Airport Terminal Roof Replacement
IFB # 2015-055

Specifications

and

Contract Documents

BID OPENING:	**Thursday, October 30, 2014 at 2:00 PM** City Clerk, City of Prescott 201 S Cortez Street Prescott, Arizona 86303
PREPARED BY:	Field and Facilities Services Department Thursday, September 25, 2014

Airport Terminal Roof Replacement
IFB # 2015-055

Field and Facilities Services Department
2800 Sundog Ranch Road
Prescott, AZ 86301

The City of Prescott is soliciting bids from commercially licensed Roofing Contractors for the replacement of the shingle roof located at 6500 MacCurdy Drive, Prescott AZ. This project generally consists of the removal of existing shingles and underlayment and placement of new underlayment and shingles. The project is expected to take ten business days to complete after issuance of the Notice to Proceed. Sealed bids shall be opened on Thursday, October 30, 2014 at the time and place indicated in Section 2.2.

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1.0 Specifications/Scope of Work

1.1 **Shingle Material:**
Two-piece laminated fiberglass base construction and dimensional appearance of natural wood or slate with a minimum weight of 270 lbs. per square.
Shingle color to be approved by City of Prescott.

1.2 **Roof Tear- Off:**
General: Notify owner each day of extent of roof tear off proposed for that day and obtain authorization to proceed.
Remove existing roofing shingles including roofing membrane and roofing membrane systems components down to the deck.
Remove fasteners from deck prior to installing roof membrane.

1.3 **Disposal: Coordinate with the City of Prescott Solid Waste Division**
Collect demolished materials and place in containers provided by City of Prescott; do not overload containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site. The City will transport and legally dispose of demolished materials off owner's property.

1.4 **Project Conditions:**
Owner will occupy portions of building below reroofing area. Conduct reroofing so owner's operations will not be disrupted.
Coordinate work activities daily with owner.
Provide owner with not less than 72 hours' notice of activities that may affect owner's operations.
Protect building and landscaping from damage.
Maintain access to existing walkways and adjacent occupied facilities.
Proceed with reroofing preparation only when weather conditions permit work to proceed without water entering existing roofing system or building.
Prior to starting work, examine all roof decks on which work is to be applied for defects in materials and workmanship which may be detrimental to proper installation or long term performance of shingles.
Do not begin replacement until the roof deck has been properly prepared.

1.5 **Preparation:**
Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
Remove all existing roofing down to the roof deck.
Verify installed roof deck is acceptable to receive shingles. Acceptable roof decks include the following:
Lumber sheathing: 6 inch maximum width, 25/32 inch minimum thickness.
Plywood sheathing: ½ inch minimum thickness exposure 1 grade plywood sheathing as recommended by APA and in compliance with local applicable codes.
OSB panels: 7/16 minimum thickness non-veneer structural panels as recommended by APA and in compliance with local applicable codes.
Spacing between boards or panels shall not exceed ¼ inch between roof boards or between plywood or OSB sheathing panels.
Verify that the deck is structurally sound and free of deteriorated decking. All deteriorated and damaged decking shall be removed and replaced with new materials.
Clean deck thoroughly prior to replacement.
Underlayment Application: Install using methods recommended by shingle manufacturer and in accordance with local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.

1.6 **Shingle Installation:**
Install shingles in accordance with manufacture's printed installation instructions.
Install starter course at lowest roof edge and along rake with edge of shingles extending ½ inch over edge of roof.
Install first and successive courses of shingles stepping diagonally and up and across roof deck with manufacturer's recommended offset at each succeeding course. Maintain uniform exposure of shingles at each succeeding course. Fasten shingles to deck with manufacturer's recommended number of roofing nails per shingle, but not less than four per shingle.
Replace all sheet metal flashings including drip edge, roof jacks and side wall flashings.
Replace wood fascia.

1.7 **Warranties:**
Provide two (2) year warranty on all workmanship.
Provide 50-year manufacturer's warranty on asphalt shingles.
Project Completion Time:
This project should be completed within 10 business days. Allowances will be made for inclement weather.

2.0 Solicitation Process Requirements

2.1 **Airport Security:**
The contractor shall provide at least one (1) on-site supervisor or foreman that must be with the work crew during all times of operation. This supervisor or foreman shall obtain and properly display a Prescott Municipal Airport (PRC) airport security badge. The supervisor or foreman will ensure that all applicable Airport Security Rules and Regulations are adhered to at all times. Badges obtained for work at the Airport shall be surrendered at the conclusion of the project.

The contractor shall bear the cost of all fingerprinting and background checks and associated badge and administrative fees. Fees are as follows:
Fingerprinting fee: $110, for each person fingerprinted, each instance; non-refundable
Personnel Badging fee: $20, per badge; non-refundable
Lost Badge/Badge Replacement fee: $75; non-refundable

2.2 **Communications with the City:**
All communications regarding this solicitation must be directed in writing to the Contract Specialist. Unless authorized, 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 Contract Specialist for this solicitation is:

Pam Risaliti, C.P.M., CPPB
Contract Specialist
City of Prescott
Field and Facilities Services Department
Phone: 928-777-1659
E-mail: pam.risaliti@prescott-az.gov

2.3 **Solicitation Timeline:**

Solicitation Advertisement
Sunday October 5, and October 12, 2014

Solicitation Release
Monday October 6, 2014

Mandatory Pre-Bid Conference/Site Inspection
Interested Parties may attend the Site and Roof Inspection scheduled for 9:00 AM on Tuesday, October 14, 2014 at 6500 MacCurdy Drive, Prescott, AZ (Prescott Airport Terminal).

Final Date for Questions
Questions will not be accepted after Tuesday October 21, 2014 at 10:00 am

Bid Opening
Thursday, October 30, 2014 at 2:00 pm
City of Prescott, City Clerk
Council Chambers
201 S. Cortez Street
Prescott, AZ 86303

2.4 **Proprietary Material:**
A Bidder shall clearly mark any proprietary information contained in its bid with the words "proprietary information." Bidder shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a bid as proprietary may result in rejection of the bid. Bidders should be aware that the City is required by law to make its records available for public inspection. The Bidder, by submission of materials marked proprietary,

acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any form or any liability to the Bidder in the event that the City must legally disclose these materials.

2.5 **Multiple Bids:**

A Bidder may submit multiple bids for any solicitation, however, each bid must be submitted separately (in its own complete package) from the others.

2.6 **Delivery of Bids:**

Sealed bids one (1) original and two (2) copies) 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.

If the bid is delivered by the U.S. Postal Service, the bid should be addressed to:

Office of the City Clerk
City of Prescott
201 S. Cortez Street
Prescott, AZ 86303

If the bid is delivered by an entity other than the U.S. Postal Service, the bid should be addressed to:

Office of the City Clerk
City of Prescott
201 S. Cortez Street
Prescott, AZ 86303

Bidder shall enclose bid (one (1) original and two (2) copies) in a sealed envelope. The envelope should be marked "Bid: City of Prescott Airport Terminal Roof Replacement". The envelope should identify the Bidder's name, mailing address, Solicitation and Title, 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 not be considered and returned unopened.

2.7 **Cost of Bids:**

The City shall 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 or 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 Contract Specialist via e-mail. 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 or bases 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 one (1) original and two (2) copies) must be sealed and the envelope must clearly indicate the information as described in Section 2.6. Bidder must fully complete and submit the following documents:

2.15.1 Bid Form A - Solicitation Response Cover Sheet
2.15.2 Bid Form B - Price Sheet
2.15.3 Bid Form C - Bid Certification
2.15.4 Bid Form D - Non-Collusion Certificate
2.15.5 Bid Form E - Certificate of Ownership
2.15.6 Bid Form F - Bidder Qualifications, Representations and Warranties
2.15.7 Bid Form G - Bidder Optional Information
2.15.8 Bid Form H - Bid Bond

3.0 General Contract Terms and Conditions

3.1. **Entire Agreement:**

This Contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. The City's Specifications, all addenda to the Specifications and the Contractor's response to the Specifications 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 Specifications; the Contractor's response to the Specifications.

3.2 **Term:**

The term of this Contract shall commence on the date the City's Agent signs the same and shall expire upon completion and final inspection.

3.3 **Freight:**

Prices include freight prepaid and allowed. The Contractor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges.

3.4 **Title:**

Prices are F.O.B. destination. Title to items and risk of loss remain with Contractor until City receives items at the delivery point.

3.5 **Overages:**

Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.

3.6 **Schedule:**

Unless the Airport Manager, John Cox, requests a change in schedule, the Contractor shall deliver the items or render the services as stated in the Contract. At the City's option, the Contractor's failure to timely deliver or perform may require expedited shipping at the Contractor's expense, or may be cause for termination of the Contract and the return of all or part of the items at the Contractor's expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the Airport Manager 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 Contractor assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.

3.9 **Price Warranty:**
The Contractor 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 Contractor 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 **Date Warranty:**
Contractor warrants that all Software provided under this Contract: (i) does not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by Purchaser that may deliver date records from the Software, or interact with date records of the Software ("Date Warranty"). In the event a Date Warranty problem is reported to Contractor by Purchaser and such problem remains unresolved after three (3) calendar days, at Purchaser's discretion, Contractor shall send, at Contractor's sole expense, at least one (1) qualified and knowledgeable representative to Purchaser's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on Purchaser's premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Contractor shall indemnify and hold harmless Purchaser from and against any and all harm, injury, damages, costs, and expenses incurred by Purchaser arising out of said breach.

3.11 **Equal Employment Opportunity:**
During the term of this Contract, the Contractor agrees as follows: The Contractor 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 Contractor 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 Contractor to employ a workforce reflective of the region's diversity.

3.13 **Discrimination in Contracting:**
The Contractor shall not create barriers to open and fair opportunities for subcontractors 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 subcontractors and suppliers, the Contractor 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 Contractor 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 Contractor's utilization of other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The Contractor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in the contract. The City shall have the right to inspect and copy such records. If this Contract involves federal funds, the Contractor 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 Contractor shall not advertise or publish the fact that the City has contracted to purchase items from the Contractor without the City's prior written approval.

3.16 **Proprietary and Confidential Information:**
The Contractor 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 Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials by law.

3.17 **Indemnification:**
Required pursuant to General Services Contract Language.

3.18 **Insurance:**
Required pursuant to General Services Contract Language.

3.19 **Compliance with Law:**
The Contractor, 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 Contractor, 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 Contractor 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 Contractor's interest in this Contract.

3.22 **Americans with Disabilities Act:**
The Contractor 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 Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor 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 Airport Manager at any time may make reasonable changes in the place of delivery, replacement or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor 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 Contractor is otherwise notified, the City's Airport Manager 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 Contractor 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 Contractor, terminate Contractor's 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 Contractor 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 Contractor 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.

3.33 **Major Emergencies or Disasters:**
The following provision shall be in effect only during major emergencies or disasters. The City is committed to preparing thoroughly for any major emergency or disaster situation. As part of its commitment, the City is contracting with the Contractor under the following terms and conditions: Contractor shall provide to the City, upon the City's request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of the Contractor, the Contractor shall make such delivery as soon as practicable. If the Contractor is prevented from making such delivery to the requested delivery location due to circumstances beyond its reasonable control, the Contractor shall immediately assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer to the City limited substitutions for its consideration and shall provide such substitutions to the City as required above, provided the Contractor has obtained prior approval from the City for such substitution. The Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, the Contractor shall provide the City with appropriate documentation of the additional costs. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a "major emergency" or "disaster" shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.

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 Airport Manager.

4.2. **Cash Discounts:**
In connection with any cash discount specified on this bid, time will be computed from the date of complete delivery of the supplies, equipment or services as specified or from the date correct invoices are received in the City Finance office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check.

4.3. **Warranty:**
Manufacturer's warranties shall remain in effect. All equipment purchased shall be purchased from one (1) Contractor. That one Contractor shall be fully responsible for all warranty performance relating to any part or component of the purchased equipment. The Contractor's responsibility shall include all warranty involving sub-contractors. The Contractor shall supply a warranty on all parts and workmanship from the initial delivery date. The Contractor shall guarantee further that the equipment to be supplied complies with all applicable regulations.

4.4. **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, court rule, or common law.

4.5. **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 Contractor. 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.

4.6. **Brand Names:**
Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.

4.7. **Proposal:**
All standard specifications and details referenced unless otherwise noted shall conform to all the City of Prescott Standard Specifications and Detail Drawings, most current revision, and to the most current edition of the Uniform Standard Specifications and Details for Public Works Construction by the Maricopa Association of Governments, Arizona, including revisions thereto.

4.8. **Bidding Requirements and Conditions:**
Per MAG Specifications, Section: Part 100 General Conditions.

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

5.6.1. Bidder shall complete and submit Solicitation Form F. Bidder shall provide additional information as required.

5.6.2 Bidder shall provide three (3) references, a sub-contractors list (if applicable) and certify there are no unsatisfied tax liens or judgments on record. Bidder shall complete, sign and submit Form F.

5.7. Form G - Bidder Optional Information: Form G is for informational purposes only, is not required to be answered or submitted, and responses will not be taken into consideration in bid evaluation, or in agreement award or administration. Bidder may complete, sign, and submit Form G.
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.

5.7.1. 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. 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, disbarment or judgment liens.

5.8 Form H-Bidder shall provide a Bid Bond in the amount of 10% of the bid is required per A.R.S 34-201

Form A – Solicitation Response Cover Sheet

City of Prescott
Solicitation Response

Description……..…Airport Terminal Roof Replacement

Please note all that apply:

☐ Total price for all Installation and Replacement related costs
(Total from Form B Line 2) ……$_____

☐ Addenda Number(s) Received (if any) ……..……..…. _____

☐ Original Forms A through H plus two (2) photocopies

Business Name: _____

Business Address: _____

_____

Business Phone: (_____) _____

Business Fax: (_____) _____

Business Contact: _____

Contractor Comments: _____

_____

_____

_____

_____

Dated this _____ day of _____ 2014.

_____
Signature

_____
Title

Form B – Price Sheet

Items	Cost
1. Shingle roof removal, replacement, and roof repair and cleanup	$_____
2. Total (includes supplies & labor)	$_____

Payment Terms: _____

Dated this _____ day of _____ 2014.

_____
Signature

_____
Title

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 – Subcontractor's List
7. Form G – Optional Bidder Information
8. Form H – Bid Bond

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

Dated this _____ day of _____ 2014.

_____ _____

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 _____ 2014.

_____ _____

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 _____ 2014.

_____ _____

Signature **Title**

Form F – Bidder Qualifications, Representations and Warranties

Bidder Name:_____

The undersigned Bidder hereby certifies as follows:

F1 **Meets Minimum Specifications**

	YES	NO
Furnish and install all labor, materials, equipment and services to complete specified demolition and roofing Replacement of shingle roof system per the attached Scope of Work.		
Provide 2 year warranty on all workmanship, 50-year manufacturer's warranty on asphalt shingles.		

F2 **Taxes and Liens** - Bidder has no unsatisfied tax or judgment lien on record.

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

F4 **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 two 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: _____

Reference #2
Firm Name: _____
Address: _____
Contact Person: _____
Phone Number: _____

Reference #3
Firm Name: _____
Address: _____
Contact Person: _____
Phone Number: _____

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.

F5 **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, and the solicitation. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation and research, and that is 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 _____ 2014.

_____ _____

Signature **Title**

Form G – Bidder Optional Information

Bidder Name:_____

Bid Form G is for informational purposes only, is not required to be answered or submitted, and responses will not be taken into consideration in bid evaluation, or in agreement award or administration. Bidder may complete, sign, and submit Bid Form G.

Affirmative Efforts to Utilize WMBEs – The City encourages the utilization of woman-owned and minority-owned businesses and the participation of such businesses in City bidding opportunities. The City requests Bidder to designate whether it is a State certified woman or minority owned business (WMBE), or whether the Bidder desires to self-identify as owned by women or minorities.

WMBE Status:

Certification:
_____ Women's Business Enterprise WMBE Certification No._____
_____ Minority Business Enterprise
_____ Minority and Women's Business Enterprise
_____ Disadvantaged Business Enterprise DBE Certification No._____

Ethnicity:
_____ Asian American _____ Native American
_____ African American _____ White
_____ Hispanic

Gender: _____ Male _____ Female

Self-Identification: If Bidder is not WMBE or DBE Certified, please select one category of ownership that best describes the ownership of Bidder:

Is Bidder at least 51% owned by one or more women? _____ Yes _____ No

Is Bidder at least 51% minority owned? _____ Yes _____ No

Ethnicity:
_____ Asian American _____ Native American
_____ African American _____ White
_____ Hispanic

Gender: _____ Male _____ Female

Form H-Bid Bond

ARIZONA STATUTORY BID BOND

PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than be 10% of bid amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

(hereinafter "Principal"), as Principal, and
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of , with its principal offices in the City of , holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto City of Prescott, Arizona (hereinafter "Obligee"), in the sum of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the work titled:

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of this contract and for the prompt payment of labor and materials furnished in the prosecution of this contract, or in the event of the failure of the Principal to enter into this contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

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

By_____
Principal
By_____
Surety

GENERAL SERVICES CONTRACT NUMBER 2015-055

AIRPORT TERMINAL ROOF REPLACEMENT

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 project described as City of Prescott: Airport Terminal Roof Replacement, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Contactors and under the direction and supervision of the Airport Manager, or properly authorized agents and strictly pursuant to and in conformity with the Specifications and Scope of Work prepared by the City, and with such written modifications of the same and other documents that may be made by the City through the Airport Manger or 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 ten (10) day period with exceptions for inclement weather at the City's discretion. The Contract shall remain open until inspection and final approval by the City. All warranties contemplated in this Contract, including those contained in the bid documents, apply.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of _____ _____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, negotiating, 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, negotiating, 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 2009-4 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 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 Contractor's 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 via e-mail or in writing and personally delivered to the Contract Specialist:

For the "City"	**For the "Contractor"**
Pam Risaliti, C.P.M., CPPB	By:_____
Contract Specialist	Title:_____
Field & Facilities Services	Address:_____
City of Prescott	_____
432 N. Virginia	_____
Prescott, AZ 86301	_____
pam.risaliti@prescott-az.gov	E-Mail:_____

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, and related endorsements. 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 Contract Specialist. 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 Subcontractor's 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 an 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.

N. Pursuant to A.R.S. Sections 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section, the term "scrutinized business operations" shall have the meanings set forth in A.R.S. Section 35-391 and/or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

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:

_____
Dana DeLong, City Clerk

Approved as to Form:

_____
Jon M. Paladini, City Attorney