CONTRACT
FOR
CLEAN UP EVENT (FALL) 2011

THIS AGREEMENT, made and entered into this 8th day of September ,2011, by and between Waste Management of Arizona, Inc., (hereinafter the "VENDOR"), and the Town of Prescott Valley, a municipal corporation of Arizona (hereinafter the "TOWN").

The TOWN engages the VENDOR to provide service for the "CLEAN UP EVENT (FALL) 2011" (hereinafter the "EVENT").

WITNESSETH:

WHEREAS, the VENDOR, for and in consideration of the sum to be paid to the VENDOR by the TOWN, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for the VENDOR, the VENDOR's heirs, executors, administrators, successors, and assigned as follows:

ARTICLE 1. SCOPE OF WORK

The VENDOR shall furnish any and all labor, materials (other than those listed as supplied by the TOWN), equipment, transportation, utilities, services and facilities required to perform all work for the services for the EVENT, in a good and workmanlike and substantial manner and to the satisfaction of the TOWN, and strictly pursuant to and in conformity with the Contract Documents, and with such modifications of the same and other documents that may be made by the TOWN, as provided herein.

ARTICLE 2. CONTRACT DOCUMENTS

The Notice of Invitation to Bid, Bid Packet, Specifications, Schedule, Addenda (if any), Bid Proposal, this Contract, and any Performance Bonds, Payment Bonds, Certificates of Insurance, and Change Orders are by this reference the Contract Documents and are made a part of the Contract to the same extent as if set forth herein in full.

Contract is not valid until (a) contract documents are executed, (b) bonds are posted, (c) the notice to proceed has actually been delivered to the VENDOR.

ARTICLE 3. TIME OF COMPLETION

The VENDOR covenants and agrees at the VENDOR's own proper cost and expense, to do all services as aforesaid for said EVENT, as called for by the Contract, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Contract.

ARTICLE 4. PAYMENTS TO VENDOR

For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, and in accordance with the directions of the TOWN the TOWN agrees to pay the VENDOR the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid price in the Bid Proposal and to make such payment in accordance with applicable Arizona Revised Statutes, after final inspection and acceptance of the work.

ARTICLE 5. PAYMENTS TO SUBCONTRACTORS

The VENDOR shall pay to his/her Subcontractors or material suppliers, and each Subcontractor shall pay to his/her Subcontractor or material supplier, within seven (7) days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed the VENDOR or Subcontractor on account of the work performed by his/her Subcontractors, to the extent of each such Subcontractor's interest therein, except that no Contract for construction may materially alter the rights of any VENDOR, Subcontractor or material supplier to receive prompt and timely payment as provided under ARS Section 34-221(E). Such payments to Subcontractors or material suppliers shall be based on payments received pursuant to that Section. Any diversion by the VENDOR or Subcontractor or payments for work performed on a Contract, or failure to reasonably account for the application or use of such payments, constitutes grounds for disciplinary action by the Registrar of VENDORs. The Subcontractor or material supplier shall notify the Registrar of Contractors and the TOWN in writing of any payment less than the amount or percentage approved for the class or item of work as set forth in that Section.

Nothing herein prevents the VENDOR or Subcontractor, at the time of application and certification to the TOWN or VENDOR, from withholding such application and certification to the TOWN or VENDOR for payment to the Subcontractor or material supplier for unsatisfactory job progress, defective construction work or materials not remedied, disputed work or materials, third-party claims filed or reasonable evidence that a claim will be filed, failure of a Subcontractor to make timely payments for labor, equipment and materials, damage to the VENDOR or another Subcontractor, reasonable evidence that the Subcontract cannot be completed for the unpaid balance of the Subcontract sum, or a reasonable amount for retention that does not exceed the actual percentage retained by the TOWN.

ARTICLE 6. INTEREST PAYMENTS

If any payment to the VENDOR is delayed after the date due, interest shall be paid at the rate of one per cent (1%) per month or fraction of a month on such unpaid balance as may be due.

If any periodic or final payment to a Subcontractor is delayed by more than seven (7) days after receipt of the periodic or final payment by the VENDOR or Subcontractor, the VENDOR or Subcontractor shall pay the VENDOR's Subcontractor or material supplier interest, beginning on the eighth (8th) day, at the rate of one per cent (1%) per month or a fraction of a month on such unpaid balance as may be due.

ARTICLE 7. DAMAGES UPON DELAY

Negotiations between the TOWN and the VENDOR for the recovery of damages related to expenses incurred by the VENDOR for a delay for which the TOWN is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the parties to the Contract, are provided under this Contract. This Article shall not be construed to void any provision in the Contract which requires notice of delays, provides for arbitration or other procedure for settlement, or provides for liquidated damages.

ARTICLE 8. INDEMNIFICATION

To the fullest extent permitted by law, the VENDOR shall defend, indemnify and hold harmless the TOWN, its agents, officers, 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 VENDOR, its agents, employees or any tier of VENDOR's subcontractors in the performance of this Contract. VENDOR's duty to defend, hold harmless and indemnify the TOWN, its agents, officers, officials and employees shall 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 there from, caused by VENDOR's acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the VENDOR, any tier of VENDOR's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the VENDOR may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

ARTICLE 9. PRESCOTT VALLEY BUSINESS LICENSE

The VENDOR and any Subcontractors may be required to acquire and maintain a Prescott Valley Business License for the duration of the EVENT in accordance with TOWN Code Article 8-02, as determined by the TOWN Clerk.

ARTICLE 10. INSURANCE REQUIREMENTS

Without limiting any of their liabilities or obligations hereunder, the VENDOR, at its own expense and prior to commencing with Work, shall secure and maintain the herein stipulated minimum insurance with companies duly licensed or otherwise authorized by the State of Arizona, possessing a current A.M. Best Company, Inc. rating of not less than A-, with policies and forms satisfactory to the TOWN.

A. General Clauses

Additional Insured: The insurance coverage, except Workers' Compensation, required by this contract, shall name the TOWN, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance coverage carried by the TOWN or its employees shall be excess coverage, and not contributory coverage to that provided by the VENDOR.

Coverage Term: All insurance required herein shall be maintained in full force and effect until Work required to be performed under the terms of the Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the TOWN. In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two(2) years past completion and acceptance of the VENDOR's work or services, as evidenced by annual Certificates of Insurance.

Primary Coverage: The VENDOR's insurance shall be primary insurance as respects TOWN and any insurance maintained by TOWN shall be excess of the CONSULTANT's insurance and shall not contribute to it.

Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the TOWN.

Waiver: The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the TOWN, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the VENDOR's work or service.

Deductible/Retention: The policies may provide coverage which contains deductibles or self insured retentions. Such deductibles and/or self insured retentions shall not be applicable with respect to the coverage provided to the TOWN under such policies. The VENDOR shall be solely responsible for deductible and/or self insured retentions and the TOWN, at its option, may require the VENDOR to secure the payment of such deductible or self insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

Certificates of Insurance: Prior to commencing with work under this Contract, VENDOR shall furnish TOWN with Certificates of Insurance as required by the Contract, issued by VENDOR's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract by date, EVENT name, and CIP number and shall provide for not less than thirty (30) days per certificate, advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Town of Prescott Valley
Operations Manager
7501 E. Civic Circle
Prescott Valley, AZ 86314

If a policy expires during the life of the contract, a renewal certificate must be sent to the TOWN fifteen (15) days prior to the expiration date.

The TOWN shall not be obligated, to review or to advise VENDOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve VENDOR from, or be deemed a waiver of, the TOWN's right to insist on strict fulfillment of VENDOR's obligations under this Contract.

Cancellation and Expiration: Insurance required herein shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the TOWN.

The VENDOR hereby agrees to indemnify and save harmless the TOWN and any jurisdiction or agency issuing permits for any work included in the EVENT, their officers, employees, agents and representatives from all suits, actions, losses, damages, expenses, costs or claims of any character or any nature brought on account of any injuries or damages sustained by any person(s) or property arising out of the work done in fulfillment of the construction or the improvement under the terms of these Contract Documents, or on account of any act or omission by the VENDOR or his/her agents, or from any claims or amounts arising or recovered under Worker's Compensation laws, or any other law, by-law, ordinance, order or decree.

B. WORKERS' COMPENSATION

VENDOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of VENDOR's employees engaged in the performance of the Work, and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

In case any of the Work is subcontracted, the VENDOR will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the VENDOR.

C. AUTOMOBILE LIABILITY

VENDOR shall carry Commercial/ Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence and a $2,000,000 aggregate including bodily injury and property damage with respect to any of the VENDOR's owned, hired, and non-owned vehicles assigned to or used in performance of the Work. Coverage will be at least as broad as coverage Code 1, "any auto," (Insurance Service Office, Inc. policy form CA 0001 1/87, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

D. GENERAL LIABILITY

VENDOR shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products and Completed Operations Aggregate and $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc.'s Policy Form CG 000211093 or any update thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG20100704, or any update thereof, and shall include coverage for VENDOR's operations and products and completed operations.

If required by this Contract, the VENDOR subletting any part of the work, services or operations awarded to the VENDOR shall purchase and maintain, at all times during prosecution of the work, services or operations under this contract, an TOWN's and VENDOR's Protective Liability insurance policy for bodily and property damage, including death, which may arise in the prosecution of the Work or VENDOR's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than $1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the VENDOR's Commercial General Liability insurance.

ARTICLE 11. COMPLIANCE WITH FEDERAL AND STATE LAWS

A. CERTAIN FEDERAL LAWS

The VENDOR 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 VENDOR 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."

B. STATE AND FEDERAL IMMIGRATION LAWS

Under provisions of A.R.S. § 41-4401, VENDOR hereby warrants to the TOWN that the VENDOR 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 "VENDOR Immigration Warranty").

A breach of the VENDOR Immigration Warranty shall constitute a material breach of this Contract and shall subject the VENDOR to penalties up to and including termination of this Contract at the sole discretion of the TOWN.

The TOWN retains the legal right to inspect the papers of any VENDOR or Subcontractors employee who works on this Contract to ensure that the VENDOR or Subcontractor is complying with the VENDOR Immigration Warranty. VENDOR agrees to assist the TOWN in regard to any such inspections.

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

Neither the VENDOR nor any Subcontractor shall be deemed to have materially breached the VENDOR Immigration Warranty if the VENDOR or Subcontractor establishes that it has complied with the 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 VENDOR enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a VENDOR or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

C. Domestic Solid Waste Laws

The VENDOR expressly agrees to abide by all state and federal rules, regulations, and statutes with regard to the collection, storage, transportation, and disposal of domestic solid waste (including recycled materials) delivered or provided to the Town of Prescott Valley as part of the EVENT. Furthermore, the VENDOR hereby agrees to indemnify and hold the TOWN harmless for and from any liability of any kind which may result from the VENDOR's failure to abide by such rules, regulations, and statutes.

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The VENDOR Agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be on the basis of the indicated amount(s), as bid in the Bid Proposal.

TOWN:
Town of Prescott Valley, Arizona

_____
Harvey C. Skoog, Mayor

ATTEST: Town of Prescott Valley

BY:_____
Diane Russell, Town Clerk
(CORPORATE SEAL)

APPROVED AS TO FORM:

BY: _____
Ivan Legler, Town Attorney

VENDOR:
Waste Management of Arizona, Inc.

_____
BY: Officer/Agent Signature

_____
BY: Print Name & Title