

**Department of Public Works**  
**Contract Documents**  
**For the**  
**Provision**  
**of**  
**Street Sweeping Services**

**Town of Prescott Valley  
Public Works Department  
7501 Civic Circle  
Prescott Valley, AZ 86314**

**Ph : (928) 759-3070  
Fax: (928) 759-5514**

**Ken Stanton, Public Works Operations Manager  
tel: (928) 759-3089**

**Bid Date: April 30, 2012 at 2:30 PM MST**



**TOWN OF PRESCOTT VALLEY  
CALL FOR BIDS**

The Town of Prescott Valley is seeking bids for **Street Sweeping Services** in Prescott Valley during the fiscal year beginning July 1, 2012. Bid documents may be obtained from the Public Works Department. All bids must be clearly marked “**STREET SWEEPING**”, placed in a sealed envelope, and received no later than **2:30 PM MST on Monday, April 30, 2012**. Bids may be hand-delivered or mailed to the Town Clerk’s Office at 7501 E. Civic Circle, Prescott Valley, Arizona, 86314. At the above time and date, all apparent responsive bids shall be opened and read aloud. The Town of Prescott Valley reserves the right to accept or reject any or all bids.

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

*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*

**TOWN OF PRESCOTT VALLEY**  
**STREET SWEEPING BID SPECIFICATIONS/CONTRACT**  
**FY 2012-2013**

The Town of Prescott Valley is seeking bids for Street Sweeping Services over a 12-month period beginning July 1, 2012.

The Town of Prescott Valley desires to power sweep streets within its jurisdiction that have curb and gutter four (4) full times annually and otherwise on an 'as-needed' basis. There are approximately sixty-two (62) miles of street with curb and gutter for an estimated total of one hundred and eighty one (181) miles of curb and gutter (includes medians). Areas to be swept shall include all paved areas between curbs or edge of pavement. The Town will provide a spoils site within five (5) miles of the work. In addition, the Town will bust loose any packed dirt at the request of the successful Bidder/Vendor. Water **must** be provided by the successful Bidder/Vendor. The bid unit is per linear mile of curb and gutter.

When requested by the Town for a complete program, work shall commence within a ten calendar day period. When a public nuisance or hazard is determined by Town staff, the contractor is to schedule work as soon as possible; not to exceed a 72 hour period.

Amount quoted: \$ 49.80  
(per linear curb and gutter mile)

Bidder/Vendor: Tryton Enterprises, LLC / Russ Paluszcyk

<b>Town Use Only:</b>	<b>-- ACKNOWLEDGEMENT OF RECEIPT --</b>	4-30-12
Town Clerk: <u>Jane Catanzano</u>	Witness: <u>Kerry Anderson</u>	

Receipt of Addenda No.	Addenda Acknowledgement Date	Initials

The bid amount includes all cost, including transport, sweeping, cleaning, water and all taxes (including sales taxes) required to provide this service.

The successful Bidder/Vendor must have a Prescott Valley Business License at the time of selection.

The term of this Contract shall be one year beginning July 1, 2012 following approval by the Town Council.

The Town of Prescott Valley may extend this Contract up to four (4) additional, one (1) year periods, upon the recommendation of the Contract Administrator and Public Works Director and with the concurrence of the Contractor. Contractor shall be notified in writing by the Public Works Operations Manager of the Town of Prescott Valley's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

The Town reserves the right to accept or reject any or all bids, based on the Town's best interest.

All bids must be submitted on the entire document titled "**STREET SWEEPING BID SPECIFICATIONS/CONTRACT**" as contained herein, and must be sealed, marked "**STREET SWEEPING**", and received at the Office of the Town Clerk prior to the stated bid time.

The Town of Prescott Valley reserves the right to rescind this Contract upon fifteen (15) calendar days written notice, addressed to the Agent of the successful Bidder/Vendor as listed herein.

\* \*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\* \*

### **INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Town of Prescott Valley, its agents, officers, officials and employees from and against all tortious 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, or any tier of Contractor's subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the Town of Prescott Valley, its agents, officers, officials and employees shall arise in connection with any tortious 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 any 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.

### **INSURANCE REQUIREMENTS**

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

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

The Contractor's insurance shall be primary insurance as respects to the Town of Prescott Valley, and any insurance or self-insurance maintained by the Town of Prescott shall not contribute to it.

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

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town of Prescott Valley, its agents, officers, officials and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

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

The Town of Prescott Valley reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The Town of Prescott Valley 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 Town of Prescott Valley's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the Town of Prescott Valley, its agents, officers, officials and employees as Additional Insured's.

### **REQUIRED COVERAGE**

Without limiting any of their liabilities or obligations hereunder, the CONTRACTOR, 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 CONTRACTOR.

**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 CONTRACTOR's work or services, as evidenced by annual Certificates of Insurance.

Primary Coverage: The CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR shall be solely responsible for deductible and/or self insured retentions and the TOWN, 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.

Certificates of Insurance: Prior to commencing with work under this Contract, CONTRACTOR shall furnish TOWN with Certificates of Insurance as required by the Contract, issued by CONTRACTOR'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, project 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  
Public Works 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 CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of, the TOWN's right to insist on strict fulfillment of CONTRACTOR'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 CONTRACTOR hereby agrees to indemnify and save harmless the TOWN 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.

**B. WORKERS' COMPENSATION**

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 \$1,000,000 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 CONTRACTOR will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the CONTRACTOR.

**C. AUTOMOBILE LIABILITY**

CONTRACTOR 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 CONTRACTOR'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**

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 00021 1093 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 TOWN'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.

\* \* \* \* \*

The acknowledged signature below indicates the successful Bidder/Vendor's agreement to abide by these specifications, including the Bidder/Vendor's bid proposal, and acknowledges that the Call for Bids, these Bid Specifications, the Bid proposal and the Town's Notice of Award together constitute a Contract between the successful Bidder/Vendor and the Town of Prescott Valley.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2012

Name of Bidder: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

Bidder's License \_\_\_\_\_

Type and Number: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

(Officer or authorized agent)

Type or Print Name: Tryton Enterprises LLC

Phone/Fax: 928-567-2748

cell 928-300-1980

**OWNER:**  
Town of Prescott Valley, Arizona

**CONTRACTOR:**  
Tryton Enterprises, LLC

\_\_\_\_\_  
Harvey C. Skoog, Mayor

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Print Name and Title

ATTEST: Town of Prescott Valley

\_\_\_\_\_  
Diane Russell, Town Clerk

**TOWN CLERK**  
(CORPORATE SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Ivan Legler, Town Attorney