



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

Public Works Department
Phone: (928) 759-3070
Fax: (928) 759-5514

Ken Stanton,
Public Works Operations
Manager
Phone: (928) 759-3089
Email: kstanton@pvaz.net

BID PACKET

Swath Mowing Services

CONTRACT DOCUMENTS

SPECIFICATIONS

**NOTICE OF
INVITATION TO BID**

The Town of Prescott Valley is seeking bids for the Swath Mowing Services. This work consists primarily of providing swath mowing services for the Town of Prescott Valley on an 'as needed' basis for Fiscal Year 12/13. Bid documents may be obtained from the Public Works Department. All submitted bids must be clearly marked **“ANNUAL SWATH MOWING SERVICES”**, placed in a sealed envelope, and received no later than **2:30 PM, MST, Monday, April 30, 2012**.

SEALED BIDS will be accepted until 2:30 PM Arizona MST on April 30, 2012 at the Office of the Town Clerk, 7501 E. Civic Circle, Prescott Valley, AZ 86314. Shortly thereafter, the bids will be opened and read aloud. Bids received after the deadline will be returned unopened. The Town of Prescott Valley reserves the right to accept or reject any and all bids, or any part thereof, and waive any informalities deemed in the best interest of the Town.

Inquiries may be directed to Ken Stanton, Operations Manager, at (928) 759-3089. |

s/Diane Russell
Town Clerk

PUBLISH for two publications that are at least six, but no more than ten, days apart in the Prescott Daily Courier, Public Notices:

Sunday, April 15, 2012

Sunday, April 22, 2012

PROJECT INFORMATION

1. Project Name
Swath Mowing Services

2. Scope of Work:

This work consists primarily of furnishing all necessary materials, labor, equipment and incidentals required to maintain the listed areas in an acceptable manner per the specifications of this bid document throughout the growing season on an 'as needed' basis as requested by the Town of Prescott Valley.

Initial sites to be included are as follows:

1. The Frontage road area on the north side of State Highway 69, from a point 1100 feet East of Truwood, to the Intersection of Glassford Hill Road. The Frontage road area on the south side of State Highway 69, from the east edge of the Eastridge Commercial development to the Southwest Crossroads Commercial Development entrance.
2. The major drainage that runs parallel to Lakeshore Drive from Navajo Drive to Badger Road.

Additional areas can be added throughout the term of the contract based on the unit price bid upon agreement of the Town and the contractor. Pre-bid inspections of all areas can be arranged through the project manager.

This bid, and resulting contract when executed, shall run from July 1, 2012 through June 30, 2013. The Town requests the ability, upon agreement of both the contractor and the Town, to renew the contract for up to four (4) additional 12-month periods. Cost increases cannot exceed 2% per year and must be satisfactorily justified at the time of renewal.

3. Submittal of Bid Proposal

The bid proposal is considered to be this ENTIRE CONTRACT DOCUMENT, completed in full. The Bidder is to retain copies for his/her own records.

The bid proposal and bid proposal guarantee (bid bond) shall be submitted in a sealed envelope; the outside, lower right-hand corner shall be marked as follows:

"Bid of _____, Contractor, for Swath Mowing Services, Town of Prescott Valley."

SEALED BIDS shall be mailed or hand-delivered to the location noted in the NOTICE OF INVITATION TO BID (or as modified by addendum) and must be received before the time and date specified in the NOTICE OF INVITATION TO BID (or as modified by addendum).

Shortly after the deadline, bids will be opened and read aloud. Bids received after the deadline will be returned unopened to the Bidder. The Town of Prescott Valley reserves the right to accept or reject any and all bids, or any part thereof, and waive any informalities deemed in the best interest of the Town.

Bids will be evaluated and awarded based on the total base bid (i.e. all bid schedules), plus or minus any alternate bid schedules, (if any), selected by the Town Council. The successful bidder will be determined by the Town Council at the regularly scheduled Town Council meeting.

4. Bid Schedule Quantities

The quantities listed on the bid schedules are approximate. Actual quantities will be field-verified for payment. Item quantities may be increased, decreased or deleted at the discretion of the Town. Items of work not specifically set forth in the bid schedule are considered to be incidental to the work and no additional compensation will be made. The unit prices shall be considered as full compensation. Therefore, they must include all state and local taxes required.

5. Specifications and Details

- The contractor will be expected at all times to conform with the Manual of Uniform Traffic Control Part 6 in protection of the safety of the worksite and also the public.
- Advanced warning signs will be placed when working within 20 feet of the roadway and all employees will be provided with OSHA required personnel protective equipment as well as high visibility clothing while on the work site.
- Any equipment used in this area must also be equipped with high standard lighting and four-way flashers visible for a minimum distance of 500 feet. Equipment shall be equipped with a working back-up alarm that is audible and distinctly distinguishable from other noise at the work site. A "Slow Moving" equipment symbol must be displayed in good repair mounted in the center of the rear of the vehicle.
- All equipment must conform to current Federal, State, and Occupational Health and Safety act laws, rules and regulations.
- Large capacity fire suppression equipment shall be readily available to the operator at all times while work is underway.
- Operator shall have emergency communications available on the worksite. Operator or onsite supervisor shall be capable of clear communications and must be literate and fluent in the English language.
- All contractors shall ensure that all equipment is safe and in good repair, appearance and in sanitary condition at all times. Equipment used in the Right-of-Way shall be clearly marked with the company name and logo.
- Work shall be suspended if weather or road conditions are such that work operations cannot be carried out in a safe and effective manner, or will pose a hazard.
- Contractor shall provide the Town with an invoice upon satisfactory acceptance of mowing service which includes contract name and a summary

on completion of work listing, date, time, site, and operator for work performed.

- Measurement for payment will be for actual swath miles mowed, with all incidentals included. A swath mile is designated as a swath width (6 feet) for a distance of one mile. The bid price includes all traffic control, mowing, string cutting, hand work and necessary clean up to the satisfaction of the Town’s designated inspector.
- Work will be scheduled and authorized by the Town’s Public Works Operations Manager or his designee. Unauthorized work will not be accepted.
- Work on the Highway 69 Frontage area will be required to be in a presentable manner in advance of all holiday weekends.

6. Project Team Definitions and Responsibilities:

Project Manager:	Duties & Responsibilities
Town of Prescott Valley 7501 E. Civic Circle Prescott Valley, AZ 86314 (928) 759-3089 Ken Stanton	* Process Pay Requests * Authorize work performance
Inspector:	
Town of Prescott Valley 7501 E. Civic Circle Prescott Valley, AZ 86314 (928) 759-3074 Brian Kelly	* Review work * Coordinate with contractor * Review Pay Requests and make payment recommendation

7. Cooperation Between Contractors

This project is to be coordinated with any and all simultaneous and adjacent construction projects. The Contractor of this project shall initiate and establish a line of formal communication with all contractors who are doing simultaneous and adjacent construction projects.

8. Permits

Contractor will be required to secure an Arizona Department of Transportation ‘no charge’ permit on an annual basis for work performed in their Right-of-Way.

9. Business License

All Contractors shall have a Town of Prescott Valley Business License. The issuance of a business license is subject to the terms and conditions on the attached business license application. The business license must be acquired prior to the start of services.

10. Construction Schedule

Ongoing as authorized by Contract Administrator.

11. Hours of Work

Work hours shall be between 7:00 AM and 5:00 PM, Monday through Friday, excluding holidays. Any request for changing the work hours shall be submitted for review to the Project Manager. Inspections are to be scheduled during regular working hours, unless otherwise approved by the Project Manager.

12. Work Site Safety

The Contractor is specifically responsible for, and by submission of his/her proposal and/or execution of a contract for this project accepts full and complete responsibility for, work site safety for this project. It is recognized that neither the Owner or their representatives have control of, or responsibility for, work site safety.

13. Property to Be Used

The Contractor shall restrict his/her operations and equipment to rights-of-way and/or easements to be graded as part of his/her work and to other staging areas obtained by the Contractor or designated by the Owner. Disturbance and damages to areas within rights-of-ways shall be restored to pre-damage condition or better. Damage to any area shall be restored to pre-damage condition or better, at the Contractor's expense.

14. Local Business Access

The contractor shall maintain 24-hour access to all businesses and properties during the maintenance period. Additional "BUSINESS ACCESS" signs may be required as directed by the owner.

15. Residential Access

The contractor shall coordinate with and provide access to all residences during the maintenance period.

16. Traffic Control

A traffic control plan is required to be submitted and approved prior to commencement of each area of work. Key elements of this plan are as follows:

- * The Contractor shall maintain convenient traffic access to the adjacent and nearby businesses and residences for the duration of the project.
- * Dust control shall be monitored and regulated.
- * The Contractor shall provide the traffic control signs, markings and devices in accordance with the Manual of Uniform Traffic Control Devices and ADOT supplements.

17. Protection of Existing Utilities and Property and Project Site

Contractor shall be held responsible for any damage to existing utilities and property, both public and private, due to Contractor's work. Contractor shall repair or replace any such damaged utilities and property according to the requirements of the Project Manager at no additional cost to the Town. The Contractor shall be responsible for maintaining and protecting the work area and shall adequately protect the public, in and around the work area. Contractor shall conduct the work to ensure the least possible inconvenience to the general public and adequate protection of persons and property in the work vicinity. If a hazardous condition is observed and the Town notifies the Contractor either directly or by telephone, the Contractor shall correct the situation immediately.

BID PROPOSAL

Place: Room 331
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

Date: 4-28-12

Town Clerk
TOWN OF PRESCOTT VALLEY
7501 E. CIVIC CIRCLE
PRESCOTT VALLEY AZ 86314

Ladies/Gentlemen:

In compliance with your invitation for bids and all conditions of the Contract Documents, the undersigned, LARRY A. BERGER, a corporation organized under the laws of the State of _____, a partnership consisting of _____ or individual trading as LARRY'S MOWING SERVICE of the Town/City of DEWEY, ARIZONA, hereby proposes and agrees to furnish any and materials, labor, construction equipment, services, transportation, TAXES, AND PERMITS required for performing all work for the **Swath Mowing Services**; and to perform these services for the Owner in a good and workmanlike and substantial manner and to the satisfaction of the Owner. Strictly pursuant to, and in conformity with, these Specifications prepared by the Owner or their properly authorized agents at the following unit price rates:

BID SCHEDULE

Bid quantities shown are in 6 foot swaths one mile in length

Bidder's Initials: L.A.B.

Item No.	Description	Est. Quantity	Unit	Unit Bid Price	Single Maintenance Cost
1	Highway 69 Frontage Area	72.89	Mile	<u>41.72</u>	<u>3,040.97</u>
	Estimated 6 times annually			<u>x6</u>	<u>18,245.82</u>
Base Bid Total					
	Alternate Bid 1				
2	Lakeshore Drainage	30.00	mile	<u>41.72</u>	<u>1,251.60</u>
	Estimated 4 times annually			<u>x4</u>	<u>5,006.40</u>
Alternate Bid Total					
TOTAL BID SCHEDULE					<u>\$ 23,252.23</u>

Total Bid = \$ 23,252.23 (use numbers)

Twenty three Thousand Two hundred fifty two & 23/100 DOLLARS (use words)

Receipt of Addenda Acknowledgment		
Addendum No.	Date of Acknowledgment	Initials

Town Use Only: Date: 4-30-12

-ACKNOWLEDGEMENT OF RECEIPT-

Town Clerk: Jane Catanzano Witness: Kerry Anderson

+

The lowest responsible bidder is to be determined per Prescott Valley Town Code. The Town reserves the right to reject any and/or all bids, or to waive any informalities in any bid deemed to be for the Town's best interests.

The undersigned hereby declares that he/she has visited the site and has carefully examined the Contract Documents relating to the work covered by the above bid or bids.

Enclosed herewith is a certified or cashier's check, or bid bond, payable to TOWN OF PRESCOTT VALLEY, in the amount of \$ _____ which is ten percent (10%) of the estimated contract quotations for the total amount bid on all bid schedules. This check or bond is submitted as a guarantee that the undersigned will enter into a contract and furnish the required bond in the event a contract is awarded to the undersigned. The bid security attached, without endorsement, is to become the property of TOWN OF PRESCOTT VALLEY in the event the contract and bonds are not executed within the time set forth as liquidated damages for delay and additional work caused thereby.

Upon receipt of Notice of Award of this bid, the undersigned will execute the formal Contract Documents.

The undersigned has carefully checked all the above figures and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Respectfully submitted,

ATTEST:

LARRY A. BERGER
CONTRACTOR

Witness: If bidder is an individual.

(Corporate Seal)

11160 COCKRISE CR.
DEWEY, AZ 86327
(BIDDER'S FULL ADDRESS)

AGENT PROVIDING BID BOND -
CONTACT INFORMATION

N/A
(NAME)

(ADDRESS)

(PHONE NUMBER)

AFFIDAVIT OF NON-COLLUSION

STATE OF ARIZONA)
County of YAVAPAI) §

LARRY A BERGER, being first duly sworn, deposes and says: THAT
he/she is OWNER/OPERATOR of (TITLE)
LARRY'S MOWING SERVICE
(INSERT NAME OF BIDDER)

who submits herewith to the TOWN OF PRESCOTT VALLEY, a bid proposal called
Swath Mowing Services.

THAT all statements of fact in such proposal are true;

THAT said proposal was not made in the interest of, or on behalf of, any undisclosed
person, partnership, company, association, organization, or corporation;

THAT said bid proposal is genuine and not collusive or a sham;

THAT said bidder has not, directly or indirectly by agreement, communication or
conference with anyone, attempted to induce action prejudicial to the interest of the
TOWN OF PRESCOTT VALLEY or of any bidder or anyone else interested in the
proposed Contract; and further,

THAT prior to the public opening and reading of proposal, said bidder:

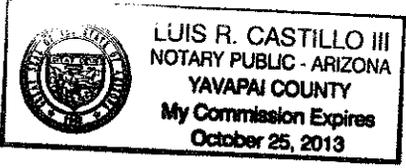
1. did not directly or indirectly induce or solicit anyone else to submit a false or sham
bid proposal;
2. did not directly or indirectly collude, conspire, connive or agree with anyone else that
said bidder or anyone else would submit a false or sham proposal, or that anyone
should refrain from bidding or withdraw his/her proposal;
3. did not, in any manner, directly or indirectly seek, by agreement, communication or
conference with anyone, to raise or fix the proposal price of said bidder or of anyone
else, or to raise or fix any overhead, profit, or cost element of his proposal price or of
that of anyone else;
4. did not directly or indirectly submit his proposed price or any breakdown thereof, or
the contents thereof, or divulge information or data relative thereto to any
corporation, partnership, company, association, organization, bid depository, or to
any member or agent thereof, or to any individual or group of individuals, except the
TOWN OF PRESCOTT VALLEY, or to any person or persons who have a
partnership or other financial interests with said bidder in his/her business.

BY: Larry Berger

STATE OF ARIZONA)
County of YAVAPAI)§

The foregoing instrument was subscribed and sworn to before me this
30th day of April, 2012.

[Signature]
NOTARY PUBLIC



My Commission Expires: Oct. 25, 2013

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK



9182907855
Date 04/30/2012

91-2
1221

Remitter LARRY'S MOWING SERVICE

Pay: TWO THOUSAND THREE HUNDRED TWENTY FIVE DOLLARS AND 23 CENTS

\$ *****2,325.23 ****

Pay To The Order Of TOWN OF PRESCOTT VALLEY

Drawer: JPMORGAN CHASE BANK, N.A.

Michael Andrews

Senior Vice President
JPMorgan Chase Bank, N.A.
Phoenix, AZ



⑈9182907855⑈ ⑆122100024⑆ 758661409⑈

LARRY'S MOWING SERVICE

"The Best Cut Ever !!"

11160 Cochise CR. Dewey, AZ 86327

April 28, 1012

**Town of Prescott Valley
Attn: Members of Town Council
7501 E. Civic Circle
Prescott Valley, AZ 86314**

Members of Town Council,

Thank you for allowing me and my wife to bid on this another Swath Mowing Contact. Besides the requested Scope of Work scheduled, as in the last 5 years, if time and conditions allows, we would continue to do some additional services that we personally like to see done to make the mowing job look it's best for not only the city, the residences but also I guess the pride of a job well done when we are finished.

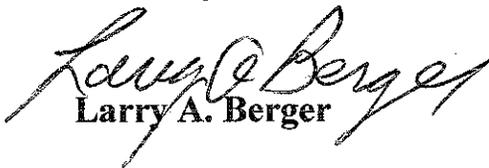
*** At no extra charge I will take care of mowing and trimming the 6 to 10 feet along the frontage road from Glassford Hill to Prescott E. Highway and trim around signs, fire hydrants and etc.**

*** From the last contract to the new, I will be trimming around trees that are not in the walk path area. I will also increase Liability limits on the truck and trailer and on my workers comp. policy. As I have done in the past, I would continue to keep the Hwy #69 curb as free from weeds as possible, annually trim out the Lakeshore wash it's self and continue to keep new rocks and larger manageable trash out of the mowing area so as to do the best job in future mowings.**

As the last 3 years were difficult financial years for everyone, I was satisfied to not require a pay increase. When I check back to what I was paying for gasoline alone, three years ago, it was \$1.87 and 1.89 per gallon. I trust asking for a 4½ % increase over three years ago would be in order.

Prescott Valley Public Works Department has always been more than fair to me over the past years and I have always tried to do more than what was expected to make our work look really good.

Sincerely,


Larry A. Berger

**Best Number to Reach Us = (800) 928-7610
IF NO ANSWER:: Please Leave a Message
My Cell number is (928) 710-2800**

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company
 American Family Mutual Insurance Company if selection box is not checked.
 6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
 Larry A Berger
 11160 Cochise Cir
 Dewey, AZ 86327-5605

Agent's Name, Address and Phone Number (Agt./Dist.)
 Natalie Haertlein (928) 772-1443
 3050 N Navajo Dr Ste 104
 Prescott Valley, AZ 86314-8665 (071/411)

**This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.
 This certificate does not amend, extend or alter the coverage afforded by the policies listed below.**

COVERAGES				
This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.				
TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Farm/Ranch Liability				Farm Liability & Personal Liability
				Each Occurrence \$,000
				Farm Employer's Liability Each Occurrence \$,000
Workers Compensation and Employers Liability †				Statutory *****
				Each Accident \$,000
				Disease - Each Employee \$,000
				Disease - Policy Limit \$,000
<input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>	02-X75275-01-00	8/23/2011	8/23/2012	General Aggregate \$ 2,000,000
				Products - Completed Operations Aggregate \$ 2,000,000
				Personal and Advertising Injury \$ 1,000,000
				Each Occurrence \$ 1,000,000
				Damage to Premises Rented to You \$ 100,000
				Medical Expense (Any One Person) \$ 5,000
				Businessowners Liability
Liquor Liability				Common Cause Limit \$,000 Aggregate Limit \$,000
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos <input type="checkbox"/>	02-XB3071-01-00	3/28/2012	3/28/2013	Bodily Injury - Each Person \$ 100,000
				Bodily Injury - Each Accident \$ 300,000
				Property Damage \$ 100,000
				Bodily Injury and Property Damage Combined \$,000
Excess Liability <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/>				Each Occurrence/Aggregate \$,000

Other (Miscellaneous Coverages)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS
 † The individual or partners shown as insured Have Have not elected to be covered as employees under this policy.
 †† Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.
 If increased Liability Limits are needed, please advise.
 Holder is listed as Additional Insured per CG 20 10 07 04

CERTIFICATE HOLDER'S NAME AND ADDRESS	CANCELLATION
• Town of Prescott Valley 7501 E Civic Circle Prescott Valley, AZ 86314	<input type="checkbox"/> Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail *() days) written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown. <input checked="" type="checkbox"/> This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.
DATE ISSUED	AUTHORIZED REPRESENTATIVE
4/27/2012	Natalie D. Haertlein

CONTRACT

THIS AGREEMENT, made and entered into this 14th day of June, 2012, by and between **Larry's Mowing Service**, hereinafter designated the CONTRACTOR, and the **Town of Prescott Valley**, a municipal corporation of Arizona hereinafter designated the OWNER.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid to the Contractor by the said Owner, 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 Contractor, the Contractor's heirs, executors, administrators, successors, and assigned as follows:

ARTICLE I – SCOPE OF WORK

The Contractor shall furnish any and all labor, materials (other than those listed as supplied by the Owner), equipment, transportation, utilities, services and facilities required to perform all work related to the Swath Mowing Services, to complete these services for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of the Owner under the direction and supervision of the Project Inspector, and strictly pursuant to and in conformity with the Specifications of the bid document and all referenced standards, and with such modifications of the same and other documents that may be made by the Owner through the Project Manager or Inspector.

ARTICLE II – CONTRACT DOCUMENTS

The Call for Bids, Specifications, Special Provisions, Addenda (if any), Bid Proposal and Schedule (as accepted by the Owner), this Contract, and any 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.

ARTICLE III – TIME OF COMPLETION

The Contractor covenants and agrees at the Contractor's own proper cost and expense, to do all work as stated in the Bid Proposal. The work will be assigned and completed in a continuous fashion through completion on authorization of the Town's representative.

ARTICLE IV – PAYMENTS TO CONTRACTOR

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 Owner, the Owner agrees to pay the Contractor the amount earned, computed from actual quantities of work performed 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.

Contractor will be required to submit invoice for work performed at completion of an authorized work cycle.

ARTICLE V – INTEREST PAYMENTS

If any payment to the Contractor 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 Contractor or Subcontractor, the Contractor or Subcontractor shall pay the Contractor'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 VI - INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, 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 Contractor, its agents, employees in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the Owner, 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 Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor 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 VII - INSURANCE REQUIREMENTS

The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed to do business in the State of Arizona with policies and forms satisfactory to the Owner.

All requirements herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the Owner, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance, and any insurance or self-insurance maintained by the Owner shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the Owner.

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

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

The Owner reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The Owner shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the Owner's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation, required by this Contract shall name the Owner, its agents, officers, officials and employees as Additional Insured's.

REQUIRED COVERAGE

General Liability

Contractor 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 Contractor's operations and products and completed operations.

If required by this Contract, the Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this contract, an Owner's and Contractor's Protective Liability insurance policy for bodily and property damage, including death, which may arise in the prosecution of the Work or Contractor'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 Contractor's Commercial General Liability insurance.

Automobile Liability

Contractor shall maintain 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 the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 0001/87, 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.

Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$1,00,000 for each accident, \$1,000,000 per disease for each employee, and \$1,000,000 disease policy limit.

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

Required coverage's may be modified by an amendment to the Contract Documents.

CERTIFICATES OF INSURANCE

Prior to commencing Services under this Contract, Contractor shall furnish the Owner with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage's, conditions and limits required by this Contract are in full force and effect.

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 Contractor's work or services and as evidenced by annual Certificates of Insurance.

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

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title.

CANCELLATION AND EXPIRATION NOTICE

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

The Contractor hereby agrees to indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the project, 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 Contractor 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.

ARTICLE VIII. COMPLIANCE WITH FEDERAL AND STATE LAWS

A. CERTAIN FEDERAL LAWS

The 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 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."

B. STATE AND FEDERAL IMMIGRATION LAWS

Under provisions of A.R.S. § 41-4401, CONTRACTOR hereby warrants to the TOWN 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 TOWN.

The TOWN 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 TOWN in regard to any such inspections.

The TOWN may, at its sole discretion, conduct random verification of the employment records of the CONTRACTOR and any subcontractors to ensure compliance with CONTRACTOR's Immigration Warranty. CONTRACTOR agrees to assist the TOWN in regard to any random verifications 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 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 CONTRACTOR enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a CONTRACTOR or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

The Contractor 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.

OWNER:
Town of Prescott Valley, Arizona

CONTRACTOR:
Larry's Mowing Service

Harvey C. Skoog, Mayor

Signature

BY: _____
Print Name and Title

ATTEST: Town of Prescott Valley

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

APPROVED AS TO FORM:

BY: _____
Ivan Legler, Town Attorney