



## Request for City Council Action

<b>Title:</b>	Resolution #1159-16 Approving the Intergovernmental Agreement between the State of Arizona Department of Transportation and the City of Page for the design and construction of a sidewalk on Lake Powell Blvd.		
<b>Meeting Date:</b>	February 24, 2016	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	<b>Action:</b>	<input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	Engineering	<b>Supporting Documents:</b>	Resolution # 1159-16 Agreement
<b>Prepared By:</b>	City Engineer, Matthew Wood	<b>Presented By:</b>	City Engineer
<b>Reviewed By:</b>	City Manager	<b>Approved By:</b>	City Manager
<b>Proposed Action:</b>	Motion to Adopt Resolution #1159-16.		

**BACKGROUND:** The City of Page has received a Transportation Enhancement Grant in the amount of \$423,926 to construct a sidewalk along the west side of Lake Powell Boulevard from Quality Inn to Clubhouse Drive. The City is responsible for a match of 5.7%, (a total of \$25,624 over two years). The City is also responsible for any differences more than the estimates during the design/scoping and construction phases. Approving the intergovernmental agreement will all the City and State to move forward with the project. This project will be administered by ADOT.

**BUDGET IMPACT:**

**FY 2016**

SL693 01 D (scoping/design):

Federal-aid funds @ 94.3%	\$141,450.00
City's match @5.7%	<u>\$ 8,550.00</u>
Subtotal - Scoping/Design*	\$150,000.00

**FY 2017**

SL693 01 C (construction):

Federal-aid funds@ 94.3% (capped)	\$282,476.00
City's match @ 5. 7%	<u>\$ 17,074.00</u>
Subtotal - Construction"	\$299,550.00

TOT AL Estimated Project Cost	\$449,550.00
Total Estimated City's Funds	<u>\$ 25,624.00</u>
Total Federal Funds	\$423,926.00

\*(ADOT Project Management & Design Review (PMDR) Cost is included in the scoping/design estimated funds) --  
 "(Includes 15% CE and 5% Project contingencies)

**RECOMMENDED MOTION:**

Motion to Adopt Resolution # 1159-16.

RESOLUTION NO. 1159-16

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT (IGA) FOR THE PROVISION OF FACILITIES FOR PEDESTRIANS AND BICYCLES ALONG THE WEST SIDE OF LAKE POWELL BOULEVARD.

WHEREAS, the Transportation Equity Act for the 21<sup>st</sup> Century provides funding for the construction of enhanced transportation activities in the form of reimbursement through the Transportation Enhancement Program; and

WHEREAS, the Arizona Department of Transportation (ADOT) is responsible for the administration of the Transportation Enhancement Program; and

WHEREAS, the procedures established by ADOT require a local government, by resolution, to make certain approvals and commitments; and

WHEREAS, the Mayor and Common Council of the City of Page, Coconino County, Arizona finds the application by the Public Works Department for Arizona Transportation Enhancement Program funds serves the best interest of the City of Page.

NOW, THEREFORE, BE IT RESOLVED THAT THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, HEREBY:

Approve the attached IGA between the State of Arizona and the City of Page for the design and construction of a sidewalk on the western side of North Lake Powell Boulevard beginning at 287 North Lake Powell Boulevard and ending at Clubhouse Drive.

BE IT FURTHER RESOLVED that the Mayor be authorized and directed to execute the IGA on behalf of the City of Page.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this \_\_\_\_ day of \_\_\_\_\_, 2016, by the following vote:

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Abstentions \_\_\_\_\_  
Absent \_\_\_\_\_

CITY OF PAGE

By \_\_\_\_\_  
Mayor

Resolution No. 1159-16  
Page 2

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

ADOT File No.: IGA/JPA 15-0005709-I  
AG Contract No.: P001 2016 000364  
Project: Sidewalks-Lake Powell Blvd.  
Section: North Lake Powell BLVD, from  
287 to Clubhouse Drive  
**Federal-aid No.: PAG-0(200)A**  
**ADOT Project No.: SL693 01D 01C**  
**TIP/STIP No.: PAG12-005**  
**CFDA No.: 20.205 - Highway Planning  
and Construction**  
**Budget Source Item No.: n/a**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF PAGE

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, 2016, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF PAGE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The work proposed under this Agreement, hereinafter referred to as the "Project", consists of installing 2,600 LF of new sidewalks and adding drainage improvements, curb gutter, storm water turnouts, and pedestrian lighting along the western side of North Lake Powell BLVD from 287 to Clubhouse Drive. The State will advertise, bid, award and administer the scoping, design and construction of the Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to Federal Highway Administration (FHWA) for approval.
4. The City, in order to obtain federal funds for the design and/or construction of the Project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA.
5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and the authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City for the Project, if the Project is approved by FHWA and funds for the Project are available. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project specifications and terms and conditions.
6. The Parties will perform their responsibilities consistent with this Agreement; any change or modification to the Project will only occur with the mutual written consent of both Parties.

7. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

**SL693 01D (scoping/design):**

Federal-aid funds @ 94.3%	\$141,450.00
City's match @ 5.7%	<u>\$ 8,550.00</u>
<b>Subtotal – Scoping/Design*</b>	<b>\$150,000.00</b>

**SL693 01C (construction):**

Federal-aid funds @ 94.3% (capped)	\$282,476.00
City's match @ 5.7%	<u>\$ 17,074.00</u>
<b>Subtotal – Construction**</b>	<b>\$299,550.00</b>
<b>TOTAL Estimated Project Cost</b>	<b>\$449,550.00</b>
<b>Total Estimated City's Funds</b>	<b>\$ 25,624.00</b>
<b>Total Federal Funds</b>	<b>\$423,926.00</b>

\*(ADOT Project Management & Design Review (PMDR) Cost is included in the scoping/design estimated funds)

\*\* (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final bid amount.

**THEREFORE**, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

**II. SCOPE OF WORK**

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City for the Project, if the Project is approved by FHWA and funds for the Project are available.

b. Upon execution of this Agreement, prior to performing or authorizing **any** work, invoice the City for the City's share of the Project design costs, currently estimated at **\$8,550.00**. If PMDR costs increase during the development of design, invoice the City in increments of \$5,000.00 to cover additional PMDR costs. Once the costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual PMDR and design costs.

c. Upon receipt of the City's estimated share of the Project design costs, on behalf of the City, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the City, as appropriate; and review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Such work may consist of, but is not specifically limited to, preparation of environmental documents; analysis and documentation of environmental categorical

exclusion determinations; geologic materials testing and analysis; right-of-way related activities; preparation of reports, design plans, maps, specifications and cost estimates; and such other related tasks essential to the achievement of the objectives of this Agreement.

d. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. Upon authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post design of the Project.

e. Upon completion of design and prior to bid advertisement, invoice the City for the City's share of the Project construction costs, estimated at **\$17,074.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs; and de-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

f. Upon receipt of the City's estimated share of the Project construction costs, submit all documentation required to FHWA with the recommendation that funding be approved for construction and request the maximum federal funds programmed for the construction of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.

g. Upon FHWA authorization, proceed to administer construction, advertise for, receive and open bids, award and enter into a contract(s) with a firm(s) for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain City concurrence prior to awarding the contract.

h. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the City.

i. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project. Upon completion of the construction phase of the Project, provide an electronic version of the record drawings to the City.

j. Notify the City that the Project has been completed and is considered acceptable, coordinating with the City as appropriate to turn over full responsibility of the Project improvements. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within ninety (90) days of final acceptance.

k. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City for the Project if the Project is approved by FHWA and funds for the Project are available.

b. Within thirty (30) days of receipt of an invoice from the State pay the City's Project design costs, estimated at **\$8,550.00**. If, during the development of the design, additional funding to cover PMDR costs is required, pay the invoiced amount to the State within thirty (30) days of receipt. Be responsible for any difference between the estimated and actual PMDR and design costs of the Project.

c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.

d. Upon completion of design, within thirty (30) days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, the City's Project construction costs, estimated at **\$17,074.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

f. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and that all obstructions or unauthorized encroachments of any nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

g. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

h. Grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.

i. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be Responsible for the cost of any requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the City. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

j. Upon notification by the State of Project completion, agree to accept, maintain and assume full responsibility of the Project in writing.

k. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right-of-way acquisition or construction within ten (10) years after federal funds were first made available.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. This Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the

other party. It is understood and agreed that, in the event the City terminates this Agreement, the City will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall not be obligated to complete and/or maintain the Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all liability, costs and/or damage incurred by any of the above arising or resulting from this Agreement; and from any other liability, damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the maximum available amount of federal funds programmed for this Project. The City acknowledges that the actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to pay the difference between actual Project costs and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

5. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS

Attn: Cost Accounting Administrator

206 S 17<sup>th</sup> Ave. Mail Drop 204B

Phoenix, AZ 85007

[SingleAudit@azdot.gov](mailto:SingleAudit@azdot.gov)

8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

10. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

11. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

12. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

13. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

14. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

City of Page  
Attn: Matt Wood  
P.O. Box 1180  
Page, AZ 86040  
(928) 645-4245

**For Project Administration:**

Arizona Department of Transportation  
Intermodal Transportation Division  
Construction  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-6961

City of Page  
Attn: Matt Wood  
P.O. Box 1180  
Page, AZ 86040  
(928) 645-4245

**For Financial Administration:**

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007

City of Page  
Attn: Linda Watson  
P.O. Box 1180  
Page, AZ 86040

(602) 712-7124  
(602) 712-3132 Fax  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

(928) 645-4203

17. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination, of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

**CITY OF PAGE**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
**BILL DIAK**  
Mayor

By \_\_\_\_\_  
**STEVE BOSCHEN, P.E.**  
ITD Director

ATTEST:

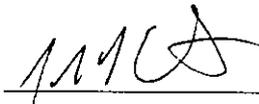
By \_\_\_\_\_  
**KIM LARSON**  
City Clerk

**ATTORNEY APPROVAL FORM FOR THE CITY OF PAGE**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF PAGE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 10<sup>th</sup> day of February, 2016.

  
\_\_\_\_\_  
City Attorney



*Request for City Council Action*

<b>Title:</b>	Annual Renewal of the City's General Liability Insurance		
<b>Meeting Date:</b>	February 24, 2016	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	<b>Action:</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	HR/Risk Management	<b>Supporting Documents:</b>	2016 Policy Summary
<b>Prepared By:</b>	Willis	<b>Presented By:</b>	Crystal Prentice
<b>Reviewed By:</b>	Crystal, Kay, Linda	<b>Approved By:</b>	Crystal Prentice
<b>Proposed Action:</b>	Annual General Liability Insurance Renewal – March 1, 2016		

**BACKGROUND:** The City's annual liability policy renews each year on March 1<sup>st</sup>. With-in the last 2 months the City's insurance broker, Willis of Arizona, and Kay, have updated application data and sought proposals from underwriters, Travelers Insurance will be our carrier again. Staff recommends that Council approve underwriting with Travelers.

**BUDGET IMPACT:** \$225,054.04 (only change from current year is as to increase cyber expense limits from \$50,000 to \$250,000, for additional cost of \$461.00). Total annual premium amount - \$225,054.04

**STAFF RECOMMENDATION:** I move to approve the purchase of the City's comprehensive general liability insurance as presented by Willis of Arizona in the amount of \$225,054.04.

**FINANCIAL SUMMARY AND COMPARISON**

CITY OF PAGE PREMIUM SUMMARY FOR MARCH 1, 2016 to 2017 RENEWAL		WILLIS RECOMMENDED	TRAVELERS EXPIRING 3/31/2016	TRAVELERS RENEWAL 3/1/2017	Willis Commission Rate
Insurance Company	Coverage	Limits	Deductible	Premium	Premium
<b>Travelers Property</b>	Property - Blanket Limit	\$28,555,493	\$5,000	\$32,003	\$32,057
	Unintentional Errors & Omissions	\$1,000,000	\$5,000	Included	Included
	Boiler & Machinery	Included	\$5,000	Included	Included
	Earthquakes	\$5,000,000	\$25,000	Included	Included
	Flood	\$2,500,000	\$100,000	Included	Included
	Bus Inc/Extra Exp	\$1,000,000	72 Hours	Included	Included
	IM Cont Equipment	\$250,012	\$5,000	\$3,636	\$3,831
	Property - Signals & Lights	Included	\$5,000	Included	Included
	IM Unscheduled Property	\$250,000	\$5,000	Included	Included
	Property - EDP	Included	\$5,000	Included	Included
	Crime	\$250,000	\$5,000	Included	Included
	Money & Securities	\$250,000	\$5,000	Included	Included
<b>Claims Made (2)</b>	Cyber Liability	\$1,000,000	\$1,000	\$4,366	\$4,547
	(3) - Cyber Increased Limit				Included
<b>Travelers Auto</b>	Auto Liability (102 Power Units - ren) (101 Power Units - exp)	\$1,000,000	None	\$46,121	\$50,964
<b>Composite Rate</b>	Uninsured/Underinsured	\$300,000	None	Included	Included
	Auto Phys. Damage (17 Units - exp) (19 Units - ren)	\$2,906,663	\$5,000/\$5,000	\$12,039	\$11,360
<b>Travelers Liability</b>	General Liability	\$1,000,000/\$2,000,000	\$10,000	\$42,356	\$38,811
	(4) Damage to Premises Rented to you - Increased limit option	\$1,000,000	\$10,000		see optional premium as noted below
<b>Claims Made (1)</b>	Abuse & Molestation Liab.	\$1,000,000/\$2,000,000	\$10,000	Included	Included
<b>Claims Made (1)</b>	Emp. Benefits Liab.	\$1,000,000/\$3,000,000	\$1,000	\$381	\$381
<b>Claims Made (1)</b>	Law	\$1,000,000/\$2,000,000	\$10,000	\$21,343	\$21,823
<b>Claims Made (1)</b>	Public Officials Liability	\$1,000,000/\$2,000,000	\$10,000	\$6,446	\$4,249
<b>Claims Made (1)</b>	EPLI	\$1,000,000/\$2,000,000	\$25,000	\$10,761	\$12,281
<b>Travelers Excess</b>	Umbrella Excess	\$10,000,000/\$10,000,000	\$10,000	\$39,661	\$39,253
<b>Travelers Terrorism</b>	(TRIA not purchased in 2014)			Not Included	Included
			<b>Sub Total</b>	<b>\$219,096</b>	<b>\$219,567</b>
					20.00%
<b>ACE Property &amp; Casualty - 2nd year of 3 year policy term (Willis Aviation - LA)</b>	Airport Liability	\$10,000,000/\$10,000,000	None	\$4,500	\$4,500
					15.00%
<b>Travelers Identity Fraud 1st Year of 3 year installments</b>	Fraud Expense Reimbursement	\$5,000 per Insured Person	None	\$446	\$446
					15.00%
<b>QBE Accident (Willis - New York)</b>	Volunteer AD&D	Various	None	\$661.04	\$561.04
					15.00%
(1) Retro Date 03/01/2003					
(2) Retro Date 03/01/2014			<b>Grand Total</b>	<b>\$224,693.04</b>	<b>\$225,054.04</b>

(3) Cyber increased 'Security Breach Notification and Remediation Expenses and Crises Management Service Expenses limit' to \$250,000 -

Additional Premium \$461 - included with Cyber Premium above

(4) See Travelers Quote for Damage to Premises Rented to You Limit to \$1,000,000 -  
Additional Premium \$2,004 to General Liability & \$346 to Umbrella

# PAGE UTILITY ENTERPRISES

COUNCIL COMMUNICATION

MEETING DATE: February 24, 2016

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**DATE:** February 10, 2016  
**TO:** Honorable Mayor Bill Diak & Page City Council  
**FROM:** Bryan Hill P.E., General Manager  
**SUBJECT:** PUE Insurance Renewal

## SUMMARY/RECOMMENDATIONS:

The insurance policy for Page's Water, Sewer, and Electric utilities are due for renewal on March 1, 2016. Hurtado & Associates are insurance professionals who have served Page Electric since 2005. Hurtado & Associates serve several Electric Utility clients whom also operate Water and Sewer Utilities, and have written Page Utility a comprehensive insurance program for all utilities, Electric, Water, and Sewer for the last four years. Attached is the quotation for renewing our Electric, Water, and Sewer Utility insurance program.

The Page Utility Board met during their regularly scheduled monthly meeting on February 9, 2016 and discussed the insurance program proposal. The Board voted unanimously to recommend onto Page City Council the award of the proposed insurance program to Hurtado & Associates.

The total program cost is \$141,462, a reduction of \$16,952 from last year's premium, with the Electric share at \$73,930, and the Water and Sewer share at \$67,532.

A copy of the comprehensive Insurance Proposal is available for review in the Clerk's office. Please contact Utility staff for answers to any detailed questions regarding this insurance program proposal. Additionally, if a discussion is desired with an Hurtado & Associates (H & A) representative during the Council meeting, please contact staff to arrange a representative from H & A to be present at the meeting.

**ATTACHMENTS:** Cost Comparison  
Premium Breakdown  
Bind Order

## SUGGESTED MOTIONS:

I move to authorize payment of the Utility insurance program to Hurtado & Associates for \$141,462 as presented.

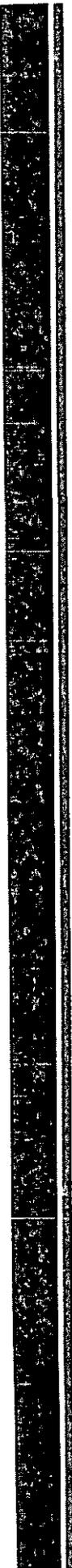
  
\_\_\_\_\_  
Bryan Hill, P.E. General Manager



Hurtado & Associates

# Cost Comparison 2015 & 2016 with changes to Auto UM limits and Umbrella Structure

Line	2016	2015	Difference	Comments
Property	\$ 54,826	\$ 54,810	\$ 16	Same rate. Premium adjustment for contractor's equipment changes.
B&M	\$ 10,485	\$ 10,485	\$ 0	Same rate and exposure.
GL	\$ 17,136	\$ 18,977	\$ (1,841)	Decreases in payroll exposures let do 9.7% decrease in premium. Same rates.
Auto	\$ 29,057	\$ 36,884	\$ (7,827)	Same rate and auto count. Limiting the UM reduces premium by 21%. Decrease in GL led to slight premium decrease. Zurich also had a 3% rate increase due to change in Zurich Energy. Restructuring the Umbrella to two policies reduces premium by 20%.
Umbrella	\$ 28,500	\$ 35,800	\$ (7,300)	
Crime	\$ 1,458	\$ 1,458	\$ 0	Three year policy.
<b>Totals</b>	<b>\$ 141,462</b>	<b>\$ 158,414</b>	<b>\$ (16,952)</b>	10.7% premium reduction over last year.





Hurtado & Associates

# Premium Breakdown Power Distribution and Water/Sewer Without TRIA Options

Line	Electric	Water/Sewer	Comments
Property	\$ 21,607	\$ 33,219	Same property rates for both sides, Water Sewer has \$16,735.739 in values versus \$11,172,404 for the electric. Electric side has a higher rate for generators (\$3.75M) and a lower rate for substations (\$4M).
B&M	\$ 8,840	\$ 1,645	Electric has the majority of the exposure because of generators and substations.
GL	\$ 8,825	\$ 8,311	Electric side has a fantastic rate because of a zero loss history. Water payroll went down 31% over last year.
Auto	\$ 16,822	\$ 12,235	\$764.66 per auto. Includes \$32 auto fee.
Zurich Umbrella	\$ 16,778	\$ 11,722	Electric has higher rate because catastrophic nature of power distribution.
Crime	\$ 1,058	\$ 400	



Hurtao & Associates

# Bind Order

COVERAGE - CARRIER	PREMIUM	ORDER
Property - Zurich	\$54,826	\$
B&M - Zurich	\$10,485	\$
General Liability with Limited Pollution - Zurich	\$17,136	\$
Auto with minimum \$30,000 UM limits - Zurich (includes \$32 AZ state auto fee)	\$29,057	\$
Umbrella \$5M - Zurich + Excess \$5M - Grum and Forster	\$28,500	\$
Crime - Zurich	\$1,458	\$
<b>Program Premium</b>	<b>\$141,462</b>	<b>\$</b>

OPTIONAL COVERAGE - CARRIER	PREMIUM	ORDER
Property TRIA - Zurich (declined in 2015)	\$1,096	\$
General Liability TRIA - Zurich (declined in 2015)	\$171	\$
Automobile - Zurich (includes \$32 AZ state auto fee) - \$1M UM limit	\$36,884	\$
Umbrella \$10M - Zurich - (This is what you currently have)	\$35,100	\$
Umbrella TRIA - Zurich (declined in 2015)	\$351	\$
Excess TRIA \$5M - Grum and Forster	\$569	\$

Signature of Insured Representative \_\_\_\_\_

Date \_\_\_\_\_



## Request for City Council Action

<b>Title:</b>	Vacation Leave Pay Outs		
<b>Meeting Date:</b>	February 24, 2016	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	<b>Action:</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	Finance Department	<b>Supporting Documents:</b>	Ordinance 1090-12
<b>Prepared By:</b>	Linda Watson	<b>Presented By:</b>	Crystal Prentice
<b>Reviewed By:</b>	Crystal Prentice	<b>Approved By:</b>	Crystal Prentice
<b>Proposed Action:</b>	Authorization for City Manager to pay out Vacation Leave overages		

**BACKGROUND:**

In June 2012, the City Council, adopted Resolution 1090-12 that amended Section 10.1.D of the Personnel Rules. This section pertained to the Accrual of Vacation Leave. The resolution states that vacation leave was to be capped at 240 hours and any vacation leave balances in excess of 240 hours at the end of the calendar year was to be forfeited.

The resolution also allows those employees who had accumulated balances greater than 240 hours, to utilize their earned hours through normal pay periods until earned hours beyond 240 hours were exhausted or be paid in full, at the City’s discretion.

Employees with vacation leave balances that have accumulated higher than 240 hours have not been able to lower their vacation leave balances below the 240 hour cap. Staff is recommending paying out those employees that have vacation leave balances that exceed 240 hours. Currently there are 27 employees that have vacation leave balances in excess of 240 hours on the books.

**BUDGET IMPACT:**

FY 2016 Personnel Compensation (10.441.2830).

Approximate payoff amount will be \$65,979.30.

**ATTACHMENTS:**

Resolution 1090-12

**RECOMMENDED MOTION:**

I move to authorize the City Manager to reduce the maximum vacation hours of all regular employees to 240 hours and make a payment to those employees with vacation leave balances that exceed 240 hours.

RESOLUTION NO. 1090-12

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, AMENDING PROVISIONS OF THE PERSONNEL RULES OF THE CITY OF PAGE PERTAINING TO: ARTICLE 10, SECTION 10.1.D, ACCRUAL OF VACATION LEAVE; ARTICLE 10, SECTION 10.2.D, ACCUMULATED SICK LEAVE; ARTICLE 4, SECTION 4.8, COMPENSATORY TIME; AND ARTICLE 1, SECTION 1.10, DEPARTMENT HEADS.

WHEREAS, the Page City Code, Article 3-3, Section 3, provides that the City's Personnel Rules may be amended from time to time; and

WHEREAS, the Council desires to amend provisions of the Personnel Rules pertaining to vacation leave, sick leave, compensatory time, and separation, so that all City employees, whether funded by the general fund or an enterprise fund, are treated the same; and

WHEREAS, Page Utility Enterprises is asking the Council to amend its Personnel Manual accordingly.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, as follows:

The Personnel System Rules of the City of Page, Article 1, Section 10.1.D, Accrual of Vacation Leave, is amended to read as follows:

**SECTION 10.1.D ACCRUAL OF VACATION LEAVE**

EMPLOYEES SHALL NOT ACCRUE MORE THAN 240 HOURS OF VACATION LEAVE. ANY ACCUMULATED VACATION TIME IN EXCESS OF 240 HOURS MUST BE UTILIZED BEFORE THE END OF THE CALENDAR YEAR OR THE TIME WILL BE FORFEITED.

~~Employees shall not accrue more vacation leave than could be earned in twenty-four (24) month period plus 160 hours.~~ Vacation leave will not be accrued while an individual is out on any unpaid leave, including FMLA leave and Worker's Compensation.

**CHART FOR VACATION ACCRUAL LIMITS:**

	<u>Regular Full Time</u>	<u>7K Exempt</u>
0 to 5 years:	320 Hours	460 Hours
6 to 10 years:	400 Hours	532 Hours
11 to 15 years:	448 Hours	592 Hours
16 and up:	480 Hours	640 Hours

BE IF FURTHER RESOLVED that any employee having accumulated more than 240 hours as of July 1, 2012, shall retain their entire balance of accumulated leave; the

accumulated balance, however, will be the maximum balance which may not be exceeded for that particular employee. Furthermore, the employee with earned vacation greater than 240 hours as of July 1, 2012, will be granted upon agreed date of departure the ability to utilize earned hours through normal pay periods until earned hours beyond 240 hours are exhausted, thus establishing the separation date or may be paid in full, at the city's discretion.

The Personnel System Rules of the City of Page, Article 10, Section 10.2.D, Accumulated Sick Leave, is amended to read as follows:

**SECTION 10.2.D ACCUMULATED SICK LEAVE**

~~An employee shall be paid at their current rate of pay for accumulated sick leave over 320 hours, up to an additional 400 hours, upon termination from the City of Page. No payment will be made for the first 320 hours of accumulation or beyond the 400 additional hours. No employee may accrue more than 720 hours.~~

EMPLOYEES MAY NOT ACCRUE MORE THAN 960 HOURS OF SICK LEAVE. ONCE THE MAXIMUM LIMIT OF 960 HOURS HAS BEEN ACCUMULATED, AN EMPLOYEE MAY ELECT TO EITHER BE PAID FOR THE EXCESS OF 960 SICK HOURS AT A RATE OF 75% THEIR BASE PAY OR PURCHASE SERVICE TIME FROM ASRS/PSPRS (IF ELIGIBLE) AT A RATE OF 75% THEIR BASE PAY.

UPON SEPARATION FROM CITY EMPLOYMENT, AN EMPLOYEE MAY BE ELIGIBLE TO BE PAID AT FULL FACE VALUE FOR ACCRUED SICK LEAVE IF (1) THE EMPLOYEE HAS BEEN EMPLOYED BY ANY DEPARTMENT WITH THE CITY FOR TEN CONTINUOUS YEARS AND (2) THE EMPLOYEE APPLIES FOR AND ELECTS TO RECEIVE ASRS BENEFITS IMMEDIATELY UPON SEPARATION FROM CITY SERVICE.

The Personnel System Rules of the City of Page, Article 4, Section 4.8, Compensatory Time, is amended to read as follows:

**SECTION 4.8 COMPENSATORY TIME**

Compensatory Time (Comp Time) may be substituted for overtime at the discretion of the department head. Up to FORTY (40) ~~one hundred and twenty (120)~~ hours of comp time may be accrued UNLESS A GREATER NUMBER IS SPECIFICALLY AUTHORIZED BY THE CITY MANAGER. All overtime rules will apply to Comp Time. Comp Time and overtime will not be applied to the same hour of work. ~~Comp Time may be sold in forty (40) hour blocks with prior approval of the City Manager or designee. Accumulation of Comp Time must be approved by the department head and the City Manager or designee just the same as overtime. The Comp Time balance will be paid to an employee upon~~

~~leaving the employment of the City. When practicable, Comp Time should be used or sold prior to the next anniversary date of employment and/or next fiscal year so as not to increase the earned value of the Comp Time.~~

The Personnel System Rules of the City of Page, Article 1 (Definitions), Section 1.10, Department Head, is amended to read as follows:

**SECTION 1.10 DEPARTMENT HEAD:** Any regular full time employee, exempt or non-exempt, that heads a department within the City of Page. ~~Department Heads are at will employees eligible for ninety (90) days severance pay if terminated for any reason other than violation of City of Page policies or other misconduct. With the exception of the at will status,~~ Department Heads are bound by the policies and procedures set forth in the Personnel Rules and any stand alone policies that pertain to the general employee population.

**PASSED AND ADOPTED** by the Mayor and Common Council of the City of Page, Coconino County, Arizona, this 27<sup>th</sup> day of June, 2012, by the following vote:

Ayes	<u>7</u>
Nays	<u>0</u>
Abstentions	<u>0</u>
Absent	<u>0</u>

CITY OF PAGE

By: William R. Deth  
Mayor

ATTEST:

Traci Anderson  
CITY CLERK

APPROVED AS TO FORM:

[Signature]  
CITY ATTORNEY



## *Request for City Council Action*

<b>Title:</b>	Contract Award: Rental and Service of Portable Toilet Units		
<b>Meeting Date:</b>	February 24, 2016	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Other: Bid Award	<b>Action:</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	Public Works	<b>Supporting Documents:</b>	Bid Documents
<b>Prepared By:</b>	Clifford Linker	<b>Presented By:</b>	Clifford Linker
<b>Reviewed By:</b>	City Manager	<b>Approved By:</b>	Clifford Linker
<b>Proposed Action:</b>	Award Bid for Rental and Service of Portable Toilet Units to 3 Peaks Glass, Inc.		

**BACKGROUND:** The City has contracted with Three Peaks Glass, Inc for the rental and service of portable toilet units place in City's parks and special event locations, including: Golliard Park, John C. Memorial Park, Children's Park, Tennis Courts and the Vermillion Cliffs Corrals. These units are located in heavily used parks that do not have appropriate alternative restroom facilities or the existing restrooms do not meet American with Disabilities Act requirements. In January, staff conducted a competitive RFP process to obtain proposals for a new contract. 3 Peaks Glass, Inc. was the lowest responsive bidder.

**BUDGET IMPACT:** Standard cost: \$1,133 per month, \$125 per unit special event. Funds are budgeted in Parks Sanitation Facilities/Services Fund 10-462-2600.

**STAFF RECOMMENDATION:** Motion to authorize the City Manager to execute a contact for the rental and maintenance services of portable toilets units to 3 Peaks Glass, Inc.

**A-ACTION SANITATION INC  
RD ENTERPRISES INC**

510 North 100 West 3012 Border Street  
 Kanab UT 84741 Page AZ 86040  
 435-899-0514 (928) 645-5216  
 rdent@xpressweb.com  
 www.Aactionsanitation.com

**Estimate**

Date	Estimate #
2/1/2016	387

Name / Address
City of Page PO Box 1180 Page, Az 86040

Terms	Project
Net 15	

Description	Qty	Rate	Total
3 ADA accessible Restrooms; 2 Standard Restrooms Serviced 2-3 Times a Week according to the locations provided by the city of Page per Calendar month.		1,475.96	1,475.96

A Credit card is required for reservations. 48 Hour Notice is required on all cancelations otherwise customer assumes 25% mobilization fee.	<b>Subtotal</b>	\$1,475.96
	<b>Sales Tax (9.725%)</b>	\$0.00
	<b>Total</b>	\$1,475.96

**page**

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

**BID DOCUMENTS**  
**FOR**  
**PORTABLE TOILET RENTAL**  
**FOR**

**City of Page**  
**Department of Public Works**  
**PO Box 1180**  
**Page, AZ 86040**

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**CITY OF PAGE, ARIZONA  
PORTABLE TOILET RENTAL  
NOTICE OF INVITATION FOR BID**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City Clerk for the City of Page, Page City Hall, 697 Vista Avenue, Page, Arizona, until 4 PM February 8<sup>th</sup>, 2016. At that time, bids will be opened and publicly read aloud and recorded by the City Clerk. Bidders are invited but not required to be present at the bid opening.

Bids must be in the actual possession of the City Clerk's Office 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 City Clerk's clock.

Bids must be submitted on the forms furnished and in a sealed envelope. The Invitation for bid's **Portable Toilet Rental and Service 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.

The City of Page, Arizona is seeking bids from qualified firms, to provide the rental of portable toilets for the City's Public Works Department, as the need arises, including regular day-to-day operations, as well as for special events, in accordance with the terms, conditions, and specifications contained in this Request for Bid packet.

Questions and requests for additional specifications and/or bid documents shall be directed to: Clifford Linker, Public Works Director, PO Box 1180, Page, AZ 86040 (928) 645-4304. RFB packages may also be accessed on the City of Page website at [www.cityofpage.org](http://www.cityofpage.org).

Persons with disabilities may call the City's Human Resources Director at (928) 645-4231 or text telephone (TDD) (928) 645-4216 regarding availability of information in alternative formats.

The City of Page reserves the right to reject any or all bids or parts thereto and to waive any informalities in the bids received.

\_\_\_\_\_  
City Clerk

Published each week for two consecutive weeks in the Lake Powell Chronicle.  
See, publications dated January 20<sup>th</sup> and January 27<sup>th</sup>, 2016.

## 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, 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 Services, Instructions to Bidders, General Conditions, Special Conditions (if any), Contract, Contractor's Reference List, Bid Form, and Notice of Award.

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.

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

## SCOPE OF SERVICES

The CITY anticipates the rental of three (3) handicap accessible portable toilet units and two (2) standard units. Rental of additional units would be necessary for City sponsored events. While this is the current anticipated need, CONTRACTOR shall acknowledge that this need may ultimately be more or less, and therefore CONTRACTOR is not guaranteed a minimum rental amount under this CONTRACT.

It is the intent of this IFB to select a qualified CONTRACTOR to provide rental of portable toilets for the CITY as the need arises, including regular day-to-day operations, as well as for special events. The CITY shall call in or fax orders for portable toilets when and as needed giving at a minimum 48 hours notice. Prompt and timely set up and tear down are required as well as cooperation with CITY staff.

All units supplied shall be delivered undamaged, in clean, sanitary conditions with all facilities operable, including doors and latches. Upon delivery of units, the CONTRACTOR and a CITY designee shall fully inspect the delivered units. Any unit not meeting these standards shall be refused, in the sole discretion of the CITY's designee, and the CONTRACTOR shall be required to redeliver acceptable unit(s) within five (5) hours at no additional costs to the CITY.

The CONTRACTOR shall furnish all chemicals, supplies, and labor to insure that all units are maintained in a clean, sanitary and useable condition. The CONTRACTOR shall provide the CITY with a cleaning/servicing schedule prior to delivery of any units. Units shall be cleaned a minimum of two (2) times per week. Two of the units would be cleaned three (3) times per week instead of two times (units located at Golliard Park and Page Memorial Park).

Units may be requested to be cleaned/serviced in excess of weekly cleaning if heavier use mandates. Requests shall be made via telephone. CONTRACTOR shall respond to requests for additional cleaning/servicing within two (2) hours of notification.

The Public Works Department shall perform periodic inspections of all units being rented. In the event units are found to be in noncompliance with the aforementioned requirements (i.e. sanitary, undamaged, and fully-operable), and CONTRACTOR fails to remedy the non-compliance within two (2) hours after notification, CITY shall deduct, pro rata from payment, the time period for which the unit is non-compliant. In the event a unit is found to be non-compliant two (2) times during any one month (or day in case of special events), the CITY shall deduct a months or days rent from the payment for said unit.

The CONTRACTOR shall be responsible for making any necessary arrangements for proper disposal of collected liquid waste.

## 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. CITY 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, with the exception of CONSTRUCTION DOCUMENTS, intact and completed as directed.

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

The mailing address for CITY is as follows:

City of Page  
Office of the CITY Clerk  
P.O. Box 1180  
Page, AZ 86040-1180

The physical address for CITY is as follows:

City of Page  
Office of the CITY Clerk  
697 Vista Avenue  
Page, AZ 86040

4. QUESTIONS, OMISSIONS, DISCREPANCIES, INTERPRETATIONS AND ADDENDA. All questions regarding discrepancies in, or omissions from, the Scope of Services, 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 CITY shall not be bound by any oral interpretation of the BID DOCUMENTS. Oral interpretations or clarifications will be without legal effect.

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 the CITY 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 the CITY.

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 of Page, may be sufficient reason to deny award of this project to BIDDER.

9. SUBCONTRACTORS. The CONTRACTOR may subcontract any part of the work to be performed under this CONTRACT as long as resulting charges to CITY 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. CITY reserves the right to reject any BID based on submission of an incomplete list of subcontractors and major material suppliers as non-responsive. CITY 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 CITY exercises the reserved right herein, the CONTRACT shall be awarded by CITY to the RESPONSIVE and RESPONSIBLE BIDDER who has submitted the lowest lump sum BID.

CITY may conduct such investigation as CITY 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, CITY reserves the right to (a) waive any immaterial defect or informality; or (b) reject any or all BIDs, or portions thereof; (c) reissue this IFB; or (d) accept any part/portion of any bid with exclusion to other parts/portions. Within Sixty (60) days after opening of the bids, CITY shall act upon them. The acceptance of a BID shall be a written NOTICE OF AWARD and no other act shall constitute acceptance.

13. TIME FOR EXECUTING CONTRACT. Any BIDDER whose BID has been accepted shall be required to execute the CONTRACT and return it to CITY 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 the CITY.

The damages to CITY 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, if any, accompanying the BID of such BIDDER shall be retained by CITY as liquidated damages for such breach.

14. SUSPENSION & DEBARMENT. CITY reserves the right to reject the BID of any person or corporation that has previously defaulted on any contract with CITY 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 CITY 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 CITY agrees and current Arizona law supports 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 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 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 CITY.
  
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), if applicable. 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. 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 CITY of Page work on behalf of the CONTRACTOR.

4. 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.
5. CHANGE ORDERS FOR CHANGED OR EXTRA WORK. The CITY 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. 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 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 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 CITY, in writing, and CITY shall promptly verify the same. Any work done after such discovery, until authorized in writing, shall be done at CONTRACTOR's risk.

6. PROTECTION OF WORK/PROPERTY. The CONTRACTOR, at no additional expense to CITY, 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 CITY.

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

7. SUBCONTRACTS. CONTRACTOR agrees that it is as fully responsible to CITY 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.
8. CLEAN UP. CONTRACTOR shall, as directed by CITY, 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.
9. CITY'S RIGHT TO DO WORK. If CONTRACTOR should neglect to prosecute THE WORK properly or fail to perform any provision of this CONTRACT, CITY, after 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.

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

## SERVICES CONTRACT

This Contract ("CONTRACT") is made and entered into by and between the City of Page, an Arizona municipal corporation, (hereinafter "CITY"), and 3 PEAKS GLASS (hereinafter "CONTRACTOR").

IN CONSIDERATION of the mutual promises and agreements set forth herein, it is agreed by and between the CITY 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 Services
- d. Instructions to Bidders
- e. General Conditions
- f. Special Conditions (if any)
- g. Contractor's Reference List
- h. List of Subcontractors & Material Vendors
- i. Bid Form
- j. Notice of Award

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.

2. TERM and EXTENSION/RENEWAL/CHANGES. This CONTRACT shall be for one (1) year, commencing on 2/8/14, and terminating on 2/8/17, unless sooner terminated or further extended pursuant to the provisions of this CONTRACT.

City shall have the option to renew the CONTRACT for one (1) year increments upon the termination date. Any modification or renewal of this CONTRACT shall be by formal written amendment executed by the parties hereto.

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

CONTRACTOR shall provide monthly detailed documentation (invoice) in support of requested payments. CITY shall then make payments within thirty (30) days of receipt of invoice. Any payments made shall not prevent CITY from objecting to

charges after payment therefore in appropriate cases, or from seeking reimbursement for any such charges.

Nothing in this CONTRACT shall create any obligation on the part of CITY 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 CITY 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; failure to do so may, at the sole discretion of CITY, constitute a material breach of this CONTRACT.

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

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

The CONTRACTOR shall carry at all times the following insurance coverage:

Comprehensive Commercial General Liability:

Limits: Combined single Limit Bodily Injury/Property damage- not less than \$1,000,000.

Automobile Liability:

Limits: Bodily Injury-\$250,000 each person

\$500,000 each occurrence

Property Damage- \$100,000 each occurrence

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.

7. INDEMNIFICATION. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless CITY, 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 CITY on account of (1) loss or damage to any property or interest of CITY, 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 CITY, 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 CITY 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 CITY; (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 CITY or entitled to any remuneration or other benefits from the CITY, 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 CITY. Approval may be withheld at the sole discretion of CITY, 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 CITY does not have authority to enter into this CONTRACT, CITY 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, CITY 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 CITY, 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 CITY for damages sustained by CITY by virtue of any breach of this CONTRACT by CONTRACTOR and CITY may withhold payments to CONTRACTOR for purpose of set-off until such time as the exact amount of damages due the CITY from CONTRACTOR are determined.

13. **TERMINATION FOR CONVENIENCE.** CITY 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. If this CONTRACT is terminated by CITY 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 CITY or other public entity obligations under this CONTRACT. CITY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.
15. **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.
16. **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.
17. **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. Additionally, nothing in the CONTRACT shall be deemed to guarantee CONTRACTOR a minimum amount of rentals, services, or business to the CITY.
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. 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  
697 Vista Avenue  
P.O. Box 1180  
Page, Arizona 86040

Contractor:  
3 PEAKS GLASS INC.  
P.O. Box 7016  
474 Haul Rd  
Page, AZ 86040

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

City of Page  
An Arizona municipal corporation

Contractor:

By: 3 PEAKS GLASS INC.

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Attested By:

Approved as to Form:

\_\_\_\_\_  
Kim Larson, City Clerk

\_\_\_\_\_  
City Attorney

THE CONTRACTOR'S REFERENCE PAGE  
(Submit with Bid)

ALL REFERENCES WILL BE TREATED AS THE CONTRACTOR'S CONFIDENTIAL BUSINESS INFORMATION. CITY may contact some or all of the references provided in order to determine Bidder's RESPONSIBILITY and performance record on work of similar scope. CITY 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 the CITY may be used as references. Complete each item for all 6 references (3 Current and 3 Former):

Current References:

Owner/Agency:	Lake Powell Marine
Address:	550 Hawk Rd
City, State, Zip	Page, AZ 86040
Phone:	928-645-2992
Contact Person:	Greg Smith
Project Name/Scope	Glass, Tires, Houseboat pumpout.

Owner/Agency:	Lake Powell Ford
Address:	619 S. Lake Powell Blvd
City, State, Zip	Page, AZ 86040
Phone:	928-645-5450
Contact Person:	Curey
Project Name/Scope	Glass

Owner/Agency:	Lower Antelope Canyon Tours
Address:	Lower Antelope
City, State, Zip	Page, AZ 86040
Phone:	928-853-0213
Contact Person:	Stetson Ellis
Project Name/Scope	Portable Toilets, Glass, Tires

Former References:

Owner/Agency:	Carol Bigthump
Address:	Mile Marker 302
City, State, Zip	Page, AZ 86040
Phone:	928-614-4681
Contact Person:	Carol Bigthump

Owner/Agency:	Chamber of Commerce
Address:	5 S. Lake Powell Blvd Unit 3
City, State, Zip	Page, Az 86040
Phone:	928-645-2741
Contact Person:	Tom
Project Name/Scope	Baloon Regatta / 4 <sup>th</sup> of July Toilets

Owner/Agency:	Page Gun Club
Address:	Gun Range
City, State, Zip	Page, Az 86040
Phone:	928-640-3451
Contact Person:	Ron Kester
Project Name/Scope	Toilet Cleaning



## STATEMENT OF BIDDER'S QUALIFICATIONS

If bidder is a corporation, answer the following:

- (a) Date of incorporation: 10/11/12
- (b) State of incorporation: Arizona
- (c) President's name: Henry Inzunza (owner)
- (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:

Flat Glass / Auto Glass / Window Tint / Tire sales & replacement / Ignition interlock install / Car Audio install / Portable Toilet install / serv

How many years has your organization been in business as a contractor under your present business name: 3 years 10 months

How many years experience in the proposed type and scale of service has your organization had: 7 years

- (a) As a general contractor: \_\_\_\_\_
- (b) As a subcontractor:  \_\_\_\_\_

What is the 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
<u>Henry Inzunza</u>	<u>owner</u>	<u>20</u>	<u>all</u>	<u>residential / automotive</u>

BID FORM

The undersigned bidder has carefully examined the BID DOCUMENTS and shall provide all necessary portable toilet units, supplies, and labor called for in the BID DOCUMENTS. The following rates include all delivery/removal and furnishing all chemicals, supplies, and labor to insure that all units are maintained in a clean, sanitary and useable condition.

The Contractor bids a Unit Price per Month Of:

(Written Words) two hundred dollars ) (\$ 200<sup>00</sup> ) per single Handicap accessible portable toilet unit.

The Contractor bids a Unit Price per Day Of:

(Written Words) one hundred twenty five ) (\$ 125 ) per single handicap accessible special event portable toilet unit.

The Contractor bids an additional Price per Month Of:

(Written Words) two hundred fifty dollars ) (\$ 250<sup>00</sup> ) per unit for one (1) additional cleaning/servicing per week (for a total of three (3) cleanings per week) at Golliard and Page Memorial park.

Date: 1/21/16  
Name of Bidder: 3 PEAKS GLASS  
Signature of Bidder: [Handwritten Signature]  
Title of Bidder: owner  
Address of Bidder: 474 Hawn Rd  
Bidder's Telephone Number: 928-645-6876  
Bidder's Fax Number: 928-645-6876

**NOTICE OF AWARD**

Date:  
Contractor:  
Address:

**SUBJECT: NOTICE OF AWARD – Portable Toilet Rental and Service**

The City of Page, having duly considered the bid submitted on February 8<sup>th</sup>, 2016 for the City of Page Portable Toilet Rental and Service as outlined in the CONTRACT DOCUMENTS, and it appearing that your BID for performing the work is fair, equitable, and in the City's best interest, said BID is hereby accepted at the rates 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 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.

City of Page, Arizona  
Sincerely,

\_\_\_\_\_  
Name: Clifford Linker, Director  
Department: City of Page, Public Works

**RECEIVED AND ACCEPTED:**

Contractor

By: *[Signature]*  
Name: 3 PEAKS GLASS INC.  
Date: 1/21/16

# PAGE UTILITY ENTERPRISES

COUNCIL COMMUNICATION

MEETING DATE: February 24, 2016

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**DATE:** February 10, 2016  
**TO:** Honorable Mayor Bill Diak & Page City Council  
**FROM:** Bryan Hill P.E., General Manager  
**SUBJECT:** Award the Successful Bidder of #200 Infrastructure Upgrade

## SUMMARY/RECOMMENDATIONS:

Page Utility staff wrote and advertised a Request for Proposal (RFP) for the Infrastructure Upgrade Bid #200. The project location includes an area around North & South Wahweap, Myrtle Drive in Greentown. (See attached map for project area.) The electrical infrastructure (some primary and mostly secondary) serving these customers are unprotected direct buried cable experiencing failures and has served beyond its projected end of life.

The competitive sealed Bids for the above-described work were due at 4:00 p.m. on February 3, 2016. A total of six (3) proposals were received and provided Bid results as follows:

COMPANY	BASE BID
<b>Niels Fugal Sons Co.</b>	<b>\$219,459.94</b>
MP Nexlevel, LLC	\$259,917.69
Networx Cabling Systems, Inc.	\$257,833.10

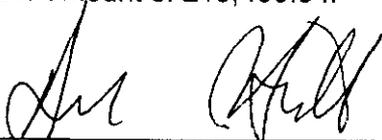
The proposals were reviewed and staff recommended the award of this contract to Niels Fugal Sons Company of Washington, UT. Their total base bid fell within the low bid description as well as their qualifications package as submitted.

At the February 9, 2016 Board meeting, the PUE Board reviewed staff's summary of the Bids and recommendation. The Board voted unanimously to recommend Page City Council award the above-mentioned upgrade to Niels Fugal Sons Company in the amount of \$219,459.94.

Funding for this project is available through the Council approved budget (PUE Electrical Fund 50 Budget FY15/16) 'Capital Replacements' GL 50-000-3660.

**ATTACHMENT:** Map

**SUGGESTED MOTIONS:** I move to award Bid #200 to Niels Fugal Sons Company of Washington, UT in the amount of 219,459.94.



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Bryan Hill, PE  
General Manager

