



CONTRACT DOCUMENTS
FOR
SUBSTANCE ABUSE RESIDENTIAL FACILITY

City of Page
Department of Public Works

PO Box 1180
697 Vista Ave
Page, Arizona 86040

May 13, 2022

Table of Contents

- 1 BID DOCUMENTS**
 - 1-1 NOTICE OF INVITATION FOR BID.....4
 - 1-2 INSTRUCTIONS TO BIDDERS.....5
 - 1-3 BID FORM9
 - 1-4 CONTRACTOR’S REFERENCE PAGE.....10
 - 1-5 LIST OF SUBCONTRACTOR & MATERIAL VENDORS.....12
 - 1-6 STATEMENT OF BIDDER QUALIFICATION.....14
 - 1-7 ARIZONA STATUTORY BID BOND.....16

- 2 CONTRACT AGREEMENT DOCUMENTS**
 - 2-1 NOTICE OF AWARD.....18
 - 2-2 CONTRACT.....19
 - 2-3 ARIZONA STATUTORY PAYMENT BOND.....28
 - 2-4 ARIZONA STATUTORY PERFORMACE BOND.....29
 - 2-5 NOTICE TO PROCEED.....31

- 3 GENERAL CONDITIONS**
 - 3-1 GENERAL CONDITIONS.....33

- 4 CONSTRUCTION PLANS SHEET LIST.....40**

- 5 ADDENDUM TO PLANS AND SPECIFICATIONS**
(To be included if needed during the bid process)

1 BID DOCUMENTS

1-1 NOTICE OF INVITATION FOR BID.....4
1-2 INSTRUCTIONS TO BIDDERS.....5
1-3 BID FORM9
1-4 CONTRACTOR'S REFERENCE PAGE10
1-5 LIST OF SUBCONTRACTOR & MATERIAL VENDORS.....12
1-6 STATEMENT OF BIDDER QUALIFICATION.....14
1-7 ARIZONA STATUTORY BID BOND.....16

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 construction of a federally funded **Substance Abuse and Residential Facility**, until **4:30 PM June 9, 2022**. 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 contractors for construction of a new 6,000 square foot residential and treatment facility at Osprey and Coppermine Road in the City of Page, Arizona.

A **MANDATORY** pre-bid meeting will be held at 10:00 a.m. on May 25, 2022, at Page City Hall, 697 Vista Avenue, Page, AZ 86040.

Questions and requests for additional specifications and/or bid documents shall be directed to: Isabel Rollins, NACOG, 1577 Plaza West Drive, #A-2, Prescott, AZ 86303; 928-778-2692 or isabel.rollins@nacog.org. RFB packages may also be accessed on the City of Page website at www.cityofpage.org starting Friday, May 13. Persons with disabilities may contact Isabel Rollins at one of the options above regarding availability of information in alternative formats.

All bids must be accompanied by a bond or a cashier's check of the company, drawn on a national bank, in an amount equal to five percent (5%) of the Bid amount, as a guarantee on the part of the Bidder that it will, if called upon to do so, accept and enter into a contract based on the obligations and conditions set forth in the Bid Documents.

The successful Bidder, prior to entering into the contract, shall file with the City a Payment Bond in the amount equal to one hundred percent (100%) of the Contract Price, a Performance Bond in an amount equal to one hundred percent (100%) of the Contract price, and a certificate of Insurance. Bids may not be withdrawn for a period of sixty (60) days after the bid opening.

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 *May 11th and May 18th, 2022*.

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. MANDATORY PRE-BID MEETING. Pre-Bid meeting on May 25th, 2022, at 10:00 am at City Hall, 679 Vista Avenue, Page Arizona 86040

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 three (3) current and three (3) former clients. References should have similar scope and requirements to those outlined in these Bid Documents. Unacceptable references, as determined by the CITY of Page, may be sufficient reason to deny award of this project to Bidder.

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 of the subcontractors and major suppliers it intends to use in the performance of the Work. CITY reserves the right to reject any Bid based on submission of an incomplete list of subcontractors and major material suppliers as non-responsive. CITY reserves the right to reject, prior to award of the CONTRACT, the Bidder's request for substitution of subcontractors or major material suppliers provided, however, substitute subcontractors may be considered as long as they comply with the requirements of 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. Each bid must be accompanied by a bond or a cashier's check of the Company, drawn on a national bank, in an amount equal to five percent (5%) of the Bid, as a guarantee on the part of the CONTRACTOR that it will, if called upon to do so, accept and enter into a contract based on the obligations and conditions set forth herein to perform the work covered by such Bid and at the cost stated therein. Checks and bonds will be returned promptly after the CITY and the selected contractor have executed the CONTRACT, or, if no contractor's bid has been selected within thirty (30) days after the date of the opening of the Bids, upon demand of the contractor at any time thereafter, so long as he has not been notified of the acceptance of his proposal. Failure to execute the CONTRACT within ten (10) business days will, at the option of the CITY, constitute a breach and the CITY will be entitled to forfeiture of the required bond accompanying the Bid, not as a penalty, but as liquidated damages.

Pursuant to A.R.S. § 34-222, the CONTRACTOR shall post a 100% Performance Bond and 100% Labor and Material Payment Bond with the CITY before the CONTRACT is executed and Notice to Proceed issued.

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 bond forms and insurance certificates. Failure or neglect to do so shall constitute a breach of the agreement effected by the Notice of Award. The rights and obligations provided for in the CONTRACT shall become effective and binding upon the parties only with its formal execution by the CITY.

The damages to CITY for such breach shall include loss from interference with its construction program and other items whose accurate amount shall be difficult or impossible to compute. The amount of the Bid Bond, if any, accompanying the Bid of such Bidder shall be retained by CITY as liquidated damages for such breach.

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: Isabel Rollins, NACOG, 1577 Plaza West Drive, Suite A2, Prescott, AZ 86303, or isabel.rollins@nacog.org, 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, ADOH, 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 SUBSTANCE ABUSE RESIDENTIAL FACILITY FY22

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

Bidder's Company Name: _____

The undersigned bidder has carefully examined the Bid Documents and the site of the work for the Substance Abuse Residential Facility for the City of Page, and shall provide all necessary machinery, tools, apparatus, and other means of construction and do all the Work and furnish all materials called for in the Bid Documents.

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

(in words) _____

_____ Dollars (\$_____.)

Accompanying this Bid is a Bid Bond for Five Percent (5%) of the lump sum bid payable to CITY, which is to be forfeited as liquidated damages, if, in the event that this bid is accepted, the undersigned fails to execute the CONTRACT and furnish satisfactory performance and payment bonds under the conditions and within the time specified in the Bid Documents; otherwise said Bid Bond is to be returned to the undersigned.

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

Telephone Number _____
Fax Number _____

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

Arizona General Contractor's License No. _____
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 some or all of the references provided in order to determine Bidder's Responsibility and performance record on work of similar scope. CITY reserves the right to contact references other than those provided in the response and to utilize the information gained from them in the evaluation process.

Previous work for CITY may be used as references. Complete each item for all 6 references (3 Current and 3 Former):

Current 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	

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

Former 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	

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

1-5 LIST OF SUBCONTRACTORS AND MATERIAL VENDORS

PROJECT **SUBSTANCE ABUSE RESIDENTIAL FACILITY FY22**

CITY CITY OF PAGE
 697 VISTA AVENUE
 PAGE, ARIZONA 86040

To Submit with Bid. In compliance with the Instructions to Bidders, the undersigned submits the following names of subcontractors and material vendors to be used in performing the work for this project. Where subcontractor or material vendor does not apply, write "N/A."

Subcontractor's or Material Vendor's Trade	Subcontractor's Name	Vendor's Name
Demolition	_____	_____
Earthwork	_____	_____
Soil Treatment	_____	_____
Paving and Surfacing	_____	_____
Site Improvements	_____	_____
Concrete Reinforcing	_____	_____
Cast-in-Place Concrete	_____	_____
Masonry	_____	_____
Structural Steel	_____	_____
Steel Joists	_____	_____
Steel Decking	_____	_____
Light Gage Metal Framing	_____	_____
Metal Fabrication	_____	_____
Rough Carpentry	_____	_____
Architectural Woodwork	_____	_____
Damp Proofing	_____	_____
Insulation	_____	_____
Roofing	_____	_____
Flashing and Sheet Metal	_____	_____
Sealants	_____	_____
Sheet Metal Roofing	_____	_____
Metal Doors and Frames	_____	_____

1-6 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? _____

1-7 ARIZONA STATUTORY BID BOND

PROJECT SUBSTANCE ABUSE RESIDENTIAL FACILITY FY22

CITY CITY OF PAGE
697 VISTA AVENUE
PAGE, ARIZONA 86040

PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES, (Penalty of this bond must not be less than 5% of bid amount), KNOW ALL MEN BY THESE PRESENTS THAT:

_____ (hereinafter "Principal"), as Principal, and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____, with its principal offices in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the City of Page, Arizona (hereinafter "Obligee"), in the sum of Five Percent (5%) of the amount of the bid of Principal, submitted by Principal to Obligee for the work described below, for payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the work titled above.

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

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

By _____ (Principal)

By _____ (Surety)

2 CONTRACT AGREEMENT DOCUMENTS

2-1	NOTICE OF AWARD.....	18
2-2	CONTRACT	19
2-3	ARIZONA STATUTORY PAYMENT BOND.....	27
2-4	ARIZONA STATUTORY PERFORMANCE BOND	28
2-5	NOTICE TO PROCEED	30

2-1 NOTICE OF AWARD

PROJECT **SUBSTANCE ABUSE RESIDENTIAL FACILITY FY22**

CITY CITY OF PAGE
697 VISTA AVENUE
PAGE, ARIZONA 86040

CONTRACTOR _____

DATE _____, 2022

The City of Page, having duly considered the bid submitted on June 9, 2022 for the City of Page **SUBSTANCE ABUSE RESIDENTIAL FACILITY FY22** 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 and furnish the required Payment and Performance Bonds within ten (10) consecutive calendar days from and including the date of receipt of this Notice.

In addition, you are requested to furnish at the same time, the required LS-3 Forms, Section 3 Forms, and certificates of insurance evidencing compliance with the requirements for insurance stated in the Contract Documents.

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

Kyle Christiansen
Director of Public Works

RECEIVED AND ACCEPTED BY CONTRACTOR:

By _____

Name _____

Date _____

2-2 CONTRACT

PROJECT **SUBSTANCE ABUSE RESIDENTIAL FACILITY FY22**

CITY CITY OF PAGE
697 VISTA AVENUE
PAGE, ARIZONA 86040

CONTRACTOR _____

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.

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. Bid Documents to include the (1) Notice of Invitation for Bid; (2) Instructions to Bidders; (3) Bid Form; (4) Bid Schedules; (5) Contractor's Reference Page; (6) List of Subcontractors and Material Vendors; (7) Statement of Bidder Qualification; (8) Arizona Statutory Bid Bond, and (9) All Davis Bacon Labor Standards documents including the wage rate decision, LS-2, LS-3s, payroll forms, and Section 3 documentation.

B. Contract Agreement Documents to include the (1) Notice of Award; (2) Contract; (3) Arizona Statutory Payment Bond; (4) Arizona Statutory Performance Bond; and (5) Notice to Proceed.

C. General Conditions

D. Technical Specifications

E. Addenda to the Plans and Specifications, if any

F. Project Construction Plans

G. Uniform Standard Specifications for Public Works Construction, latest edition as administered by the Maricopa Association of Governments.

H. Addendum I - Contractor Contract Additional Provisions

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 or contradicts this instrument, this instrument shall control.

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

The CONTRACTOR shall achieve substantial completion of the entire project not later than April 28, 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 competently 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 \$250.00 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.

Permitting CONTRACTOR to continue and finish the Work or any part of it after the time fixed for its completion or after the date to which the time fixed for any completion may have been extended, does not operate as a waiver by CITY of any rights under the Contract Documents, law or equity.

3. SUBSTANTIAL COMPLETION. When CONTRACTOR considers that the Work, phase or a portion thereof, which CITY agrees to accept separately, is substantially complete, CONTRACTOR shall prepare and submit to the CITY a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment. Failure to include an item on such Punch List does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents.

Upon receipt of CONTRACTOR's Punch List, CITY will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection by the CITY discloses any item, whether or not included on CONTRACTOR's Punch List, which is not sufficiently completed in accordance with the Contract Documents so that CITY can occupy or utilize the Work, phase or designated portion thereof for its intended use, CONTRACTOR shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon

notification by CITY. In such case, CONTRACTOR shall then submit a request for another inspection by CITY to determine Substantial Completion.

The CITY shall not issue a Certificate of Substantial Completion unless and until the Work (or separable units or phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents, such that the Project is ready for use by CITY for its intended purpose, opening to the general public, full occupancy or use by CITY (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and/or all areas serving the general public, as applicable, shall be ready for full-operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air condition, vertical transportation and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and/or other work as applicable, has been performed to a similar state of essential and satisfactory completion. A minor amount of Work, as determined by and at the discretion of the CITY, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed as a result of weather conditions, will not delay determination of Substantial Completion. If prior written approval is obtained from CITY for purposes of Substantial Completion, specified areas of the entire Work or Project may be individually certified as Substantially Complete. In no event shall Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy has been issued by the appropriate Governmental Authorities (as applicable) and (ii) all terms and Work required under this CONTRACT have been fulfilled by CONTRACTOR and same shall have also been approved an accepted by CITY, subject only to the Punch List items.

4. FINAL ACCEPTANCE. Unless otherwise expressly agreed to in writing by CITY, Final Acceptance must be obtained by no later than 30 calendar days after the date of Substantial Completion. Failure to timely obtain Final Acceptance will be a material breach of the CONTRACT.

Upon receipt of written notice that the Work is ready for final inspection and acceptance, CITY and CONTRACTOR will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial acceptance. Final Acceptance shall not occur until all items of Work, including Punch List Items, have been completed to CITY's satisfaction as reflected in the written Final Acceptance.

5. 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 progress payments in accordance with A.R.S. § 34-221. CITY shall then make payments in accordance with its obligation as provided by A.R.S. § 34-221(C). Any payments made shall not prevent the Owner from subsequently objecting to charges after payment therefore in appropriate cases, or from seeking reimbursement for any such charges. Retention will be in accordance with A.R.S. § 34-221(C).

Subject to all of CITY's rights to withhold or offset payment, and other rights under the CONTRACT, Final Payment including remaining retainage shall be paid only after:

- a. the Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by CITY;
- b. necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings have been delivered to CITY;
- c. full and unconditional lien waivers and releases by CONTRACTOR and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to CONTRACTOR; and
- d. CONTRACTOR delivers to CITY a Contractor Payment Request Form requesting Final Payment.

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. CONTRACTOR shall make all payments, in the time required, of all labor and materials furnished to CONTRACTOR in the course of the Work and shall promptly furnish evidence of such payments as CITY may require. CONTRACTOR shall pay when due all claims arising out of performance of the Work covered by this CONTRACT for which a lien may be filed either against the real estate or leasehold interest of CITY, or against payments due from CITY to CONTRACTOR, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, CONTRACTOR agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of CITY, against payment due from CITY to CONTRACTOR, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this CONTRACT, and CONTRACTOR agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) calendar days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, CONTRACTOR agrees to defend, indemnify, and hold harmless CITY from and against any and all such liens and claims. This paragraph does not apply to claims and liens of CONTRACTOR due to non-payment for Work performed.

6. 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.

7. CONTRACTOR/SUBCONTRACTOR PERFORMANCE. CONTRACTOR shall perform the work in accordance with the terms of this CONTRACT and to the best of CONTRACTOR'S ability. CONTRACTOR agrees to exercise the skill and care, which would be exercised by comparable professional Contractors performing similar services at the time and in the locality such services are performed. Furthermore, CONTRACTOR shall perform the work or services in accordance with generally accepted methods and standards.

CONTRACTOR shall employ suitably trained and skilled personnel to perform all work or services under this CONTRACT. If failure to meet acceptable standards results in faulty work,

CONTRACTOR shall undertake, at CONTRACTOR's own expense, corrective adjustments, modifications, or repair.

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

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

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

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

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

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

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

Comprehensive Commercial General Liability:

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

Automobile Liability:

Limits: Bodily Injury- \$250,000 each person
\$500,000 each occurrence

Property Damage- \$100,000 each occurrence

Workers' Compensation:

The CONTRACTOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

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

9. INDEMNIFICATION. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and each council member, officer, employee or agent thereof (the CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the CONTRACTOR, its officers, employees, agents, or any tier of subcontractor in connection with CONTRACTOR's work or services in the performance of this CONTRACT.

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.

10. 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.

11. 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.

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

13. 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.

14. 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.

15. TERMINATION FOR CONVENIENCE. CITY may terminate this CONTRACT at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If this CONTRACT is terminated by CITY as provided herein, CONTRACTOR shall be paid an amount based on the time and expense incurred by CONTRACTOR prior to the termination date, however, no payment shall be allowed for anticipated profit on unperformed work or services.

16. 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.

17. 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.

18. 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.

No failure of the CITY during the progress of the work to discover or reject materials or work not in accordance with this CONTRACT shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the CONTRACT.

19. CHOICE OF LAW/VENUE. The CONTRACT and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any court action to enforce any provision of the CONTRACT or to obtain any remedy with respect hereto shall be brought in the Superior Court, Coconino County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

20. ENTIRE AGREEMENT. This CONTRACT constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This CONTRACT may be modified, amended, altered or extended only by a written amendment signed by the parties. Additionally, nothing in the CONTRACT shall be deemed to guarantee CONTRACTOR a minimum amount of rentals, services, or business to the CITY.

21. 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.

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

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

City of Page

Contractor:

697 Vista Avenue
P.O. Box 1180
Page, Arizona 86040

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

25. 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.

26. 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.

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

City of Page

Contractor:

An Arizona municipal corporation

By: _____

By: _____

Date _____

Date: _____

Attested By:

Kim Larson, City Clerk

Approved as to Form:

City Attorney

2-3 ARIZONA STATUTORY PAYMENT BOND

PROJECT **SUBSTANCE ABUSE RESIDENTIAL FACILITY FY22**

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

PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES, (Penalty of this bond must be 100% of this CONTRACT amount), KNOW ALL MEN BY THESE PRESENTS THAT:

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

WHEREAS, the Principal has entered into a certain written CONTRACT with Obligee, dated the ____ day of _____, 2022, for the work titled above, which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

By _____ (Principal)

By _____ (Surety)

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

By _____ (Principal)

By _____ (Surety)

2-5 NOTICE TO PROCEED

PROJECT SUBSTANCE ABUSE RESIDENTIAL FACILITY FY22

CITY CITY OF PAGE
697 VISTA AVENUE
PAGE, ARIZONA 86040

CONTRACTOR _____

DATE _____

You are hereby authorized to proceed with work effective _____, 2022 and substantially complete all Work by or before April 28, 2023. Liquidated damages of \$250.00 per day are applicable for each day past April 28, 2023, for which work on this Project is not complete, unless otherwise provided.

Kyle Christiansen
Director of public works

RECEIVED AND ACCEPTED BY CONTRACTOR:

By _____
Name _____
Date _____

3 GENERAL CONDITIONS

3-1 GENERAL CONDITIONS.....32

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

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

Bid Documents: Consists of all the documents so identified in the CONTRACT and in the bid package.

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

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

Construction Documents: The plans, specifications, and drawings prepared, issued and approved by CITY for construction. All amendments and modifications to the Construction Documents must be approved in writing by CITY prior to incorporation into the CONTRACT.

Contract: The written agreement covering the performance of the Work and the furnishing of labor, equipment, and materials in the construction for the Work.

Contract Documents: Includes the Notice of Invitation for Bid, Definitions, Scope of Work and/or Plans, Drawings, and Technical Specifications, Instructions to Bidders, General Conditions, Special Conditions (if any), Arizona Statutory Bid Bond, Arizona Statutory Performance Bond, Arizona Statutory Payment Bond, Contract, Contractor's Reference List, List of Subcontractors & Material Vendors, Statement of Bidder Qualifications, Bid Form, Notice of Award, and Notice to Proceed, and All Davis Bacon Labor Standards documents including the wage rate decision, LS-2, LS-3s, payroll forms, and Section 3 documentation.

Contractor: The successful Bidder selected by the Council that enters into the CONTRACT to perform the Work.

Drawings (Plans): Documents, which visually represent the scope, extent and/or character of the Work to be furnished and performed by CONTRACTOR during the construction phase. These documents include Drawings that have reached a sufficient state of completion and released by a design professional solely for the purposes of review and/or use in performing constructability or bid-ability reviews by CONTRACTOR and in preparing cost estimates (e.g. Master Planning and Programming, Schematic Design, Design Development, and Construction Drawings), but "not for construction." Shop Drawings are not Drawings as so

defined.

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

Final Acceptance: The CITY's acceptance of the facility or project from the CONTRACTOR after all Work is completed, tested, and inspected in accordance with the contract requirements. Final Acceptance results in a Letter of Acceptance (LOA).

Notice of Award: The official written notice from CITY to the Bidder selected by CITY to perform THE WORK.

Notice to Proceed: The official written notice from CITY to CONTRACTOR to begin performance of the Work.

Project: The Project specified in the Bid Documents.

Punch List: The list initially prepared by CONTRACTOR pursuant to the Contract Documents, reviewed and supplemented by the CITY (and at the sole option of the CITY, the design professional) and approved by CITY containing items of incomplete work not impacting Substantial Completion, if allowed for under the CONTRACT, and to be completed or corrected by CONTRACTOR after Substantial Completion and before Final Acceptance in accordance with the Contract Documents.

Responsible Bidder: A Bidder determined by CITY:

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

Responsive Bidder: A Bidder determined by CITY to have submitted a bid that conforms in all material respects to the requirements of the Bid Documents.

Shop Drawings: All drawings, diagrams, schedules and other data specifically prepared for the Work by CONTRACTOR or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

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

Substantial Completion: The date when the CITY determines that the Work (or separable units of Phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents such that the Project is ready for use by the CITY for its intended purpose, opening to the general public, full occupancy or use by CITY (including, without limitation, all separate units, or rooms, facilities, access, income generating areas, and/or all areas serving the general public, as applicable, shall be ready for full operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories, and similar elements are installed in the proper manner and in operating condition, inspected, and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air conditioning, vertical transportation, and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and/or other work as applicable, has been performed to a similar state of essential and satisfactory completion.

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

The Work: All of the work or services, including the labor and materials, specified in the Contract Documents.

2. 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.

3. 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.

4. 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 of Page work on behalf of the CONTRACTOR.

5. PROVISIONS REQUIRED BY LAW. All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over construction for the project shall apply to the CONTRACT throughout, and they shall be deemed to be included in the CONTRACT the same as if each were fully set forth verbatim herein. Contractor shall be familiar with and at all times shall observe said laws, rules and regulations.

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

No claim for any changed or Extra Work of any kind shall be allowed unless the work is ordered and approved in writing by the CITY in the form of a Change Order. No anticipated profits shall be allowed for work deleted.

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

If CONTRACTOR, in the course of the Work, finds any discrepancy between the Construction Documents and the physical conditions of the locality, or any errors or omissions in the Construction Documents or in the layout as given by points and instructions, it shall be CONTRACTOR's duty to immediately inform CITY, in writing, and CITY shall promptly verify the same. Any work done after such discovery, until authorized in writing, shall be done at CONTRACTOR's risk. If CONTRACTOR, with the exercise of reasonable care, should have recognized such error, inconsistency, omission or difference and fails to report it to CITY, and if CONTRACTOR proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, it does so at its own risk and shall be liable to CITY for damages resulting from proceeding without clarification.

7. PROTECTION OF WORK/PROPERTY. The CONTRACTOR, at no additional expense to CITY, shall at all times safely guard and protect Contractor's own work; provide, erect, and

maintain suitable barriers around all excavations or obstructions to prevent accidents; and provide, place and maintain during the night sufficient lights, signals, and signs for this purpose on or near the work. The CONTRACTOR shall at all times, until its completion and final acceptance, protect his work apparatus, equipment, and material from accidental or other damage; and make good any damages thus occurring at no additional cost to CITY.

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

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

Until written final acceptance of the work by CITY, CONTRACTOR shall be responsible for and take every precaution against injury or damage to any part of the Work from any cause, whether arising from the execution or non-execution of the Work. CONTRACTOR shall rebuild, repair, restore, and make good all injuries or damages of any portion of the Work occasioned by any cause, with the exception of negligence or willful misconduct of the CITY, before final acceptance and shall bear the expense thereof.

8. SUBCONTRACTS. CONTRACTOR agrees that it is as fully responsible to CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

9. CLEAN UP. CONTRACTOR shall, as directed by CITY, remove from CITY's property and from all public and private property, at its own expense, all temporary structures, rubbish, and waste materials resulting from its operation. All surplus materials and all materials and equipment removed and not reused as a condition of this CONTRACT shall remain or become the property of the CONTRACTOR, unless otherwise so stated in writing.

10. CITY'S RIGHT TO DO WORK. If CONTRACTOR should neglect to prosecute THE WORK properly or fail to perform any provision of this CONTRACT, CITY, after notice to CONTRACTOR, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due CONTRACTOR.

11. SAFETY. Contractor is responsible for safety of the job site for employees of Contractor as well as for members of the general public and others who may drive or walk through or be at the site. Contractor and Subcontractors shall comply with all legal and regulatory requirements relating to safety

12. SCHEDULES. CONTRACTOR shall submit at such times as may be requested by CITY, schedules which shall show the order in which CONTRACTOR proposes to carry on the Work with dates at which CONTRACTOR shall start the several parts of the Work and estimated dates of completion of the several parts.

13. PROJECT DOCUMENTS. During the construction period, CONTRACTOR shall maintain

at the jobsite a full-size set of prints of the Construction Document Drawings and Shop Drawings ("Project Record Documents"). CONTRACTOR shall mark these drawings to indicate the actual installation where the installation varies from the original Construction Documents. CONTRACTOR shall give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- a. Dimensional changes to the Drawings.
- b. Revisions to details shown on Drawings.
- c. Locations and depths of underground utilities.
- d. Revisions to routing of piping and conduits.
- e. Actual equipment locations.
- f. Changes made by Change Order or Addendum.
- g. Details not on original Contract Drawings.

CONTRACTOR shall submit Project Record Drawing sets and Shop Drawings to CITY or its representative for review and comment. Upon receipt of the reviewed Project Record Drawings from CITY, CONTRACTOR shall correct any deficiencies and/or omissions to the drawings and submit the final original of the Project Record Drawings to CITY prior to Final Payment.

14. WARRANTY. CONTRACTOR warrants to CITY that the construction of the Work shall be of good and workmanlike quality and completed in strict conformance with all applicable laws, rules and regulations and the plans and specifications and all other terms and conditions of the Contract Documents, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

In addition, unless otherwise specified in the Contract Documents, CONTRACTOR and Subcontractors shall provide to City all of the following written warranties that apply to the Work, in a form acceptable to CITY.

- a. General Warranty – One (1) year
- b. Mechanical Contractor – Two (2) years
- c. Plumbing Contractor – Two (2) years
- d. Electrical Contractor – Two (2) years
- e. Roofing Contractor – Two (2) years
- f. Roofing Manufacturer – Ten (10) years
- g. Caulking – One (1) year
- h. Steel Joists, Certificate of Manufacture
- i. Exterior Metal Wall System – Five (5) years
- j. Painting – One (1) year
- k. Termite – Five (5) years
- l. Sheet Metal – Zinc coating thickness on hot-dipped galvanized metals – One (1) year
- m. Acoustical Tile – Five (5) years
- n. Resilient Floor Covering – One (1) year

Nothing in the warranties contained in the Contract Documents are intended to limit any manufacturer's warranty which provides CITY with greater warranty rights than set forth in this section or the Contract Documents. CONTRACTOR will provide CITY with all manufacturers' warranties prior to Substantial Completion, if applicable, or Final Acceptance if Substantial Completion does not apply. CONTRACTOR shall remedy at CONTRACTOR's expense any failure to conform, or any defective work.

CONTRACTOR agrees that it shall be responsible to manage and administer the correction of any Work that is not in conformance with the Contract Documents during the warranty periods set forth above, or during any longer periods to the extent required by the Contract Documents. A progress payment, or partial or entire use or occupancy of the Project by CITY, shall not constitute acceptance of Work not in accordance with the Contract Documents.

When notified of a warranty issue, CONTRACTOR shall respond in writing within 48-hours and shall perform warranty work as soon as material for said repairs are available (as judged solely by CITY), and in any event CONTRACTOR shall, take immediate steps to commence and complete correction of nonconforming Work no later than the time period set forth in CITY's written notification in accordance with the Contract Documents. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If defects develop which are determined by CITY to be an emergency, CITY shall notify CONTRACTOR, via the most expeditious means regarding the nature and condition of the defects. In turn, CONTRACTOR shall immediately dispatch necessary forces to correct the defect or the emergency condition in accordance with Contract Documents.

The time periods referenced in this Warranty section apply only to CONTRACTOR's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies that CITY may have regarding CONTRACTOR's other obligations under the Contract Documents.

Without limiting the foregoing or anything in the CONTRACT to the contrary, CONTRACTOR shall obtain and provide to CITY all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. CITY and the user of the facility shall have the right to the full value and benefit of all such warranties. CONTRACTOR will ensure all such warranties are fully transferrable to facilitate the full value of this Warranty section.

CONTRACTOR's warranty excludes damages or defects caused by abuse, alterations to the Work not executed by or through CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

15. OWNERSHIP OF DOCUMENTS. All original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by CONTRACTOR under this CONTRACT shall vest in and become the property of CITY and shall be delivered to CITY upon completion or termination of the services, but CONTRACTOR may retain record copies thereof.

16. INSPECTION OF WORK. CITY representatives shall at all times have access to the Work wherever it is in preparation or progress. If the specifications, CITY's instructions, laws, ordinances, or any public authority, require any work be specifically tested or approved, CONTRACTOR shall give CITY timely notice of its readiness for inspection and if the inspection is by an authority other than CITY, of the date fixed for such inspection. Inspections by CITY shall be promptly made, and where practicable at the source of the supply. If any Work should be covered up without approval or consent of CITY, it must, if required by CITY, be uncovered for inspection at CONTRACTOR's expense.

Re-examination of questioned Work may be ordered by CITY, and if so ordered the Work must be uncovered by CONTRACTOR. If such Work is found to be in accordance with the Construction Documents, CITY shall pay the costs of re-examination and replacement. If such work is found not to be in accordance with the Construction Documents, CONTRACTOR shall pay such costs.

CONSTRUCTION PLANS

Sheet List		Sheet List	
Sheet Number	Sheet Name	Sheet Number	Sheet Name
1-GENERAL		5-MECHANICAL	
G-001	COVER SHEET	M-000	MECHANICAL TITLE SHEET
G-002	LIFE SAFETY PLAN	M-001	MECHANICAL GENERAL NOTES
G-003	ADA1	M-101	LEVEL 1 HVAC PLAN
G-004	ADA2	M-120	ROOF MECHANICAL PLAN
G-005	ADA3	M-501	MECHANICAL DETAILS
2-CIVIL		M-502	KITCHEN HOOD DETAIL
C1.0	COVER SHEET	M-503	KITCHEN HOOD DETAIL
C2.0	SITE PLAN	M-504	KITCHEN HOOD DETAIL
C3.0	EROSION CONTROL PLAN	M-505	KITCHEN HOOD DETAIL
C3.1	EROSION CONTROL NOTES AND DETAILS	M-506	KITCHEN HOOD DETAIL
C4.0	GRADING AND DRAINAGE PLAN	M-507	KITCHEN HOOD DETAIL
C4.1	GRADING AND SITE DETAILS	M-601	MECHANICAL SCHEDULES
C5.0	UTILITY PLAN	M-701	MECHANICAL SPECIFICATIONS
C5.1	UTILITY NOTES AND DETAILS	M-702	MECHANICAL SPECIFICATIONS
3-STRUCTURAL		6-PLUMBING	
S001	STRUCTURAL NOTES	P-000	PLUMBING TITLE SHEET
S101	FOUNDATION PLAN	P-101	LEVEL 1 PLUMBING PLAN
S103	ROOF FRAMING PLAN	P-190	ROOF PLUMBING PLAN
S501	STRUCTURAL DETAILS	P-401	PLUMBING ENLARGED PLAN
S601	STRUCTURAL SCHEDULES	P-501	PLUMBING DETAILS
S701	TYPICAL STRUCTURAL DETAILS	P-502	PLUMBING DETAILS
4-ARCHITECTURE		P-601	PLUMBING SCHEDULES
A-101	FLOOR, DIMENSION/WALL TYPES	P-701	PLUMBING SPECIFICATIONS
A-111	ROOF PLAN	P-702	PLUMBING SPECIFICATIONS
A-120	REFLECTED CEILING PLAN	7-ELECTRICAL	
A-201	EXTERIOR ELEVATIONS	E001	ELECTRICAL TITLE SHEET
A-202	EXTERIOR ELEVATIONS	ES102	SITE PHOTOMETRIC PLAN
A-212	INTERIOR ELEVATIONS	ES101	ELECTRICAL SITE PLAN
A-213	INTERIOR ELEVATIONS	E101	LEVEL 1 LIGHTING PLAN
A-301	BUILDING SECTIONS	E111	LEVEL 1 POWER PLAN
A-501	DETAILS	E112	ROOF POWER PLAN
A-502	DETAILS	E501	ELECTRICAL DIAGRAMS
A-503	DETAILS	E502	ELECTRICAL DIAGRAMS
A-504	DETAILS	E503	ELECTRICAL DIAGRAMS
A-601	SCHEDULES	E601	ONE LINE AND CALCS
F-101	FURNITURE PLAN	E602	ELECTRICAL SCHEDULES
		E603	ELECTRICAL SCHEDULES
		E701	ELECTRICAL SPECIFICATIONS