

## REQUEST FOR BID FOR 2012 WELD COUNTY FAIR

### CONTRACTOR RESPONSIBILITIES:

Contractor shall provide horses and carriage (wagons) to operate during the 2012 Weld County Fair ("the Fair") from July 26 through July 29, 2012, at the Island Grove Regional Park in Greeley. Contractor shall provide 2 horse and carriage (wagon) units that are capable of carrying 8-12 people at least. Hours of operation are Thursday, July 26<sup>th</sup> 9:00 am – 5:00 pm with one unit and 5:00 pm – 7:00 pm with 2 units for a special event, Friday, July 27<sup>th</sup> 9:00 am – 8:00 pm with one unit (there may be a need for 2 units during a portion of the day to be determined jointly by the driver and fair coordinator), Saturday, July 28<sup>th</sup> with one unit and 12:00 noon – 8:00 pm with 2 units at needed, and Sunday, July 29<sup>th</sup> 8:00 am – 4:00 pm with 2 units. Breaks as needed to insure comfort and humane treatment of horses, but not to exceed 1 hour every 4 hours unless mutually agreed upon by Contractor and Fair Board Representatives. Routes of operation will be designated by shall remain within Island Grove Regional Park Boundaries. Routes will exclude the area in front of the Livestock Barn during the Breeding and Market Beef Show on Friday, July 27<sup>th</sup> for safety reasons. In addition Contractor agrees to the following:

1. Contractor agrees to safely operate all rides continually through the duration of the contract and maintain such ride in a safe and proper working condition and provide humane care and treatment of horses as per all laws as mentions in Item 3. Contractor will provide one driver and one handler for each unit in operation hauling passengers. Contractor will provide 2 horses per carriage (wagon) that must be accompanied, upon arrival, with health inspection papers issued by a certified veterinarian within 10 days of the event.
2. Contractor shall designate authorized agents and have an authorized agent on the grounds at all times during the execution of the terms of this Agreement.
3. Contractor shall adhere to all federal, state, and local laws and regulations including, but not limited to the laws of the State of Colorado and the County of Weld.
4. Contractors shall designate representatives. The representatives my contact Fair personnel at any time before or after the Fair, shall be available throughout the Fair, and shall be vested with the authority to make all decisions on behalf of the Contractor which are or may be necessary to carry out the responsibilities of the Contractor for the purpose of this Agreement.

Comprehensive General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury. Said insurance shall include coverage for any and all personal injuries to participants, audience members, and volunteers arising out of Contractors activities.

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each occurrence)
Personal Injury Protection	As Required by Colorado Statutes

Workman's Compensation Insurance: As Required by Colorado Statutes

Contractor's comprehensive general liability, comprehensive automobile liability and workman's compensation insurance policies and/or certificates of insurance shall be issued to include Weld County as an "additional insured" and shall include the following provisions:

Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of Contractor, or injuries arising out of Contractor, as a result of such activities.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled without thirty (30) days prior written notice to the County by certified mail, return receipt requested.

All insurers of Contractor must be licensed and approved to do business in the State of Colorado.

At any time during the term of this Agreement, the County may require Contractor to provide proof of the insurance coverage or policies required herein.

Upon failure of Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, maybe immediately declared suspended, discontinued, or terminated. Failure of Contractor to obtain and/or maintain any required insurance shall not relieve Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of Contractor concerning indemnification.

**RESPONSIBILITIES OF THE COUNTY:**

1. County agrees to provide and make available at no charge to the Contractor, adequate space at island Grove Regional Park for operation of Carriage (wagon) service.
2. County shall pay Contractor the fees agreed upon, with \$500.00 paid upon signing of an Agreement, and the remainder paid at the end of the Fair on July 29, 2012. County shall not be obligated to pay any further costs or expenses associated with the operation of the carriages (wagons).
3. County agrees to provide an agreed upon number of stalls, for the horses and one for tack.
4. County agrees to provide a camper space in the area F1 – F10 including electricity and water for use by the Contractor at no charge during the time period addressed the Agreement.