



Ranch 1B Lift Station Wet Well Coating Project

**CITY OF PRESCOTT, ARIZONA
PREPARED BY: Public Works Department**

Due Date: April 11, 2013

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

The City of Prescott is soliciting bids for the Ranch 1B Lift Station Wet Well Coating Project. Sealed bids shall be opened on Thursday, April 11, 2013 at 2:00 pm at the City of Prescott, City Hall Council Chambers, 201 S. Cortez St, Prescott, Arizona 86303.

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Notice Inviting Bids

Ranch 1B Lift Station Wet Well Coating Project

The City of Prescott, Arizona, requests sealed bids from qualified contracting firms to provide a complete interior coating of a sewage lift station wet well.

Sealed bids must be received prior to **2:00 pm on Thursday, April 11, 2013**, at the office of the City Clerk, City of Prescott, 201 S Cortez St, Prescott, AZ 86303, at which time all proposals will be publicly opened. Any proposals received at or after 2:00 p.m. on the above-stated date will be returned unopened. Proposals must conform to a prepared scope of work available from the office of the Public Works Director at (928) 777-1130 voice; (928) 777-1100 TDD. The City of Prescott reserves the right to reject any and all statements and the City assumes no liability for the cost of preparing a response to this request.

For those who wish to inspect the wet well, a **non-mandatory** pre-bid meeting will be held on Wednesday, March 27, 2013 at 10:00 am at the Ranch 1B Lift Station located at 3602 Ranch Drive, Prescott, Arizona 86301.

The outside of the statement envelope shall indicate the name and address of the respondent, shall be addressed to the Public Works Director, City of Prescott at the above address and shall be marked: "Ranch 1B Lift Station Wet Well Coating Project".



Crista Clevenger, Contract Specialist
Published: 2TC March 17 & March 24, 2013

Ranch 1B Lift Station Wet Well Coating Project

1.1 Purpose

The City of Prescott Public Works Department intends to award a single contract for performing surface preparation, coating and testing for one (1) wet well at the City's Ranch 1B Sewage Lift Station.

All pumps, piping and appurtenances will be removed by staff prior to performing the work.

1.2 General Submission Information

- A. The City of Prescott invites Bids from qualified contracting firms to provide a complete lift station wet well coating. The anticipated work will include:
 - 1. Water and sand blasting concrete walls, floor and lid.
 - 2. Repairing chips and/or sealing cracks with approved method.
 - 3. Coating the wet well interior surfaces with an approved method.
 - 4. Testing

1.3 Wet Well Specifications

- A. Diameter – Eight Feet (8')
- B. Depth – Thirty Feet (30')
- C. Lid – Steel with 3' by 4' single door aluminum entry hatch

1.4 Wet Well Coating Specifications

INTERIOR COATING OF MANHOLE AND/OR WET WELL

- A. Contractors shall furnish all labor, materials, and equipment required to clean and line the wet well.
- B. Contractor shall comply with the local authority and all occupation safety and health administration (OSHA) requirements for confined space entry.
- C. All materials specified by name brand or manufacturer shall be delivered unopened to the job in original containers.
- D. All Safety precautions recommended by the manufacturer in printed instructions or special bulletins shall be obtained and followed.
- E. Materials and supplies provided shall be the standard products of manufacturers. The standard products of manufacturers other than those specified will be accepted when it is demonstrated to the City of Prescott Utilities Manager that they are equal in composition, durability, and usefulness for the purpose intended. Requests for submission shall include directions for the application, descriptive literature, safe storage, handling, and disposal of the product.
- F. A written warranty against coating failure shall be provided for the entire coating system, including all repair materials, defect fillers, primers, intermediate, and finish coats. The minimum duration of the warranty shall be five (5) years. The product and the installation may be both covered by the manufacturer's warranty, or separate warranties may be issued by the manufacturer and installer. This warranty shall state that the coating will not fail for a minimum period of five years. Coating

failure is defined as blistering, cracking, embrittlement, or softening, or failure to adhere to the substrate. The warranty shall also apply to any repair materials, primers, or other products used in the application. If any repair or replacement is necessary within the warranty period, a new 5 year warranty period shall start at the date that the manhole is placed back into service.

- G. Contractor shall submit Manufacturer's technical literature on coating material as well as the description of installation method including:
1. Product material safety data sheets (MSDS).
 2. Maximum storage life and storage requirements.
 3. Mixing and proportioning requirements (as applicable).
 4. Environmental requirements for application and worker safety, including ventilation, humidity, and temperature ranges.
 5. Application film thickness PM coat of primer and finish coat.
 6. Curing time required.
 7. Sample of finished product showing final color.
- H. Interior coating materials shall be one of the following pre-approved types or an approved material equal to or better as solely determined by the City of Prescott Utilities Manager. **Only trowelable materials will be accepted.**
1. Sauereisen corrosion-clad polymer lining No. 210 Trowelable as manufactured by Sauereisen Cements, Pittsburgh, PA 15238. The number 210 topcoat lining shall be applied to a minimum thickness of 1/8-inch (125-mil) according to the manufacturer's recommended procedures. Sauereisen underlayment No. F-120, as manufactured by Sauereisen Cements, Pittsburg, PA 15238 shall be applied prior to polymer lining per the manufacturers recommendations to ensure proper rehabilitation of the substrate. The underlayment shall be used to repair the cleaned surfaces in accordance with the manufacturer's recommendations.
 2. Sewer Shield® 150 Trowelable topcoat as manufactured by Environmental Coating, Mesa, AZ 85207. The Sewer Shield® 150 Trowelable topcoat shall be applied to a minimum thickness of 1/8-inch (125 mil) according to the manufacturer's recommended procedures. C120 calcium aluminate cement underlayment as manufactured by Environmental Coating, Mesa, AZ 85207 shall be trowelable and applied to repair the cleaned surfaces in accordance with the manufacturer's recommendations prior to topcoat application to ensure proper rehabilitation of the substrate.
- I. The Contractor shall provide the following information:
1. Manufacturer certification of applicators used for the coating installation work.
 2. Samples of coating and color chart.

3. Coating applicator shall be an Arizona licensed Contractor properly licensed per the Registrar of Contractors to perform the work contained herein.
- J. Wet well cleaning shall remove all sediment, rocks, debris, roots, grease accumulations, and obstructions from the wet well. Cleaning of the wet well walls, bench, and channel shall remove all grease, scale encrustation, and loose mortar so that no foreign intrusion shall cause imperfections in the coating. Cleaning methods shall consist of washing with high pressure water and sandblasting, or other as approved by the City of Prescott Utilities Manager.
 - K. The Contractor shall use water blasting with a minimum water pressure of 3,000 PSI to clean the manhole prior to applying the coating. Contractor shall also be responsible for any additional surface preparation beyond water blasting and sandblasting as required by the coating system manufacturer. All sand and/or debris must be removed by thoroughly vacuuming the area with an industrial vacuum cleaner. If surface does not have desired conditions, repeat surface preparation procedure. Where additional preparation is required, the Contractor shall provide all labor materials and equipment as necessary at no additional cost to the City.
 - L. Before installation of the coating system, the surface must be clean. Excess water shall be blown from the surface using compressed air equipment with oil-trapping filters. Suitable heaters shall be used as needed to produce a surface-dry condition. The surface shall be vacuumed to make sure that loose particles are not present.
 - M. Any sediment or debris from cleaning operations shall not be deposited downstream in the sewer. Sedimentation deposited downstream, as determined by the Utilities Manager, shall be removed at no cost to the City.
 - N. The application time and temperature for coating shall be per manufacturer's recommendations.
 - O. Inspection and Testing
 1. Contractor shall give the City of Prescott Utilities Manager a minimum of three days advance notice on start of field surface preparation work or coating application work.
 2. All work shall be performed in presence of a City Representative, unless the City of Prescott Utilities Manager has granted prior approval to perform work in absence. The Contractor shall provide testing performed by an independent Special Inspection Testing Agency or Laboratory approved by the City of Prescott. Cost of all special inspection and testing shall be the responsibility of the Contractor.
 3. Inspection by the City Representative or wavier of inspection in any particular portion of work shall not relieve Contractor of responsibility to perform work in accordance with Specification.
 4. Scaffolding, or other means to inspect manhole and wet well, shall be erected and moved to locations to facilitate inspection by City Representative. Additional illumination shall be furnished when City Representative requests.

5. Contractor shall furnish (until final acceptance of coatings) inspection devices in good working condition for detection of holidays and measurement of wet and dry-film thickness of protective coatings. Wet and dry-film thickness gauges shall be available for City Representative use until acceptance of coating process is complete and final acceptance of coatings made. Contractor shall furnish services of trained operator in holiday detection devices until final acceptance of coatings. Holiday detection devices shall be operated in presence of City Representative.
 6. Contractor shall holiday test in presence of City Representative all coated surfaces. Holiday testing equipment and procedures shall be performed in strict accordance with latest edition of NACE "Standard Recommended Practice-Discontinuity (Holiday) Testing of Protective Coatings." Areas containing holidays shall be marked repaired or re-coated and re-tested in accordance with coating manufacturer's printed instructions. Holiday detectors shall be:
 - a. High voltage pulse-type holiday detectors as manufactured by Tinker & Rasor or D.E. Stearns Co. Unit shall be adjusted to operate at voltage required to cause sparks to jump across air gap equal to twice specified coating thickness.
 7. Wet film thickness measurement shall be supplemented by a report submitted by the Contractor. The report shall be presented after completion of underlayment, top coating operations, and shall state number of manufacturer's product units used and total square footage of surface area covered. City of Prescott Utilities Manager shall have option of requiring Contractor to document number of units (coating material) on hand before and after coating operations to verify actual minimum dry film thickness applied.
 8. All film thicknesses not meeting required minimums will be re-coated per manufacturer's recommendations.
 9. A Standard Test Method for Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers (ASTM D7234 – 05) shall be performed by the contractor upon completion of coating. The test results shall withstand 300 psi per pull, three trials minimum performed at the bottom, middle and top of the wet well. The contractor shall reapply the coating system at their expense upon failure of this test.
- P. Inspection shall be conducted during the eleventh month following completion of all coating work. Contractor and representative of coating manufacturer shall attend inspection. Defective work shall be repaired in accordance with specifications and satisfaction of Owner. Owner may, by written notice to Contractor, reschedule warranty inspection to another date within one-year correction period, or may cancel warranty inspection altogether. If warranty inspection is not held, Contractor is not relieved of responsibilities under Contract Documents.



GENERAL SERVICES "SAMPLE" CONTRACT

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

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

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

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

ARTICLE III - TIME OF COMPLETION: This Contract shall be for a period of two (2) weeks or fourteen (14) calendar days. CONTRACTOR shall have on hand sufficient quantities of material to meet the needs of the City; provided, however, that there are no guarantees by the City as to the minimum or maximum amount of material which may be purchased by the City during the term of this Agreement.

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, negotiation, securing, drafting or creating the contract on behalf of the City of Prescott is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City of Prescott from any other party to the contract, arising as a result of this contract.

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

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

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

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

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

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

ARTICLE XI – BONDS

- A. On or before the execution of the contract, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to ARS Section 34-222, conditioned upon the faithful performance of this contract in accordance with the plans, specifications and conditions herein. Such bond shall be solely for the protection of the City of Prescott. A copy of this bond shall be filed with the Prescott City Clerk.
- B. Contractor shall also obtain a payment bond, pursuant to the provisions of ARS Section 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.
- C. All bonds must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an "A" rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

ARTICLE XII – MISCELLANEOUS

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

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

- D. This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by the City.
- E. This Agreement shall be construed under the laws of the State of Arizona.
- F. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

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

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

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

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

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

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

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

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

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

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

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

Commercial General Liability – Occurrence Form:

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

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

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

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

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

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

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

"The City of Prescott shall be named as 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 Employer's Liability	Statutory
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 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:

Approved as to Form:

Lynn Mulhall, City Clerk

Jon M. Paladini, City Attorney

Contractor Qualification Form

City of Prescott

Ranch 1B Lift Station Wet Well Coating Project

(To be submitted at the Bid Opening)

Contractor shall have successfully completed at least three (3) wet well rehabilitation projects within in the past three (3) years containing a total of at least 350 square feet of surface area per structure. References will be checked.

Project	
Date Completed	
Name of Owner	
Address of Owner	
Contact Person	
Contact Person Phone Number	
Type of Structure Rehabilitated	
Area of Structure Rehabilitated (SF)	

Project	
Date Completed	
Name of Owner	
Address of Owner	
Contact Person	
Contact Person Phone Number	
Type of Structure Rehabilitated	
Area of Structure Rehabilitated (SF)	

Project	
Date Completed	
Name of Owner	
Address of Owner	
Contact Person	
Contact Person Phone Number	
Type of Structure Rehabilitated	
Area of Structure Rehabilitated (SF)	

**City of Prescott
Solicitation Response**

Form B – Solicitation Response

Description: Ranch 1B Lift Station Wet Well Coating Project

Please note all that apply:

- Lump Sum Price (including tax) for Ranch 1B Lift Station Wet Well Coating Project..... \$ _____
- Addenda Number(s) Received (if any) _____
- Original Forms A through F plus two (2) photocopies**

Business Name: _____

Business Address: _____

Business Phone: (_____) _____

Business Fax: (_____) _____

Business Contact: _____

Contractor Comments: _____

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.

- 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 – Contractor Qualification Form
 - 2. Form B – Solicitation Response
 - 3. Form C – Bid Certification
 - 4. Form D – Non-Collusion Certificate
 - 5. Form E – Bidder Qualifications, Representations and Warranties;
 - 6. Form F – Subcontractors list bid form

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

Dated this _____ day of _____ 2013.

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** _____ **2013.**

Signature

Title

Form E – Bidder Qualifications, Representations and Warranties

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

- E1 Taxes and Liens** - Bidder has no unsatisfied tax or judgment lien on record.
- E2 Subcontractors** – Bidder submits 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.
- E3 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: _____

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.

- E4 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 contract 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 _____ 2013.

Signature

Title

City of Prescott Public Works Department

Form F - Subcontractors List Bid Form

Ranch 1B Lift Station Wet Well Coating Project

	Company Name and License Number	Mailing Address	Phone Number	Bid Item(s)	Total Sub-contractor Amount
1					\$
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
	Total Sub-Contractor Amount				\$