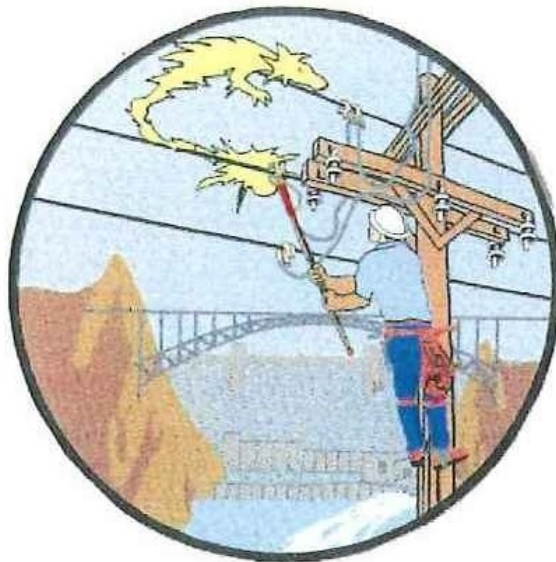


Request for Proposal

**Page Utility Enterprises Metal Equipment
Storage Building, Page, Arizona by City of Page
dba,
Page Utility Enterprises, RFP #239**

Page Utility Enterprises
P.O. Box 1955
Page, Arizona 86040

Issued: July 14, 2020
Mandatory Site Visit: Prior to Pre-bid
Submission of Proposals Deadline: August 18, 2020, 4:00PM



Construction to begin October 2020



**BID DOCUMENTS
FOR**

RFP #239, 640 Haul Road Metal Equipment Storage Building, Page, Arizona

FOR

**Page Utility Enterprises
City of Page, Arizona**

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NOTICE OF INVITATION FOR BID

NOTICE IS HEREBY GIVEN that sealed bids will be received by the utility project manager for City of Page, dba, Page Utility Enterprises at the utility office located at 640 Haul Road, Page, Arizona, until 4:00p.m, Thursday, August 18, 2020. At that time, bids will be opened and publicly read aloud and recorded by office manager. Mandatory site visit is required prior to bid submission. Bidders are invited but not required to be present at the bid opening. The City of Page, dba, Page Utility Enterprises, Coconino County, State of Arizona, has requested that bids be solicited for the following work:

RFP #239, 640 Haul Road Metal Equipment Storage Building, Page, Arizona

SCOPE OF WORK: This contract shall be for the design, bid, build including furnishing all labor, materials, transportation, and services for the construction and/or installation of the following work:

CONTRACTOR shall supply stamped engineered drawings for the earthwork, concrete foundation, concrete slab and building to the building department for approval. Contractor shall also provide all earthwork to construct and install foundation footings with slab on grade concrete and the Erection/Construction of a 40' x 60'x Height (TBD by door height and manufacturer) metal building with three (3) provisional openings for future doors measuring 14' x 16' and two (2) 3' x 6"8" man doors.

SEALED BIDS WILL BE RECEIVED until 4:00 P.M., Arizona time, on August 18, 2020, by the Utility Project Manager, for Page Utility Enterprises, PUE Office, 640 Haul Road, Page, Arizona 86040-1955. At this time and place, all timely bids will be publicly opened and read aloud. Bids received after the time and date specified above will be returned unopened to the bidder. Bids may not be withdrawn for a period of sixty (60) days after the date set for receipt of bids. Bids must be clearly marked on the outside of the envelope as follows: **“Bid of (Name and Address of Bidder) for RFP #239, 640 Haul Road Metal Equipment Storage Building, Page, Arizona**

Bids may be mailed to Page Utility Enterprises, P.O. Box 1955, Page, AZ, 86040-1955. Bids sent through Federal Express or other express mail agencies must have the bid document sealed within an additional envelope (also marked with the bidder's name and address and bid information) inside the outer mailer.

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 the City of Page, Arizona. **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.

Under the Sealed bid process, E-mail and Fax bids **will not** be accepted by the City of Page or Utility. Each bid shall be made on the bid form contained in the Bid Forms section.

Specifications and bid documents may be obtained from the Page Utility Enterprises Office, 640 Haul Road, P.O. Box 1955, Page, Arizona, 86040-1955, between the hours of 7:00 A.M. and 5:30 P.M., Monday through Thursday. Call (928) 645-2419 or fax (928) 645-5322. Bid documents may also be accessed on the utility web site at www.pageutility.com.

Page Utility Enterprises reserves the right to accept the lowest, responsible bid, in accordance with the City of Page Code, Section 3-4-4, to consider and act on alternatives, to waive any informalities, and to reject any or all bids.

Page Utility Enterprises is an affirmative Action/Equal Opportunity Employer. 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, creed, sex, color, national origin, familial status, religious affiliation or handicap.

Office Manager

See, publication dated July 29.

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 UTILITY 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/UTILITY: The CITY of Page, an Arizona municipal corporation dba, Page Utility Enterprises.

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 Utility Board and City 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/UTILITY to the BIDDER selected by CITY/UTILITY to perform THE WORK.

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

RESPONSIBLE BIDDER: A BIDDER determined by CITY/UTILITY:

- (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/UTILITY 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.

SCOPE OF WORK and/or PLANS, DRAWINGS, AND TECHNICAL SPECIFICATIONS

THE CONTRACTOR'S RESPONSIBILITIES and MINIMUM SPECIFICATIONS

The Contractor's attention is drawn to the following terms, conditions and responsibilities:

- a. CONTRACTOR shall comply with all Federal, State and Local Laws.
- b. Scope of Work

CONTRACTOR shall supply all materials and labor necessary to construct the following building project:

Section 1 – General

1.1 Project Description

This project consists of constructing a 40' x 60' x Height (TBD by door height and manufacturer) insulated steel building (free span with no columns) with 3 large door openings 14' x 16' and 2 man door openings 3' x 6'8" . There are no doors, no plumbing, no electrical, & no HVAC in this scope of work. The contractor shall design, bid, build with the supply of all material, labor, equipment, supervision, and management to construct this project complete as specified and detailed.

1.2 Site Conditions

The Contractor is required to visit the site to become completely familiarized with the existing conditions and proposed construction requirements prior to bidding.

Any questions should be addressed in writing prior to the bid date.

Any additional costs due to inadequate site investigation or drawing/specification interpretation shall be the responsibility of the CONTRACTOR.

1.3 Codes and Standards

The most current published and adopted codes, standards, and references are considered part of this specification (2018 IBC).

CONTRACTOR shall comply with all Federal, State, and Local code requirements. If a conflict of requirements is found between those and the contract documents, the more stringent requirement will take precedence.

1.4 Permits/Inspections

CONTRACTOR shall obtain all permits, inspections, etc. pertaining to the completion of the job as required by the City of Page. CONTRACTOR shall call for inspections giving at least 24-hr notice. Any work, which is not inspected, could be rejected and required to be removed at the CONTRACTOR's expense.

1.5 Submittals

CONTRACTOR shall supply stamped engineered drawings for the earthwork, concrete foundation, concrete slab and building to the building department for approval.

1.6 Warranty

CONTRACTOR shall supply PUE with written documentation for manufactures warranty for the building and contractors warranty for the concrete provided.

1.7 As-Built Drawings

CONTRACTOR shall submit a complete and accurate set of As-Built drawings to the PUE as required.

1.8 Payment

CONTRACTOR shall verify quantities. Payment will be based on actual quantities placed in the field.

1.9 Time of Completion

CONTRACTOR shall have 90 Calendar days to fully complete this job from the time the building arrives on-site.

Section 2 – Building

2.1 Metal Building

- CONTRACTOR shall supply and construct a 40' x 60' metal building with a minimum wall height of 14' and a maximum wall height of 18' or as determined by the building manufacturer. Certified Engineered Drawings shall be supplied and submitted to the City of Page Building Department.
- The building insulation shall be a minimum of R-13 in the walls and R-19 on the ceiling.
- The exterior of the building shall be painted or come painted with a color selected by CITY.
- Rain gutters shall be installed.
- Engineered stamped footing and foundation plans shall be submitted to the City of Page Building Department. It is the CONTRACTOR's responsibility to provide a geotechnical study if required.
- Ground preparation including excavation, import and compaction.

Payment

The lump sum bid price for the Metal Building, shall include all necessary design, engineering, labor, equipment, material and incidentals necessary to perform the work, complete and in place as described above.

The lump sum bid price shall include the Building Foundation and shall include all necessary design, engineering, labor, equipment, material and incidentals necessary to perform the work, complete and in place. Items included are geotechnical study, engineered footing design, ground preparation, excavation, import, compaction, and testing.

Section 3 – Concrete for the Building

3.1 Concrete

Concrete shall be per stamped engineered design as submitted and upon approval of the City of Page Building Department.

Payment

Included in lump sum bid.

NOTICE TO CONTRACTORS

TO: All Prospective Bidders

FROM: Phillip Faulk, Project Manager

SUBJECT: Methods to forward Bids to Page Utility Enterprises

There are five (5) methods by which prospective Bidders can forward a Bid package to Page Utility Enterprises. We encourage the Bidders to be aware that, in most instances, firms that advertise overnight delivery cannot actually provide overnight delivery to the City of Page because of its remote geographic location. Page Utility Enterprises recommends that prospective Bidders plan to send a Bid package several days in advance of the deadline date. The five (5) available methods are as follows:

Regular U.S. Postal Service (No delivery to Page Utility Enterprises --Use P.O. Box)
U.S. Postal Express Mail (No delivery to Page Utility Enterprises --Use P.O. Box)
Federal Express
United Parcel Service
Hand delivery

The mailing address for the Page Utility Enterprises is as follows:

Page Utility Enterprises
P.O. Box 1955
Page, AZ 86040-1955

The physical address for Page Utility Enterprises is as follows:

Page Utility Enterprises
640 Haul Road
Page, AZ 86040

Under the sealed Bid process, FAX Bids will not be accepted by Page Utility Enterprises. It is the responsibility of the Bidder to ensure delivery of Bid packages to the Utility Office by the designated deadline. If further information is needed, please contact the Utility Office at (928) 645-2419.

INSTRUCTIONS TO BIDDERS

The purpose of the project specified herein is to construct a 40' x 60' x Height (TBD by door height and manufacturer) engineered metal building including associated foundation earthwork, concrete and rebar. Contractor to provide engineered steel building plans to include stamped engineered concrete foundation and concrete slab calculations based on the steel building manufactures guidelines. The contract will require a licensed commercial contractor.

1. PREPARATION OF BID. All BIDS shall be on the forms provided in this Invitation for Bid package. It is the responsibility of all CONTRACTORS/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. The CITY/UTILITY 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 CONSTRUCTION CONTRACT is to be awarded, performed, and administered. The CONTRACTOR, if awarded the CONSTRUCTION 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 specifications and the conditions under which the CONSTRUCTION CONTRACT is to be performed will be entertained.

Submission of additional terms, conditions, or agreements with the BID DOCUMENTS may result in rejection of the BID. CONTRACTOR shall return all BID DOCUMENTS intact and completed as directed. All costs required for the preparation and submission of the BID shall be borne by the CONTRACTOR. Only one bid response will be accepted from any one person, partnership, corporation or other entity.

3. METHOD OF DELIVERY. There are five (5) methods by which BIDDERS can forward this bid package to the CITY/UTILITY: Regular U.S. Postal Service (No delivery to the CITY/UTILITY-Use P.O. Box); U.S. Postal Express Mail (No delivery to the CITY/UTILITY 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
P.O. Box 1955
Page, AZ 86040-1955

The physical address for the CITY/UTILITY is as follows:

Page Utility Enterprises
640 Haul Road
Page, AZ 86040

4. QUESTIONS, OMISSIONS, DISCREPANCIES, INTERPRETATIONS AND ADDENDA. All questions regarding discrepancies in, or omissions or ambiguities in the Specifications of the CONSTRUCTION PROJECT, or other BID DOCUMENTS, or doubts as to their meaning should be submitted in writing to the Project Manager.

No oral interpretations shall be made to any CONTRACTOR as to the meaning of any of the BID DOCUMENTS, and the CITY/UTILITY shall not be bound by any oral interpretation of the specifications or BID DOCUMENTS. Oral interpretations or clarifications will be without legal effect.

Interpretation, correction, or change to specifications will be made by written addendum. Interpretations, corrections, or changes to specifications made in any other manner will not be binding. Questions received less than 72 hours before the submission deadline will not be answered. Any amendment or addendum issued will be forwarded within 5 days to any recipient of the original Invitation for Bid. The CITY/UTILITY 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 a 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. The CITY/UTILITY 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(s) quoted shall be the total cost the CITY/UTILITY will pay for this PROJECT, including all applicable taxes, permits and other costs for completion of the WORK. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions. The CITY/UTILITY has the right to decline to award this CONTRACT if it is determined that proposed pricing is not competitively priced with similar sized counties or non-City of Page agencies within the State of Arizona. Price quotes shall include any and all payment incentives available to the CITY/UTILITY.

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 the CITY/UTILITY, 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 the CITY/UTILITY 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. The CITY/UTILITY reserves the right to reject any BID based on submission of an incomplete list of subcontractors and major material suppliers as non-responsive. The CITY/UTILITY 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(S). Except where the CITY/UTILITY exercises the reserved right herein to reject any or all BIDS, the CONTRACT shall be awarded by the CITY/UTILITY to the RESPONSIVE and RESPONSIBLE BIDDER(S) who has submitted the lowest lump sum bid for the construction work. In the event the lump sum bid quoted by a local contractor is within 5% of that quoted by a contractor located outside the corporate boundaries of the CITY/UTILITY, the local contractor shall be considered the LOW BIDDER.

12. NOTICE OF AWARD. Notwithstanding any other provision in these BID DOCUMENTS, the CITY/UTILITY 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 Invitation for Bids. At the conclusion of the Invitation for Bids response evaluation process (“Evaluation Process”), all BIDDERS will be notified in writing of the contract award recommendation. The award will be made to the lowest RESPONSIBLE BIDDER(S) who meets the requirements of these specifications, terms and conditions. The CITY/UTILITY reserves the right to reject any or all responses that materially differ from any terms contained herein or from any Exhibits attached hereto and to waive informalities and minor irregularities in responses received. The Invitation for Bids specifications, terms, conditions and Exhibits, Addenda and Bidder’s Quotation, will be incorporated into and made a part of any contract that may be awarded as a result of this Invitation for Bids. Change orders shall be agreed upon by the CONTRACTOR and CITY/UTILITY and issued as needed in writing by the CITY/UTILITY.

13. TIME FOR EXECUTING CONTRACT. Any BIDDER whose BID has been accepted shall be required to provide and execute a CONTRACT with the CITY/UTILITY within fourteen (14) business days after receipt of the NOTICE OF AWARD. 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 the CITY/UTILITY.

14. SUSPENSION & DEBARMENT. The CITY/UTILITY reserves the right to reject the BID of any person or corporation that has previously defaulted on any contract with the CITY/UTILITY or has engaged in conduct that constitutes a cause for debarment or suspension.

15. PROTEST PROCEDURE. The award determination of the Page City Council shall be final.

16. PUBLIC RECORD. All BIDS submitted in response to this invitation shall become the property of the CITY/UTILITY 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 the CITY/UTILITY agrees with such designation, such information will be held in confidence whenever possible.

17. NON-DISCRIMINATION PROVISION. CITY/UTILITY does not discriminate on the basis of race, creed, sex, color, national origin, familial status, religious affiliation or handicap, in its vendor selection. The CONTRACTOR doing business with the CITY/UTILITY 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 (Public Law 101-336).

18. TAXES. The CONTRACTOR shall be responsible for all applicable taxes. All BIDS shall verify that the BID includes the cost of applicable federal, state, and local taxes.

19. NON-COLLUSION. In signing the bid, the Contractor certifies it has not, either directly or indirectly, entered into any action in restraint of free, competitive bidding in connection with the bid submitted to the City/UTILITY.

20. SCOPE. The CONTRACTOR represents by submitting a Quotation that it has expertise in the process of preparation for, as well as the construction work detailed in the BID DOCUMENTS and utilization of all materials and tools associated with such construction work, and that it has the qualified personnel, and to the extent necessary, sub and/or agents, (if any), who have been instructed in and have experience with the construction work detailed in the BID DOCUMENTS.

21. SPECIFIC REQUIREMENTS. The CONTRACTOR shall be qualified to perform all of the listed functions and comply with all related specifications listed in this Invitation for Bids and the BID DOCUMENTS. The CONTRACTOR shall meet or exceed the generally accepted industry practices and standards involved in all stages of the project.

The CONTRACTOR may subcontract any part of the work to be performed under terms to be stated in any contract arising here as long as resulting charges to the CITY do not exceed those quoted in BIDDER'S response to this BID and the sub-contractors are licensed to perform the work required herein. It shall be the CONTRACTOR'S responsibility to verify that it's sub-contractors have all appropriate licenses prior to their performing CITY/UTILITY work on behalf of the CONTRACTOR. The CONTRACTOR shall provide a list and keep the CITY/UTILITY informed of all the sub-contractors currently being used by the CONTRACTOR on CITY/UTILITY projects, including the company name, street address and permit numbers, and this information shall be included in BIDDER'S response to this Invitation for Bids.

The CONTRACTOR shall provide a performance bond in an amount equal to the full contract amount conditioned upon the faithful performance of the CONTRACT in accordance with plans, specifications and conditions thereof. The CONTRACTOR shall also provide a payment bond in an amount equal to the full contract amount solely for the protection of claimants supplying labor or materials to the CONTRACTOR or his subcontractors in the prosecution of the WORK provided for in the CONTRACT. Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court. Notwithstanding any other statute, each such bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this state issued by the director of the department of insurance. The bonds shall be payable to the CITY/UTILITY.

The CONTRACTOR shall at all times remain primarily liable and responsible to the CITY/UTILITY or any and all work performed, damage to persons or property and/or any acts or omissions to act by any of the CONTRACTOR'S sub-contractors in the performance of their work for the CITY/UTILITY.

Sub-contractors identified in the CONTRACTOR'S response to this BID shall be acceptable to CITY/UTILITY and shall be made a part of any contract which may be entered into between CITY/UTILITY and the CONTRACTOR. Thereafter, any substitution of sub-contractors shall be permitted only with the express written consent of the CITY/UTILITY.

It is the responsibility of each BIDDER to be familiar with all of the specifications, terms and conditions and site conditions. By the submission of a BID, the BIDDER certifies that if awarded a CONTRACT they will make no claim against the CITY/UTILITY based upon ignorance of conditions or misunderstanding of the specifications.

22. RESPONSE CONTENT/SUBMITTALS.

A. BID responses must be signed in ink as set forth in this subsection. The signatures of all persons required under the applicable organizational documents in order to bind the BIDDER must be on the BID response.

B. BIDDERS shall follow the requirements set forth below. Any material deviation from these requirements may be cause for rejection of the BID, as determined at the CITY'S/UTILITY'S sole discretion. All items listed below are required to be submitted in each BID response. The content and sequence of each BID shall be as follows:

C. The BIDDER'S Federal Tax Identification Number;

D. The name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to the CITY/UTILITY, with regards to the bid response, with authorization to make representations on behalf of and to bind the BIDDER.

E. A representation that the BIDDER is in good standing in the State of Arizona and has all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this Invitation for Bids.

F. An acceptance of all conditions and requirements contained in this Invitation for Bids.

G. Letter of Transmittal: BID responses shall include a description of the BIDDER'S approach in providing its goods and services to the CITY/UTILITY stating its understanding of the WORK to be done and a positive commitment to perform the WORK as specified.

H. BIDDER'S Qualifications and Experience: Provide a description of the CONTRACTOR/BIDDER'S capabilities pertaining to this Invitation for Bids, including a detailed summary of the CONTRACTOR'S/BIDDER'S experience relative to the Invitation for Bids requirements described herein, including references.

I. References: BIDDERS are to provide a list of five current and five former clients. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions. References provided to the CITY/UTILITY pursuant to this Invitation for Bids shall be deemed acceptable and favorable by the individual(s) checking such references. Unacceptable reference, as determined by the CITY/UTILITY, may be sufficient reason to deny award of this PROJECT to BIDDER.

Reference information is to include:

- Company/Agency name
- Contact person (name and title), contact person is to be someone directly involved with the services.
- Complete street address
- Telephone number
- Type of business
- Dates of service

The CITY/UTILITY may contact some or all of the references provided in order to determine BIDDER'S performance record on work similar to that described in this request. The CITY/UTILITY reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

Each reference shall include the project name and location, the scope of services performed and the name, address, telephone and fax numbers of the person who may be contacted for reference information.

23. CONTRACTOR REQUIREMENTS.

A. The CONTRACTOR shall possess all current permits, licenses and professional credentials necessary to perform services as specified under this Invitation for Bids.

B. The CITY/UTILITY has the right to request removal of any employee or sub-contractors that do not properly conduct himself/herself/itself or perform quality work.

C. The CONTRACTOR'S personnel shall be easily identifiable as Non-City of Page/Utility employees (i.e. work uniforms, badges, etc.).

D. All WORK shall be performed in a professional manner according to generally accepted industry standards.

E. WORK shall strictly comply with all applicable laws, rules, regulations and ordinances.

F. The CONTRACTOR shall warrant that it has obtained all licenses and permits required by law for companies that engage in the activities required in these specifications, terms and conditions.

G. Cost shall be submitted on the Proposal page and shall be a Lump Sum item. No alterations or changes of any kind are permitted. BID RESPONSES that do not comply will be subject to rejection in total.

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 CITY/UTILITY Board or Council or CITY/UTILITY 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 the CITY 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 the CITY/UTILITY.

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 the CITY/UTILITY's work on behalf of the CONTRACTOR.

4. TAXES. The CONTRACTOR shall pay sales, consumer, use and other similar taxes which are legally enacted when bids are received or negotiations concluded.

5. PERMIT COMPLIANCE. Unless otherwise provided in the CONTRACT DOCUMENTS, the CONTRACTOR shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the CONTRACT.

6. 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 the CITY/UTILITY 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.

7. 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.

8. DEFECTIVE WORK. the CITY/UTILITY, by and through its properly authorized agent 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, the CITY/UTILITY 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. the CITY/UTILITY may withhold payment(s) in the event defective work is not remedied.

The acceptance of materials, equipment, or workmanship by or on behalf of the CITY/UTILITY 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 the CITY/UTILITY. Neither shall any payment be construed as acceptance of any defective material or work, either wholly or in part.

9. CHANGE ORDERS FOR CHANGED OR EXTRA WORK. the CITY/UTILITY 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 the CITY/UTILITY. 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 the CITY/UTILITY 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 the CITY/UTILITY 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 the CITY/UTILITY, in writing, and the CITY/UTILITY shall promptly verify the same. Any work done after such discovery, until authorized in writing, shall be done at CONTRACTOR's risk.

10. PROTECTION OF WORK/PROPERTY. The CONTRACTOR, at no additional expense to the CITY/UTILITY, 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 the CITY/UTILITY.

The CONTRACTOR, at no additional expense to the CITY/UTILITY, 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 the CITY/UTILITY, 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 the CITY/UTILITY, before final acceptance and shall bear the expense thereof;

11. SUPERVISION AND CONSTRUCTION PROCEDURES. The CONTRACTOR shall supervise and direct the PROJECT, using the CONTRACTOR's best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the PROJECT under the CONTRACT, unless the CONTRACT DOCUMENTS give other specific instructions concerning these matters. If the CONTRACT DOCUMENTS give specific instructions concerning construction means, methods, techniques, sequences or procedures, the CONTRACTOR shall be fully and solely responsible for the jobsite safety thereof unless the CONTRACTOR gives timely written notice to the CITY/UTILITY that such means, methods, techniques, sequences or procedures may not be safe.

The CONTRACTOR shall be responsible to the CITY/UTILITY for acts and omissions of the CONTRACTOR's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the PROJECT for or on behalf of the CONTRACTOR or any of its Subcontractors.

12. LABOR AND MATERIALS. Unless otherwise provided in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the PROJECT whether temporary or permanent and whether or not incorporated or to be incorporated in the PROJECT.

The CONTRACTOR shall enforce strict discipline and good order among the CONTRACTOR's employees and other persons carrying out the CONTRACT. The

CONTRACTOR shall not permit employment of unfit persons, persons that are not legal residents or citizens of the United States or persons not skilled in tasks assigned to them.

The CONTRACTOR shall deliver, handle, store and install materials in accordance with the manufacturers' instructions. The CONTRACTOR may make substitutions only with the consent of the CITY/UTILITY.

13. SUBCONTRACTS. CONTRACTOR agrees that it is as fully responsible to the CITY/UTILITY 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.

14. FINAL PAYMENT. Prior to receiving final payment, THE WORK shall be completed according to the CONTRACT DOCUMENTS, as determined by the CITY/UTILITY. 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 the CITY/UTILITY of all claims by the CONTRACTOR for all things done or furnished in connection with the CONTRACT and for every act and neglect of the CITY/UTILITY, 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.

15. CLEAN UP. CONTRACTOR shall, as directed by the CITY/UTILITY, remove from CITY/UTILITY'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.

16. WARRANTY. The CONTRACTOR warrants to the CITY/UTILITY that materials and equipment furnished under the CONTRACT will be of good quality and new unless otherwise required or permitted by the CONTRACT DOCUMENTS, that the work will be free from defects not inherent in the quality required or permitted, and that the PROJECT will conform to the requirements of the CONTRACT DOCUMENTS. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. CONTRACTOR shall provide a written guarantee covering all costs for repair or replacement of defective work for a period of two (2) years.

17. LIENS. Neither final payment nor any part of the retained percentage shall become due until CONTRACTOR delivers to the CITY/UTILITY 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 the CITY/UTILITY 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 the CITY/UTILITY 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 the CITY/UTILITY.

18. THE CITY/UTILITY'S RIGHT TO DO WORK. If CONTRACTOR should neglect to prosecute THE WORK properly or fail to perform any provision of this CONTRACT, the CITY/UTILITY, 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.

19. 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 the CITY/UTILITY harmless from loss on account thereof, except that the CITY/UTILITY 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 the CITY/UTILITY.

20. SCHEDULES. CONTRACTOR shall submit at such times as may be requested by the CITY/UTILITY, 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.

21. 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 the CITY/UTILITY and shall be delivered to the CITY/UTILITY upon completion or termination of the services, but CONTRACTOR may retain record copies thereof.

22. INSPECTION OF WORK. The CITY/UTILITY's representatives shall at all times have access to THE WORK wherever it is in preparation or progress. If the specifications, the CITY/UTILITY's instructions, laws, ordinances, or any public authority, require any work be specifically tested or approved, CONTRACTOR shall give the CITY/UTILITY timely notice of its readiness for inspection and if the inspection is by an authority other than the CITY/UTILITY, of the date fixed for such inspection. Inspections by the CITY/UTILITY 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 the CITY/UTILITY, it must, if required by the CITY/UTILITY, be uncovered for inspection at CONTRACTOR's expense.

Re-examination of questioned work may be ordered by the CITY/UTILITY, and if so

ordered the work must be uncovered by CONTRACTOR. If such work is found to be in accordance with the BID DOCUMENTS, the CITY 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.

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, dba Page Utility Enterprises, 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:

RFP #239, 640 Haul Road Metal Equipment Storage Building, Page, Arizona

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, dba Page Utility Enterprises, 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, _____, 2020 for:

RFP #239, 640 Haul Road Metal Equipment Storage Building, Page, Arizona

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, dba Page Utility Enterprises, 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, _____, 2020 for:

RFP #239, 640 Haul Road Metal Equipment Storage Building, Page, Arizona

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 CONTRACTOR'S QUALIFICATION PAGE
(Submit with Bid)

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

**THE CONTRACTOR'S REFERENCE PAGE
(Submit with Bid)**

The CONTRACTOR shall submit references for RFP #239, 640 Haul Road Metal Equipment Storage Building, Page, Arizona, that the CITY/UTILITY can verify. Each reference shall be for work actually performed by the BIDDER. The CITY/UTILITY may contact some or all of the references provided in order to determine Bidder's RESPONSIBILITY and performance record on work of similar scope. The CITY/UTILITY 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.

ALL REFERENCES WILL BE TREATED AS THE CONTRACTOR'S CONFIDENTIAL BUSINESS INFORMATION. **Previous work for the CITY/UTILITY may be used as references. Complete each item for all 10 references (5 Current and 5 Former):**

Current References:

Owner/Agency:	
Address:	
Address:	
City, State, Zip	
Contact:	
Phone:	

Owner/Agency:	
Address:	
Address:	
City, State, Zip	
Contact:	
Phone:	

Owner/Agency:	
Address:	
Address:	
City, State, Zip	
Contact:	
Phone:	

Owner/Agency:	
Address:	
Address:	
City, State, Zip	
Contact:	
Phone:	

Owner/Agency:	
Address:	
Address:	

City, State, Zip	
Contact:	
Phone:	

Former References:

Owner/Agency:	
Address:	
Address:	
City, State, Zip	
Contact:	
Phone:	

Owner/Agency:	
Address:	
Address:	
City, State, Zip	
Contact:	
Phone:	

Owner/Agency:	
Address:	
Address:	
City, State, Zip	
Contact:	
Phone:	

Owner/Agency:	
Address:	
Address:	
City, State, Zip	
Contact:	
Phone:	

The following Agreement contains terms and conditions which the Contractor must be prepared to accept upon receipt of a Notice of Award.

CONSTRUCTION CONTRACT

The ultimate contract between City/Utility and the Contractor will contain substantially the following terms and conditions:

PROJECT TITLE: RFP #239, 640 Haul Road Metal Equipment Storage Building, Page, Arizona

This contract is made and entered into by and between the City of Page, dba, Page Utility Enterprises, Arizona, a municipal Corporation (hereinafter the “**City/Utility**”), and _____ (hereinafter the “**Contractor**”) (collectively referred to as the “**Parties**” or a “**Party**”).

WITNESSETH:

THAT WHEREAS, the Mayor and City Council/City Manager of the City of Page are authorized and empowered by the provisions of the Arizona Revised Statutes to execute contracts for Professional Services;

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the CITY/UTILITY and the CONTRACTOR, as follows:

1. SCOPE OF WORK AND CONTRACT DOCUMENTS

The Contractor shall furnish all labor, materials and equipment necessary to perform the WORK provided for in the CONTRACT DOCUMENTS as defined herein. 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.

Execution of this Agreement 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. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The date of commencement of the Project shall be the date fixed in the "Notice to Proceed" issued by the City/Utility. The Contract Time shall be measured from the date of commencement.

The Contractor shall achieve Substantial Completion of the entire Project not later than calendar days from the date of commencement, subject to adjustments of this Contract Time 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 the City/Utility will be substantially damaged by the Contractor's failure to timely complete the Project according to the schedule contained in this Agreement and that considering that precise damages are difficult to calculate the Contractor shall pay the City/Utility 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 the City/Utility 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 Agreement.

3. CONTRACT SUM

The CITY/UTILITY shall pay the CONTRACTOR the Contract Sum in current funds for the CONTRACTOR's performance of the CONTRACT. The Contract Sum shall be \$, subject to additions and deletions as provided in the CONTRACT DOCUMENTS.

4. PAYMENT

In consideration of the services specified in this CONTRACT, the CITY/UTILITY 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. the CITY/UTILITY shall then make payments in accordance with its obligation as provided by A.R.S. § 34-221. Any payments made shall not prevent the CITY/UTILITY 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 the CITY/UTILITY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

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 CONTRACTOR'S 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. APPROVALS

All work shall be subject to the approval of the Utility Manager. The 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. If the failure to meet these standards results in faulty work, the Contractor shall undertake at its own expense the corrective adjustments or modifications.

7. CUTTING AND PATCHING

The Project is a renovation project and the Contractor shall be responsible for cutting, fitting or patching required to complete the Project or to make its parts fit together properly.

8. CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Project, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

9. 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 the CITY/UTILITY, constitute a material breach of this CONTRACT.

CONTRACTOR's insurance shall be primary insurance in regard to the CITY/UTILITY, and any insurance or self-insurance maintained by the CITY/UTILITY shall not contribute to it. The

insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against the CITY/UTILITY, its agents, officers, officials and employees for any claims arising out of CONTRACTOR's acts, errors, mistakes, omissions, work or services.

Prior to commencing work or services under this CONTRACT, CONTRACTOR shall furnish the CITY/UTILITY 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 the CITY/UTILITY 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 the CITY/UTILITY.

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.

10. INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the CITY/UTILITY, 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 and/or litigation expenses, which may be brought or made against or incurred by the CITY/UTILITY on account of (1) loss or damage to any property or interest of the CITY/UTILITY, 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, 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 the CITY/UTILITY, 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.

11. 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 the CITY/UTILITY 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 the CITY/UTILITY; (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 the CITY/UTILITY or entitled to any remuneration or other benefits from the CITY/UTILITY, other than as set forth in this CONTRACT.

12. ASSIGNMENT.

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

13. AUTHORITY TO CONTRACT.

CONTRACTOR warrants its right and power to enter into this CONTRACT. If any court or administrative agency determines that the CITY/UTILITY does not have authority to enter into this

CONTRACT, the CITY/UTILITY shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this CONTRACT.

14. 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.

15. 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, the CITY/UTILITY 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 the CITY/UTILITY, 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 the CITY/UTILITY for damages sustained by the CITY by virtue of any breach of this CONTRACT by CONTRACTOR and the CITY/UTILITY may withhold payments to CONTRACTOR for purpose of set-off until such time as the exact amount of damages due the CITY/UTILITY from CONTRACTOR are determined.

16. TERMINATION FOR CONVENIENCE.

The CITY/UTILITY 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 the CITY/UTILITY, become its property. If this CONTRACT is terminated by the CITY/UTILITY 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.

17. 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 the CITY/UTILITY or other public entity obligations under this CONTRACT. The CITY/UTILITY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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:

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

Contractor:

24. NO KICK-BACK CERTIFICATION

The Contractor warrants 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 contingent fee, and that no member of the City Council, Utility Board or any employee of the City has any interest, financially or otherwise, in the Contracting firm.

For breach or violation of this warranty, the City/UTILITY shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

25. GOVERNMENTAL REQUIREMENTS

The Contractor warrants and represents that it is familiar and will comply with all laws, statues, rules, regulations, and ordinances now in force or which may hereafter be in force, imposed on the Contractor, relating to or affecting the Contractor's performance of the work and compliance herewith (collectively, the "**Governmental Requirements**"), including keeping all records and allowing for all inspections. In Particular, but without limiting the general statements above, the Contractor, in the performance of the Project, will comply with all occupational safety laws (OSHA, etc.), workers' compensation acts, unemployment compensation acts, and tax and social security laws.

26. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would be valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

27. ENTIRE AGREEMENT

The terms and conditions contained in the Request for Bids are incorporated herein by this reference and The Contractor agrees to be bound by such terms as if each were again fully set forth herein. Together, this is the entire agreement of the parties and cannot be changed or modified orally. This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this ____ day of _____, 2020.

The Contractor

Utility General Manager

Attested By:

Utility Office Manager

Approved as to Form:

City Attorney

BID FORM

RFP #239, 640 Haul Road Metal Equipment Storage Building, Page, Arizona

BIDDER'S Name: _____

The undersigned BIDDER has carefully examined the BID DOCUMENTS and the site of the work for the RFP #239, 640 Haul Road Metal Equipment Storage Building, Page, Arizona, for the CITY/UTILITY, and shall provide all necessary engineering, 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 the CITY/UTILITY, 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 – RFP #239, 640 Haul Road Metal Equipment Storage Building, Page, Arizona

The City of Page, dba Page Utility Enterprises having duly considered the bid submitted on _____, 2020 for _____ as outlined in the CONTRACT DOCUMENTS, and it appearing that your BID for performing the work is fair, equitable, and in the City of Page/Page Utility's 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, dba Page Utility Enterprises
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 – RFP #239, 640 Haul Road Metal Equipment Storage Building, Page, Arizona

You are hereby authorized to proceed with work effective _____, 2020 and fully complete all work within ___ consecutive calendar days from this date. The completion date for this Project is therefore _____, 2020. Liquidated damages of \$ _____ (\$ _____) per day are applicable for each day past _____, 2020 for which work on this Project is not complete, unless otherwise provided.

City of Page, Arizona, dba Page Utility Enterprises
Sincerely,

Name:
Department Director Title:

RECEIVED AND ACCEPTED:

Contractor

By: _____
Name: _____
Date: _____

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS INDEX

Section

Number of Pages

Contractor to submit all technical specifications for the concrete and building materials with package submittals.