



BID DOCUMENTS

FOR

SINGLE VAULT TOILET

City of Page
Community & Recreation Services Department

PO Box 1180
697 Vista Ave
Page, Arizona 86040

April 12, 2023

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1-1 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, for a **SINGLE VAULT TOILET** at the **Red Mesa Rim Trail Parking Lot**, until **4:00 PM, May 4, 2023**. 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 project name and bidder's name and address should be clearly indicated on the outside of the envelope. Bids sent through Federal Express or other express mail agencies must have the Bid Documents sealed within an additional envelope inside the outer mailer.

The City of Page, Arizona is seeking bids from qualified companies to fabricate and deliver a prefabricated Single Vault Restroom located within the limits of the City of Page, Page AZ. This single toilet structure shall have approximately 1,000-gallon sealed vault, vandal resistant components, and meets USAF and ADA standards. Delivery needs to the site to be included in the bid. Crane and installation will be provided by the City of Page. Interested companies may submit quotes on varies styles and models of a single vault toilet layout.

Questions and requests for additional specifications and/or bid documents shall be directed to: Lynn Cormier, Director of Community & Recreation Services, City of Page, PO Box 1180, Page, Arizona 86040, 928-645-4314. RFB packages may also be accessed on the City of Page website at 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.

Bids may not be withdrawn for a period of sixty (60) days after the bid opening.

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

Kim Larson, City Clerk

Publish each week for two consecutive weeks in the Lake Powell Chronicle. See publications dated April 12, 2023, and April 19, 2023.

1-2 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. PRE-BID MEETING. None. Individuals with questions may contact: Lynn Cormier, Director of Community & Recreation Services (lcormier@pageaz.gov / 928-645-4314).

3. 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.

4. 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:

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

The physical address for CITY is:

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

5. 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.

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

6. 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 Bid 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.

7. 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.

8. 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.

9. REFERENCES. The Bidder shall provide a list of two (2) current 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.

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

11. 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 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 the Contract Documents.

12. 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.

13. 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) withdraw, cancel, or reissue this IFB; (d) issue addenda or amend the IFB, including extending deadlines; (e) request additional information and/or clarification from Bidder; (f) accept any part/portion of any bid with exclusion to other parts/portions; (g) negotiate and/or award a contract only when it is in the best interest of the CITY; and/or (h) take other actions the CITY deems is in the best interest of the CITY. Within thirty (30) 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.

14. BID SECURITY AND BONDING. Not applicable.

15. 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 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.

16. SUSPENSION & DEBARMENT. Construction contractors are required to be registered and current in the federal SAM (System of Award Management) system. The website for registration is: <https://sam.gov/content/home>. 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.

17. PROTEST PROCEDURE. Bid protests shall be submitted in writing to: Lynn Cormier, City of Page, PO Box 1180, Page, AZ 86040, or lcormier@pageaz.gov within 72 hours of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, Project Manager, or others, CITY will respond to the protest. CITY reserves the

right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

18. 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.

1-3 BID FORM

PROJECT **SINGLE VAULT TOILET**

CITY **CITY OF PAGE**
697 VISTA AVENUE
PAGE, ARIZONA 86040

Bidder's Company Name: _____

The undersigned bidder has carefully examined the Bid Documents for the steel building for the City of Page and shall provide all necessary materials called for in the Bid Documents. Bidder shall submit all documents necessary for City to determine that the building meets the required specifications.

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

_____ Dollars (\$_____)

Date _____
Name of Bidder _____
Signature of Bidder _____
Title of Bidder _____
Address _____

Telephone Number _____
Fax Number _____

Bidder shall have the following License(s) to perform the Work specified herein:

Federal Tax ID No. _____

1-4 CONTRACTOR'S REFERENCE PAGE

To Submit with Bid. ALL REFERENCES WILL BE TREATED AS THE CONTRACTOR'S CONFIDENTIAL BUSINESS INFORMATION. CITY may contact one or both 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 CITY may be used as references.

References:

1	Owner/Agency	
	Address	
	City, State, Zip	
	Phone	
	Contact Person	
	Project Name and Scope of Work	

2	Owner/Agency	
	Address	
	City, State, Zip	
	Phone	
	Contact Person	
	Project Name and Scope of Work	

1-5 STATEMENT OF BIDDER QUALIFICATION

If bidder is a corporation, answer the following:

Date of Incorporation _____
State of Incorporation _____
President's Name _____
Vice President's Name _____
Secretary/Clerk's Name _____
Treasurer's Name _____

If bidder is a partnership, answer the following:

Date of Organization _____
General or Limited Partnership _____

Name and Address of All Partners:

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

Major types of work done by the organization:

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

2 CONTRACT AGREEMENT DOCUMENTS

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2-1 NOTICE OF AWARD

PROJECT **SINGLE VAULT TOILET**

CITY CITY OF PAGE
697 VISTA AVENUE
PAGE, ARIZONA 86040

CONTRACTOR _____

DATE _____, 2023

The City of Page, having duly considered the bid submitted on May 4, 2023 for the City of Page's **SINGLE VAULT TOILET** 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 lump sum price contained therein, and in accordance with all terms, conditions, covenants, and provisions set forth in the Contract Documents.

In accordance with the terms of the Contract Documents, you are required to execute the formal CONTRACT 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 LS-3 Forms, Section 3 Forms, and certificates of insurance evidencing compliance with the requirements for insurance stated in the Contract Documents.

Lynn Cormier
Director of Community & Recreation Services

RECEIVED AND ACCEPTED BY CONTRACTOR:

By _____
Name _____
Date _____

2-2 CONTRACT

The following CONTRACT contains terms and conditions which CONTRACTOR must be prepared to accept upon receipt of a Notice of Award. If a Bidder requests modification to any of the terms and conditions contained in the CONTRACT, these must be identified specifically with Bid submission; otherwise by submitting a Bid, the Bidder indicates that it is willing to enter into the CONTRACT as written. Failure to identify contractual issues of dispute may be the basis for the CITY disqualifying a Bidder. Any exceptions to terms, conditions, or other requirements must be clearly stated.

MATERIAL AND SERVICES CONTRACT

This Contract ("CONTRACT") is made and entered into by and between the City of Page, an Arizona municipal corporation, (hereinafter "CITY"), and _____ (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. Bid Form
- i. 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. In the event any document conflicts with or contradicts this instrument, this instrument shall control.

2. The date of commencement of the project shall be the date fixed in the "Notice to Proceed" issued by the City of Page. The Contract Time shall be measured from the date of commencement.

The CONTRACTOR shall achieve substantial completion of the entire project not later than September 30, 2023, subject to adjustments of this contract time with approval of the CITY. The Parties acknowledge that time is of the essence and that completion of this project within the monetary and time constraints placed on the project is of utmost importance and CITY has considered and relied on CONTRACTOR'S representations as to its quality of service commitment in entering into this CONTRACT. The Parties further recognize that quantified standards of performance are necessary and appropriate to ensure that the project is completed

within budget and on time. The Parties further recognize that if CONTRACTOR fails to achieve the performance standards, CITY and its residents will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of damages that CITY will suffer. Therefore, the Parties agree that in the event the CONTRACTOR fails to complete this CONTRACT on or before the completion date as specified herein, liquidated damage shall be assessed in the amount of \$50.00 per day that the CONTRACT remains unfinished. This amount represents a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this CONTRACT, including the relationship of the sums to the range of harm to CITY and its residents that reasonably could be anticipated and recognition that proof of actual damages would be costly or inconvenient.

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

CONTRACTOR shall provide detailed documentation in support of requested payments. CITY shall then make payments within 30 days of receipt of invoice. Any payments made shall not prevent the CITY from subsequently objecting to charges after payment therefore in appropriate cases, or from seeking reimbursement for any such charges.

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

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 in a skillful and workmanlike manner 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 \$2,000,000.

Automobile Liability:

Combined Single Limit Per Accident for Bodily Injury and Property Damage - not less than \$1,000,000.

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.

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, save and hold harmless the CITY and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") including claims for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CONTRACTOR or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount

arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such CONTRACTOR to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is agreed that CONTRACTOR shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. CONTRACTOR shall waive all rights of subrogation against the CITY, its officers, officials, agents and employees for losses arising from the work performed by CONTRACTOR for the CITY.

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. 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.

11. 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.

12. NON-APPROPRIATION OF FUNDS. Notwithstanding any other provision of this CONTRACT, this CONTRACT may be terminated without penalty to the CITY, 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.

13. WARRANTY. CONTRACTOR warrants that work performed will conform to the CONTRACT DOCUMENTS and is free of any defect in equipment, material or design furnished, or workmanship performed by the CONTRACTOR or any of its subcontractors or suppliers at any tier. This warranty shall continue for a period of one (1) year from the date of final acceptance of the WORK. CONTRACTOR shall remedy at CONTRACTOR'S expense any failure to conform, or any defective work.

14. 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.

15. 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.

16. 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.

17. 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.

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

19. 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.

20. 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:

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

22. NO THIRD-PARTY BENEFICIARIES. Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than CITY and CONTRACTOR, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of CITY and CONTRACTOR and not for the benefit of any other party, unless otherwise expressly set forth in the Contract Documents.

23. SEVERABILITY. If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the affected provision, the remainder of the Contract Documents, and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

24. Pursuant to A.R.S. §35-394. CONTRACTOR certifies that it does not currently, and agrees for the duration of the CONTRACT that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If CONTRACTOR becomes aware during the term of the CONTRACT that it is not in compliance with the written certification, CONTRACTOR shall notify the CITY within five business days after becoming aware of the noncompliance. If CONTRACTOR does not provide the CITY with a written certification that CONTRACTOR has remedied the noncompliance within one hundred eighty days after notifying the CITY of the noncompliance, the CONTRACT terminates, except that If the CONTRACT termination date occurs before the end of the remedy period, the CONTRACT terminates on the CONTRACT termination date.

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

City of Page
An Arizona municipal corporation

Contractor:

By: _____

By _____

Date _____

Date _____

Attested By:

Kim Larson, City Clerk

Approved as to Form:

City Attorney

2-3 NOTICE TO PROCEED

PROJECT SINGLE VAULT TOILET

CITY CITY OF PAGE
697 VISTA AVENUE
PAGE, ARIZONA 86040

CONTRACTOR _____

DATE _____

You are hereby authorized to proceed with work effective _____, 2023 and substantially complete all Work by or before September 30, 2023. Liquidated damages of \$50.00 per day are applicable for each day past May 15, 2023, for which work on this Project is not complete, unless otherwise provided.

Lynn Cormier
Director of Community & Recreation Services

RECEIVED AND ACCEPTED BY CONTRACTOR:

By _____
Name _____
Date _____

3 GENERAL CONDITIONS

3-1 GENERAL CONDITIONS.....23

3-1 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 the 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 the 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.

CONTRACTOR shall obtain all necessary permits for the work and pay all applicable fees, unless otherwise noted on the plans and in the specifications.

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 Contract 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 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.

4 PROJECT DESCRIPTION

City seeks proposals for the purchase of a single vault toilet for our new 5-mile Red Mesa Rim Trail. This single toilet structure shall have:

- Approximate 1,000-Gallon Sealed Vault
- Unisex Signage
- Locking Door
- Cleanout Hatch & Cover
- HDPE Riser,
- ADA Grab Bars
- Stainless Steel Toilet Paper Holder
- Vent Screen and Vent Stack

Delivery shall be included in the bid.

The City shall supply the crane and conduct the installation upon receipt of installation specifications from the bidding company.

Companies are encouraged to supply pricing on different makes and models of their single vault toilets.

The city is looking to have the Single Vault Toilet delivered no later than September 30, 2023.

~~The tentative schedule is as follows:~~

~~Bid Opening—April 12, 2023~~

~~Contract Award—May 4, 2023~~