
1,1-Dichloroethylene	0.0056	.007	mg/L	Quarterly	
cis-1,2-Dichloroethylene	0.05	0.07	mg/L	Quarterly	
trans-1,2-Dichloroethylene	0.08	0.1	mg/L	Quarterly	
Dichloromethane	0.004	0.005	mg/L	Quarterly	

Volatile and Semi-Volatile Organic Compounds (VOCs and SVOCs) (continued)					
1,2-Dichloropropane	0.004	0.005	mg/L	Quarterly	
Ethylbenzene	0.56	0.7	mg/L	Quarterly	
Monochlorobenzene	0.08	0.1	mg/L	Quarterly	
Styrene	0.08	0.1	mg/L	Quarterly	
Tetrachloroethylene	0.004	0.005	mg/L	Quarterly	
Toluene	0.8	1.0	mg/L	Quarterly	
Trihalomethanes (total)	0.08	0.1	mg/L	Quarterly	
1,1,1-Trichloroethane	0.16	0.2	mg/L	Quarterly	
1,2,4-Trichlorobenzene	0.056	0.07	mg/L	Quarterly	
1,1,2-Trichloroethane	0.004	0.005	mg/L	Quarterly	
Trichloroethylene	0.004	0.005	mg/L	Quarterly	
Vinyl Chloride	0.0016	0.002	mg/L	Quarterly	
Xylenes (total)	8.0	10.0	mg/L	Quarterly	
Total Group Price					

AIRPORT WRF GROUNDWATER MONITORING

Parameter	AL	AQL	Units	Sampling Frequency	Unit Price
Total Nitrogen (Calc)	8.0	10.0	mg/l	Quarterly	
Nitrate-Nitrite as N	8.0	10.0	mg/l	Quarterly	
Nitrate as N	8.0	10.0	mg/l	Monthly	
Nitrite as N	8.0	10.0	mg/l	Monthly	
Total Kjeldahl Nitrogen (TKN)	Not Established	Not Established	mg/l	Quarterly	
Total Coliform	Absence	Absence	P/A	Monthly	
Total Group Price					
Metals (Total)					
Antimony	0.0048	0.006	mg/l	Quarterly	
Arsenic	0.04	0.05	mg/l	Quarterly	
Barium	1.60	2.00	mg/l	Quarterly	
Beryllium	0.0032	0.004	mg/l	Quarterly	
Cadmium	0.004	0.005	mg/l	Quarterly	
Chromium	0.08	0.1	mg/l	Quarterly	
Cyanide (free)	0.16	0.2	mg/l	Quarterly	
Fluoride	3.2	4.0	mg/l	Quarterly	
Lead	0.04	0.05	mg/l	Quarterly	
Mercury	0.0016	0.002	mg/l	Quarterly	
Nickel	0.08	0.1	mg/l	Quarterly	
Selenium	0.04	0.05	mg/l	Quarterly	
Thallium	0.0016	0.002	mg/l	Quarterly	
Total Group Price					

AIRPORT WRF GROUNDWATER MONITORING (CONTINUED)

Parameter	AL	AQL	Units	Sampling Frequency	Unit Price
Volatile and Semi-Volatile Organic Compounds (VOCs and SVOCs)					
Benzene	0.004	0.005	mg/l	Quarterly	
Carbon tetrachloride	0.004	0.005	mg/l	Quarterly	
o-Dichlorobenzene	0.48	0.6	mg/l	Quarterly	
para-Dichlorobenzene	0.06	0.075	mg/l	Quarterly	
1,2-Dichloroethane	0.004	0.005	mg/l	Quarterly	
1,1-Dichloroethylene	0.0056	0.007	mg/l	Quarterly	
cis-1,2-Dichloroethylene	0.056	0.07	mg/l	Quarterly	
trans-1,2-Dichloroethylene	0.08	0.1	mg/l	Quarterly	
Dichloromethane	0.004	0.005	mg/l	Quarterly	
1,2-Dichloropropane	0.004	0.005	mg/l	Quarterly	
Ethylbenzene	0.56	0.7	mg/l	Quarterly	
Hexachlorobenzene	0.0008	0.001	mg/l	Quarterly	
Hexachlorocyclopentadiene	0.04	0.05	mg/l	Quarterly	
Monochlorobenzene	0.08	0.1	mg/l	Quarterly	
Styrene	0.08	0.1	mg/l	Quarterly	
Tetrachloroethylene	0.004	0.005	mg/l	Quarterly	
Toluene	0.8	1.0	mg/l	Quarterly	
Trihalomethanes (total)	0.08	0.1	mg/l	Quarterly	
1,1,1-Trichloroethane	0.16	0.2	mg/l	Quarterly	
1,2,4 - Trichlorobenzene	0.056	0.07	mg/l	Quarterly	
1,1,2 - Trichloroethane	0.004	0.005	mg/l	Quarterly	
Trichloroethylene	0.004	0.005	mg/l	Quarterly	
Vinyl Chloride	0.0016	0.002	mg/l	Quarterly	
Xylenes (total)	8.0	10.0	mg/l	Quarterly	
Total Group Price					
Indicator Major Cations/Anions					
Iron	Monitor	Monitor	mg/l	Annually	
Manganese	Monitor	Monitor	mg/l	Annually	
Total Organic Carbon	Monitor	Monitor	mg/l	Annually	
Total Dissolved Solids	Monitor	Monitor	mg/l	Annually	
Sodium	Monitor	Monitor	mg/l	Annually	
Potassium	Monitor	Monitor	mg/l	Annually	
Calcium	Monitor	Monitor	mg/l	Annually	
Magnesium	Monitor	Monitor	mg/l	Annually	
Chloride	Monitor	Monitor	mg/l	Annually	
Sulfate	Monitor	Monitor	mg/l	Annually	
Alkalinity	Monitor	Monitor	mg/l	Annually	
Total Group Price					

SOURCE WATER QUALITY MONITORING

Parameter	Alert Limit	OPL (mg/L)	Sampling Frequency	Unit Price
Inorganics				
Alkalinity	Reserved	Reserved	Semi-Annually	
Ammonia	Reserved	Reserved	Semi-Annually	
Boron	Reserved	Reserved	Semi-Annually	
Calcium	Reserved	Reserved	Semi-Annually	
Chloride	Reserved	Reserved	Semi-Annually	
Fluoride	Reserved	4.0	Semi-Annually	
Nitrate (as N)	Reserved	10.0	Semi-Annually	
Nitrite (as N)	Reserved	1.0	Semi-Annually	
Nitrate and Nitrite (as N)	Reserved	10.0	Semi-Annually	
Potassium	Reserved	Reserved	Semi-Annually	
Sodium	Reserved	Reserved	Semi-Annually	
Sulfate	Reserved	Reserved	Semi-Annually	
Total Dissolved Solids	Reserved	Reserved	Semi-Annually	
				Total Group Price
Trace Metals				
Antimony	Reserved	0.006	Semi-Annually	
Arsenic	Reserved	0.05	Semi-Annually	
Barium	Reserved	2	Semi-Annually	
Beryllium	Reserved	0.004	Semi-Annually	
Cadmium	Reserved	0.005	Semi-Annually	
Chromium	Reserved	0.1	Semi-Annually	
Copper	Reserved	Reserved	Semi-Annually	
Iron	Reserved	Reserved	Semi-Annually	
Lead	Reserved	0.05	Semi-Annually	
Magnesium	Reserved	Reserved	Semi-Annually	
Manganese	Reserved	Reserved	Semi-Annually	
Mercury	Reserved	0.002	Semi-Annually	
Nickel	Reserved	0.1	Semi-Annually	
Selenium	Reserved	0.05	Semi-Annually	
Thallium	Reserved	0.002	Semi-Annually	
Zinc	Reserved	Reserved	Semi-Annually	
				Total Group Price

Parameter	AL	AWQS	Units	Sampling Frequency	Unit Price
Volatile and Semi-Volatile Organic Compounds (VOCs and SVOCs)					
Benzene	Reserved	0.005	mg/l	Annually	
Benzo(a)pyrene	Reserved	0.0002	mg/l	Annually	
Carbon tetrachloride	Reserved	0.005	mg/l	Annually	
o-Dichlorobenzene	Reserved	0.6	mg/l	Annually	
para-Dichlorobenzene	Reserved	0.075	mg/l	Annually	
1,2-Dichloroethane	Reserved	0.005	mg/l	Annually	
1,1-Dichloroethylene	Reserved	0.007	mg/l	Annually	
cis-1,2-Dichloroethylene	Reserved	0.07	mg/l	Annually	
trans-1,2-Dichloroethylene	Reserved	0.1	mg/l	Annually	
Dichloromethane	Reserved	0.005	mg/l	Annually	
1,2-Dichloropropane	Reserved	0.005	mg/l	Annually	
Ethylbenzene	Reserved	0.7	mg/l	Annually	
Ethylene Dibromide	Reserved	0.00005	mg/l	Annually	
Hexachlorobenzene	Reserved	0.001	mg/l	Annually	
Hexachlorocyclopentadiene	Reserved	0.05	mg/l	Annually	
Monochlorobenzene	Reserved	0.1	mg/l	Annually	
Polychlorinated biphenyls	Reserved	0.0005	mg/l	Annually	
Styrene	Reserved	0.1	mg/l	Annually	
Tetrachloroethylene	Reserved	0.005	mg/l	Annually	
Toluene	Reserved	1.0	mg/l	Annually	
1,1,1-Trichloroethane	Reserved	0.2	mg/l	Annually	
1,2,4 - Trichlorobenzene	Reserved	0.07	mg/l	Annually	
1,1,2 - Trichloroethane	Reserved	0.005	mg/l	Annually	
Trichloroethylene	Reserved	0.005	mg/l	Annually	
Trihalomethanes (Total)	Reserved	0.1	mg/l	Annually	
Vinyl Chloride	Reserved	0.002	mg/l	Annually	
Xylenes (total)	Reserved	10.0	mg/l	Annually	
Total Group Price					

Parameter	AL	AWQS	Units	Sampling Frequency	Unit Price
Herbicides and Pesticides					
Alachlor	Reserved	0.002	mg/l	Annually	
Altrazine	Reserved	0.003	mg/l	Annually	
Carbofuran	Reserved	0.04	mg/l	Annually	
Chlordane	Reserved	0.002	mg/l	Annually	
Dalapon	Reserved	0.02	mg/l	Annually	
2,4-Dichlorophenoxyacetic Acid	Reserved	0.07	mg/l	Annually	
Dinoseb	Reserved	0.007	mg/l	Annually	
Diquat	Reserved	0.02	mg/l	Annually	
Endothall	Reserved	0.1	mg/l	Annually	
Endrin	Reserved	0.002	mg/l	Annually	
Glyphossate	Reserved	0.7	mg/l	Annually	
Heptachlor	Reserved	0.0004	mg/l	Annually	
Heptachlor Epoxide	Reserved	0.0002	mg/l	Annually	
Lindane	Reserved	0.0002	mg/l	Annually	
Methoxychlor	Reserved	0.04	mg/l	Annually	
Oxamyl	Reserved	0.2	mg/l	Annually	
Pentachlorophenol	Reserved	0.001	mg/l	Annually	
Picloram	Reserved	0.5	mg/l	Annually	
Simazine	Reserved	0.004	mg/l	Annually	
Toxaphene	Reserved	0.003	mg/l	Annually	
2,4,5-Trichlorophenoxypropionic Acid	Reserved	0.05	mg/l	Annually	
Total Group Price					

AIRPORT WRF BIOSOLIDS TCLP

Parameter	Alert Limit	AQL	Units	Sampling Frequency	Unit Price
TCLP (Metals)	N/A	N/A	mg/kg	Yearly	

SUNDOG WWTP BIOSOLIDS

Parameter	Alert Limit	Discharge Limit	Units	Sampling Frequency	Unit Price
Aluminum	Reserved	Reserved	mg/kg	Quarterly	
Cadmium	Reserved	Reserved	mg/kg	Quarterly	
Calcium	Reserved	Reserved	mg/kg	Quarterly	
Chromium	Reserved	Reserved	mg/kg	Quarterly	
Copper	Reserved	Reserved	mg/kg	Quarterly	
Iron	Reserved	Reserved	mg/kg	Quarterly	
Magnesium	Reserved	Reserved	mg/kg	Quarterly	
Manganese	Reserved	Reserved	mg/kg	Quarterly	
Mercury	Reserved	Reserved	mg/kg	Quarterly	
Molybdenum	Reserved	Reserved	mg/kg	Quarterly	
Nickel	Reserved	Reserved	mg/kg	Quarterly	
Potassium	Reserved	Reserved	mg/kg	Quarterly	
Selenium	Reserved	Reserved	mg/kg	Quarterly	
Sodium	Reserved	Reserved	mg/kg	Quarterly	
Zinc	Reserved	Reserved	mg/kg	Quarterly	
Percent Solids	Reserved	Reserved	%x wt	Quarterly	
Ammonia-N	Reserved	Reserved	mg/kg	Quarterly	
Nitrate-N	Reserved	Reserved	mg/kg	Quarterly	
Nitrite-N	Reserved	Reserved	mg/kg	Quarterly	
Nitrogen-Total	Reserved	Reserved	mg/kg	Quarterly	
Phosphorous-Total (P)	Reserved	Reserved	mg/kg	Quarterly	
Total Kjeldahl Nitrogen	Reserved	Reserved	mg/kg	Quarterly	
pH	Reserved	Reserved	pH	Quarterly	
Temperature-Deg C	Reserved	Reserved	deg C	Quarterly	
Nitrogen-Organic	Reserved	Reserved	mg/kg	Quarterly	
Aroclor 1016	Reserved	Reserved	mg/kg	Quarterly	
Aroclor 1221	Reserved	Reserved	mg/kg	Quarterly	
Aroclor 1232	Reserved	Reserved	mg/kg	Quarterly	
Aroclor 1242	Reserved	Reserved	mg/kg	Quarterly	
Aroclor 1248	Reserved	Reserved	mg/kg	Quarterly	
Aroclor 1254	Reserved	Reserved	mg/kg	Quarterly	
Aroclor 1260	Reserved	Reserved	mg/kg	Quarterly	
Total Group Price					

Form C – Bid Certification

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

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

Addendum	Issue 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 Bidder'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 – Bidder Qualifications, Representations and Warranties; Bidder to provide attachment:
Attachment – SUB-CONTRACT SERVICE PROVIDER LIST

C.4 That the Bidder's bid is valid for 120 days.

Dated this _____ day of _____ 2016

Signature

Title

Form D – Non-Collusion Certificate

Bidder Name: _____

The undersigned Bidder 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

Bidder Name: _____

The undersigned Bidder 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 Bidder'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 F – Bidder Qualifications, Representations and Warranties

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

1. Taxes and Liens – Bidder has no unsatisfied tax or judgment lien on record.
2. SUBSERVICE PROVIDERS – Bidder submits as an Attachment to this Bid Form a list of all SUBSERVICE PROVIDERS it will use in performing the requirements of the agreement resulting from this solicitation. A SUBSERVICE PROVIDER 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. Bidder shall also attach a copy of the letter from the SUBSERVICE PROVIDER stating its commitment to perform the services(s) subcontracted.
3. References – The City will enter into an agreement only with a Bidder(s) having a reputation of satisfactory performance. The Bidder'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. Bidder provides information for three clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Project Description: _____

Reference #2

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Project Description: _____

Reference #3

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Project Description: _____

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

4. Bidder's Examination – Bidder 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. Bidder 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 (Form G), and the solicitation. Bidder 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. Bidder 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



GENERAL SERVICES CONTRACT

WATER & WASTEWATER ANALYTICAL SERVICE

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 Public Works 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 Public Works 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 for three (3) years with no provision for cost adjustment. By mutual agreement the parties may agree to renew for two (2) additional one (1) year terms.

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:

Public Works Director	**
City of Prescott	**
433 N. Virginia St.	**
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 Public Works at 433 N. Virginia St., Prescott, AZ 86301. The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

Commercial General Liability – Occurrence Form:

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

- General Aggregate \$ 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.

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

ATTEST:

Witness, if Contractor is an Individual

Contractor

By: _____

Title: _____

City of Prescott, a municipal corporation

Marlin D. Kuykendall, Mayor

Attest:

Approved as to Form:

Dana R. DeLong, City Clerk

Jon M. Paladini, City Attorney