

page

A R I Z O N A
THE CENTER OF CANYON COUNTRY

**BID DOCUMENTS
FOR**

**ELEVATED WATER TANK
INTERIOR REHABILITATION
PAGE, ARIZONA**

BID # 19-01-W

FOR

**City of Page dba
Page Utility Enterprises**

Table of Contents

	Page
NOTICE OF INVITATION FOR BID.....	3
DEFINITIONS.....	5
SCOPE OF WORK and/or PLANS, DRAWINGS, AND TECHNICAL SPECIFICATIONS.....	6
INSTRUCTIONS TO BIDDERS.....	17
GENERAL CONDITIONS.....	21
ARIZONA STATUTORY BID BOND.....	27
ARIZONA STATUTORY PAYMENT BOND.....	28
ARIZONA STATUTORY PERFORMANCE BOND.....	29
CONTRACT.....	30
CONTRACTOR’S REFERENCE PAGE.....	38
LIST OF SUBCONTRACTOR & MATERIAL VENDORS.....	41
STATEMENT OF BIDDER QUALIFICATION.....	42
BID FORM.....	44
NOTICE OF AWARD.....	45
NOTICE TO PROCEED.....	46

**CITY OF PAGE, ARIZONA
ELEVATED WATER TANK
INTERIOR REHABILITATION**

Bid #19-01-W

NOTICE OF INVITATION FOR BID

NOTICE IS HEREBY GIVEN that sealed bids will be received at the Page Utility Enterprises office located at 640 Haul Road, Page, Arizona, until **4:00 p.m., Wednesday, February 27, 2019**. At that time, bids will be publicly opened. Bidders are invited but not required to be present at the bid opening.

Bids must be in the actual possession of the Utilities General Manager on or prior to the exact time and date indicated above. Late bids shall not be considered and will be returned unopened. The prevailing clock shall be the Utility office clock.

Bids must be submitted on the forms furnished and in a sealed envelope. The Invitation for bid's project name and bidder's name and address should be clearly indicated on the outside of the envelope. Bids sent through Federal Express or other express mail agencies must have the bid documents sealed within an additional envelope inside the outer mailer.

Project Description: This project includes blasting, re-coating and disinfecting of the entire interior of the 150,000 gallon elevated water tank located in Page, Arizona.

A site visit is recommended prior to bidding and can be scheduled by calling Matthew Wood at 928-645-2419.

Contractor may request a copy of the latest cleaning and inspection report for information only by contacting Matthew Wood at 928-645-2419 or email at: mwood@pageutility.com.

Any questions should be addressed to Matthew Wood by calling 928-645-2419 or email to: mwood@pageutility.com.

Requests for specifications and bid documents shall be directed to: Matthew Wood, 928-645-2419, Page Utility Enterprises, 640 Haul Road, P.O. Box 1955, Page, AZ 86040 or may be obtained from website at www.pageutility.com/engineering.html.

All bids must be accompanied by a security consisting of a certified check, cashier's check, or Bid Bond for not less than ten percent (10%) of the total bid, payable to Page Utility Enterprises. **PERSONAL OR INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.**

The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish a Payment Bond in the amount equal to one hundred percent (100%) of the Contract Price, a Performance Bond in an amount equal to one hundred percent (100%) of the Contract price, and a certificate of Insurance. Bids may not be withdrawn for a period of sixty (60) days after the bid opening.

Page Utility Enterprises reserves the right to reject any or all bids or parts thereto and to waive any informalities in the bids received.

Disadvantaged business enterprises will be afforded a full opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin. Persons with disabilities may contact the Human Resources Director at (928) 645-4231 regarding availability of information in alternative formats.

Published in the Arizona Daily Sun.
See, publication dated January 30 through February 2, 2019.

DEFINITIONS

Whenever in these Bid Documents, or in any document of instruction where these Bid Documents govern, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

BID: The offer of the BIDDER for the work when properly made out on forms containing the Bid Form supplied by CITY and properly submitted signed and guaranteed.

BID DOCUMENTS: Consists of all CONTRACT DOCUMENTS and may be used interchangeably with said term.

BIDDER: Any individual, firm or corporation, qualified as herein provided, legally submitting a Bid for the work contemplated, acting directly or through an authorized representative.

CITY: The CITY of Page, an Arizona municipal corporation.

CONSTRUCTION DOCUMENTS: The drawings, technical plans and specifications/provisions, supplementary general and/or special conditions for THE WORK.

CONTRACT: The written agreement covering the performance of THE WORK and the furnishing of labor, equipment, and materials in the construction for THE WORK.

CONTRACT DOCUMENTS: Includes the Notice of Invitation for Bid, Definitions, Scope of Work and/or Plans, Drawings, and Technical Specifications/provisions, Instructions to Bidders, General Conditions, Special Conditions (if any), Arizona Statutory Bid Bond, Arizona Statutory Performance Bond, Arizona Statutory Payment Bond, Contract, Contractor's Reference List, List of Subcontractors & Material Vendors, Statement of Bidder Qualifications, Bid Forms, Notice of Award, and Notice to Proceed.

CONTRACTOR: The successful BIDDER selected by the Council that enters into the CONTRACT to perform THE WORK.

EXTRA WORK: Work, including materials, for which no price agreement is contained in the CONTRACT and which is deemed necessary for the proper completion of the work.

NOTICE OF AWARD: The official written notice from CITY to the BIDDER selected by CITY to perform THE WORK.

NOTICE TO PROCEED: The official written notice from CITY to CONTRACTOR to begin performance of THE WORK.

RESPONSIBLE BIDDER: A BIDDER determined by CITY:

- (A) To have the ability, capability, experience and skill to provide the goods and/or services in accordance with the bid specifications;
- (B) To have the ability to provide the goods and/or services promptly, or within the time specified, without delay or interference;
- (C) To have equipment, facilities and resources of such capacity and location to enable the BIDDER to provide the goods and/or services;
- (D) To be able to provide future maintenance, repair, parts and service for the use of the goods purchased, when applicable;
- (E) To have the quality and adaptability of the materials, supplies or services required or necessary to the particular use; and
- (F) To possess the financial resources to perform the CONTRACT.

RESPONSIVE BIDDER: A BIDDER determined by CITY to have submitted a bid that conforms in all material respects to the requirements of the BID DOCUMENTS.

SPECIAL CONDITIONS: Additional conditions to the General Conditions which are conditions or requirements peculiar to the project under consideration. In the event Special Conditions are in conflict with the General Conditions, the Special Conditions shall be controlling.

SURETY: The corporate body, who is primarily liable, that agrees to be responsible for the payment of all debts pertaining to the acceptable performance of the work for which the CONTRACTOR has contracted.

THE WORK: All of the work or services, including the labor and materials, specified in the CONTRACT DOCUMENTS.



ELEVATED WATER TANK INTERIOR REHABILITATION PAGE, ARIZONA

SCOPE OF WORK and PLANS, DRAWINGS, &

(Note: In the event any provision in this Section contradicts or is in conflict with any other provision within these BID DOCUMENTS, this section shall be given precedence and control.)

PART 1 - GENERAL

1.1 DESCRIPTION

Scope:

1. CONTRACTOR shall provide all labor, materials, equipment, services, and incidentals required to furnish and install all preparation, painting, and disinfection work for the interior of the elevated 150,000 gallon water storage tank located in Page, Arizona. Tank dimensions are 34 ft. diameter and 30 ft. tall with the top of the tank approx. 88 ft. above the ground.
2. The Work includes the painting and finishing of all items and surfaces throughout the Project included in the Specifications.
 - a. Surface preparation, priming, and coats of paint specified are in addition to shop priming and surface treatment specified under other Sections of the Work.
3. The term "paint" as used herein means all coating systems materials, which includes pretreatments, primers, emulsions, enamels, stain, sealers, and fillers, and other applied materials whether used as prime, intermediate, or finish coats.
4. Additional work includes supplying all material and labor for the installation of:
 - a. Repairing any voids or roof penetrations by welding
 - b. New non-carbon bolts and gasket for manway.
 - c. Re-weld any broken ladder welds.
5. Work days can be 7 days a week from 6:30am-5:30pm. CONTRACTOR can request different hours by submitting a letter to the OWNER.

6. Timeframe: The project may begin as soon as the Notice to Proceed is issued which is scheduled to be issued in April and **MUST** be completed by May 31, 2019.

1.2 QUALITY ASSURANCE

Applicator Qualifications:

7. CONTRACTOR shall submit to the OWNER the name and experience record of the painting subcontractor. Include a list of utility or industrial installations painted, responsible officials, architects, or engineers concerned with the project and the approximate contract price.
8. Painting subcontractors whose submissions indicate that they have not had the experience required to perform the Work shall not be approved. Qualifying experience shall include at least three(3) previous water reservoir projects of similar magnitude and complexity to this Project that have been completed not less than three years prior to submission of qualifications to OWNER.

All materials specified by name, brand, or manufacturer shall be delivered unopened to the job in their original containers. The paint shall be applied in strict accordance with the recommendations of the manufacturer using equipment approved for the duty.

Source Quality Control:

9. Certify long-term compatibility of all coatings with all substrates.

Reference Regulations: Surface preparation and application of coatings shall be performed by the CONTRACTOR in compliance with all applicable Federal, State, and local occupational safety, health, and air pollution control regulations. The CONTRACTOR shall obtain and comply with all safety precautions recommended by the paint manufacturer in printed instructions or special bulletins, and as required by applicable regulations. The CONTRACTOR shall provide forced ventilation in all areas where inadequate ventilation exists.

1.3 SUBMITTALS

Submittals shall be as specified below. The CONTRACTOR shall be required to submit his proposed protective coating systems prior to any other equipment, piping, or hardware submittals that require protective coatings. After review of the protective coating submittals by the OWNER to indicate no further submittals are required, the CONTRACTOR shall be required to furnish only the approved protective coatings throughout the Project.

10. List each material and cross-reference to the specific paint and finish system and application. Identify by manufacturer's catalog number and general classification.
11. Copies of manufacturer's complete color charts for each coating system.

- 12. Maintenance Manual:** Upon completion of the Work, furnish copies of a detailed maintenance manual including the following information:
 - a. Product name and number.
 - b. Name, address and telephone number of manufacturer and local distributor.
 - c. Detailed procedures for routine maintenance and cleaning.
 - d. Detailed procedures for light repairs such as dents, scratches, and staining.

Applicator Qualifications: In accordance with Section 1.2.

Manufacturer Qualifications: In accordance with Section 2.1.

Certification: In accordance with Section 1.2.

Application Techniques: In accordance with Section 2.6.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

Delivery of Materials: Deliver all materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label, and the following information.

- 13.** Name or title of material.
- 14.** Manufacturer's stock number and date of manufacture.
- 15.** Manufacturer's name.
- 16.** Contents by volume, for major pigment and vehicle constituents.
- 17.** Thinning instructions where recommended.
- 18.** Application instructions.
- 19.** Color name and number.

Storage of Materials:

- 20.** Store only acceptable Project materials on Project site.
- 21.** Store in a suitable location approved by OWNER. Keep area clean and accessible.
- 22.** Restrict storage to paint materials and related equipment.
- 23.** Comply with health and fire regulations, including the Occupational Safety and Health Act of 1970.

Handling of Materials:

- 24.** Handle materials carefully to prevent inclusion of foreign materials.
- 25.** Do not open containers or mix components until necessary preparatory Work has been completed and application Work will start immediately.

1.5 JOB CONDITIONS

Environmental Requirements:

26. Per Manufacturers Printed Data Sheet

Protection: Cover or otherwise protect finished work of other trades and surfaces not being painted concurrently or not to be painted.

Spent abrasive containing lead and/or chromate paint resulting from the blasting of the "affected surfaces" may be classified as a hazardous waste. "Spent abrasive" shall be understood to mean the abrasive generated during the blasting operation, including the spent water imposed over the abrasive flow, paint residue, and any other debris.

Care shall be exercised to prevent spent abrasive, water, or dust from falling on surrounding buildings, unprotected vegetation, walkways, soils, structures, and equipment by covering these areas with non-tearing tarps. Spent abrasive collecting on the ground shall be vacuumed regularly to prevent it from becoming windblown. The site shall at all times be kept as clean as possible. At the end of the Work day, all spent abrasive shall be thoroughly vacuumed and the site left with a neat appearance.

Spent abrasive resulting from the blasting of the "affected surfaces" shall be captured. Non-tearing tarps or plastic sheathing, platforms, partial or total enclosures, temporary barriers or structures, or similar containment methods may be employed for this purpose. These methods must be reviewed by the OWNER prior to start of Work. A detailed procedure describing the proposed blast cleaning operation, abrasive capture, and containment techniques, and safety measures to avoid the contamination of the natural environment or surrounding structures.

Spent abrasive resulting from the blasting of the "affected surfaces" shall be collected and legally disposed of by the CONTRACTOR in a legal and responsible manner. Such disposal shall also be in conformance with all applicable codes, ordinances and regulations for hazardous waste disposal. All other waste, including spent abrasive generated by the blasting of non-affected surfaces, shall be disposed by the CONTRACTOR.

All materials, including painting equipment, shall be stored in accordance with local, State, and Federal requirements for paints, toxic materials, and hazardous materials. All rags shall be removed from the premises. All possible precautions shall be taken to prevent spontaneous fires.

All reasonable care shall be taken to protect against paint splatter and over spray. CONTRACTOR shall be responsible for any damage incurred to surrounding property resulting from his Work.

Signs shall be posted, as required, to alert the public of any risks associated with sandblasting debris, painting over spray, etc. All efforts shall be made to prevent debris from becoming windblown.

CONTRACTOR shall be responsible for obtaining any and all permits required to perform the Work.

Spent water, resulting from the cleaning operation of "affected surfaces" due to wet sandblasting, may contain hazardous particulates.

PART 2 - PRODUCTS

2.1 MATERIAL QUALITY

Provide manufacturer's best grade of the various types of coatings suitable for use in projects as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying the manufacturer's identification as a standard, best grade product will not be acceptable.

Provide primers produced by the same manufacturer as the finish coats. Use only thinners recommended by the paint manufacturer and use only to manufacturer's recommended limits.

2.2 SUBSTITUTIONS

No products shall be considered that decrease the film thickness, the number of coats, percent solids, the surface preparation or the generic type and formulation of coating(s) specified.

All "or equal" products shall be submitted with direct comparison to products specified, including information on durability, color and gloss retention, percent solids, VOCs per gallon, and recoatability after curing.

Approved manufacturers shall furnish the same color selection as the manufacturers specified, including intense chroma and custom pigmented colors in all painting systems.

2.3 TANK INTERIOR COATING SYSTEM

Submerged or Intermittently Submerged Ferrous Metals; Interior and Exterior:

- 1. Definition:** Submerged shall apply to all metals below the maximum water surface elevation in open top structures, unless otherwise noted or otherwise shown; and to all metals within liquid or residual solids carrying structures that are covered, including all metals on the underside of the covers, unless otherwise noted or otherwise shown; and to all metals within an enclosed process structure. This shall apply to all metals whether intermittently or continuously submerged.

2. Surface Preparation: The surface preparation shall be performed in accordance with an SSPC-SP 10 Near White Metal Blast Cleaning. Please be reminded as part of this standard requires all weld spatter and weld defects will need to be remediated as it relates to preparation for coatings. The surface cleanliness and profile will be measured and recorded. No Slag (copper or coal) or recycled abrasives will be allowed.

3. Interior:

Prime and Finish Coat Entire Interior (No rafter beams): Polibrid 705, Tnemec Series FC22, Carboline 760 PPG 490, Sherwin Williams 115, applied at 20.0-30.0 mils dry film thickness. This can be applied in a single coat or multiple coats.

Ladder and Supports: The ladder and supports can be hand brushed and rolled due to the nature of the structures. The epoxy must be NSF ANSI 61 Certified and from the same manufacturer. Devoe 233H, Tnemec Series N140FC, Carboline 891 LTC, PPG Amerlock 2, Sherwin Williams 235. Dry film thickness shall be 12.0-18.0 mils.

Skip Welds, Seams, and Back to Back Angles: All skip welds, seams, and back to back angles shall be caulked post coating with Sika 1A NSF Caulking.

4. Testing, Ventilation, and Tank Completion Procedures

The interior testing will consist of surface cleanliness, surface profile, dry film thickness compliance, holiday detection, and other surface defects such as overspray, imbedded material, runs, drips, and other performance and aesthetical defects. Proper blowers and ventilation shall be utilized. The Contractor is required to disinfect the tank per AWWA C652 Method 2 after final cure and acceptance. The Contractor will also be responsible for the disinfection post anniversary inspection.

Please note that new non-carbon bolts and manway gasket(s) are required for all points accessed.

5. Additional Work scope

There are voids or roof penetrations that will need to be welded (small in diameter so small plate or plug).

There are some broken interior ladder welds that will need to be re-welded.

The overflow screen needs replaced.

2.4 INSPECTION

CONTRACTOR and his painting subcontractor (applicator) and the manufacturer shall examine the areas and conditions under which painting work is to be performed and notify OWNER, in writing, of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected by the CONTRACTOR.

Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

Quality Assurance: To be Performed and Documented by

Industrial Inspection and Consulting, LLC
Greg Sprinkle
480-993-8999

2.5 MATERIALS PREPARATION

General:

6. Mix and prepare painting materials in strict accordance with the manufacturer's directions.
7. Do not mix coating materials produced by different manufacturers, unless otherwise permitted by the manufacturer's instructions.
8. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing, and application of paint in a clean condition, free of foreign materials and residue.
9. Stir all materials before application to produce a mixture of uniform density and as required during the application of the materials. Do not stir any film that may form on the surface into the material. Remove the film and, if necessary, strain the material before using.
10. Mixing:
 - a. Mix only in containers placed in suitably sized non-ferrous or oxide resistant metal pans to protect concrete floor from splashes or spills that could stain exposed concrete or react with subsequent finish floor material.
 - b. Mix and apply paint only in containers bearing accurate product name of material being mixed or applied.

2.6 APPLICATION

General:

11. Apply paint by brush, roller, air spray, or airless spray in accordance with the manufacturer's directions and recommendations of Paint Application Specifications No. 1 in SSPC Vol. 2, where applicable. Use brushes best

suiting for the type of material being applied. Use rollers of carpet, velvet back, or high pile sheep's wool as recommended by the paint manufacturer for material and texture required. Use air spray and airless spray equipment recommended by the paint manufacturer for specific coating system specified. Submit a list of application methods proposed, listing paint systems and location.

- 12.** The paint film thickness required is the same, regardless of the application method. Do not apply succeeding coats until the previous coat has completely dried.
- 13.** Apply additional coats when undercoats, stains, or other conditions show through the final coat of paint, until the paint film is of uniform finish, color, and appearance. This is of particular importance regarding intense primary accent colors. Ensure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a film thickness equivalent to that of flat surfaces.
- 14.** Multiple coats shall be applied in conformance with the paint manufacturer's recommendations for minimum drying time and maximum curing time between coats. The surface preparation and each coat of a multiple-coat system shall be of different colors (as selected by the OWNER) and inspected by the OWNER before subsequent coats are applied. The CONTRACTOR shall provide forced ventilation in areas where inadequate ventilation exists. If thinning is required for proper application of a coating, it shall be done only in accordance with the recommendations of the paint manufacturer and with the written approval of the OWNER.

Minimum Coating Thickness:

- 15.** Apply each material at not less than the manufacturer's recommended spreading rate and provide total dry film thickness as specified.
- 16.** Apply extra coat, if required, to obtain specified total dry film thickness.

Scheduling Painting:

- 17.** Apply the first coat material to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
- 18.** Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

Prime Coats: Recoat primed and sealed walls and ceilings where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects caused by insufficient sealing.

Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage.

Transparent (Clear) Finishes:

19. On exposed to view portions, use multiple coats to produce glass-smooth surface film continuity of even matt luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.
20. Provide satin finish for final coats, unless otherwise indicated.

Brush Application:

21. Brush-out and work all brush coats onto the surfaces in an even film. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable. Neatly draw all glass and color break lines.
22. Brush apply all primer or first coats, unless otherwise permitted to use mechanical applicators.

Mechanical Applicators:

23. Use mechanical methods for paint application when permitted by governing ordinances, paint manufacturer, and approved by OWNER. If permitted, limit to only those surfaces impracticable for brush applications.
24. Limit roller applications, if approved by OWNER, to interior wall finishes for second and third coats. Apply each roller coat to provide the equivalent hiding as brush-applied coats.
25. Confine spray application to metal framework, siding, decking, wire mesh, and similar surfaces where hand brushwork would be inferior and to other surfaces specifically recommended by paint manufacturer.
26. Wherever spray application is used, apply each coat to provide the equivalent hiding of brush-applied coats. Do not double back with spray equipment for the purpose of building up film thickness of two coats in one pass.

Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint Work not in compliance with specified requirements as required by OWNER.

2.7 PROTECTION

Protect work of other trades, whether to be painted or not, from the Work of this Section. Leave all such work undamaged. Correct all damages by cleaning, repairing or replacing, and repainting, as acceptable to OWNER.

Provide "Wet Paint" signs as required to protect newly painted finishes. Remove all temporary protective wrappings provided for protection of this Contract and other contracts after completion of painting operations.

All equipment and/or materials to be painted at the job site shall be placed on raised supports at least 2 feet above the ground. The prime coat shall be applied as quickly as possible after blasting. In no case shall bare metal surfaces be left overnight before

applying the prime coat. Each coat of the paint shall be applied at proper consistency and shall be sprayed or brushed evenly and be free of brush marks, pinholes, sags, and runs with no evidence of poor workmanship. Care shall be exercised to prevent paint from being spattered on surfaces that are not to be painted and, if paint is dropped or spattered on surfaces not to be painted, the paint shall be removed as directed by the OWNER. All equipment nameplates, valve stems, and areas not to be painted shall be masked prior to painting.

In addition to the limitations imposed in Section 310-1 of the SSPWC, no surface preparation or coating shall be performed during periods of excessive wind, which, in the opinion of the OWNER, would affect the quality of the Work, or produce nuisance conditions in adjacent areas. All coatings shall be applied in strict conformance with the manufacturer's printed recommendations regarding minimum and maximum allowable air and surface temperatures. No coatings shall be applied when the relative humidity is higher than 80% or when the temperature is less than or equal to 5° F above dew point. No coatings shall be applied if any moisture is detectable on the surface to be coated.

The CONTRACTOR shall be responsible for containing all over spray. Any over spray on any item of equipment, piping, structures, paving, or others including vehicles shall be removed by the CONTRACTOR. If removal is not possible, the CONTRACTOR shall be responsible at CONTRACTOR'S cost for repainting the entire damaged item, to the satisfaction of the OWNER.

Any component of any system, the operation or maintenance of which has, in the opinion of the OWNER, been negatively impacted due to painting shall be returned to satisfactory condition through replacement or repair at no additional cost to the OWNER.

2.8 CLEANUP

During the progress of the Work, remove from the site all discarded paint materials, rubbish, cans, and rags at the end of each Work day.

Upon completion of painting work, clean all paint spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces as determined by OWNER.

2.9 DISINFECTION

1. The CONTRACTOR is responsible for the disinfection of the tank after all testing and specification requirements have been satisfied. The disinfection shall be performed in accordance with AWWA C652-11 Method 2. It will also be required that new non-carbon bolts and gaskets be installed prior to disinfection.

2.10 WARRANTY

Warranty inspection shall be conducted during the eleventh month following completion of the Work. The CONTRACTOR shall be responsible for the cost of the inspection (whether it is a dry inspection or a dive inspection), any repairs if needed and the chlorination of the tank after inspection. The Utility will have the option of what kind of inspection (dry or wet). If it is a dry inspection the Utility will be responsible for draining the tank. All defective Work shall be repaired by the CONTRACTOR in accordance with this Specification and to the satisfaction of the OWNER and at the CONTRACTOR'S expense.

Any location where paint has peeled, bubbled, or cracked and any location where rusting is evident shall be considered to be a failure of the system. The CONTRACTOR shall make repairs at all points where failures are observed by removing the deteriorated paint, cleaning the surface, and recoating or repainting with the same system. If the area of failure exceeds 25% of the total coated or painted surface, the entire coating or paint system may be required to be removed and repainted in accordance with this Specification as determined by the OWNER. The CONTRACTOR will also be responsible for the disinfection of the tank after the anniversary inspection and any necessary repairs are performed.

All costs for CONTRACTOR'S inspection, manufacturer's inspection, and all costs for repair shall be borne by the CONTRACTOR.

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID. All BIDs shall be on the forms provided in this Invitation for Bid package. It is the responsibility of all BIDDERS to examine the entire BID DOCUMENTS package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a BID.

The Bid Form shall be submitted with an original ink signature by the person authorized to sign the BID. Erasures, interlineations, or other modifications in the BID shall be initialed in original ink by the authorized person signing the BID. PAGE UTILITY ENTERPRISES shall not reimburse the cost of developing, presenting, or submitting any response to this solicitation. BIDs submitted should be prepared simply and economically, providing adequate information in the straightforward and concise manner.

2. SUBMISSION OF BID. Submission of a BID shall be considered prima-facie evidence that the CONTRACTOR is familiar with and understands all the conditions under which the BID and subsequent CONTRACT is to be awarded, performed, and administered. The CONTRACTOR, if awarded the CONTRACT, shall not be allowed extra compensation by reason of any matter or thing which such CONTRACTOR might have more fully explored or been informed prior to submitting a BID. After the submission of the BID, no complaint or claim that there was any misunderstanding as to the conditions or nature of the work will be entertained.

Submission of additional terms, conditions, or agreements with the BID DOCUMENTS may result in rejection of the BID. BIDDER shall return all BID DOCUMENTS intact and completed as directed.

3. METHOD OF DELIVERY. There are five (5) methods by which BIDDERS can forward this bid package to PAGE UTILITY ENTERPRISES: Regular U.S. Postal Service (No delivery to Page Utility Enterprises Office-Use P.O. Box); U.S. Postal Express Mail (No delivery to Page Utility Enterprises Office-Use P.O. Box); Federal Express; United Parcel Service; hand delivery. Facsimile BIDs shall not be accepted.

The mailing address for Page Utility Enterprises is as follows:

Page Utility Enterprises
General Manager
P.O. Box 1955
Page, AZ 86040

The physical address for Page Utility Enterprises is as follows:

Page Utility Enterprises
General Manager
640 Haul Road
Page, AZ 86040

4. QUESTIONS, OMISSIONS, DISCREPANCIES, INTERPRETATIONS AND ADDENDA. All questions regarding discrepancies in or omissions from, the Scope of Work and/or Plans, Drawings, and Technical Specifications, or other BID DOCUMENTS, or doubts as to their meaning should be submitted in writing to the Department Director specified in the Notice of Invitation for Bid.

No oral interpretations shall be made to any BIDDER as to the meaning of any of the BID DOCUMENTS, and PAGE UTILITY ENTERPRISES shall not be bound by any oral interpretation of the BID DOCUMENTS. Oral interpretations or clarifications will be without legal effect. PAGE UTILITY ENTERPRISES reserves the right to amend the BID DOCUMENTS at any time prior to the award.

Any amendment or addendum issued will be forwarded within 5 days to any known recipient of the original IFB. For purposes of receiving any addendum issued, it shall be the sole responsibility of each potential bidder to notify PAGE UTILITY ENTERPRISES that they have obtained a copy of the original IFB and intend to submit a BID and provide contact information for the receipt of amendments or addendum. PAGE UTILITY ENTERPRISES hereby reserves the right to extend the period of time in which to submit bids.

5. WITHDRAWAL OF BID. At any time prior to the specified Bid submission deadline, a BIDDER may withdraw or revise the BID. Any withdrawal or revision request must be received in writing prior to said deadline. All revisions must be submitted in the same form and manner as the original BID. No BIDDER may withdraw his BID for Sixty (60) days after the time established for receiving BIDs. The award of the CONTRACT to another party does not constitute a waiver of this condition.

6. LATE BIDS. Late BIDs shall not be considered. Page is considered a rural area by most express delivery carriers and thus, they do not guarantee priority or next day delivery. BIDDERS are encouraged to keep this in mind when arranging delivery of their BIDs and are advised herein that late BIDs shall be rejected and returned to the BIDDER regardless of reason for being late.

7. PRICES. In the event of discrepancy or conflict between the prices quoted in the BID in words and those quoted in figures, the words shall control. The price quoted shall be the total cost Page Utility Enterprises will pay for the project, including furnishing of all materials, equipment, tools, and all other facilities, all applicable taxes, and the performance of all labor and services necessary or proper for completion of the work. Prices quoted shall also include any and all payment incentives available to PAGE UTILITY ENTERPRISES.

8. REFERENCES. The BIDDER shall provide a list of five (5) current and five (5) former clients. References should have similar scope and requirements to those outlined in these BID DOCUMENTS. Unacceptable references, as determined by PAGE UTILITY ENTERPRISES, may be sufficient reason to deny award of this project to BIDDER.

9. STATEMENT OF QUALIFICATIONS. As evidence of his competency to perform THE WORK, BIDDER shall complete and submit with his BID the Statement of Bidder Qualifications. Low bidders may be asked to furnish additional data to demonstrate competency. By submitting a BID, BIDDER certifies that he is skilled and regularly engaged in the general class and type of work called for in the BID DOCUMENTS. Additionally, BIDDER shall comply with all provisions of Arizona Revised Statutes, Title 32, Chapter 10.

10. SUBCONTRACTORS. The CONTRACTOR may subcontract any part of the work to be performed under this CONTRACT as long as resulting charges to PAGE UTILITY ENTERPRISES do not exceed the Lump Sum BID quoted in the Bid Form and the subcontractor(s) is/are licensed to perform the work required by the CONTRACT. The BIDDER shall submit the List of Subcontractors and Supplier form, listing all of the subcontractors and major suppliers it intends to use in the performance of THE WORK. PAGE UTILITY ENTERPRISES reserves the right to reject any BID based on submission of an incomplete list of subcontractors and major material suppliers as non-responsive. PAGE UTILITY ENTERPRISES reserves the right to reject, prior to award of the CONTRACT, the bidder's request for substitution of subcontractors or major material suppliers provided, however, substitute subcontractors may be considered as long as they comply with the requirements of these CONTRACT DOCUMENTS.

11. DETERMINATION OF SUCCESSFUL BIDDER. Except where PAGE UTILITY ENTERPRISES exercises the reserved right herein to reject any or all bids, the CONTRACT shall be awarded by PAGE UTILITY ENTERPRISES to the RESPONSIVE and RESPONSIBLE BIDDER who has submitted the lowest lump sum BID.

PAGE UTILITY ENTERPRISES may conduct such investigation as PAGE UTILITY ENTERPRISES deems necessary to assist in the evaluation of any BID and to establish the responsibility, qualifications, and financial ability of BIDDERS, proposed subcontractors and other persons and organizations to do THE WORK in accordance with the BID DOCUMENTS.

12. AWARD OF CONTRACT. Notwithstanding any other provision in these BID DOCUMENTS, PAGE UTILITY ENTERPRISES reserves the right to (a) waive any immaterial defect or informality; or (b) reject any or all BIDs, or portions thereof; or (c) reissue this IFB. Within Sixty (60) days after opening of the bids, PAGE UTILITY ENTERPRISES shall act upon them. The acceptance of a BID shall be a written NOTICE OF AWARD and no other act shall constitute acceptance. Page Utility Enterprises reserves the right to cancel the project with no penalty or claim for damages until the Notice to Proceed is issued. Submission of a BID shall constitute acceptance of this provision.

13. TIME FOR EXECUTING CONTRACT. Any BIDDER whose BID has been accepted shall be required to execute the CONTRACT and return it to PAGE UTILITY ENTERPRISES within ten (10) days after receipt of the NOTICE OF AWARD, complete with required bond forms and insurance certificates. Failure or neglect to do so shall constitute a breach of the agreement effected by the NOTICE OF AWARD. The rights and obligations provided for in the CONTRACT shall become effective and binding upon the parties only with its formal execution by PAGE UTILITY ENTERPRISES.

The damages to PAGE UTILITY ENTERPRISES for such breach shall include loss from interference with its construction program and other items whose accurate amount shall be difficult or impossible to compute. The amount of the Bid Bond accompanying the BID of such BIDDER shall be retained by PAGE UTILITY ENTERPRISES as liquidated damages for such breach.

14. SUSPENSION & DEBARMENT. PAGE UTILITY ENTERPRISES reserves the right to reject the BID of any person or corporation that has previously defaulted on any contract

with PAGE UTILITY ENTERPRISES or has engaged in conduct that constitutes a cause for debarment or suspension.

15. PROTEST PROCEDURE. The award determination of the Page Utility Board and/or Page City Council shall be final.

16. PUBLIC RECORD. All BIDS submitted in response to this invitation shall become the property of PAGE UTILITY ENTERPRISES and shall become a matter of public record; provided, however, that the BIDDER shall clearly identify information that he considers to be confidential. To the extent that PAGE UTILITY ENTERPRISES agrees with such designation, such information will be held in confidence whenever possible.

GENERAL CONDITIONS

The following Provisions are general in scope and may refer to conditions which will not be encountered in the performance of THE WORK included in this CONTRACT and which are not applicable thereto. Any requirements, provisions or other stipulation of these General Conditions which pertain to a non-applicable condition shall be excluded from the scope of this CONTRACT.

1. CERTIFICATION. By signature of the Bid Form, BIDDER certifies:
 - A. The submission of the BID did not involve collusion or other anti-competitive practices.
 - B. The BIDDER shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 31-1461 et seq.
 - C. The BIDDER has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted BID.
 - D. The BIDDER submitting the offer hereby certifies that the individual signing the BID is an authorized agent for the BIDDER and has authority to bind the BIDDER to the CONTRACT.
 - E. That no person has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage or contingency fee, and that no member of the UTILITY Board, CITY Council or CITY employee has any interest, financial or otherwise, in the Contracting firm.

2. COMPLIANCE WITH LAW. The CONTRACTOR, in the execution of THE WORK, shall conform to all applicable Federal, State, and local laws, rules and regulations. If CONTRACTOR observes that the CONSTRUCTION DOCUMENTS are at variance therewith, it shall promptly notify PAGE UTILITY ENTERPRISES in writing, and any necessary changes shall be made as provided in this CONTRACT for changes in work. CONTRACTOR shall bear all costs arising from work performed contrary to such laws, rules and regulations, and without such notice to PAGE UTILITY ENTERPRISES.

3. LICENSES. THE WORK to be performed under the CONTRACT will be subject to the provisions on Title 34 of the Arizona Revised Statutes (A.R.S. § 34-101 through 34-461, as amended). All BIDDERS and their subcontractors shall be duly licensed to perform THE WORK at the time the BID is submitted pursuant to all applicable laws, rules and regulations (Each BIDDER shall note their license number on the Bid Form). At all times thereafter, while performing THE WORK, CONTRACTOR shall maintain in current status all licenses, permits, certifications, approvals and authorizations necessary to perform all obligations as set forth in the BID DOCUMENTS. It shall be the CONTRACTOR's responsibility to verify that its subcontractors have all appropriate licenses, permits, certifications, approvals and authorizations prior to their performing PAGE UTILITY ENTERPRISES work on behalf of the CONTRACTOR.

4. LIQUIDATED DAMAGES. If CONTRACTOR fails to complete this CONTRACT on or before the completion date as specified in the CONTRACT and NOTICE TO PROCEED, then and in that event, for each day this CONTRACT shall remain uncompleted, PAGE UTILITY ENTERPRISES may deduct the sum of Five Hundred (\$500.00) from this CONTRACT price as payment by CONTRACTOR of liquidated damages sustained by reason of the failure of CONTRACTOR to complete this CONTRACT on the date specified. Provided, however, that if the completion of the CONTRACT is delayed by PAGE UTILITY ENTERPRISES or by casualty beyond CONTRACTOR'S control, then and in such event, the time of completion of this CONTRACT shall be extended for an additional period equal to the time lost due to such delay. Provided, always, however, that CONTRACTOR shall at the time of such delay, if any, request in writing such additional time.
5. PROVISIONS REQUIRED BY LAW. All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over construction for the project shall apply to the CONTRACT throughout, and they shall be deemed to be included in the CONTRACT the same as if each were fully set forth verbatim herein. Contractor shall be familiar with and at all times shall observe said laws, rules and regulations.
6. DEFFECTIVE WORK. PAGE UTILITY ENTERPRISES, by and through the Department Director named herein or Utility General Manager, or a properly authorized agent of either, shall have the authority to reject all materials and/or services that do not conform to the specifications of this CONTRACT. In such an event, PAGE UTILITY ENTERPRISES shall give written notice of the noncompliance to the CONTRACTOR. Within ten (10) days from receipt of such notice, the CONTRACTOR shall undertake the work necessary to correct such deficiencies, and to bring the work into compliance with the CONTRACT DOCUMENTS at CONTRACTOR's own expense. PAGE UTILITY ENTERPRISES may withhold payment(s) in the event defective work is not remedied.

The acceptance of materials, equipment, or workmanship by or on behalf of PAGE UTILITY ENTERPRISES shall not be a bar to future rejection if they are subsequently found to be inferior in quality or in uniformity to the material or equipment specified, or are not as represented to PAGE UTILITY ENTERPRISES. Neither shall any payment be construed as acceptance of any defective material or work, either wholly or in part.

7. CHANGE ORDERS FOR CHANGED OR EXTRA WORK. PAGE UTILITY ENTERPRISES reserves the right at any time during the progress of THE WORK to make necessary alterations of, deviations from, additions to, or deletions from the CONTRACT, or may require the performance of EXTRA WORK neither covered by the specifications nor included in the BID, but forming a part of THE WORK contracted for; provided however, the CONTRACTOR shall not proceed with any such change or EXTRA WORK without a written CHANGE ORDER approved by PAGE UTILITY ENTERPRISES. Adjustments, if any, in the amount to be paid to the CONTRACTOR by reason of any such change shall be agreed upon by the Parties prior to issuance of the CHANGE ORDER.

No claim for any changed or EXTRA WORK of any kind shall be allowed unless the work is ordered and approved in writing by PAGE UTILITY ENTERPRISES in the form of a CHANGE ORDER. No anticipated profits shall be allowed for work deleted.

In the event any written instructions appear to the CONTRACTOR to involve a change or EXTRA WORK for which, in his opinion, he should receive extra compensation, he shall make a written request to the Department Director named herein, or his properly authorized agent, for a written CHANGE ORDER. The matter shall then be submitted to PAGE UTILITY ENTERPRISES for final determination as to whether or not a change or EXTRA WORK was involved, and if so, the amount due to the CONTRACTOR. Any claim for extra cost pursuant to this provision, together with supporting documents and receipts must be filed within ten (10) consecutive calendar days after performing the work for which the extra cost is claimed.

If CONTRACTOR, in the course of THE WORK, finds any discrepancy between the CONSTRUCTION DOCUMENTS and the physical conditions of the locality, or any errors or omissions in the CONSTRUCTION DOCUMENTS or in the layout as given by points and instructions, it shall be CONTRACTOR's duty to immediately inform PAGE UTILITY ENTERPRISES, in writing, and PAGE UTILITY ENTERPRISES shall promptly verify the same. Any work done after such discovery, until authorized in writing, shall be done at CONTRACTOR's risk.

8. PROTECTION OF WORK/PROPERTY. The CONTRACTOR, at no additional expense to PAGE UTILITY ENTERPRISES, shall at all times safely guard and protect Contractor's own work; provide, erect, and maintain suitable barriers around all excavations or obstructions to prevent accidents; and provide, place and maintain during the night sufficient lights, signals, and signs for this purpose on or near the work. The CONTRACTOR shall at all times, until its completion and final acceptance, protect his work apparatus, equipment, and material from accidental or other damage; and make good any damages thus occurring at no additional cost to PAGE UTILITY ENTERPRISES.

The CONTRACTOR, at no additional expense to PAGE UTILITY ENTERPRISES, shall at all times be responsible for the preservation of all public and private property on the surface and subsurface, along and adjacent to the work and shall conduct its operations so as to insure the prevention of injury or damage thereto. In the event damage or injury is done to public or private property on account of any act, omission, neglect, or misconduct in the execution of THE WORK, such property shall be restored by CONTRACTOR.

CONTRACTOR shall exercise care to protect from injury all water lines, sanitary sewer lines, gas mains, telephone cables, electric cables, services pipes, and all other utilities and fixtures which may be encountered during the progress of work. All utilities and other service facilities or fixtures if damaged, shall be repaired by CONTRACTOR without additional compensation.

Until written final acceptance of the work by PAGE UTILITY ENTERPRISES, CONTRACTOR shall be responsible for and take every precaution against injury

or damage to any part of THE WORK from any cause, whether arising from the execution or non-execution of THE WORK . CONTRACTOR shall rebuild, repair, restore, and make good all injuries or damages of any portion of THE WORK occasioned by any cause, with the exception of negligence or willful misconduct of PAGE UTILITY ENTERPRISES, before final acceptance and shall bear the expense thereof;

9. SUBCONTRACTS. CONTRACTOR agrees that it is as fully responsible to PAGE UTILITY ENTERPRISES for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.
10. FINAL PAYMENT. Prior to receiving final payment, THE WORK shall be completed according to the CONTRACT DOCUMENTS, as determined by PAGE UTILITY ENTERPRISES. Retention shall be as provided in A.R.S. § 34-221. The acceptance of final payment by the CONTRACTOR shall operate as a release to PAGE UTILITY ENTERPRISES of all claims by the CONTRACTOR for all things done or furnished in connection with the CONTRACT and for every act and neglect of PAGE UTILITY ENTERPRISES, and others relating to or arising out of THE WORK under the CONTRACT, except for claims made in writing and still unsettled, and specifically itemized at the time the final payment request is made.
11. CLEAN UP. CONTRACTOR shall, as directed by PAGE UTILITY ENTERPRISES, remove from CITY's property and from all public and private property, at its own expense, all temporary structures, rubbish, and waste materials resulting from its operation. All surplus materials and all materials and equipment removed and not reused as a condition of this CONTRACT shall remain or become the property of the CONTRACTOR, unless otherwise so stated in writing.
12. WARRANTY. CONTRACTOR shall provide a written guarantee covering all costs for repair or replacement of defective work for a period of **two (2) years**.
13. LIENS. Neither final payment nor any part of the retained percentage shall become due until CONTRACTOR delivers to PAGE UTILITY ENTERPRISES a complete release of all liens arising out of this CONTRACT, or receipts in full or in lieu thereof, and if required in either case, an affidavit that so far as it has knowledge or information the release and receipts include all the labor for which a lien could be filed. If any lien remains unsatisfied after all payments are made, CONTRACTOR shall pay to PAGE UTILITY ENTERPRISES all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorneys' fee.

All materials, services, and other deliverables supplied to PAGE UTILITY ENTERPRISES under this CONTRACT shall be free of all liens other than the security interest held by the CONTRACTOR until payment in full is made by PAGE UTILITY ENTERPRISES.

14. PAGE UTILITY ENTERPRISES' RIGHT TO DO WORK. If CONTRACTOR should neglect to prosecute THE WORK properly or fail to perform any provision of this CONTRACT, PAGE UTILITY ENTERPRISES, after ten (10) days written notice to

CONTRACTOR, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due CONTRACTOR.

15. ROYALTIES & PATENTS. CONTRACTOR shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall indemnify, defend, and hold PAGE UTILITY ENTERPRISES harmless from loss on account thereof, except that PAGE UTILITY ENTERPRISES shall be responsible for all such losses when a particular process or the product of a particular manufacturer or manufacturers is specified, but if CONTRACTOR has information that the process or article specified is an infringement of a patent it shall be responsible for such loss unless it promptly gives such information to PAGE UTILITY ENTERPRISES.
16. SCHEDULES. CONTRACTOR shall submit at such times as may be requested by PAGE UTILITY ENTERPRISES, schedules which shall show the order in which CONTRACTOR proposes to carry on THE WORK with dates at which CONTRACTOR shall start the several parts of THE WORK and estimated dates of completion of the several parts.
17. OWNERSHIP OF DOCUMENTS. All original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by CONTRACTOR under this CONTRACT shall vest in and become the property of PAGE UTILITY ENTERPRISES and shall be delivered to PAGE UTILITY ENTERPRISES upon completion or termination of the services, but CONTRACTOR may retain record copies thereof.
18. INSPECTION OF WORK. PAGE UTILITY ENTERPRISES representatives shall at all times have access to THE WORK wherever it is in preparation or progress. If the specifications, PAGE UTILITY ENTERPRISES' instructions, laws, ordinances, or any public authority, require any work be specifically tested or approved, CONTRACTOR shall give PAGE UTILITY ENTERPRISES timely notice of its readiness for inspection and if the inspection is by an authority other than PAGE UTILITY ENTERPRISES, of the date fixed for such inspection. Inspections by PAGE UTILITY ENTERPRISES shall be promptly made, and where practicable at the source of the supply. If any work should be covered up without approval or consent of PAGE UTILITY ENTERPRISES, it must, if required by PAGE UTILITY ENTERPRISES, be uncovered for inspection at CONTRACTOR's expense.

Re-examination of questioned work may be ordered by PAGE UTILITY ENTERPRISES, and if so ordered the work must be uncovered by CONTRACTOR. If such work is found to be in accordance with the BID DOCUMENTS, PAGE UTILITY ENTERPRISES shall pay the costs of re-examination and replacement. If such work is found not to be in accordance with the BID DOCUMENTS, CONTRACTOR shall pay such costs.

19. NON-DISCRIMINATION. PAGE UTILITY ENTERPRISES does not discriminate on the basis of race, color, national origin, familial status, religious affiliation or disability, in its CONTRACTOR selection. The CONTRACTOR doing business with

PAGE UTILITY ENTERPRISES must be in compliance with the Federal Civil Rights Act of 1964, and Title VII of the Act (Rev. 1979), and the Americans With Disabilities Act of 1990.

ARIZONA STATUTORY BID BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of bid amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

_____ (hereinafter "Principal"), as Principal, and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____, with its principal offices in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the City of Page, Arizona (hereinafter "Obligee"), in the sum of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to Obligee for the work described below, for payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the work titled:

Elevated Water Tank Interior Rehabilitation

NOW, THEREFORE, if the obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of this contract and for prompt payment of labor and materials furnished in the prosecution of this contract, or in the event of the failure of the Principal to enter into this contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this _____ day of _____, 20_____.

By _____
Principal

By _____
Surety

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of this CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

_____ (hereinafter "Principal"), as Principal,
and _____ (hereinafter "Surety"), a corporation
organized and existing under the laws of the State of _____, with its
principal offices in the City of _____, holding a certificate of authority to
transact surety business in Arizona issued by the Director of the Department of
Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound
unto the City of Page, Arizona (hereinafter "Obligee"), in the amount of [amount of
Contract], for the payment whereof, Principal and Surety bind themselves, and their
heirs, administrators, executors, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with Obligee,
dated the, _____, 2019 for:

Elevated Water Tank Interior Rehabilitation

Which contract is hereby referred to and made part hereof as fully and to the same
extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the
Principal promptly pays all monies due to all persons supplying labor or materials to the
Principal or the Principal's subcontractors in the prosecution of the work provided for in
the contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title
34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be
determined in accordance with the provisions, conditions and limitations of Title 34,
Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at
length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment
reasonable attorney fees that may be fixed by the court.

Witness our hands this _____ day of _____, 20_____.

By _____
Principal

By _____
Surety

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of this CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

_____ (hereinafter "Principal"), as Principal, and
_____ (hereinafter "Surety"), a corporation organized and
existing under the laws of the State of _____, with its principal offices in the City of
_____, holding a certificate of authority to transact surety business in Arizona
issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1,
as Surety, are held and firmly bound unto the City of Page, Arizona (hereinafter "Obligee"), in the
amount of [Amount of Contract], for the payment whereof, Principal and Surety bind themselves,
and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with the Obligee, dated
the, [Contract Award Date] for: submitted a bid for the work titled:

Elevated Water Tank Interior Rehabilitation

Which contract is hereby referred to and made part hereof as fully and to the same extent as if
copied at length herein.

WHEREAS, payment shall be made by Surety to Obligee upon failure of Principal to faithfully
perform and fulfill all the undertakings, covenants, terms, conditions and agreements of the
Contract regarding the performance of the contract and presentation of such to Surety by a claim,
which has been prepared and signed by the Obligee's representative and witnessed by a notary,
stating that: "The Principal is in default, such condition has existed for over 90 days, and the
Obligee is hereby exercising its rights under bond no. _____."

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal
faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and
agreements of the contract during the original term of the contract and any extension of the
contract, with or without notice to the Surety, and during the life of any guaranty required under
the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions
and agreements of all duly authorized modifications of the contract that may hereafter be made,
notice of which modifications to the Surety being hereby waived, the above obligation is void.
Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34,
Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined
in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2,
Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable
attorney fees that may be fixed by the court.

Witness our hands this _____ day of _____, 20_____.

By _____
Principal

By _____
Surety

The following Agreement contains terms and conditions which the CONTRACTOR must be prepared to accept upon receipt of a NOTICE OF AWARD.

CONTRACT

Project Title: Elevated Water Tank Interior Rehabilitation

This Contract ("CONTRACT") is made and entered into by and between the City of Page, dba Page Utility Enterprises of Page, an Arizona municipal corporation, (hereinafter "PAGE UTILITY ENTERPRISES"), and _____ (hereinafter "CONTRACTOR").

IN CONSIDERATION of the mutual promises and agreements set forth herein, it is agreed by and between PAGE UTILITY ENTERPRISES and CONTRACTOR, as follows:

1. **CONTRACT DOCUMENTS.** The following documents are hereby incorporated by reference into this CONTRACT, and shall be referred to as the CONTRACT DOCUMENTS:

- a. Notice of Invitation for Bid
- b. Definitions
- c. Scope of Work and/or Plans, Drawings, and Technical Specifications
- d. Instructions to Bidders
- e. General Conditions
- f. Special Conditions (if any)
- g. Arizona Statutory Bid Bond
- h. Arizona Statutory Payment Bond
- i. Arizona Statutory Performance Bond
- j. Contractor's Reference List
- k. List of Subcontractors & Material Vendors
- l. Bid Form/Unit Price Form
- m. Notice of Award
- n. Notice to Proceed
- o. Drawings and any other attachments

The above named documents are essential parts of this CONTRACT, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. CONTRACTOR agrees to be bound by all terms, conditions, covenants, and obligations in the CONTRACT DOCUMENTS as if each were again fully set forth verbatim herein. In the event that any document conflicts or contradicts this instrument, this instrument shall control.

Execution of this CONTRACT by the CONTRACTOR is a representation that the CONTRACTOR has visited the site, become generally familiar with local conditions under which the work is to be performed and correlated personal observations with requirements of the CONTRACT DOCUMENTS.

2. **TERM and EXTENSION/RENEWAL/CHANGES.** The date of commencement of the project shall be the date fixed in the "Notice to Proceed" issued by the PAGE UTILITY

ENTERPRISES. The time for completion shall be measured from the date of commencement.

The CONTRACTOR shall complete the CONTRACT not later than **May 31, 2019**, subject to adjustments as provided in the CONTRACT DOCUMENTS.

It is agreed that time is of the essence for the completion of the work described herein and that PAGE UTILITY ENTERPRISES will be substantially damaged by the CONTRACTOR's failure to timely complete the Project according to the schedule contained in this CONTRACT and that considering that precise damages are difficult to calculate the CONTRACTOR shall pay PAGE UTILITY ENTERPRISES the sum of Five Hundred Dollars (\$500.00) per day for each day the project schedule is extended past the established duration provided the delay is "Non Excusable" (Delays are caused by the actions or inactions of the CONTRACTOR, subcontractor, supplier, or any other party for whom the CONTRACTOR is responsible). These liquidated damages are not punitive and are not negative performance incentives as they are stipulated damages that PAGE UTILITY ENTERPRISES will have sustained in the event of a default by the CONTRACTOR to complete the work within the stipulated time. These liquidated damages have been arrived at by a good faith effort to estimate the actual damages that would likely arise from a breach by the CONTRACTOR and are a reasonable forecast of just compensation for the harm that would be caused by late delivery or untimely performance of this CONTRACT.

3. PAYMENT. In consideration of the services specified in this CONTRACT, PAGE UTILITY ENTERPRISES agrees to pay CONTRACTOR in the manner hereinafter specified.

CONTRACTOR shall provide detailed documentation in support of requested progress payments in accordance with A.R.S. § 34-221. PAGE UTILITY ENTERPRISES shall then make payments in accordance with its obligation as provided by A.R.S. § 34-221. Any payments made shall not prevent PAGE UTILITY ENTERPRISES from objecting to charges after payment therefore in appropriate cases, or from seeking reimbursement for any such charges.

In no event shall the total payment(s) paid to CONTRACTOR under this CONTRACT exceed \$_____.

Nothing in this CONTRACT shall create any obligation on the part of PAGE UTILITY ENTERPRISES to pay or see to the payment of any money due any subcontractor, except as may be required by law.

4. SCOPE OF SERVICES. CONTRACTOR shall provide for PAGE UTILITY ENTERPRISES all labor, materials and equipment necessary to perform THE WORK provided for in the CONTRACT DOCUMENTS. All work shall be done per specifications called for in the CONTRACT DOCUMENTS.

5. CONTRACTOR/SUBCONTRACTOR PERFORMANCE. CONTRACTOR shall perform the work in accordance with the terms of this CONTRACT and to the best of CONTRACTOR'S ability. CONTRACTOR agrees to exercise the skill and care, which would be exercised by comparable professional Contractors performing similar services

at the time and in the locality such services are performed. Furthermore, CONTRACTOR shall perform the work or services in accordance with generally accepted methods and standards.

CONTRACTOR shall employ suitably trained and skilled personnel to perform all work or services under this CONTRACT. If failure to meet acceptable standards results in faulty work, CONTRACTOR shall undertake, at CONTRACTORS own expense, corrective adjustments, modifications, or repair.

CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractor(s) and of persons directly or indirectly employed by subcontractor(s).

6. INSURANCE. CONTRACTOR, at his own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed and subject to legal process within the State of Arizona, possessing a current A.M. Best, Inc. Rating of A- or better.

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

CONTRACTOR's insurance shall be primary insurance in regard to PAGE UTILITY ENTERPRISES, and any insurance or self-insurance maintained by PAGE UTILITY ENTERPRISES shall not contribute to it. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against PAGE UTILITY ENTERPRISES, its agents, officers, officials and employees for any claims arising out of CONTRACTOR's acts, errors, mistakes, omissions, work or services. The City of Page, dba Page Utility Enterprises of Page, shall be named as an additional insured.

Prior to commencing work or services under this CONTRACT, CONTRACTOR shall furnish PAGE UTILITY ENTERPRISES with Certificates of insurance, or formal endorsements as required by this CONTRACT, issued by CONTRACTOR's insurer(s), as evidence that policies providing the required coverages, conditions and limits required herein are in full force and effect. All Certificates of Insurance shall be identified with the bid number and title.

If a policy does expire during the life of this CONTRACT, a renewal certificate must be sent to PAGE UTILITY ENTERPRISES fifteen days prior to the expiration date. Insurance required herein shall not expire, be cancelled, or materially changed without thirty (30) days written notice to PAGE UTILITY ENTERPRISES.

Commercial 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/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this CONTRACT.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or 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, CG 20101185, and shall include coverage for the CONTRACTOR's operations and products and completed operations.

Automobile Liability

The 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 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 00011293, 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 over the Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

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

Professional Liability

CONTRACTOR shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by this CONTRACTOR, or any person employed by this CONTRACTOR, with a limit of not less than \$1,000,000 each claim.

7. INDEMNIFICATION. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless PAGE UTILITY ENTERPRISES, its agents, officers, officials and employees from and against any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any reasonable attorney fees, which may be brought or made against or incurred by PAGE UTILITY ENTERPRISES on account of (1) loss or damage to any property or interest of PAGE UTILITY ENTERPRISES, its officers, employees and agents, or any damages, injury to person or property, or death of any person arising out of, relating to, or alleged to have resulted from any acts, errors, negligence, recklessness, or intentional misconduct, omissions, work, or services of CONTRACTOR, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives, (2) any workers' compensation claims, unemployment compensation claims or unemployment disability claims of employees of CONTRACTOR or claims under similar such laws or obligations.

This indemnification shall not extend to any loss, damage, injury, or death to the extent caused by the negligence or willful misconduct of PAGE UTILITY ENTERPRISES, or its employees.

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

8. INDEPENDENT CONTRACTOR STATUS. Both parties agree that: (a) the work contracted for in this CONTRACT falls within the distinct nature of CONTRACTOR'S business; (b) the nature of the work contained within this CONTRACT is specialized, and PAGE UTILITY ENTERPRISES has elected to contract out the work rather than attempt to perform the work with its current workforce; (c) CONTRACTOR is an incorporated business that possesses the personnel and materials necessary to perform the work; (d) the relationship of the work provided by CONTRACTOR has no relationship to the regular business conducted by PAGE UTILITY ENTERPRISES; (e) it is understood and agreed that CONTRACTOR is an independent contractor, and nothing herein contained shall constitute, create, give rise to, or otherwise recognize an employment relationship, joint venture, partnership, or formal business association or organization of any kind between the parties hereto, other than as contracting parties, nor shall CONTRACTOR or any subcontractor, or any employee of CONTRACTOR or any subcontractor be deemed to be employed by PAGE UTILITY ENTERPRISES or entitled to any remuneration or other benefits from PAGE UTILITY ENTERPRISES, other than as set forth in this CONTRACT.

9. ASSIGNMENT. CONTRACTOR shall not assign its rights to this CONTRACT, in whole or in part, without prior written approval of PAGE UTILITY ENTERPRISES. Approval may be withheld at the sole discretion of PAGE UTILITY ENTERPRISES, provided that such approval shall not be unreasonably withheld.

10. AUTHORITY TO CONTRACT. CONTRACTOR warrants its right and power to enter into this CONTRACT. If any court or administrative agency determines that PAGE UTILITY ENTERPRISES does not have authority to enter into this CONTRACT, PAGE UTILITY ENTERPRISES shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this CONTRACT.

11. CANCELLATION FOR CONFLICT OF INTEREST. This CONTRACT is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this CONTRACT by reference.

12. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this CONTRACT, or if CONTRACTOR shall violate any of the covenants, provisions, or stipulations of this CONTRACT, PAGE UTILITY ENTERPRISES shall thereupon have the right to terminate this CONTRACT by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by CONTRACTOR shall, at the option of PAGE UTILITY ENTERPRISES, become its property and CONTRACTOR

shall be paid an amount based on time and expenses incurred by CONTRACTOR prior to the termination date; however, no payment shall be allowed for anticipated profits on unperformed work or services. Notwithstanding the above, CONTRACTOR shall not be relieved of liability to PAGE UTILITY ENTERPRISES for damages sustained by PAGE UTILITY ENTERPRISES by virtue of any breach of this CONTRACT by CONTRACTOR and PAGE UTILITY ENTERPRISES may withhold payments to CONTRACTOR for purpose of set-off until such time as the exact amount of damages due the PAGE UTILITY ENTERPRISES from CONTRACTOR are determined.

13. TERMINATION FOR CONVENIENCE. PAGE UTILITY ENTERPRISES may terminate this CONTRACT at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of PAGE UTILITY ENTERPRISES, become its property. If this CONTRACT is terminated by PAGE UTILITY ENTERPRISES as provided herein, CONTRACTOR shall be paid an amount based on the time and expense incurred by CONTRACTOR prior to the termination date, however, no payment shall be allowed for anticipated profit on unperformed work or services.

14. NON-APPROPRIATION OF FUNDS. Notwithstanding any other provision of this CONTRACT, this CONTRACT may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining PAGE UTILITY ENTERPRISES or other public entity obligations under this CONTRACT. PAGE UTILITY ENTERPRISES shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

15. BONDING REQUIREMENTS. CONTRACTOR shall provide, pursuant to A.R.S. §34-211, payment and performance bonds for not less than One Hundred Percent (100%) of this CONTRACT amount. Copies of said bonds shall be attached to and become a part of this CONTRACT.

16. REMEDIES. Either party may pursue any remedies provided by law for breach of this CONTRACT. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this CONTRACT.

17. WAIVER. Failure of either party to insist on one or more instances upon the full and complete compliance with any of the terms or provisions of this CONTRACT to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The Acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

18. CHOICE OF LAW/VENUE. Any dispute, controversy, claim or cause of action arising out of or related to this CONTRACT shall be governed by Arizona law. The venue for any such dispute shall be in Coconino County, Arizona. Each party waives the right to object to venue in Coconino County for any reason.

19. ENTIRE AGREEMENT. This CONTRACT constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous

agreements and understandings, oral or written, are hereby superseded and merged herein. This CONTRACT may be modified, amended, altered or extended only by a written amendment signed by the parties.

20. CONSTRUCTION OF THIS CONTRACT. This CONTRACT shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this CONTRACT. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the review of and entry into this CONTRACT.

21. A.R.S. 35-393. Pursuant to A.R.S. 35-393 et seq., CONTRACTOR certifies that it is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel

22. A.R.S. § 41-4401. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and subcontractors and warrants its compliance with A.R.S. § 41-4401 including the E-verify program. A breach of this section shall be deemed a material breach of the CONTRACT that is subject to penalties up to and including termination of the CONTRACT. CITY retains the legal right to inspect the papers of CONTRACTOR or any subcontractor employee who works on the CONTRACT to ensure compliance with this provision.

23. NOTICES. All notices, requests, demands, payments and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address on the date received:

City:
City of Page dba Page Utility Enterprises
640 Haul Road
P.O. Box 1955
Page, Arizona 86040

Contractor:

///

///

///

///

IN WITNESS WHEREOF, the parties have executed this CONTRACT on the dates set forth below.

City of Page dba Page Utility Enterprises
An Arizona municipal corporation

Contractor:

By _____

By: _____

Date _____

Date _____

Attested By:

Approved as to Form:

City Attorney

THE CONTRACTOR'S REFERENCE PAGE
(Submit with Bid)

ALL REFERENCES WILL BE TREATED AS THE CONTRACTOR'S CONFIDENTIAL BUSINESS INFORMATION. PAGE UTILITY ENTERPRISES may contact some or all of the references provided in order to determine Bidder's RESPONSIBILITY and performance record on work of similar scope. PAGE UTILITY ENTERPRISES reserves the right to contact references other than those provided in the response and to utilize the information gained from them in the evaluation process.

Previous work for PAGE UTILITY ENTERPRISES may be used as references. Complete each item for all 10 references (5 Current and 5 Former):

Current References:

Owner/Agency:	
Address:	
City, State, Zip	
Phone:	
Contact Person:	
Project Name/Scope	

Owner/Agency:	
Address:	
City, State, Zip	
Phone:	
Contact Person:	
Project Name/Scope	

Owner/Agency:	
Address:	
City, State, Zip	
Phone:	
Contact Person:	
Project Name/Scope	

Owner/Agency:	
Address:	
City, State, Zip	
Phone:	
Contact Person:	
Project Name/Scope	

Owner/Agency:	
Address:	
City, State, Zip	
Phone:	
Contact Person:	
Project Name/Scope	

Former References:

Owner/Agency:	
Address:	
City, State, Zip	
Phone:	
Contact Person:	
Project Name/Scope	

Owner/Agency:	
Address:	
City, State, Zip	
Phone:	
Contact Person:	
Project Name/Scope	

Owner/Agency:	
Address:	
City, State, Zip	
Phone:	
Contact Person:	
Project Name/Scope	

Owner/Agency:	
Address:	
City, State, Zip	
Phone:	
Contact Person:	
Project Name/Scope	

Owner/Agency:	
Address:	
City, State, Zip	
Phone:	
Contact Person:	
Project Name/Scope	

STATEMENT OF BIDDER'S QUALIFICATIONS

If bidder is a corporation, answer the following:

- (a) Date of incorporation: _____
- (b) State of incorporation: _____
- (c) President's name: _____
- (d) Vice President's name: _____
- (e) Secretary's or Clerk's name: _____
- (f) Treasurer's name: _____

If bidder is a partnership, answer the following:

- (a) Date of organization: _____
- (b) Name and address of all partners. State whether it is a general or limited partnership: _____
_____.

If other than a corporation or partnership, describe the organization and name principals:

Major types of work done by the organization:

How many years has your organization been in business as a contractor under your present business name: _____

How many years experience in the proposed type and scale of construction work has your organization had: _____

- (a) As a general contractor: _____
- (b) As a subcontractor: _____

What is the construction experience of the principal individuals of your organization?

Individual's Name	Present Position or Office	Years Construction Experience	Magnitude & Type of Work	In what Capacity
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The Contractor's Arizona Contractor's License #: _____

The Contractor's Federal Department of Transportation #: _____

BID FORM

Bidder's Name: _____

The undersigned bidder has carefully examined the BID DOCUMENTS and the site of the work for the Elevated Water Tank Interior Rehabilitation project for Page Utility Enterprises, and shall provide all necessary machinery, tools, apparatus, and other means of construction and do all THE WORK and furnish all materials called for in the BID DOCUMENTS.

The undersigned BIDDER understands that the quantity of work as shown herein shall be lump sum, complete in place.

THE BIDDER AGREES TO PERFORM ALL OF THE NECESSARY WORK DESCRIBED IN THE BID DOCUMENTS FOR THE LUMP SUM BID PRICE OF:

_____ Dollars (\$_____)

Accompanying this BID is a Bid Bond for Ten Percent (10%) of the lump sum bid payable to PAGE UTILITY ENTERPRISES, which is to be forfeited as liquidated damages, if, in the event that this bid is accepted, the undersigned fails to execute the CONTRACT and furnish satisfactory performance and payment bonds under the conditions and within the time specified in the BID DOCUMENTS; otherwise said Bid Bond is to be returned to the undersigned.

Date: _____

Name of Bidder: _____

Signature of Bidder: _____

Title of Bidder: _____

Address of Bidder: _____

Bidder's Telephone Number: _____

Bidder's Fax Number: _____

BIDDER shall have the following License(s) to perform THE WORK specified herein:

Arizona General Contractor's License #: _____

Federal Department of Transportation #: _____

Federal Tax ID #: _____

NOTICE OF AWARD

Date:

Contractor's Name:
Street/P.O. Box:
City, State, Zip:

SUBJECT: NOTICE OF AWARD – Elevated Water Tank Interior Rehabilitation

Page Utility Enterprises, having duly considered the bid submitted on _____, 2019 for Page Utility Enterprises _____ as outlined in the CONTRACT DOCUMENTS, and it appearing that your BID for performing the work is fair, equitable, and in Page Utility Enterprises' best interest, said BID is hereby accepted at the lump sum price contained therein, and in accordance with all terms, conditions, covenants, and provisions set forth in the CONTRACT DOCUMENTS.

In accordance with the terms of the CONTRACT DOCUMENTS, you are required to execute the formal CONTRACT and furnish the required Payment and Performance Bonds within ten (10) consecutive calendar days from and including the date of receipt of this Notice.

In addition, you are requested to furnish at the same time, the required certificates of insurance evidencing compliance with the requirements for insurance stated in the CONTRACT DOCUMENTS.

The Bid Bond submitted with your bid will be retained until the CONTRACT has been executed and the required Payment and Performance Bonds have been furnished and approved.

City of Page, Arizona
Sincerely,

Name:
Department Director Title:

RECEIVED AND ACCEPTED:

Contractor

By: _____
Name: _____
Date: _____

NOTICE TO PROCEED

Date:

Contractor's Name:
Street/ P.O. Box:
City, State, Zip:

Attention:

SUBJECT: NOTICE TO PROCEED – Elevated Water Tank Interior Rehabilitation

You are hereby authorized to proceed with work effective _____, 2019 and fully complete all work by May 31, 2019. The completion date for this Project is therefore May 31, 2019. Liquidated damages of \$_____ (\$_____) per day are applicable for each day past May 31, 2019 for which work on this Project is not complete, unless otherwise provided.

City of Page, Arizona
Sincerely,

Name:
Department Director Title:

RECEIVED AND ACCEPTED:

Contractor

By: _____
Name: _____
Date: _____