

REQUEST FOR QUALIFICATIONS (RFQ): CITY OF PAGE DOWNTOWN BEAUTIFICATION AND REVITALIZATION

The City of Page, Arizona, is seeking Statements of Qualifications (SOQ) from qualified individuals and firms to participate in the planning, design, and implementation of a comprehensive Downtown Beautification and Revitalization Project. The Project may be completed in various phases over the course of several years. The City of Page is seeking to enhance the vitality, sustainability, safety, functionality, and aesthetic appeal of its downtown area, creating an inviting and vibrant space for residents, businesses, and visitors alike.

This RFQ invites interested parties to submit their qualifications to provide creative and innovative solutions. The scope of work includes urban design, design of infrastructure improvements, and community engagement efforts. The successful respondent will need to acquire an understanding of the local culture, history, and economy while also bringing forward modern approaches to urban revitalization and beautification.

Through this Project, the City aims to increase economic diversity, job and business growth, improve parking and transportation infrastructure (including safety and walkability improvements), beautify the downtown, and enhance the overall quality of life for the community.

To be eligible for consideration, interested parties must submit an SOQ demonstrating appropriate competence, qualifications, and relevant experience with similar types of projects. The City will select and negotiate with those submitters whose SOQs are responsive to this RFQ and are in the best interest of the City. Any documents submitted in response to this RFQ must provide sufficient detail and information so as to allow a complete evaluation of its merit. The instructions contained herein should be followed for responses to be considered responsive to this RFQ. The City reserves the right to cancel this solicitation at any time.

PROJECT DESCRIPTION

The City of Page was originally planned and developed in 1957 for the workers building the Glen Canyon Dam, and was incorporated in March of 1975. The City now functions as the home to about 7500 residents and the gateway to the breathtaking beauty of the Southwest. From the magnificent red rock formations of Antelope Canyon and Horseshoe Bend to the waters of Lake Powell and the Colorado River, Page is known as the center of adventure. Hosting over 4.5 million visitors per year in the City, the downtown area of Page should enhance both the quality of life for residents while at the same time containing adequate infrastructure to support events and the large influx of tourists and visitors to the City.

The City is also culturally diverse with approximately 44% of its population identifying as Native American. Located adjacent to the Navajo Nation, Native American culture and heritage has a significant influence in the City.

The City seeks to improve the aesthetic appeal of the downtown area while simultaneously improving walkability, safety, amenities and infrastructure to support the large numbers of visitors to the area. In support of these goals, the City has been awarded a \$5,000,000 EDA federal grant and has budgeted approximately \$4,000,000 of general funds for Phase 1. Time is of the essence for the project and the City requires that the selected firm be able to quickly produce quality work product. **Public scoping and site selection shall be completed by August 15, 2025, and 100% construction drawings for Phase 1 shall be completed by or before February 2, 2026.**



The Phase 1 focus area is highlighted above.

RFQ PROCESS

All statements of qualifications must be received by the City Clerk by **5:00 p.m. on Tuesday, May 6, 2025**. At that time, all responses duly received will be opened. When responses are opened, the names of the submitters and all responses to the RFQ shall be a matter of public record. All criteria for evaluation are set forth in the RFQ. The City reserves the right to reject any or all Statements of Qualifications, to waive any informality or irregularity in any Statement of Qualifications received, and to be the sole judge of the merits of the respective Statements of Qualifications received. No binding contract will exist between the submitter and the City until the City executes a written contract.

I. Submission

One (1) original and four (4) copies for a total of five (5) responses must be submitted. The envelope or package containing the responses must be plainly labeled:

RFQ – Downtown Beautification

City of Page

Attn: City Clerk

P.O. Box 1180

Page, AZ 86040

It is the sole responsibility of the submitter to see that submittals are received in a timely manner. The submitter shall bear any and all risks for any delays associated with their selected method of delivery or that are misdirected due to improper identification.

II. Proposal Deadline

The receipt deadline will be strictly enforced. Late submittals shall be date stamped, remain unopened and notice provided to the contractor that: “The submitted proposal was received after the delivery time designated for the receipt of responses and therefore considered nonresponsive.”

All submittals shall be prepared and submitted in accordance with the provisions of this RFQ. However, the City reserves the right to waive any informalities, irregularities, or variances, whether technical or

substantial in nature, or to reject any and all responses at its sole discretion. Any submittal may be modified or withdrawn prior to the indicated time for receipt of the responses or authorized postponement thereof.

III. Clarification and Addenda

Each contractor shall examine all RFQ documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the RFQ shall be made in writing through the Public Works Director.

The City shall not be responsible for oral interpretation given by any city employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to the RFQ, the City will attempt to notify all prospective contractors who have secured the same. However, it shall be the responsibility of each submitter, prior to submitting their proposal, to contact the City of Page (928-645-4302) to determine if addenda were issued and to make such addenda a part of the proposal. The City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

IV. Preparation Expenses

Each submitter shall bear all expenses associated with its preparation and any subsequent and related expenses, and no claims for reimbursement shall be submitted to the City for the expense of preparation or presentation.

V. Legal Name

Responses shall clearly indicate the legal name, address, contact email address(es), and telephone number of the submitter and shall indicate whether the firm is a corporation, general partnership, individual or other business entity. Statements of Qualifications shall be signed above the typed or printed name and the title of the signer. The signer shall have the authority to bind the submitter to the SOQ.

VI. Openness of Procurement Process

Written responses, other discussions, correspondence, and all other pertinent records shall be handled as public records in compliance with State and Federal open records statutes and regulations.

VII. Errors and Omissions

Once a response is submitted, the City may consider requests by any submitter to correct errors or omissions, but shall retain sole discretionary authority to determine the outcome of such a request.

VIII. Retention and Disposal of Statements of Qualifications

The City reserves the right to retain all submitted statements for public record keeping purposes. No copies of any material will be returned to the submitter. The City reserves the right to cancel this solicitation at any time prior to the execution of a formal contract.

IX. Collusion

By offering a response to this RFQ the submitter certifies that they have not divulged to or discussed or compared its submittal with any competitors, and have not colluded with any other submitter or parties to this process whatsoever. The submitter also certifies, and in the case of a joint venture each party thereto certifies as to its own organization, that is in connection with their submittal:

1. No attempt has been made or will be made by the submitter to induce any other person or company to submit or not to submit a Statement of Qualification for the purpose of restricting competition.
2. All persons interested in this project, principal, or principals being named therein and no other person have an interest in this project or in the Agreement to be entered into.
3. No person or agency has been employed or retained to solicit or secure this Agreement upon an agreement or understating for a commission, percentage, brokerage, or contingent fee, excepting

bonafide employees or established commercial agencies maintained by the submitter for the purpose of doing business.

4. All companies interested in this project (including the company's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, the City Manager, Executive Directors, Department Heads, and other staff. This policy is intended to create a level playing field for all potential companies; assure that contract decisions are made in public and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified below:

Kyle Christiansen
Director of Public Works
P.O. Box 1180
Page, AZ 86040
kchristiansen@pageaz.gov
928.645.4302

SCHEDULE

The schedule for submittal of statements of qualifications is as follows:

- Request for Qualifications issued and advertised: **April 9, 2025**
- Deadline to receive responses: **5:00 p.m., May 6, 2025**

The *tentative* schedule for the evaluation of proposals is as follows:

- Evaluation of submittals: **May 7 – May 12, 2025**
- Award of contract: **May 14, 2025**
- The schedule for the evaluation, selection and award may be changed at the City's discretion.

INSTRUCTIONS FOR PREPARATION OF A STATEMENT OF QUALIFICATIONS

I. General

All submitters shall provide sufficient information and data to fully allow a complete evaluation of their qualifications. Information and data submitted by each firm shall be incorporated into the contract documents by reference.

II. Required Information

Submitters, and/or any sub-consultants, must present satisfactory evidence to the City indicating their ability to meet the scope of work within a prompt time frame. In addition, to ensure consistency, responses should generally conform to the following format:

- Cover Letter
- Table of Contents
- Sections
 1. Introduction and Executed Signature Page
 2. Firm Qualifications
 3. Qualifications of Staff
 4. Project Approach
 5. Familiarity/History within the Region
 6. References

Section 1 – Introduction and Executed Signature Page

This section must contain an overview of the firm and any proposed sub-consultants. The introduction shall clearly indicate the legal name, address, telephone number of the firm.

Section 2 – Firm Qualifications

Provide a description and history of the firm and each expected subconsultant and/or sub-contractor.

The firm shall provide a current list of both Arizona professional and Arizona contractor licenses held for all members of the proposed team. Include license numbers and note whether licenses are held by the firm, individuals or sub-consultants.

Identify the number of comparable projects completed within the past ten (10) years where the firm and/or team provided comparable services.

Select three projects of character, size, and complexity comparable to the proposed Project. At a minimum, include the following items as part of your overall discussion:

- a. Role of the firm;
- b. Original schedule/completion date and final schedule/completion date;
- c. Original construction cost estimate and final construction cost. Explain cause of variance (if applicable);
- d. Describe services provided during the design phase.

The submittal shall include notice of any investigations or disciplinary action taken or pending by national or state regulatory bodies against the firm or individuals employed by the firm.

Section 3 – Qualifications of Staff

Provide an organizational chart that shows key personnel assigned to the project. Include sub-consultants, if applicable.

For each person identified in the organizational chart, include their education, registration, years of experience and years of experience with the firm. For each person on the team identified in the organizational chart, list at least two comparable projects in which they played the same role as presented for the Project. If a project selected for a key person is already listed under Section 2 – Firm Qualifications, provide just the project name and the role of the key person. For other projects provide:

- a. Description of the project;
- b. Role of the person;
- c. Project owner;
- d. Reference information, including name(s) with telephone numbers and email addresses.

Section 4 – Project Approach

Provide your firm's technical approach for this Project. At a minimum, include the following items as part of your overall discussion:

- a. Describe your methodology and approach to the development of the design;
- b. Design review, cost and scope control, and value engineering;
- c. The City of Page has encountered significant problems obtaining reasonably accurate probable cost of construction estimates on other projects. Describe how you will approach this problem and ensure that probable cost of construction estimates are reasonably accurate and account for local factors and conditions;
- d. Proposed timeline for 100% design of Phase 1 of the Project.

Section 5 – Familiarity/History within the Region

Provide a list of all **relevant** engagements the firm completed for local government or Arizona entities within the last five (5) years. Illustrate how previous experience may be of benefit in the execution of the present Project.

Section 6 – References

Provide at least three references for which the firm has performed similar services, preferably within the past five (5) years (but in no event outside of ten (10) years). Provide the reference contact name, address, e-mail address, telephone numbers and a summary and date of the services provided.

SCOPE OF SERVICES

I. Scope of Services

The Scope of Services that the selected firm is expected to provide includes:

1. Facilitate project kickoff meeting with City staff. This meeting will set forth the project requirements and City and EDA criteria for a successful project. City staff will provide applicable information to the selected team including the City's vision, goals, concepts, budget and schedule, along with any EDA Grant requirements.
2. Provide project management, planning and scheduling as required to deliver a successful project for the City of Page, on-schedule and on-budget.
3. Conduct Geotechnical investigation of the project area, as needed.
4. Conduct topographic survey of the project area. It is not expected that a boundary survey will be required, however, this may be added to the scope of work if deemed necessary.
5. The team shall prepare a site investigation assessment to identify existing utility infrastructure in and around the project site, and provide potholing services to aid in verifying locations of underground utilities.
6. The team shall meet regularly with City staff to ensure the timely progress of the project.
7. Members of the team will be required to participate in public meetings to assist with concept development, provide feedback, and answer questions from City Council, City Staff and the public. Because Page is a significant distance from other major cities, many meetings required in the Scope will be conducted by phone or video conference, but some meetings will require an onsite presence.
8. Prepare 30% Schematic Design (SD) documents. Documents shall include at a minimum:
 - a. A Basis of Design Report that describes the proposed improvements, studies used to develop the concept design, the standards which govern the design of each improvement, and any variances to standards.
 - b. Schematic level design plans that graphically present the design intent of all major project elements.
 - c. Graphic renderings and perspective imagery.
 - d. An opinion of probable construction cost that will be used to confirm available funding. If the opinion of probable construction cost exceeds the available funding, the team shall present design elements that may be modified to bring the overall project estimate within the budget.

The team shall submit the 30% Schematic Design documents to the City and other applicable review agencies for review and comment.

The Design-Build team may be required to participate in public meetings to solicit input and convey the design concept to the public and other City Stakeholders.

9. Prepare 60% Design Development (DD) documents based on comments provided on the 30% (SD) documents. The 60% DD documents should include an updated Opinion of Probable Construction Cost as well as outline project specifications in CSI format.
10. The design team shall submit the 60% Design Development documents to the City and other applicable review agencies for review and comment.
11. Prepare 100% Construction Documents (CD) based on comments provided on the 60% (DD) documents. The 100% CD's should include an updated Opinion of Probable Construction Cost, Project Specifications in CSI format, a Bid Schedule and other applicable submittal forms required by reviewing agencies. The design team shall submit the 100% Construction Documents to the City and other applicable review agencies for review and comment or approval. 100% Construction Documents shall be sealed by an appropriately licensed professional in the State of Arizona.

If additional comments are provided after 100% Construction Documents are reviewed, the design team shall address each comment and resubmit the revised 100% Construction Documents for final approval by or before February 2, 2026.

12. Other related tasks as identified by City of Page staff.

PROPOSAL EVALUATION AND SELECTION

I. Evaluation Criteria

All responses shall be evaluated with respect to the completeness of the information provided, support for all claims made, and the overall approach taken. The following criteria shall be utilized in the evaluation of the contractor's proposal, in order of no importance:

1. Firm qualifications (25 Points)
2. Experience with comparable projects (20 Points)
3. Ability to Meet Timeline for Design of Phase 1 (25 Points)
4. Familiarity/History Within the Region and Project Approach (20 points)
5. References (20 Points)

Total possible points: 110

II. Selection Process

A The Selection Panel will evaluate and score each submission according to the criteria set forth above. Scoring will be based solely upon qualifications and will not consider fees, price, or other cost information. After scoring, a single list of three to five firms will be selected as the most qualified by the Selection Panel. The highest scoring firm will be notified and invited to start fee negotiations and review of final contract documents. Final selection and award of the contract will be determined by the City Council.

The City intends to enter into negotiations with the top ranked firm and execute a contract upon completion of negotiation of fees and contract terms for City Council approval. If the City is unsuccessful in negotiating a contract with the best-qualified firm, the City may then negotiate with the second or third most qualified firm until a contract is executed or the City may decide to terminate the selection process at any time.

The protest policy and procedures in ARS 34-603(J) shall govern any protest in this procurement.

III. Rejection of Responses

The City may reject responses if:

- 1. The submitter misstates or conceals any material fact in the submission;
- 2. The rejection of all responses is deemed to be in the best interest of the City;
- 3. The submission is incomplete or otherwise does not conform to the requirements outlined herein;
or
- 4. For any other lawful reason.

The proposed Contract is attached for the proposer's review. If a proposer wishes to request modification to any of the terms and conditions contained in the Contract, these should be identified specifically; otherwise by submitting a proposal, the firm indicates that it is willing to enter into the contract as written. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a firm. Any exceptions to terms, conditions, or other requirements must be clearly stated.

PROFESSIONAL SERVICES AGREEMENT

This Agreement for the On-Call Profession Services (“Agreement”) is made by and between the City of Page (“City”), an Arizona municipal corporation and _____ (“Provider”), collectively referred to as “parties.”

RECITALS

- A. The City desires to enter into this Agreement in order to obtain services of a consultant for the Professional Services as described in the Request for Statements of Qualification – Downtown Beautification and Revitalization; and
- B. Provider has available and offers to provide the personnel necessary to provide said services within the required time in accordance with its Statement of Qualifications and the Scope of Services included in this Agreement; and
- C. The following exhibits are incorporated by reference and are expressly made a part of this Agreement:

Scope of Work	Exhibit A
Fee Schedule	Exhibit B

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, the City and Provider agree as follows:

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to perform the following services:

1.1 Provider shall furnish all labor, materials and/or equipment necessary to perform the work provided for in the Contract Documents as defined herein. The following documents are hereby incorporated by reference into this Agreement, and shall be referred to as the Contract Documents:

- a. Request for Qualifications
- b. Scope of Work (Exhibit A)
- c. Provider's Statement of Qualifications
- d. Fee Schedule (Exhibit B)

The above-named documents are essential parts of this Agreement, 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. Provider 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 Contract Document conflicts with or contradicts this instrument, this instrument shall control. The services include any and all services reasonably contemplated, normally included, and necessary to complete the Scope of Work in a professional manner with due diligence and in a timely manner.

1.2 Provider warrants that all materials, services or construction delivered under the Agreement shall conform to the specifications of the Agreement. The City's receipt or inspection of the materials, services, or construction specified shall not alter or affect the obligations of Provider or the rights of the City under the foregoing warranty.

1.3 All services, information, computer program elements, reports and other deliverables which may be created under the Agreement are the sole property of the City and shall not be used or released by Provider or any other person except with prior written permission of the City.

2. COMPENSATION OF PROVIDER

Provider agrees to provide all of the services for prices not to exceed the amounts set forth in the fee/price schedule, attached as Exhibit B. Provider shall complete services as requested and authorized by the City Manager, Public Works Director, or City Council. Provider shall bill the City monthly for the fee due the Provider based upon an hourly rate for work completed for each itemized task pursuant to this Agreement and during the billing period. City shall pay invoices for satisfactorily completed work within thirty (30) days of the date of receipt. Provider shall provide to the City any information necessary to determine the total amount(s) due.

The City makes no guarantee of a minimum or specific volume of work or total contracted amount arising from this Agreement, and assignment of services to be rendered by Provider shall be at City's discretion.

3. RIGHTS AND OBLIGATIONS OF PROVIDER

3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement.

3.2 Provider's Control of Work. All services to be provided by Provider shall be performed as determined by the City in accordance with the Scope of Services set forth in Exhibit B. Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for, and in full control of, the work of all such personnel.

3.3 Reports to the City. Although Provider is responsible for control and supervision of work performed under this Agreement, the services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the City and the right of the City, as set forth in the Scope of Services, and the right of the City to audit Provider's records.

3.4 Compliance with All Laws. Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.

3.5 Completeness and Accuracy of Provider's Work. The Provider shall be responsible for the completeness and accuracy of its work, plans, supporting data, and specifications prepared or compiled under its obligation for this project and shall correct, at its expense, all errors or omissions therein.

3.5.1 All documents prepared by the design professional shall bear the stamp or seal of the design professional. All services rendered by Provider, including preparation of technical and related documents, shall be completed in accordance with the prevailing Arizona law and services performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

3.5.2 Correction of errors or omissions disclosed and determined to exist by the City during the construction of a project shall be accomplished by the Provider. The costs that become necessary to correct those errors attributable to the Provider and any expense incurred by the City as a result of additional construction costs caused by such errors shall be chargeable to the Provider. The fact that the City has accepted or approved the Provider's work shall in no way relieve the Provider of any of his responsibilities or professional liability. Should the Provider be contracted to perform construction inspection of the project, it shall be responsible for errors and omissions in construction inspection disclosed and determined to exist by the City during and subsequent to the construction of the project. Provider's duty in the construction inspection phase is to assure City that a project is constructed in conformity with detailed plans and specifications and the cost of design necessary to correct errors and omissions in inspection attributable to the Provider and any expense incurred by City as a result of additional construction costs caused by such errors shall be chargeable to the Provider. Acceptance or approval by City of Provider's work shall not relieve Provider of inspection responsibilities or professional liability.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and sent by certified or registered mail as follows:

To the City's Authorized Representative

To Provider:

City of Page
PO Box 1180

5. INDEMNIFICATION

To the fullest extent permitted by law, Provider shall indemnify, defend, save and hold harmless the City of Page 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 Provider 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 Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is agreed that Provider shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Provider shall waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by Provider for the City.

6. INSURANCE

Provider and subcontractors shall procure and maintain insurance against claims for injury to persons or damage to property, which may arise from or in connection with this Agreement by the Provider, Provider’s agents, representatives, employees or contractors until all of their obligations under this Agreement have been discharged, including any warranty periods. The insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City does not represent or warrant that the minimum limits set forth in this Agreement are sufficient to protect the Provider from liabilities that might arise out of this Agreement, and Provider is free to purchase such additional insurance as Provider may determine is necessary.

6.1. Minimum Scope and Limits of Insurance. Provider shall provide coverage at least as broad and with limits not less than those stated below.

6.1.1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacement thereof)

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$500,000
Medical Expense (any one person)	Optional

6.1.2. Automobile Liability - Any Automobile or Owned, Hired and Non-owned Vehicles
(Form CA 0001, ed. 12/93 or any replacement thereof)

Combined Single Limit Per Accident for Bodily Injury and Property Damage	\$1,000,000
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6.1.3. Workers’ Compensation and Employer’s Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000
6.1.4. Professional Liability (Per Claim)	\$1,000,000

6.2 Self-insured Retention/Deductibles. Any self-insured retentions and deductibles must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers.

6.3. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:

6.3.1 Commercial General Liability and Automobile Liability Coverages. The City of Page, its officers, officials, agents and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the Premises subject to this Agreement and activities performed by or on behalf of the Provider, including products and completed operations of the Provider; and automobiles owned, leased, hired or borrowed by the Provider.

6.3.2 The Provider's insurance shall contain broad form contractual liability coverage.

6.3.3 The City of Page, its officers, officials, agents and employees volunteers shall be named as additional insureds to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

6.3.4. The Provider's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Provider's insurance and shall not contribute to it.

6.3.5 The Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.3.6 Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

6.3.7 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Provider for the City.

6.4 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. When cancellation is for non-payment of premium, then at least ten (10) days' prior notice shall be given to the City.

6.5 Acceptability of Insurers. Provider shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a “Best’s” rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Provider from potential insurer insolvency.

6.6 Verification of Coverage. The Provider shall furnish the City with certificates of insurance (ACORD form) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance.

6.6.1 The City must receive and approve all certificates of insurance before the Provider commences work. Each insurance policy required by this Agreement shall be in effect at, or before, commencement of work under this Agreement and shall remain in effect until all Provider’s and its subcontractors’ obligations under this Agreement have been met. The Provider’s failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of this Agreement.

6.6.2 The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Agreement at any time. The City shall not be obligated, however, to review any insurance policies or to advise Provider of any deficiencies in such policies and endorsements. The City’s receipt of Provider’s policies or endorsements shall not relieve Provider from, or be deemed a waiver of, the City’s right to insist on strict fulfillment of Provider’s obligations under this Agreement.

6.7 Subcontractors. Provider’s certificate(s) shall include all subcontractors as additional insureds under its policies, or Provider shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

6.8 Approval. Any modification or variation from the insurance requirements in this Agreement must have the prior approval of the City’s Attorney’s Office, whose decision shall be final. Such action will not require a formal Agreement amendment but may be made by administrative action.

7. DEFAULT AND TERMINATION

7.1 Events of Default Defined. The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the City;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider’s reasonable control;

- 7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Provider's reasonable control;
- 7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;
- 7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;
- 7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;
- 7.1.2.6 Unsatisfactory performance as determined by the City;
- 7.1.2.7 Failure to provide the City, upon request, with adequate assurance of future performance;
- 7.1.2.8 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and
- 7.1.2.9 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies.

7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default. If such Event of Default is not cured within seven (7) days of receipt of the notification, the City may invoke any or all of the following remedies:

- 7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;
- 7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;
- 7.2.1.3 The right to monetary damages;
- 7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;
- 7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and
- 7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes; and
- 7.2.1.7 The right for the city to retain all plans, maps, documents and/or other information related to the subject project created prior to the date of default.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties

acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.2.3 In the Event of Default by the Provider, the City shall not be liable to Provider for any amount, and Provider may be liable to the City for any and all damages sustained by reason of the default which gave rise to the termination.

7.3 Right to Offset. Any costs, including but not limited to attorney's fees, costs of remediation, and costs of delay, incurred by the City due to default of Provider, or due to the City's exercise any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before the default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

7.4 Termination for Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Provider of written notice by the City. Upon termination for convenience, Provider shall be paid for all undisputed services performed to the termination date.

8. GENERAL PROVISIONS

8.1 Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. Provider hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

8.3 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court, including an appellate court, may adjudge reasonable as attorney fees.

8.4 Severability. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

8.5 Successors and Assigns. No right or interest in the Agreement shall be assigned by Provider without prior written permission of the City, and no delegation of any duty of Provider shall be made without prior written permission of the City. This Agreement shall extend to and be binding upon the Provider, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Provider shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Provider shall sell its assets.

8.6 Subcontracts. No subcontract shall be entered into by Provider with any other party to furnish any service specified in this Agreement without the advance written approval of the City. All subcontracts shall comply with Federal, State and local laws and regulations that are

applicable to the services covered by the subcontract and shall include all the terms and conditions set forth in the Agreement which shall apply with equal force to the subcontract, as if the subcontractor were the Provider. Provider is responsible for contract performance whether or not subcontractors are used. The City shall not unreasonably withhold approval and shall notify Provider of the City's position within fifteen (15) days of receipt of written notice by Provider. Provider shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

8.7 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

8.8 Authority to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Agreement.

8.9 Integration. This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.10 Non-Appropriation. If the City Council does not appropriate funds to continue this Agreement and pay for charges under this Agreement, the City may terminate this Agreement at the end of the current fiscal period, or at the time that funds are no longer available to meet the City's payment obligations. The City agrees to give written notice of termination to the Provider at least thirty (30) days prior to any termination for a lack of funds and will pay to the Provider all approved charges incurred prior to Provider's receipt of such notice, subject to the availability of funds appropriated and budgeted by the City to fund payments under this Agreement.

8.11 Non-Discrimination. Provider shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75-5 as modified by State Executive Order 99-4 or A.R.S. 41-1461 et. seq. The Provider shall be required to comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

8.12 A.R.S. § 41-4401: Provider 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 Agreement that is subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of Provider or any subcontractor employee who works on the Agreement to ensure compliance with this provision.

8.13 Waivers. The failure of either party to insist at any time on the full and complete performance of the terms or conditions of this Agreement 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 the

sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

8.14 Third-Party Beneficiaries. This Agreement is entered into for the sole benefit of the City and Provider and no other parties are intended to be direct or incidental beneficiaries of this Agreement. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Provider or City to any party other than the City and Provider.

8.15 Inspection. All material, services or construction are subject to final inspection and acceptance by the City. The City may, at reasonable times and at its expense, inspect the plant or place of business of Provider or its subcontractor(s) which is related to the performance of this Agreement. This right of inspection and supervision shall include, but not be limited to the right of the City to audit Provider's records.

8.16 Force Majeure. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure.

8.16.1 The term "force majeure" means an occurrence that is unforeseeable and beyond the control of the party affected, which occurs without its fault or negligence, and which it is unable to prevent by exercising reasonable diligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, or unreasonable failures or refusal to act by government authority, and other similar occurrences. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in writing, of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement.

8.16.2 Force majeure shall not include the following occurrences:

8.16.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or by an oversold condition of the market.

8.16.2.2 Late performance by a Subcontractor unless the delay arises directly out of a force majeure occurrence in accordance with this force majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

8.16.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing as soon as is practical, of the commencement of such delay and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified-return receipt and shall make a specific reference to this section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Agreement.

8.17 Cooperative Use of Contract: The Agreement may be extended to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this Agreement who wish to cooperatively use the contract are subject to the approval of Provider.

8.18 Ownership of Documents: All original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by Provider under this Agreement are instruments of service for this Agreement only and shall remain the property of the City whether the project is completed or not and shall be delivered to the City upon completion or termination of the services.

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

8.20 Pursuant to A.R.S. §35-394, incorporated herein by reference, Provider certifies that it does not currently, and agrees for the duration of the Agreement 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.

9. DURATION

This Agreement shall become effective on and from the date it is executed by the parties, and shall continue for a period of three (3) consecutive years, unless sooner terminated as provided in this Agreement. The Agreement may be renewed in writing for a supplemental period of up to two (2) additional one (1) year terms. The City Council authorizes the City Manager to administratively renew this Agreement for the additional terms specified in this paragraph. The Provider shall notify the City at least ninety (90) days prior to expiration of the Agreement if Provider wishes to renew the Agreement for the authorized additional one (1) year terms. The City Council may elect to renew the Agreement at the end of the two (2) additional one (1) year terms.

Dated this _____ day of _____, 2025.

City of Page

Provider

Mayor

Name

Attest:

Title

City Clerk

Approved as to form:

City Attorney

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
FEE SCHEDULE