

ADDENDUM NO. 5

CITY OF PAGE
PAGE MUNICIPAL AIRPORT
RUNWAY 15-33 SAFETY AREA GRADING PROJECT, PHASE 1

In accordance with the Special Provisions to the General Provisions, SP 20-16, Addenda and Interpretation, the following revisions to the Plans and Specifications shall become a part of the Contract Documents and each bidder shall acknowledge receipt thereof on page PROPOSAL-18 of the Proposal Forms.

GENERAL

ITEM 1: Replace pages Contract Form-1 through 6 with **Attachment 'A'**.



ATTACHMENT 'A'

CONTRACT FORM (SAMPLE)

THIS AGREEMENT is dated as of the ____ day of _____ in the year 20__ by and between Coconino county, Arizona State, Page City having an address at 697 Vista Avenue Page, AZ 86040 (hereinafter called Owner) and _____
Having an address at _____ (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall perform, construct and complete all Work as specified and indicated in the Runway 15-33 Safety Area Grading Project, Phase 1 Contract. and to completely and totally construct the same and install the materials therein for the OWNER, in a good, workmanlike and substantial manner and to the satisfaction of OWNER through its Engineers and under the direction of the City Manager, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Engineers for OWNER, and with such modifications of the same and other documents that may be made by OWNER through the Engineer or his properly authorized agents, as provided herein.

ARTICLE 2 - CONTRACT DOCUMENTS

The Notice Inviting Bids, Instruction to Bidders, Contract Documents Booklet (General Information, General Provisions, FAA General Conditions, etc.), Plans, Referenced Standard Specifications and Details, Technical Provisions, Addenda, if any, Proposal, all Attachments to Proposal, and Change Orders, if any, submitted as accepted by the Mayor and Council are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE 3 - CONTRACT TIMES

- 2.1 **Contract Time.** The Work shall be substantially complete within the Contract Time as stated in General Provisions Section 80-08 "Failure to Complete on Time", and accepted in accordance with General Provisions Section 50-15 "Final Acceptance". In addition, intermediate stages or sequences of the Work shall be substantially completed and accepted as in accordance with General Provisions Section 80-08.
- 2.2 **Damages for Delay in Completion.** If the Work is uncompleted after the Contract Time, including all extensions and adjustments in accordance with General Provisions Section 80-07 "Determination and Extension of Contract Time", the sum stipulated in General Provisions Section 80-08 "Failure to Complete on Time" will be deducted from any money due or to become due the Contractor or their surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the Contract Time provided in this Contract.

ATTACHMENT 'A'

ARTICLE 4 - CONTRACT PRICE

- 3.1 The Owner will pay Contractor for completion of the Work in accordance with the Contract for the Total _____ in the amount of \$ _____, hereby identified as the Contract Price, as shown in the Contractor's Proposal, with discrepancies corrected in accordance with General Provisions Section 30-01 "Consideration of Proposals" if applicable.
- 3.2 When unit bid price items are included in the Contract Price, the quantities of various units contained in the Proposal are estimated and payment to the Contractor will be made only for the actual quantities of units that are incorporated in the Work or materials furnished in accordance with the plans and specifications, as determined by the Engineer in accordance with General Provisions Section 90, "Measurement and Payment".

ARTICLE 5 - PAYMENT PROCEDURES

- 4.1 **Partial Payments.** Partial payments will be made at least once per month based on the Engineer's estimate in accordance with General Provisions Section 90, "Measurement and Payment". Progress payments will be made in accordance with General Provision Section 90-06, "Partial Payments".
- 4.2 **Retainage.** From the total of the amount determined to be payable on a partial payment, the amount specified in General Provisions Section 90-06, "Partial Payments", will be deducted and retained by the Owner until the final payment is made.
- 4.3 **Final Payment:** Final payment will be made in accordance with General Provisions Section 90-09, "Acceptance and Final Payment".

ARTICLE 6 - LIABILITY INSURANCE

- 6.1 **Commercial general liability: contractor.** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 Products/Completed Operations Aggregate and a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc, Policy Form CG 00021 (10/93) or any replacements thereof. The coverage shall not exclude Y, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability Policy shall name City of Page, its officers, agents, commissions and employees as Additional Insureds per Form CG 20 10 or Blanket Additional Insured Endorsement to include Completed Operations.

If required by this Contract, the CONTRACTOR subletting any part of the work, services or operations awarded to the CONTRACTOR shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an OWNER and CONTRACTOR's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the CONTRACTOR's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than

ATTACHMENT 'A'

\$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the CONTRACTOR's Commercial General Liability insurance.

- 6.2 **Automobile liability:** CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the CONTRACTOR's any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc, Policy Form CA 0001 (12/93), or any replacements thereof), such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$1,000,000 per accident limits for bodily injury and property damage shall apply.
- 6.3 **Workers' compensation:** The CONTRACTOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee, and \$500,000 disease policy limit (Coverage B).

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

- 6.4 **Builders' risk (property) insurance:** The Contractor shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City of Page has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the City of Page, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City of Page. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builders' Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation, The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and not contributory.

If the Contract requires testing of equipment or other similar operations, at the option of the City of Page, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

ATTACHMENT 'A'

Required coverages may be modified by an amendment to the Contract Documents.

- 6.5 **Certificates of insurance:** Prior to commencing work or services under this Contract, CONTRACTOR shall furnish the OWNER with Certificates of Insurance, or formal endorsements as required by the Contract, issued by CONTRACTOR's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the CONTRACTOR's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the OWNER fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with (PROJECT NUMBER) and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate (PROJECT NUMBER) and title.

- 6.6 **Cancellation and expiration notice:** Insurance evidenced by these certificates herein shall not expire, be canceled, or materially changed without sixty (60) days prior written notice to the OWNER.

ARTICLE 7 – INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the OWNER, its agents, officers, officials and employees from and against all tortuous claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the CONTRACTOR, its agents, employees, or any tier of CONTRACTOR's subcontractors in the performance of this Contract. CONTRACTOR's duty to defend, hold harmless and indemnify the OWNER, its agents, officers, officials and employees shall arise in connection with any tortuous claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any CONTRACTOR's acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the CONTRACTOR, any tier of CONTRACTOR's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the CONTRACTOR may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The CONTRACTOR, at CONTRACTOR's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-IX, or approved unlicensed to do business in the State of Arizona with policies and forms satisfactory to the OWNER.

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

ATTACHMENT 'A'

The OWNER will be included as an additional insured on all policies except Worker's Compensation and Professional Liability. The CONTRACTOR's insurance shall be primary insurance as respects the OWNER, and any insurance or self-insurance maintained by the OWNER shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the OWNER.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the OWNER, its agents, officers, officials and employees for any claims arising out of the CONTRACTOR's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the OWNER under such policies. The CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention and the OWNER, at its option, may require the CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The OWNER reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements- The OWNER shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of, the OWNER's right to insist on strict fulfillment of CONTRACTOR's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the OWNER, its agents, officers, officials and employees as Additional Insureds.

ARTICLE 8 – ENGINEER

The person appointed as ENGINEER by the OWNER acting directly or through his duly authorized representative is herein called ENGINEER and will be the OWNER'S representative during construction until final payment is made and will have all rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 9 - CONTRACTOR'S REPRESENTATIONS

In executing this Agreement, Contractor makes the following representations:

- 9.1 Contractor has examined and carefully studied the Contract including Addenda.
- 9.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 9.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 9.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Contract. Contractor acknowledges that such reports and drawings are not part of the Contract and may not be complete for Contractor's purposes. Contractor acknowledges that

ATTACHMENT 'A'

Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract with respect to Underground Facilities at or contiguous to the site. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract.

- 9.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract.
- 9.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract and all additional examinations, investigations, explorations, tests, studies and data with the Contract.
- 9.7 Contractor has given Design Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract and the written resolution thereof by the Design Engineer is acceptable to Contractor, and the Contract is generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 9.8 If this Project utilizes multiple prime contracts, the Contractor has examined the Contract for all prime contracts and has acquired sufficient knowledge of the required work of the other prime contractors to the extent that Contractor clearly understands his own obligations and responsibilities relative to the other prime contracts.

ARTICLE 10 - CONTRACT

The Contract which comprises the entire Agreement between Owner and Contractor concerning the Work consists of the following:

- 10.1 The Proposal with discrepancies corrected.
- 10.2 This Contract Form.
- 10.3 The Contractor's Performance Bond and Payment Bond.
- 10.4 The Contractor's Certificates of Insurance.
- 10.5 The Notice of Award and Notice to Proceed.
- 10.6 The General Provisions and the Technical Specifications, which are a part of the Contract.
- 10.7 The Contract Drawings as listed in the Table of Contents.
- 10.8 Addenda listed below:

| <u>Addendum No.</u> | <u>Date</u> |
|---------------------|-------------|
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ATTACHMENT 'A'

- 10.9 There are no documents other than those listed above in this Article 6. The Contract may only be modified by Supplement Agreement.

ARTICLE 11 - MISCELLANEOUS

- 11.1 Terms used in this Agreement shall have the meanings in the General Provision Section 10, "Definition of Terms".
- 11.2 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract.
- 11.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract.
- 11.4 Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner or Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ATTACHMENT 'A'

IN WITNESS WHEREOF, Owner and Contractor have signed copies of this Agreement. This Agreement will be effective on the day and year first above written.

OWNER

County of Coconino (SEAL)

CONTRACTOR:

(Company Name) (SEAL)

(Signature)

(Printed Name)

(Printed Title)

ATTACHMENT 'A'

(ACKNOWLEDGMENT OF OFFICER OF OWNER)

STATE OF _____ }
COUNTY OF _____ } SS:

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

STATE OF _____ }
COUNTY OF _____ } SS:

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) at _____, that he/she/they is(are) the _____ of _____, the corporation described in and which executed the above instrument; and that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

Notary Public

ATTACHMENT 'A'

(ACKNOWLEDGMENT OF CONTRACTOR, IF OTHER THAN A CORPORATION)

STATE OF _____ }
COUNTY OF _____ } SS:

On the _____ day of _____ in the year 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

(CERTIFICATE OF OWNER'S ATTORNEY)

I, the undersigned, _____, the duly authorized and acting legal representative of the Owner, do hereby certify as follows:

I have examined the foregoing Contract and surety bond and the manner of execution thereof, and I am of the opinion that each of the aforesaid Agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said Agreements on behalf of the respective parties named therein; and that the foregoing Agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Owner's Attorney

Date

END OF CONTRACT FORM