

CONTRACT DOCUMENTS

FOR

CITY OF PAGE

Vista Ave Rehabilitation

City of Page Department of Public Works

> PO Box 1180 697 Vista Ave Page, Arizona 86040

> > May 25, 2023

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1 BID DOCUMENTS

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1-1 NOTICE OF INVITATION FOR BID

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City Clerk for the City of Page, Page City Hall, 697 Vista Avenue, Page, Arizona, until **4:30 PM JUNE 21, 2023**. At that time, bids will be opened and publicly read aloud and recorded by the City Clerk. Bidders are invited but not required to be present at the bid opening. Bids must be in the actual possession of the City Clerk's Office on or prior to the exact time and date indicated above. Late bids shall not be considered and will be returned unopened. The prevailing clock shall be the City Clerk's clock.

Bids must be submitted on the forms furnished and in a sealed envelope. The Invitation for the bid's <u>project name and bidder's name and address</u> 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 the rehabilitation of Vista Ave. The project includes concrete demolition/ reconstruction and asphalt mill and overlay, located in Page Arizona.

Questions and requests for additional specifications and/or bid documents shall be directed to: Kyle Christiansen, Director of Public Works, City of Page, PO BOX 1180, Page, Arizona 86040, 928-645-4302. RFB packages may also be accessed on the City of Page website at <u>www.cityofpage.org</u>. Persons with disabilities may call the City's Human Resources Director at (928) 645-4231 or text telephone (TDD) (928) 645-4216 regarding availability of information in alternative formats.

All 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 ten percent (10%) 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.

City Clerk

Publish each week for two consecutive weeks in the Lake Powell Chronicle. See publications dated *May 31st and June 7th, 2023.*

1-2 INSTRUCTIONS TO BIDDERS

1. <u>PREPARATION OF BID</u>. 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 a straightforward and concise manner.

2. <u>MANDATORY PRE-BID MEETING.</u> NONE SCHEDULED.

3. <u>SUBMISSION OF BID</u>. 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. <u>METHOD OF DELIVERY</u>. 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

City of Page VISTA AVE REHAB May 25, 2023 Bidder's Initials _____ Page, AZ 86040

5. <u>QUESTIONS, OMMISSIONS, DISCREPANCIES, INTERPRETATIONS AND</u> <u>ADDENDA</u>. 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. <u>WITHDRAWL OF BID</u>. At any time prior to the specified Bid submission deadline, a BIDDER may withdraw or revise the BID. Any withdrawal or revision request must be received in writing prior to said deadline. All revisions must be submitted in the same form and manner as the original BID. No BIDDER may withdraw his BID for Sixty (60) days after the time established for receiving BIDs. The award of the CONTRACT to another party does not constitute a waiver of this condition.

7. <u>LATE BIDS</u>. 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. <u>PRICES</u>. 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. <u>REFERENCES</u>. The BIDDER shall provide a list of five (5) current and five (5) former clients. References should have similar scope and requirements to those outlined in these BID DOCUMENTS. Unacceptable references, as determined by the CITY of Page, may be sufficient reason to deny the award of this project to BIDDER.

10. <u>STATEMENT OF QUALIFICATIONS</u>. 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. <u>SUBCONTRACTORS</u>. The CONTRACTOR may subcontract any part of the work to be performed under this CONTRACT as long as resulting charges to CITY do not exceed the Lump Sum BID quoted in the Bid Form and the subcontractor(s) is/are licensed to perform the work required by the CONTRACT. The BIDDER shall submit the List of Subcontractors and Supplier form, listing all of the subcontractors and major suppliers it intends to use in the performance of THE WORK. CITY reserves the right to reject any BID based on submission of an incomplete list of subcontractors and major material suppliers as non-responsive. CITY reserves the right to reject, prior to award of the CONTRACT, the bidder's request for substitution of subcontractors or major material suppliers provided, however, substitute subcontractors may be considered as long as they comply with the requirements of these CONTRACT DOCUMENTS.

12. <u>DETERMINATION OF SUCCESSFUL BIDDER</u>. 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. <u>AWARD OF CONTRACT</u>. 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 Sixty (60) days after opening of the bids, CITY shall act upon them. The acceptance of a BID shall be a written NOTICE OF AWARD and no other act shall constitute acceptance.

14. <u>BID SECURITY AND BONDING</u>. 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 ten percent (10%) 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 sixty (60) 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. <u>TIME FOR EXECUTING CONTRACT</u>. 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. <u>SUSPENSION & DEBARMENT</u>. 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. <u>PROTEST PROCEDURE</u>. The award determination of the Page City Council shall be final.

18. <u>PUBLIC RECORD</u>. 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 VISTA AVE REHABILITATION

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 [title of project] 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:

_____ Dollars (\$______)

Accompanying this BID is a Bid Bond for Ten Percent (10%) 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. ______

1-4 BID SCHEDULES

PROJECT VISAT AVE REHABILITATION

CITY OF PAGE 697 VISTA AVENUE PAGE, ARIZONA 86040

BIDDER shall complete the unit prices in the Bid Schedules, below. The BIDDER agrees to perform all of the services necessary to accomplish the work described in the specifications and shown on the plans for the unit prices listed in each Bid Schedule. The CITY shall pay BIDDER for completion of the Work in accordance with the Contract Documents in current funds based on the Bid Schedule unit prices and actual quantities of work installed.

The quantities appearing in the Bid Schedule are approximate only. In the event the total amount of the lowest acceptable bid exceeds the amount of funds available for the project, the scope of work will be modified as determined by the CITY and the ENGINEER. The right is reserved to increase or decrease the quantities listed in each Bid Schedule or to entirely eliminate certain Bid Items or Bid Schedules if found desirable or expedient. The BIDDER is cautioned against unbalancing his Bid by prorating his overhead into one or two bid items. The overhead and indirect charges should be prorated on all items in the Bid Schedule.

CITY OF PAGE VISTA AVE REHABILITATION

BID SCHEDULE

Item #	Item Description	Quantity	Unit	Unit Price	Total
DEMOL	ITION				
101	SAWCUT & REMOVE EXISTING AC PAVEMENT 2' OFF EDGE PER MAG SPECS 336 & 350.	1969	LF		
103	REMOVE & DISPOSE OF EXISTING CONCRETE CURB AND GUTTER PER MAG SPECS 336 & 350. CURB & GUTTER SHALL BE REMOVED TO NEAREST JOINT.	1952	LF		
104	REMOVE & DISPOSE OF EXISTING CONCRETE SIDEWALK PER MAG SPECS 336 & 350.	6526	SF		
108	REMOVE EXISTING CONCRETE PER MAG SPECS 336 & 350.	298	SF		
109	REMOVE & DISPOSE OF EXISTING CONCRETE DRIVEWAY PER MAG SPECS 336 & 350.	1236	SF		
110	MILL EXISTING ASPHALT (1 1/2" DEPTH FULL WIDTH)	5352	SY		
115	REMOVE AND DISPOSE EXISTING LANDSCAPE TIMBERS	90	LF		
SUBTO					\$
STREET	WORK				
200	CONSTRUCT RADIAL ADA RAMP PER MAG STANDARD DETAIL 236-5 AND DETAIL 1 DWG C2. RADIUS PER RAMP DETAILS ON C7.	4	EA		
201	CONSTRUCT PARALLEL ADA RAMP PER DETAIL 1 ON DWG C2 AND RAMP DETAILS ON DWG C7.	16	EA		
220A	CONSTRUCT VERTICAL CURB & GUTTER PER MAG STD DTL 220-1 TYPE 'A'	1518	LF		
220B	CONSTRUCT RIBBON CURB PER MAG STD DTL 220-1 TYPE 'B'	62	LF		
230	CONSTRUCT 5' WIDE CONCRETE SIDEWALK PER MAG STD DTL 230	7982	SF		
240	CONSTRUCT VALLEY GUTTER PER MAG STD DTL 240	60	LF		
241	CONSTRUCT VALLEY GUTTER REPAIR TO MATCH EXISTING	276	SF		
260	PLACE 1 1/2" ASPHALT OVERLAY PER DETAIL 2 TYPE 1 ON DWG C2	634	TONS		
261	PLACE 3" ASPHALT DRIVEWAY PATCH PER DETAIL 2 TYPE 2 ON DWG C2	7	TONS		
600	REPLACE PAVEMENT MARKINGS TO MATCH EXISTING	1	LS		
610	UTILITY RELOCATION PER OWNERS' DIRECTION.	4	EA		
SUBTOT	AL				\$
MISCE	LANEOUS				
	MOBILIZATION (5% Construction Cost)	1	LS		
	ERROSION CONTROL (2% Construction Cost)	1	LS		
	TRAFFIC CONTROL (2% Construction Cost)	1	LS		

CONSTRUCTION STAKING/AS-BUILTS (4% Construction Cost)		1	LS		
	CONSTRUCTION OBSERVATION (2% Construction Cost)	1	LS		
	TESTING/QUALITY CONTROL (3% Construction Cost)	1	LS		
	MOBILIZATION (5% Construction Cost)	1	LS		
	ERROSION CONTROL (2% Construction Cost)	1	LS		
SUBTOTAL				\$	
BASE E	BASE BID				
PROJECT SUBTOTAL \$			\$		
CONTINGENCY (10%)			\$		
PROJECT TOTAL			\$		

1-5 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 10 references (5 Current and 5 Former):

Current References:

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

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

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

Former References:

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

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

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

1-6 LIST OF SUBCONTRACTORS AND MATERIAL VENDORS

PROJECT VISAT AVE REHABILITATION

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		

Subcontractor's or Material Vendor's Trade	Subcontractor's Name	Vendor's Name
Sheet Metal Roofing		
Metal Doors and Frames		
Wood Doors		
Special Doors		
Metal Windows		
Hardware		
Glazing		
Lath and Plaster		
Gypsum Wallboard		
Ceramic Tile		
Acoustical Panel Ceilings		
Resilient Flooring		
Carpeting		
Painting		
Signage		
Plumbing		
Fire Protection System		
HVAC		
Electrical		
Irrigation		
Landscape		
Other (specify)		

1-7 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, ans	wer the following:	
Date of Organization General or Limited Partnership		
Name and Address of All Pa	rtners:	
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?

How many years' experience in the proposed type and scale of construction work has your organization had?

- A. As a general contractor:
- B. As a subcontractor:

What is the construction experience of the principal individuals of your organization?

Individual's Name	Present Position or Office	Years Construction Experience	Magnitude and Type of Work	In What Capacity

1-8 ARIZONA STATUTORY BID BOND

PROJECT VISAT AVE REHABILITATION

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 10% 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 Ten Percent (10%) 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 oblige 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 E	By
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(Principal)

By_____(Surety)

2 CONTRACT AGREEMENT DOCUMENTS

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2-1 NOTICE OF AWARD

PROJECT VISAT AVE REHABILITATION

CITY CITY OF PAGE 697 VISTA AVENUE PAGE, ARIZONA 86040

CONTRACTOR

DATE _____, 2023

The City of Page, having duly considered the bid submitted on June 21, 2023 for the City of Page **VISAT AVE REHABILITATION** 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 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:

Ву	
Name	
Date	

2-2 CONTRACT

PROJECT VISAT AVE REHABILITATION CITY

CITY OF PAGE 697 VISTA AVENUE PAGE, ARIZONA 86040

CONTRACTOR

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

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. <u>CONTRACT DOCUMENTS</u>. 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; and (8) Arizona Statutory Bid Bond.

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. <u>Uniform Standard Specifications for Public Works Construction</u>, latest edition as administered by the Maricopa Association of Governments.

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 be controlling.

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

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

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

CONTRACTOR shall provide detailed documentation in support of requested 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. 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.

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

Nothing in this CONTRACT shall create any obligation on the part of CITY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

4. SCOPE OF SERVICES. CONTRACTOR shall provide for CITY all labor, materials and equipment necessary to perform THE WORK provided for in the CONTRACT DOCUMENTS. All

work shall be done in a skillful and workmanlike manner per specifications called for in the CONTRACT DOCUMENTS.

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

CONTRACTOR shall employ suitably trained and skilled personnel to perform all work or services under this CONTRACT. If failure to meet acceptable standards results in faulty work, CONTRACTOR shall undertake, at CONTRACTORS own expense, corrective adjustments, modifications, or repair.

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

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

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

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

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

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

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

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

Automobile Liability:

Limits: Bodily Injury-	\$250,000 each person
	\$500,000 each occurrence
Property Damage-	\$100,000 each occurrence

Workers' Compensation:

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

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

7. INDEMNIFICATION. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless CITY, its agents, officers, officials and employees from and against any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any reasonable attorney fees, which may be brought or made against or incurred by CITY on account of (1) loss or damage to any property or interest of CITY, its officers, employees and agents, or any damages, injury to person or property, or death of any person arising out of, relating to, or alleged to have resulted from any acts, errors, omissions, work, or services of CONTRACTOR, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives, (2) any workers' compensation claims, unemployment compensation claims or unemployment disability claims of employees of CONTRACTOR or claims under similar such laws or obligations. This indemnification shall not extend to any loss, damage, injury, or death to the extent caused by the negligence or willful misconduct of CITY, or its employees.

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

8. INDEPENDENT CONTRACTOR STATUS. Both parties agree that: (a) the work contracted for in this CONTRACT falls within the distinct nature of CONTRACTOR'S business; (b) the nature of the work contained within this CONTRACT is specialized, and CITY has elected to contract out the work rather than attempt to perform the work with its current workforce; (c) CONTRACTOR is an incorporated business that possesses the personnel and materials necessary to perform the work; (d) the relationship of the work provided by CONTRACTOR has no relationship to the regular business conducted by CITY; (e) it is understood and agreed that CONTRACTOR is an independent contractor, and nothing herein contained shall constitute, create, give rise to, or otherwise recognize an employment relationship, joint venture, partnership, or formal business association or organization of any kind between the parties hereto, other than as contracting parties, nor shall CONTRACTOR or any subcontractor, or any employee of CONTRACTOR or any subcontractor be deemed to be employed by CITY or entitled to any remuneration or other benefits from the CITY, other than as set forth in this CONTRACT.

9. ASSIGNMENT. CONTRACTOR shall not assign its rights to this CONTRACT, in whole or in part, without prior written approval of CITY. Approval may be withheld at the sole discretion of CITY, provided that such approval shall not be unreasonably withheld.

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

11. CANCELLATION FOR CONFLICT OF INTEREST. This CONTRACT is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this CONTRACT by reference.

12. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this CONTRACT, or if CONTRACTOR shall violate any of the covenants, provisions, or stipulations of this CONTRACT, CITY shall thereupon have the right to terminate this CONTRACT by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by CONTRACTOR shall, at the option of CITY, become its property and CONTRACTOR shall be paid an amount based on time and expenses incurred by CONTRACTOR prior to the termination date; however, no payment shall be allowed for anticipated profits on unperformed work or services. Notwithstanding the above, CONTRACTOR shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this CONTRACT by CONTRACTOR and CITY may withhold payments to CONTRACTOR for purpose of set-off until such time as the exact amount of damages due the CITY from CONTRACTOR are determined.

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

14. NON-APPROPRIATION OF FUNDS. Notwithstanding any other provision of this CONTRACT, this CONTRACT may be terminated 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.

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

16. 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.

17. 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.

18. CHOICE OF LAW/VENUE. Any dispute, controversy, claim or cause of action arising out of or related to this CONTRACT shall be governed by Arizona law. The venue for any such dispute shall be in Coconino County, Arizona. Each party waives the right to object to venue in Coconino County for any reason.

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

20. 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.

21. 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.

22. 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

23. 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.

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

City of Page

Contractor:

Kim Larson, City Clerk

An Arizona municipal corporation

City Attorney

2-3 ARIZONA STATUTORY PAYMENT BOND

PROJECT VISAT AVE REHABILITATION 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 ______, 2023, 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 bind 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)

2-4 ARIZONA STATUTORY PERFORMANCE BOND

VISAT AVE REHABILITATION

CITY

PROJECT

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 the Obligee, dated the __day of______, 2023, 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.

WHEREAS, payment shall be made by Surety to Obligee upon failure of Principal to faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of the Contract regarding the performance of the contract and presentation of such to Surety by a claim, which has been prepared and signed by the Obligee's representative and witnessed by a notary, stating that: "The Principal is in default, such condition has existed for over 90 days, and the Obligee is hereby exercising its rights under bond no.____."

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above 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)

2-5 NOTICE TO PROCEED

PROJECT VISAT AVE REHABILITATION CITY

CITY OF PAGE 697 VISTA AVENUE PAGE, ARIZONA 86040

CONTRACTOR

DATE

You are hereby authorized to proceed with work effective ______, 2023 and fully complete all work for this Project on August 30, 2023. Liquidated damages of \$ One Hundred Twenty Five Dollars (\$250.00) per day are applicable for each day past August 30, 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

The following Provisions are general in scope and may refer to conditions which will not be encountered in the performance of THE WORK included in this CONTRACT and which are not applicable thereto. Any requirements, provisions or other stipulations of these General Conditions which pertain to a non-applicable condition shall be excluded from the scope of this CONTRACT.

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

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

Bid Documents: Consists of all CONTRACT DOCUMENTS and may be used interchangeably with said term.

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

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

Construction Documents: The drawings, technical plans, and specifications, supplementary general and/or special conditions for THE WORK.

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

Contract Documents: Includes the Notice of Invitation for Bid, Definitions, Scope of 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.

Contractor: The successful BIDDER selected by the Council that enters into the CONTRACT to perform THE WORK.

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

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

Notice to Proceed: The official written notice from CITY to CONTRACTOR to begin performance of THE WORK.

Responsible Bidder: A BIDDER determined by CITY:

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

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

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

Surety: The corporate body, who is primarily liable 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. <u>CERTIFICATION</u>. 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. <u>COMPLIANCE WITH LAW</u>. 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 CONTRUCTION 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.

4. <u>LICENSES</u>. THE WORK to be performed under the CONTRACT will be subject to the provisions on Title 34 of the Arizona Revised Statutes (A.R.S. § 34-101 through 34-461, as amended), if applicable. All BIDDERs and their subcontractors shall be duly licensed to perform THE WORK at the time the BID is submitted pursuant to all applicable laws, rules and regulations. At all times thereafter, while performing THE WORK, CONTRACTOR shall maintain in current status all licenses, permits, certifications, approvals and authorizations necessary to perform all obligations as set forth in the BID DOCUMENTS. It shall be the CONTRACTOR's responsibility to verify that its subcontractors have all appropriate licenses, permits, certifications, approvals and authorizations prior to their performing CITY of Page work on behalf of the CONTRACTOR.

5. <u>PROVISIONS REQUIRED BY LAW</u>. 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. <u>CHANGE ORDERS FOR CHANGED OR EXTRA WORK</u>. 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.

7. <u>PROTECTION OF WORK/PROPERTY</u>. 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. <u>SUBCONTRACTS</u>. 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. <u>CLEAN UP</u>. 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. <u>CITY'S RIGHT TO DO WORK</u>. 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.

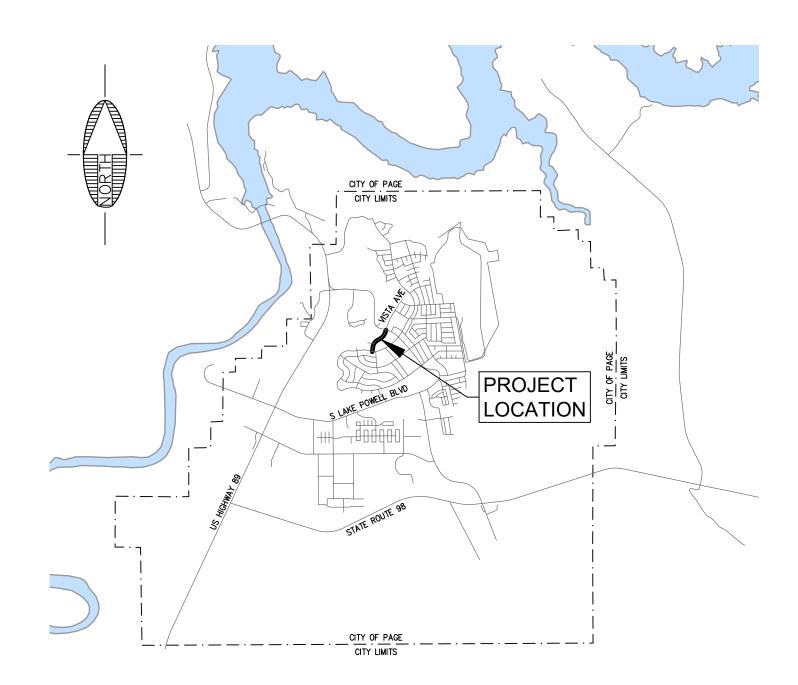
11. <u>SCHEDULES</u>. CONTRACTOR shall submit at such times as may be requested by CITY, schedules which shall show the order in which CONTRACTOR proposes to carry on THE WORK with dates at which CONTRACTOR shall start the several parts of THE WORK and estimated dates of completion of the several parts.

12. <u>OWNERSHIP OF DOCUMENTS</u>. 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.

13. <u>INSPECTION OF WORK</u>. 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 BID DOCUMENTS, CITY shall pay the costs of re-examination and replacement. If such work is found not to be in accordance with the BID DOCUMENTS, CONTRACTOR shall pay such.

4 CONSTRUCTION PLANS



VICINITY MAP

LEGEND

CONTOUR LINES

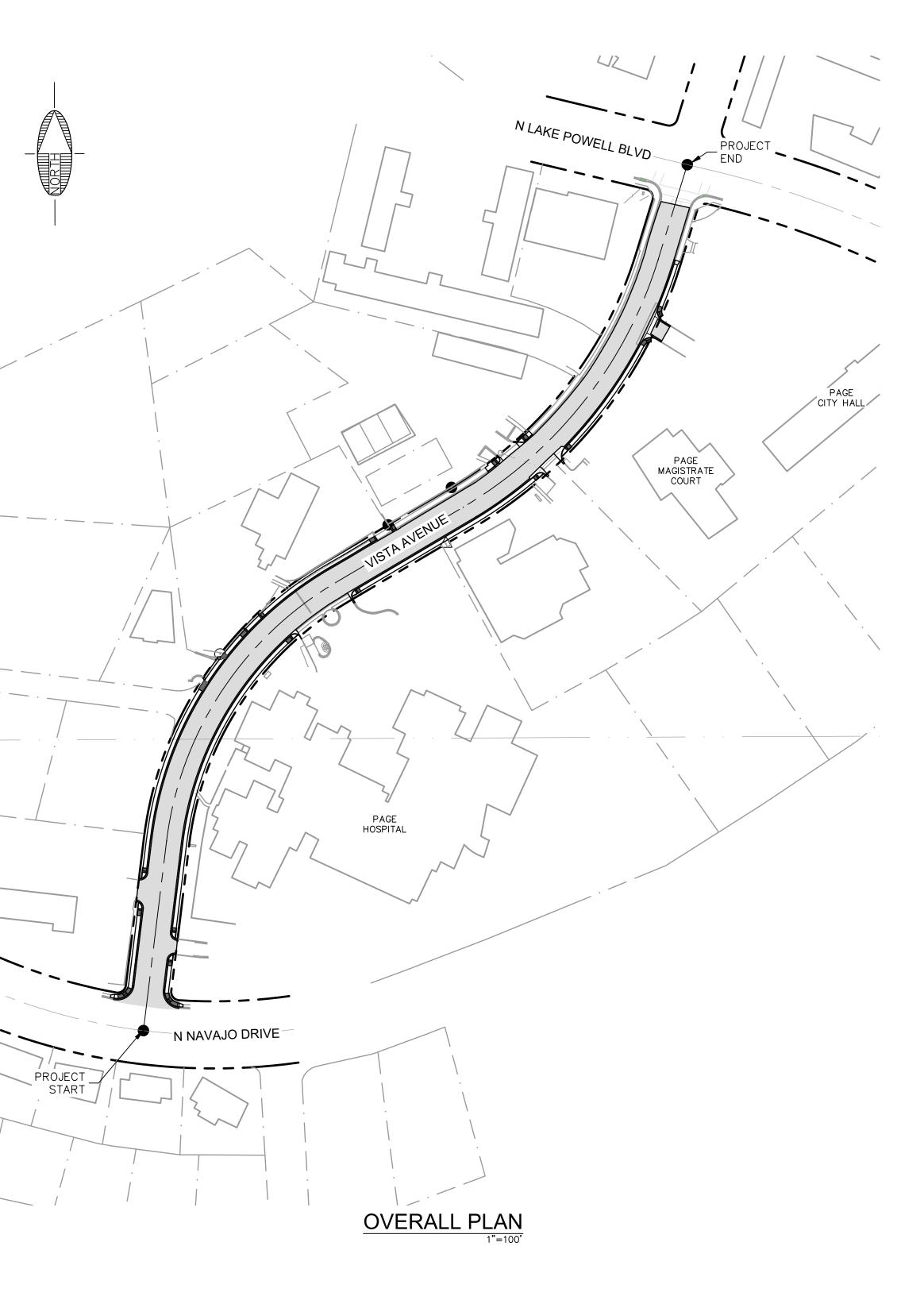
SUBDIVISION BOUNDARY

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	LOT LINE
	BUILDING SETBACK
	BLOCK WALL
	STORM DRAIN PIPING
ss ——	EXISTING SEWER PIPING
w	EXISTING WATER PIPING
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— G —	EXISTING GAS PIPING
	SEWER PIPING
	WATER PIPING
- UGE -	ELECTRIC
	STORM DRAIN CATCH BASIN
S	SEWER MANHOLE
Sw	SWITCH CABINET
WB	WATER BLOWOFF VALVE
\bowtie	WATER VALVE
Wм	WATER METER
	ASPHALT PAVEMENT
44 44 4	CONCRETE
BC	BACK OF CURB
СВ	CATCH BASIN
HW	HEAD WALL
LF	LINEAR FEET
RGRCP	RUBBER GASKET REINFORCED CONCRETE PIPE
SW	SIDEWALK
TC	TOP OF CURB
TW	TOP OF WALL

CITY OF PAGE VISTA AVENUE RE-CONSTRUCTION

LOCATED IN A PORTION OF SECTIONS 30 & 31 TOWNSHIP 41 NORTH, RANGE 9 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, CITY OF PAGE, ARIZONA



UTIL UNDE RECOF THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR DETERMINING THE ACTUAL LOCATIONS OF ALL UNDERGROUND LINES THAT MAY AFFECT WORK PRIOR TO CONSTRUCTION. THERE ARE APPARENT UTILITY CONFLICTS NOTED ON THE PLANS. AND THERE ARE EXISTING FACILITIES IN THE AREA THAT WILL NEED TO BE PROTECTED.

DWG NO. C1 C2 C3 C4 C5 C6	SHEET INDEX TITLE COVER SHEET NOTES & DETAILS HORIZONTAL CONTROL PLAN DEMOLITION PLAN VISTA AVE PLAN & PROFILE VISTA AVENUE PLAN & PROFILE		CITY OF PAGE		
C7 C8 C9	VISTA AVENUE PLAN & PROFILE RAMP DETAILS EROSION CONTROL PLAN		0: 20278 JUN 21	SA ::	v: AHB (ED: AHB
THE CITY AF ALL LIABILIT RESPONSIBIL	ONCEPT APPROVA PPROVES THESE PLANS FOR CON Y FOR ERRORS AND OMISSIONS I ITY OF THE DESIGN ENGINEER. TY ENGINEER:	ICEPT ONLY.	110 W. Dale Avenue Date Avenue		www.swiaz.com DESIGN: CHECKED
BY: AUTHO THE SIGNATI CONTRACTOR	JILDING PERMIT APPROV	DATE: STRUCT: ORE THE IESE PLANS		N N	Shephard Wesnitzer , Inc.
UTILITY COM ARIZONA PUBLIC BY: UNISOURCE ENE	DATE:	APS CONTACT: CHAD BROOKS 2200 E. HUNTINGTON FLAGSTAFF, AZ 86004 CHAD.BROOKS@APS.COM PHONE: (928) 773–6440 UNISOURCE ENERGY SERVICES CONTACT: MARTIN CONBOY 2901 W SHAMRELL BLVD #110 FLAGSTAFF, AZ 86001 MCONBOY@UESAZ.COM	REVISIONS DATE BY		
BY: CENTURYLINK BY: ALTICE USA	DATE:	PHONE: (928) 226–2269 <u>CENTURYLINK</u> CONTACT: MANUEL HERNANDEZ 112 NORTH BEAVER STREET FLAGSTAFF, AZ 86001 MANUEL.HERNANDEZ4@CENTURYLINK.COM PHONE: (928) 779–4935 <u>ALTICE USA</u>	at least two full begin excavation NO. DESCRIPTION		811.com
BY: <u>LITY CONFLICT</u> ERGROUND UTILITIES SH	DATE: IOWN ARE APPROXIMATE AND WE (, AND CONSTRUCTION PLANS FU		Contact Arizona 811 at least working days before you begin	NOX 2	Call 811 or click Arizona81



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GENERAL NOTES

- 1. APPROVAL OF THESE PLANS BY THE CITY ENGINEER IS FOR A ONE (1) YEAR PERIOD, SUBSEQUENT TO THE DATE OF APPROVAL. IF CONSTRUCTION WORK IS NOT STARTED WITHIN THE ONE (1) YEAR PERIOD, OR HAS BEEN DISCONTINUED FOR ANY REASON FOR LONGER THAN ONE (1) YEAR, THE PLANS SHALL BE RESUBMITTED FOR REVIEW AND RE-APPROVAL.
- 2. PLAN REVIEW BY THE CITY DOES NOT EXTEND TO MATERIAL QUANTITIES SHOWN ON THE PLANS. 3. A PUBLIC WORKS PERMIT, ISSUED BY THE CITY, IS REQUIRED FOR ALL WORK IN CITY RIGHTS-OF-WAY OR EASEMENTS AND FOR CONSTRUCTION OF ANY IMPROVEMENTS INTENDED TO
- BECOME PUBLIC PROPERTY 4. THE CITY SHALL BE NOTIFIED TWENTY-FOUR (24) HOURS PRIOR TO BEGINNING DIFFERENT PHASES OF CONSTRUCTION SO THAT CITY INSPECTORS MAY BE SCHEDULED.
- 5. ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH CURRENT "MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION". AND WITH GENERALLY ACCEPTED ENGINEERING DESIGN AND CONSTRUCTION PRACTICE. ALL WORK AND MATERIALS. WHICH DO NOT CONFORM TO THE STANDARDS AND SPECIFICATIONS, ARE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- 6. ANY WORK PERFORMED WITHOUT THE KNOWLEDGE AND APPROVAL OF THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- 7. THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE MAY SUSPEND THE WORK BY WRITTEN NOTICE WHEN, IN HIS JUDGMENT, PROGRESS IS UNSATISFACTORY, WORK BEING DONE IS UNAUTHORIZED OR DEFECTIVE, WEATHER CONDITIONS ARE UNSUITABLE, OR THERE IS DANGER TO THE PUBLIC HEALTH OR SAFETY.
- 8. THE CITY ENGINEER MAY ORDER ANY OR ALL MATERIALS USED IN THE WORK TO BE TESTED ACCORDING TO THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) AND THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) STANDARDS. THE CONTRACTOR SHALL, AT HIS EXPENSE, SUPPLY ALL SAMPLES REQUIRED FOR TESTING.
- 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STREETS AND OF PARTIALLY COMPLETED PORTIONS OF THE WORK UNTIL FINAL ACCEPTANCE OF THE WORK. THE CONTRACTOR SHALL SUBMIT TO THE CITY ENGINEER FOR APPROVAL A CONSTRUCTION SCHEDULE FOR ANY STREETS REQUIRED TO BE CLOSED OR PARTIALLY CLOSED FOR THE CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL REOPEN THE STREETS NO LATER THAN THE OPENING DATE SHOWN ON THE CONSTRUCTION SCHEDULE OR UPON ORDER OF THE CITY ENGINEER. THE REGULATION AND CONTROL OF CONSTRUCTION TRAFFIC SHALL BE AS DIRECTED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
- 10. APPROVAL OF A PORTION OF THE WORK IN PROGRESS DOES NOT GUARANTEE ITS FINAL ACCEPTANCE. TESTING AND EVALUATION MAY CONTINUE UNTIL WRITTEN FINAL ACCEPTANCE OF A COMPLETE WORKABLE UNIT. ANY DEFECTS WHICH APPEAR IN THE WORK WITHIN ONE (1) YEAR FROM THE DATE OF ACCEPTANCE AND WHICH ARE DUE TO IMPROPER WORKMANSHIP OR INFERIOR MATERIALS SUPPLIED SHALL BE CORRECTED BY OR AT THE EXPENSE OF THE CONTRACTOR.
- 11. ACCEPTANCE OF COMPLETED PUBLIC IMPROVEMENTS WILL NOT BE GIVEN UNTIL DEFECTIVE OR UNAUTHORIZED WORK IS REMOVED, AND FINAL CLEAN-UP IS COMPLETE.
- 12. LOCATION OF UNDERGROUND UTILITIES BEFORE WORK IS BEGUN IS TO BE ACCOMPLISHED IN ACCORDANCE WITH ARS 40-360.22.
- 13. IF WORK IS DONE ON PRIVATE PROPERTY IN RELATION TO A PROJECT CONSTRUCTED UNDER THESE STANDARDS, THE CONTRACTOR WILL PROVIDE THE CITY WITH WRITTEN AUTHORIZATION FROM THE PROPERTY OWNER TO DO SO.
- 14. ALL EXCAVATED MATERIAL SHALL BE DISPOSED OF IN ACCORDANCE WITH APPLICABLE CITY CODES AND REGULATIONS. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED CITY APPROVALS AND PERMITS, AS DEEMED NECESSARY BY THE CITY, TO DISPOSE OF EXCAVATED MATERIAL.
- 15. ALL CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER AND PERFORMED UNDER THE DIRECT SUPERVISION OF A REGISTERED LAND SURVEYOR OR CIVIL ENGINEER.

PAVING NOTES

- A. EXACT POINT OF MATCHING TERMINATION AND OVERLAY, IF NECESSARY, SHALL BE DETERMINED IN THE FIELD BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. WHEN A LONGITUDINAL JOINT ASSOCIATED WITH A TRENCH PATH, PAVEMENT MATCHUP OR OTHER OCCURS ON A STREET THAT INCLUDES A BIKE LANE, THE JOINT SHALL BE LOCATED OUTSIDE THE BIKE LANE.
- B. NO JOB WILL BE CONSIDERED COMPLETE UNTIL: 1. ALL CURBS, PAVEMENTS, SIDEWALKS, CATCH BASINS, STORM DRAINS, AND MANHOLES HAVE BEEN CLEANED OF ALL DIRT AND DEBRIS:
- 2. ALL FRAMES, COVERS, AND VALVE BOXES ARE ADJUSTED TO GRADE. C. NO PAVING CONSTRUCTION SHALL BE STARTED UNTIL ALL UTILITY LINES ARE COMPLETED AND
- APPROVED UNDER PROPOSED PAVED AREAS. D. BASE COURSE WILL NOT BE PLACED UNTIL SUBGRADE HAS BEEN APPROVED BY THE CITY ENGINEER
- OR HIS AUTHORIZED REPRESENTATIVE. E. THE LOCATION OF ALL WATER VALVES, FIRE HYDRANTS, AND MANHOLES MUST AT ALL TIMES
- RING CONSTRUCTION BE REFERENCED AND MADE ACCESSIBLE TO THE CITY. F. UTILITY FACILITIES IN CONFLICT WITH THIS WORK WILL BE RELOCATED BY THE PERMITTEE OR THE
- UTILITY OWNER. THIS ACTIVITY SHALL BE COORDINATED WITH THE OWNER OF THE UTILITY TO PREVENT ANY UNNECESSARY INTERRUPTION OF SERVICE TO EXISTING CUSTOMERS. G. EXISTING STREET NAME SIGNS. TRAFFIC SIGNS AND DEVICES ASSOCIATED WITH THE PROJECT SHALL
- BE MAINTAINED DURING CONSTRUCTION AND RELOCATED BY THE CONTRACTOR AS SHOWN ON THE APPROVED PLANS.
- H. ANY CHANGES OR ADDITIONS TO PAVEMENT MARKINGS CAUSED BY PAVEMENT OVERLAY, CHIP SEAL, OR INSTALLATION OF UNDERGROUND FACILITIES SHALL BE SHOWN ON THE APPROVED PLANS. I. ON PROJECTS WHERE THE CONTRACTOR CAUSES EXCESSIVE DAMAGE TO AN EXISTING PAVED
- STREET OR THERE ARE MULTIPLE STREET CUTS (MAXIMUM OF FOUR (4) IN FIVE HUNDRED (500) FEET) AN ASPHALT OVERLAY SHALL BE REQUIRED.
- J. A PRIME COAT IS NOT REQUIRED UNLESS SO SPECIFIED IN THE SOILS AND PAVEMENT REPORT AND/OR SHOWN ON THE PLANS.
- K. ALL CURB AND GUTTER, SIDEWALK, DRIVEWAYS, AND SIDEWALK RAMPS SHALL BE CONSTRUCTED ON A MINIMUM THREE (3) INCHES OF AGGREGATE BASE COURSE (ABC). THE ABC SHALL BE CONSTRUCTED PER MAG SECTION 310, AND SHALL BE COMPACTED TO NINETY-FIVE (95%) RELATIVE DENSITY. ALL PRECAST STRUCTURES SUCH AS MANHOLE BASES, CATCH BASINS, AND BOX CULVERTS SHALL BE CONSTRUCTED ON A MINIMUM OF THREE (3) INCHES OF ABC.
- L. PERMANENT PAVEMENT MARKINGS.
- 1. LONGITUDINAL PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH MUTCD. 2. TRANSVERSE PAVEMENT MARKINGS SUCH AS STOP BARS, CROSSWALKS, ARROWS, AND LEGENDS SHALL BE INSTALLED IN ACCORDANCE WITH MUTCD.

GRADING AND DRAINAGE NOTE:

"ADEQUATE DRAINAGE, EROSION AND SEDIMENT CONTROL MEASURES, BEST MANAGEMENT PRACTICES, AND/OR OTHER STORM WATER MANAGEMENT FACILITIES SHALL BE PROVIDED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION. DAMAGES TO ADJACENT PROPERTY AND/OR THE CONSTRUCTION SITE CAUSED BY CONTRACTOR'S PROPERTY OR PROPERTY OWNER'S FAILURE TO PROVIDE AND MAINTAIN ADEQUATE DRAINAGE AND EROSION/SEDIMENT CONTROL FOR THE CONSTRUCTION AREA SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND/OR PROPERTY OWNER."

SHEPHARD-WESNITZER GENERAL NOTES

PROJECT SPECIFICATIONS ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING STANDARDS AND SPECIFICATIONS, AND ANY SPECIAL PROVISIONS PREPARED FOR THE PROJECT. THE TERM "CURRENT" MEANS THE DATE OF THE SPECIFICATIONS IN EFFECT AS OF THE DATE OF THE ENGINEERS SEAL ON THESE PLANS.

MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION CITY OF PAGE GENERAL DEVELOPMENT AND SUBDIVISION REGULATIONS AMERICAN WATER WORKS ASSOCIATION STANDARDS ARIZONA ADMINISTRATIVE CODE INTERNATIONAL PLUMBING CODE (IPC) INTERNATIONAL BUILDING CODE (IBC)

THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE REQUIRED TO OBTAIN COPIES OF THESE, AS WELL AS ANY OTHER STANDARDS OR SPECIFICATIONS REQUIRED TO SUCCESSFULLY COMPLETE THE WORK AS DESCRIBED IN THESE PLANS AND/OR ANY SPECIAL PROVISIONS PREPARED FOR THE PROJECT. THIS REQUIREMENT EXTENDS TO ANY STANDARDS, DETAILS, OR SPECIFICATIONS REFERENCED BY THE CONSTRUCTION DOCUMENTS AND NOT INCLUDED IN THE LIST ABOVE.

QUANTITY ESTIMATE AND PAYMENT PROVISIONS IF ANY MATERIAL QUANTITIES ARE SHOWN ON THESE PLANS, THEY ARE TO BE CONSIDERED AS APPROXIMATE ONLY AND ARE FURNISHED AS A CONVENIENCE TO THE CONTRACTOR IN EVALUATING THE MAGNITUDE OF THE PROJECT SCOPE. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE ACTUAL QUANTITIES OF WORK REQUIRED AND BASE HIS BID ON HIS OWN INDEPENDENT ESTIMATE OF THE WORK SCOPE AND QUANTITIES OF MATERIALS REQUIRED.

THE ESTIMATED QUANTITIES MAY NOT DIRECTLY CORRESPOND TO A BID SCHEDULE/SCHEDULE OF VALUES INCLUDED IN THE CONTRACT DOCUMENTS. PAYMENT FOR ANY WORK ACCOMPLISHED SHALL BE IN ACCORDANCE WITH THE PAYMENT PROVISIONS OUTLINED IN THE CONTRACT DOCUMENTS.

UTILITY COORDINATION THE CONTRACTOR SHALL HAVE THE RESPONSIBILITY FOR COORDINATING ALL UTILITY RELOCATIONS, VALVE BOX/MANHOLE OR OTHER SURFACE APPURTENANCE ADJUSTMENTS, RESOLUTION OF UTILITY CONFLICTS, OBTAINING NECESSARY PERMITS, SCHEDULING BLUE STAKE, CONDUCTING EXPLORATORY EXCAVATIONS IN ADVANCE OF UTILITY INSTALLATIONS, AND GENERAL CONFORMANCE TO UTILITY AGENCY REQUIREMENTS AND SPECIFICATIONS FOR CONDUCTING THE WORK.

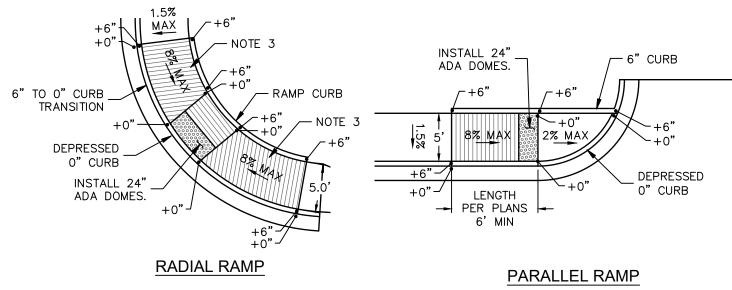
THE CONTRACTOR IS SPECIFICALLY ADVISED TO EXAMINE THE SITE FOR EVIDENCE OF AND CONFLICTS WITH EXISTING UTILITIES PRIOR TO SUBMITTING HIS BID. EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS IN THEIR APPROXIMATE LOCATIONS BASED ON FIELD OBSERVATIONS AND ANY FURNISHED RECORD INFORMATION, BUT THERE IS NO GUARANTEE THAT ALL UTILITY CONFLICTS HAVE BEEN IDENTIFIED. AT THE TIME OF CONSTRUCTION, THE EXACT SIZES, TYPES, AND LOCATIONS OF EXISTING UNDERGROUND IMPROVEMENTS SHALL BE DETERMINED BY THE CONTRACTOR AND HE SHALL FURNISH MATERIALS AS NECESSARY TO CONSTRUCT THE REQUIRED CONNECTIONS. THE CONTRACTOR SHALL PERFORM ALL NECESSARY POTHOLES AND UTILITY LOCATING AT LEAST TWO WEEKS IN ADVANCE OF ALL UNDERGROUND UTILITY WORK TO ENSURE EXPEDIENT COMPLETION OF THE WORK IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. LOCATING EXISTING UTILITIES FOR THE PURPOSE OF IDENTIFYING CONFLICTS IN ADVANCE OF THE UTILITY RELOCATIONS IS AN IMPORTANT ELEMENT OF THE PROJECT. FAILURE OF THE CONTRACTOR TO LOCATE EXISTING UTILITIES AT LEAST TWO WEEKS IN ADVANCE OF THE CONSTRUCTION ACTIVITIES WILL DIMINISH HIS ABILITY TO MAKE A CLAIM FOR DELAYS FOR UTILITY RELOCATIONS.

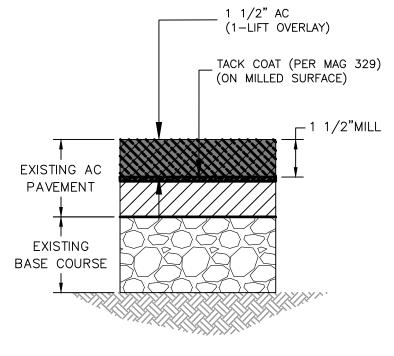
ALL FRAMES, COVERS AND VALVE BOXES IN THE CONSTRUCTION AREA SHALL BE ADJUSTED TO FINAL FINISH GRADES, WHETHER INDICATED ON THE PLANS OR NOT. ANY NECESSARY ADJUSTMENTS WHICH ARE NOT SEPARATELY ITEMIZED IN THE BID SCHEDULE SHALL BE CONSIDERED INCIDENTAL TO THE WORK.

THE APPROPRIATE UTILITY COMPANIES SHALL BE NOTIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION. "BLUE STAKE" NUMBER IS 1-800-STAKE-IT. CONTRACTOR SHALL ALLOW TWO WORKING DAYS AFTER "BLUE STAKE" IS NOTIFIED, BEFORE COMMENCING ANY EXCAVATION WORK IN PROXIMITY OF BURIED UTILITIES.

AT LEAST TWO WORKING DAYS PRIOR NOTICE IS REQUIRED BEFORE DISRUPTING EXISTING UTILITY SERVICES TO MAKE CONNECTIONS. THE NOTICE MUST INCLUDE THE EXACT TIME OF THE DISRUPTION OF SERVICE AND THE EXPECTED DURATION OF THE LOSS OF SERVICE. THE NOTICE SHALL BE FURNISHED TO THE OWNER OR OTHERS.

	QUANTITIES		
DEMOLIT	ION KEYNOTES		
101	SAWCUT & REMOVE EXISTING AC PAVEMENT 2' OFF EDGE PER MAG SPECS 336 & 350.	1969	LF
103	REMOVE & DISPOSE OF EXISTING CONCRETE CURB AND GUTTER PER MAG SPECS 336 & 350. CURB & GUTTER SHALL BE REMOVED TO NEAREST JOINT.	1952	LF
104	REMOVE & DISPOSE OF EXISTING CONCRETE SIDEWALK PER MAG SPECS 336 & 350.	6526	SF
108	REMOVE EXISTING CONCRETE PER MAG SPECS 336 & 350.	298	SF
109	REMOVE & DISPOSE OF EXISTING CONCRETE DRIVEWAY PER MAG SPECS 336 & 350.	1236	SF
110	MILL EXISTING ASPHALT (1 1/2" DEPTH FULL WIDTH)	5352	SY
115	REMOVE AND DISPOSE EXISTING LANDSCAPE TIMBERS	90	LF
CONSTR	JCTION KEYNOTES		
200	CONSTRUCT RADIAL ADA RAMP PER MAG STANDARD DETAIL 236-5 AND DETAIL 1 DWG C2. RADIUS PER RAMP DETAILS ON C7.	4	EA
201	CONSTRUCT PARALLEL ADA RAMP PER DETAIL 1 ON DWG C2 AND RAMP DETAILS ON DWG C7.	16	EA
220A	CONSTRUCT VERTICAL CURB & GUTTER PER MAG STD DTL 220-1 TYPE 'A'	1518	LF
220B	CONSTRUCT RIBBON CURB PER MAG STD DTL 220-1 TYPE 'B'	62	LF
230	CONSTRUCT 5' WIDE CONCRETE SIDEWALK PER MAG STD DTL 230	7982	SF
240	CONSTRUCT VALLEY GUTTER PER MAG STD DTL 240	60	LF
241	CONSTRUCT VALLEY GUTTER REPAIR TO MATCH EXISTING	276	SF
260	PLACE 1 1/2" ASPHALT OVERLAY PER DETAIL 2 TYPE 1 ON DWG C2	634	TONS
261	PLACE 3" ASPHALT DRIVEWAY PATCH PER DETAIL 2 TYPE 2 ON DWG C2	7	TONS
600	REPLACE PAVEMENT MARKINGS TO MATCH EXISTING	1	LS
610	UTILITY RELOCATION PER OWNERS DIRECTION.	4	EA



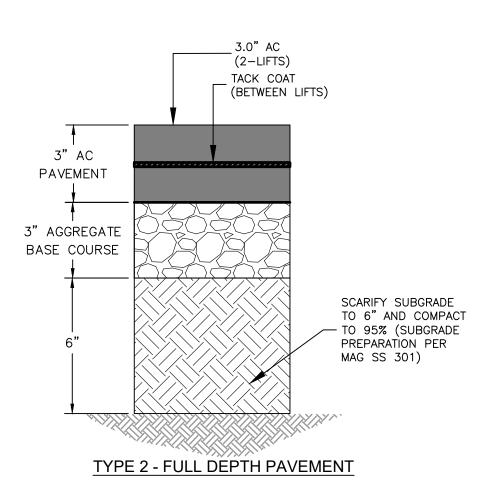


TYPE 1 - MILL & REPLACE





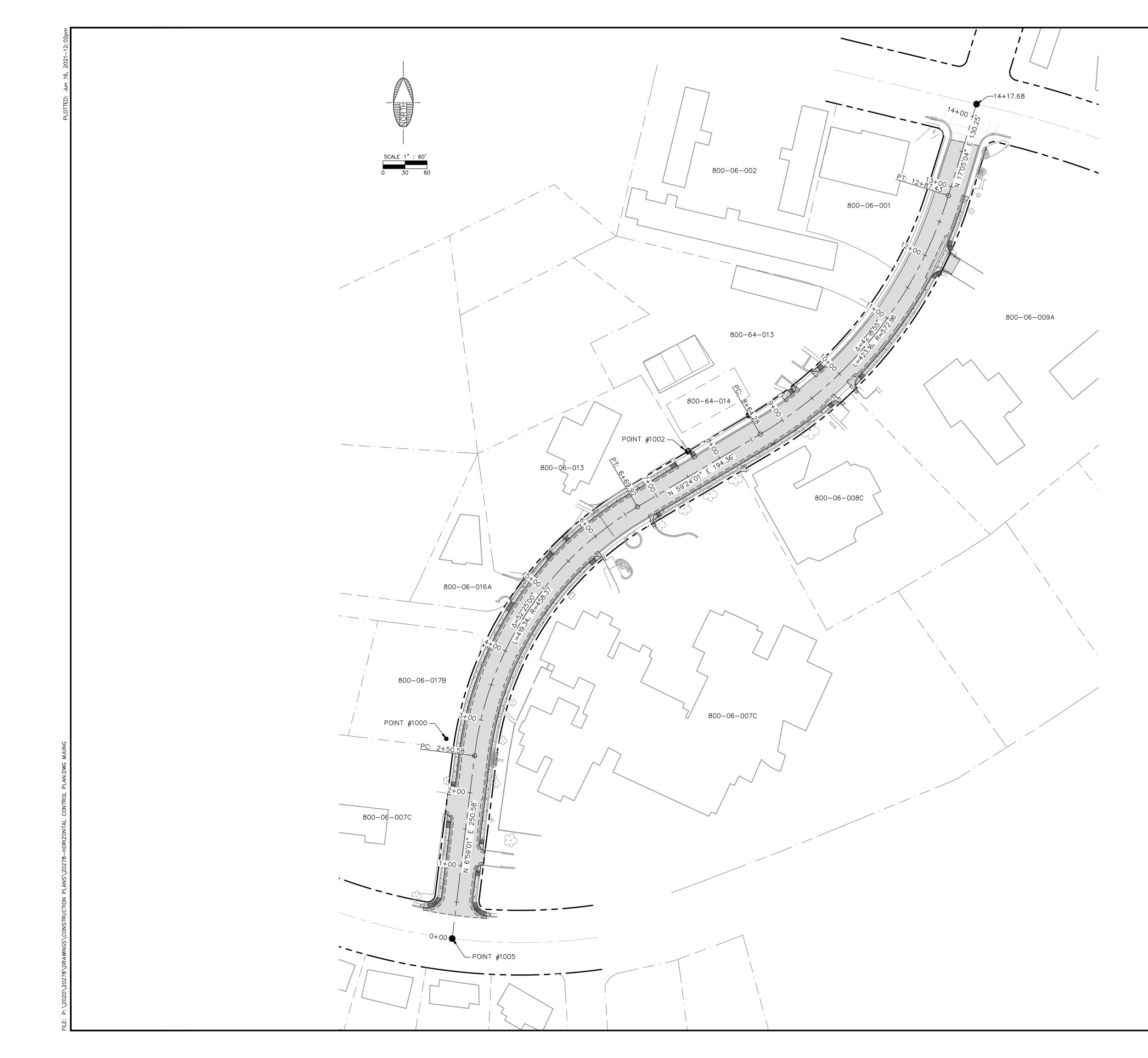
- 1. ADA DOMES TO BE TEKWAY ADA TRUNCATED DOMES/DETECTABLE WARNING TILES BY STRONGGO INDUSTRIES OR ENGINEER APPROVED EQUIVALENT.
- 2. COLOR OF DOMES TO BE YELLOW.
- 3. 6' RAMP LENGTH IS STANDARD BUT MAY VARY BASED ON EXISTING ROADWAY SLOPES. MAX SLOPE SHALL NOT EXCEED 8.0% UNLESS REQUIRED LENGTH EXCEEDS 15'. MINIMUM RAMP LENGTH IS 6'.
- 4. CROSS SLOPES TO NOT EXCEED 2% IN ANY DIRECTION. 1.5% IS PREFERRED.
- 5. REFERENCE RAMP DETAILS DWG C8 FOR DESIGNED RAMP ELEVATIONS.
- 6. RAMPS TO BE 6" THICK CLASS A CONCRETE WITH A MEDIUM BROOM FINISH.



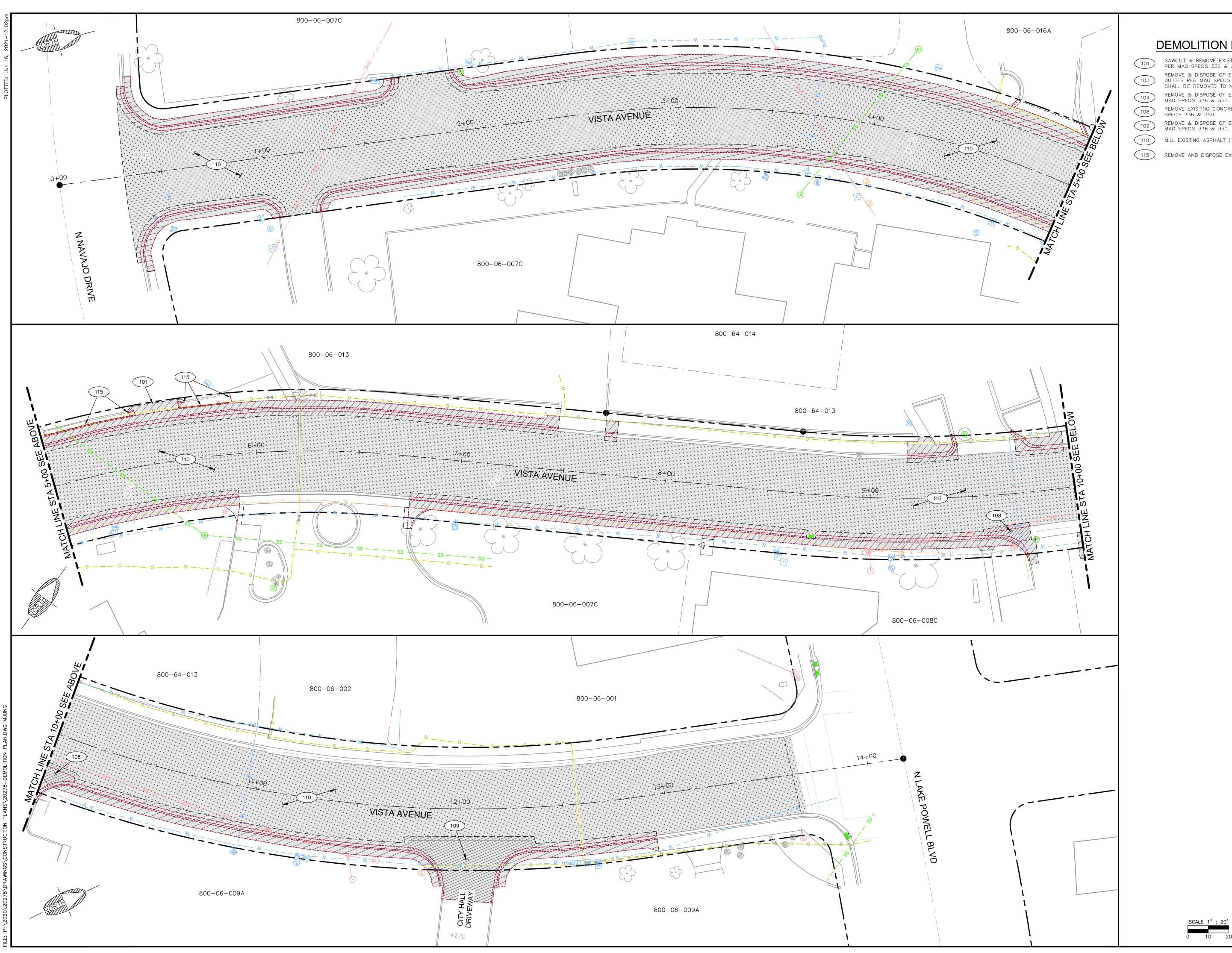




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PROJECTION: TRANSVERSE MERCATOR LATITUDE OF GRID ORIGIN: LONGITUDE OF CENTRAL ME NORTHING AT GRID ORIGIN: EASTING AT CENTRAL MERI	31°00'00" N RIDIAN: 111° 91' 66" W O FT	HORIZONTAL CONTROL PLAN
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MEASURED GRID BEARINGS SH	REA. RUE GEODEDIC NORTH; NOTE THAT THE DWN HEREON (OR IMPLIED BY GRID GEODETIC BEARINGS DUE TO MERIDIAN	
ORTHOMETRIC HEIGHTS (ELEV. NGS CONTROL POINT "AZFL"	TIONS) WERE TRANSFERRED TO THE SITE FROM SING GPS WITH NGS GEOID MODEL "GEOID12A". RE REFERENCED TO THE PUBLISHED ELEVATION	
SPATIAL REFERENCE SYSTEM. THIS SURVEY IS GIVEN BELOW UPON REQUEST). LOCAL NET	USING GPS REFERENCED TO THE NATIONAL A PARTIAL LIST OF POINT COORDINATES FOR (ADDITIONAL COORDINATES ARE AVAILABLE WORK ESTIMATES ARE GIVEN AT THE 95% BASED ON A LEAST-SQUARES ADJUSTMENT OF BSERVATIONS.	-
CONTROL POINT "CP CR SWILATITUDE:N 36.917LONGITUDE:W 111.46ELLIPSOID HEIGHT:4211.053	ONTROL" (POINT #1000) 552 NORTHING: 2153599.1331 5405 EASTING: 832165.3668 FT ELEVATION: 4288.164	
CONTROL POINT "CPR 1.5IN FLATITUDE:N 36.918LONGITUDE:W 111.46ELLIPSOID HEIGHT:4191.796	<u>C" (POINT #1002)</u> 261 NORTHING: 2153990.5908 4081 EASTING: 832494.5353	
	(POINT #1005) 084 NORTHING: 2153327.2975 0 5176 EASTING: 832173.3442 0 0 0<	<u> </u>
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							PAVEMENT 2' OFF EDGE CONCRETE CURB AND 350. CURB & GUTTER JOINT. CONCRETE SIDEWALK PER EY GUTTER PER MAG CONCRETE DRIVEWAY PER EPTH FULL WIDTH)
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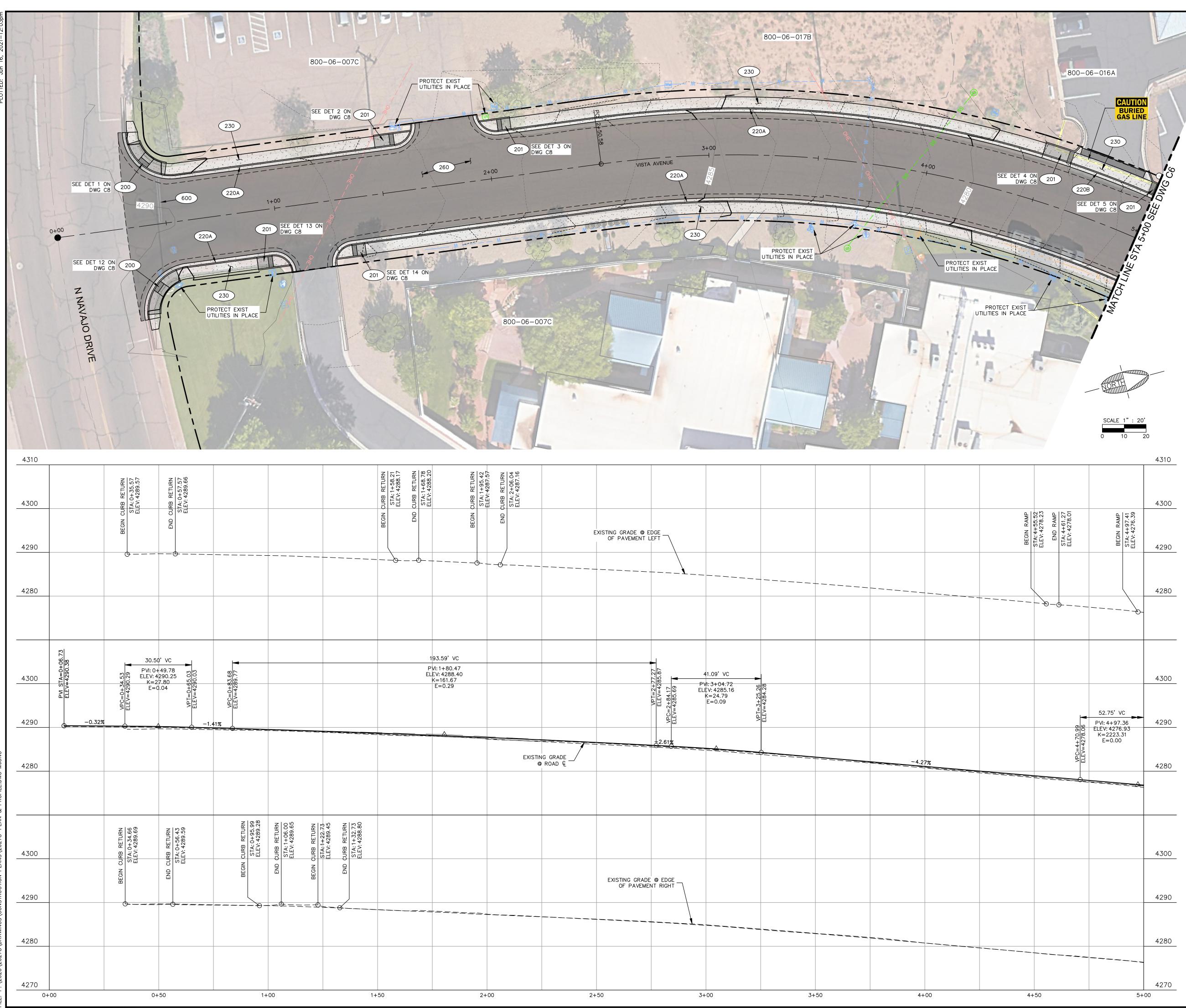
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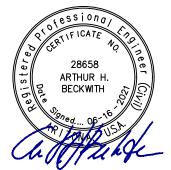
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CONSTRUCTION KEYNOTES 200 CONSTRUCT RADIAL ADA RAMP PER MAG STANDARD DETAIL 236-5 AND DETAIL 1 DWG C2. RADIUS PER RAMP DETAILS ON C7. CONSTRUCT PARALLEL ADA RAMP PER DETAIL 1 ON 201 DWG C2 AND RAMP DETAILS ON DWG C7. CONSTRUCT VERTICAL CURB & GUTTER PER MAG ш (220A) PLAN & PROFILE +00 TO 5+00 STD DTL 220–1 TYPE 'A' CONSTRUCT RIBBON CURB PER MAG STD DTL (220B 220–1 TYPE 'B' CONSTRUCT 5' WIDE CONCRETE SIDEWALK PER MAG 230 CUNSIRUCE S STD DTL 230 240 CONSTRUCT VALLEY GUTTER PER MAG STD DTL 240 (24) CONSTRUCT VALLEY GUTTER REPAIR TO MATCH EXISTING PLACE 1 1/2" ASPHALT OVERLAY PER DETAIL 2 260 TYPE 1 ON DWG C2 VISTA AVE I STA 0+ PLACE 3" ASPHALT DRIVEWAY PATCH PER DETAIL 2 TYPE 2 ON DWG C2 261 \triangleleft 600 REPLACE PAVEMENT MARKINGS TO MATCH EXISTING STA (610) UTILITY RELOCATION PER OWNERS DIRECTION. \geq Ω 50 NUU H=1: AHB 110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax Ц Ц snitz€ X Shept S



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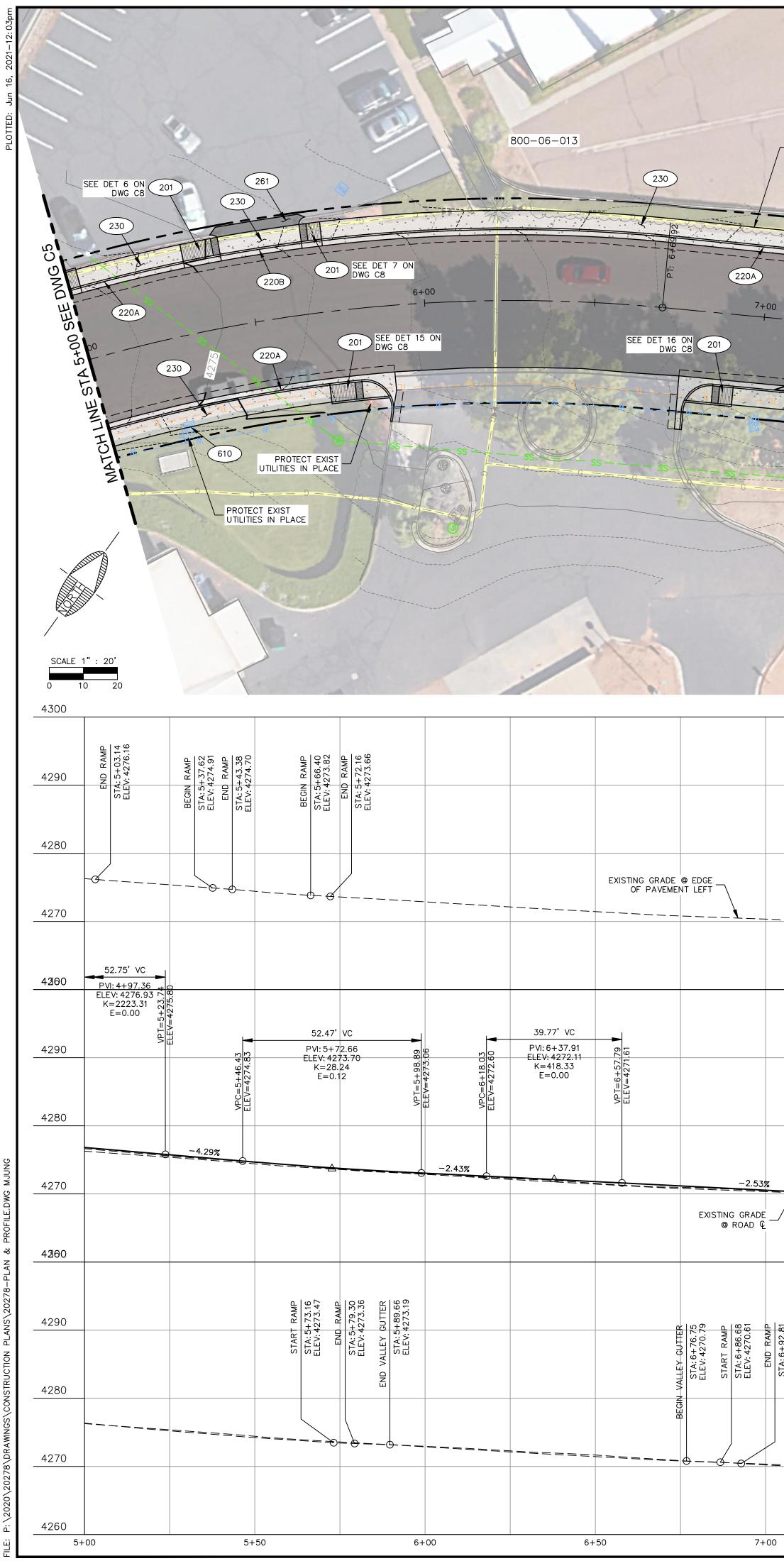
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20A SEE DET DU	8 ON 201 WG C8 201 VISTA AVENUE	201 SEE DET 9 ON DWG C8 8+00 -1 -			PROTECT EXIS CATCH BASIN IN PLACE	9+00	10 ON 201 DWG C8 201 SEE DET 17 DWG	7 G
	800-06-0	DO7C	PEWALK RADES PROTE UTILITIES I	CT EXIST N PLACE		PROTECT EXIST ITIES IN PLACE	MATCH SIDE WALK GRADES	
	BEGIN RAMP BEGIN RAMP STA: 7+39.61 ELEV: 4269.36 END RAMP STA: 7+45.61 ELEV: 4269.20	BEGIN RAMP STA: 7+68.52 ELEV: 4268.64 END RAMP STA: 7+74.52 ELEV: 4268.45 ELEV: 4268.45					BEGIN RAMP STA: 9+30.89 ELEV: 4266.78 END RAMP STA: 9+37.13 ELEV: 4266.80	
-2.53% GRADE	VPC=7+35.31	88.35' VC PV: 7+79.48 ELEV: 4268.53 K=118.46 E=0.08	-1.78%	55.72' VC PVI: 8+51.52 ELEV: 4267.25 K=33.37 E=0.12	CDT=8+70.38 ELE <= 4267.22 ELE <= 4267.22	27.43' VC PVI: 9+12.23 SOLUTION PVI: 9+12.23 ELEV: 4267.13 R=101.47 E=0.01 PVI: 9+12.23 ELEV: 4267.13 R=101.47 E=0.01 PVI: 9+12.23 E=0.01 PVI: 9+12.23 E=0.01 PVI: 9+12.23 E=0.01 PVI: 9+12.23 E=0.01 PVI: 9+12.23 E=0.01 PVI: 9+12.23 PVI: 9+12.23 E=0.01 PVI: 9+12.23 PVI: 9+	VPT=9+25.95	
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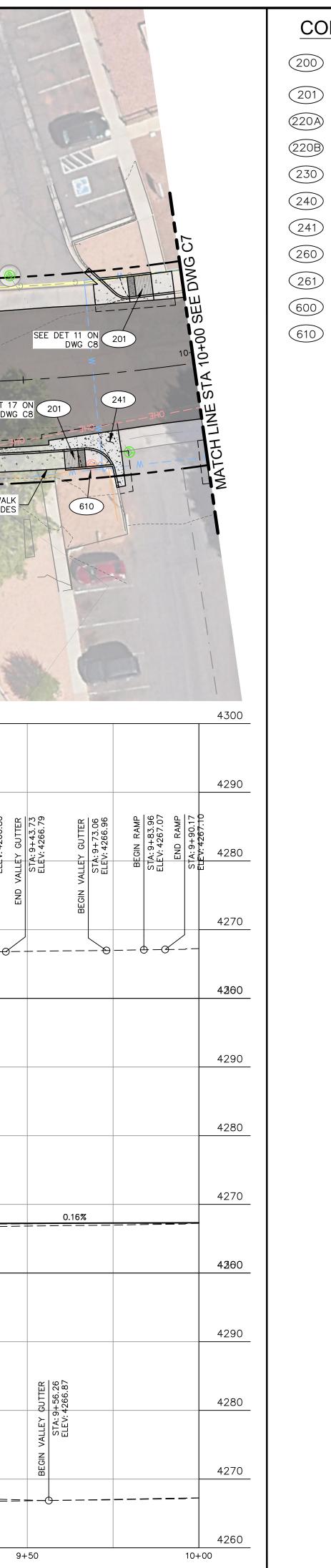
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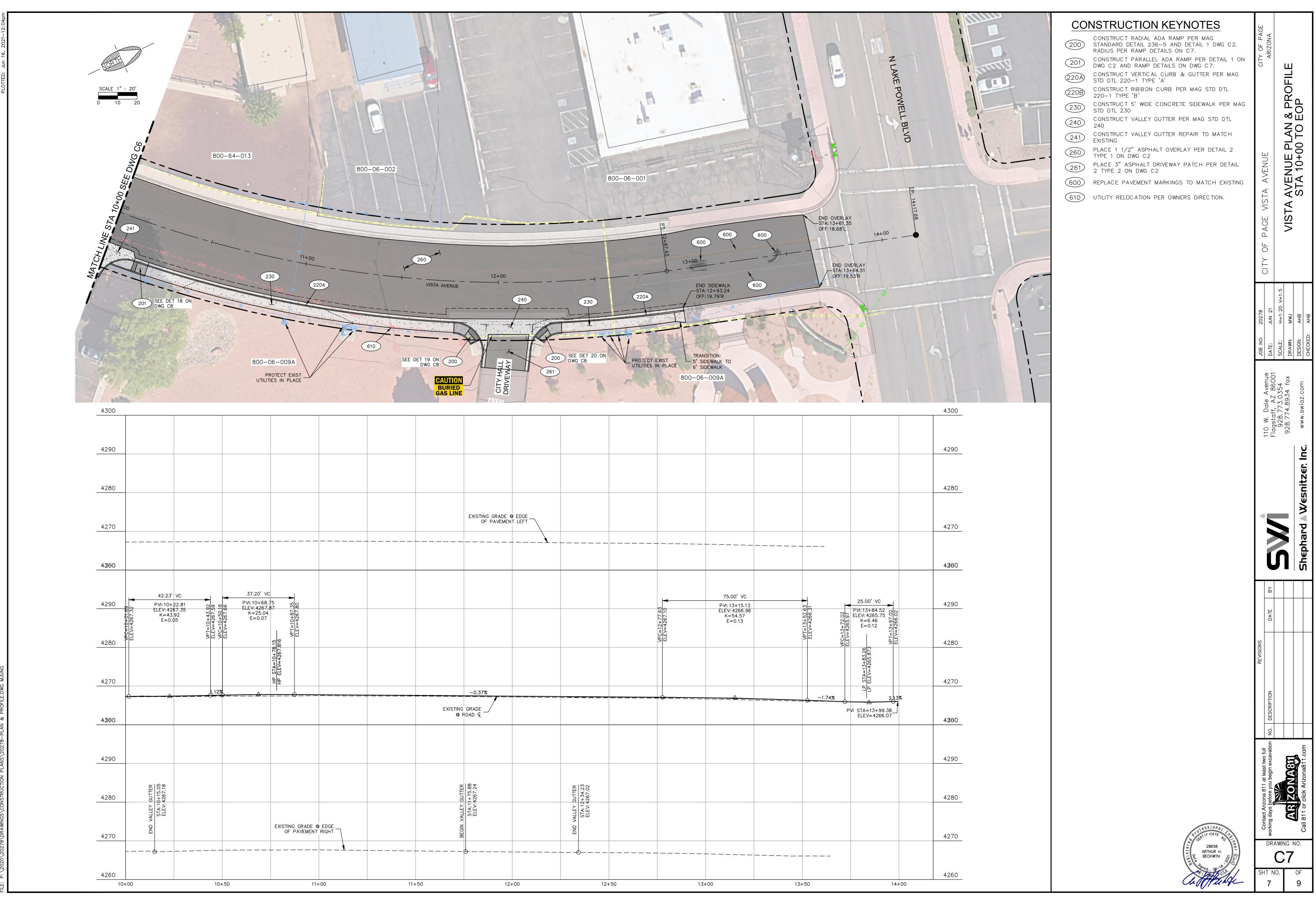
CONSTRUCTION KEYNOTES 200 CONSTRUCT RADIAL ADA RAMP PER MAG STANDARD DETAIL 236-5 AND DETAIL 1 DWG C2. RADIUS PER RAMP DETAILS ON C7. CONSTRUCT PARALLEL ADA RAMP PER DETAIL 1 ON DWG C2 AND RAMP DETAILS ON DWG C7. Ш CONSTRUCT VERTICAL CURB & GUTTER PER MAG OFIL STD DTL 220-1 TYPE 'A' CONSTRUCT RIBBON CURB PER MAG STD DTL 220–1 TYPE 'B' PR 00 CONSTRUCT 5' WIDE CONCRETE SIDEWALK PER MAG STD DTL 230 AVENUE PLAN & STA 5+00 TO 10+ CONSTRUCT VALLEY GUTTER PER MAG STD DTL CONSTRUCT VALLEY GUTTER REPAIR TO MATCH EXISTING PLACE 1 1/2" ASPHALT OVERLAY PER DETAIL 2 TYPE 1 ON DWG C2 PLACE 3" ASPHALT DRIVEWAY PATCH PER DETAIL VEN 2 TYPE 2 ON DWG C2 600 REPLACE PAVEMENT MARKINGS TO MATCH EXISTING \triangleleft STA (610) UTILITY RELOCATION PER OWNERS DIRECTION. TA \geq <u>VIS</u> Ц С 21 H=1. DATE SCAL DRAV 110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax Ц Ц W€snitz€ J Sheph N at least two full u begin excavatic AR ZONA81 Contact orking day Of essiona DRAWING NO. 28658 ARTHUR H. BECKWITH **C6**

SHT NO.

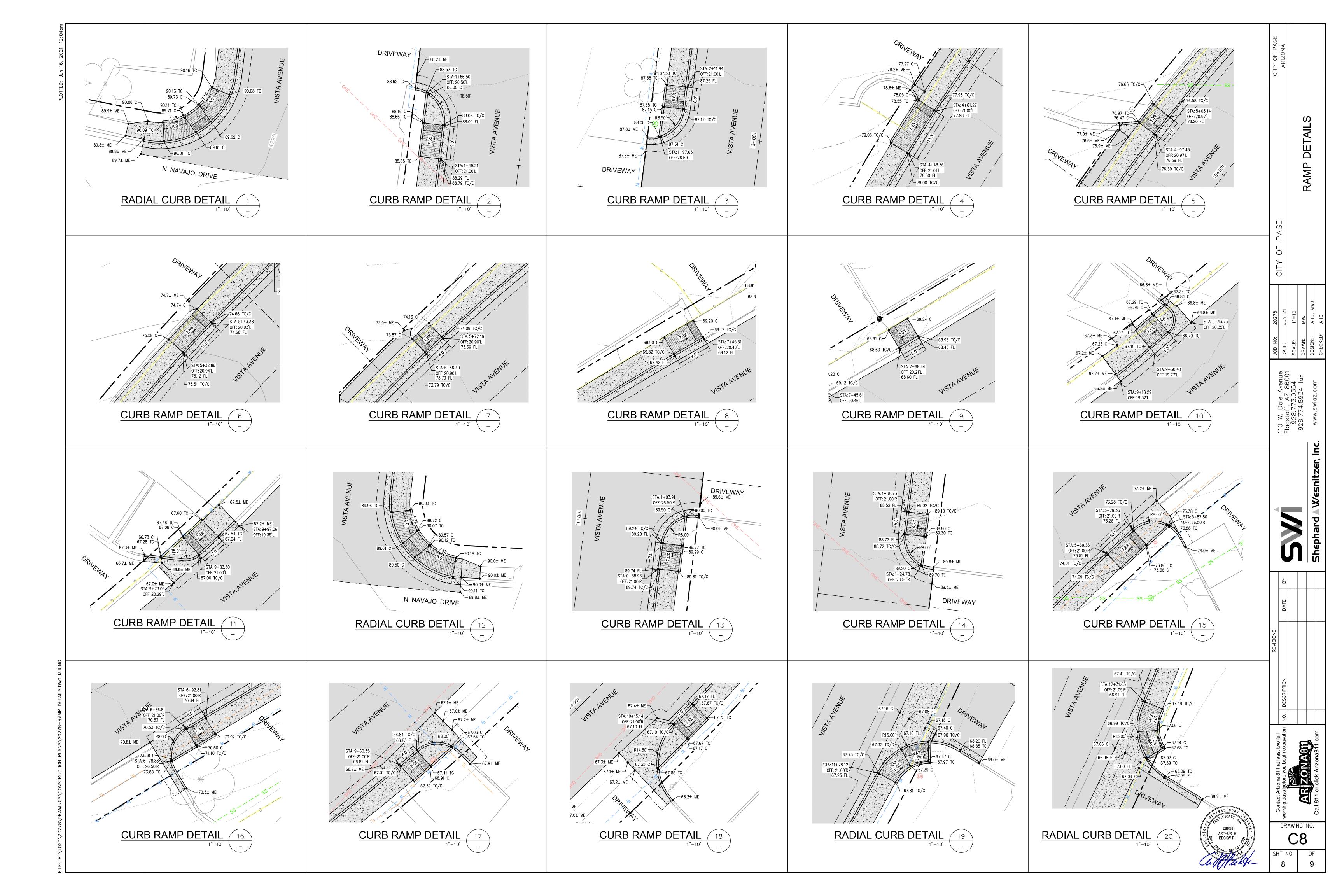
6

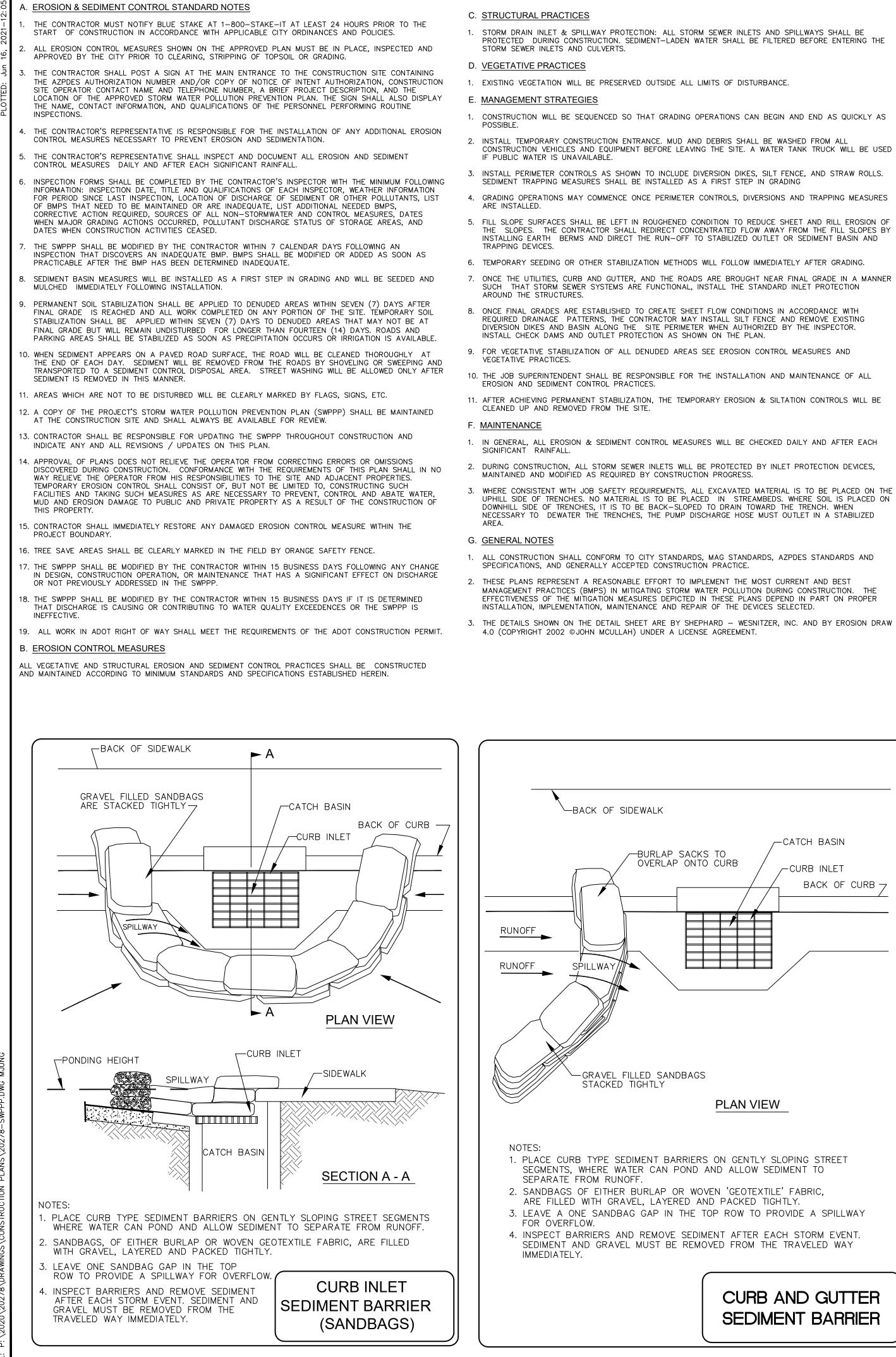
OF

9



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75.00 VC 25.00 VC PH 11 10.3 W PH 12 428,000 Bit 2428,000 Bit 2428,000 Bit 2428,000 Bit 2428,000 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>							
75.00 VC 25.00 VC PH 11 10.3 W PH 12 428,000 Bit 2428,000 Bit 2428,000 Bit 2428,000 Bit 2428,000 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>							
		EXISTING GRADE @ EDGE OF PAVEMENT LEFT					
		\					
						215	
EXISTING GRADE © ROAD Q EXISTING GRADE © ROAD Q ELEV=4266.07 ELEV=4				VPC=12+77.6. ELEV=4267.10	ELEV: 4266.96 K=54.57 E=0.13	VPT=13+52.6 ELEV=4266.3	VPC=13+72.02 ELEV=13+72.02 84:25 73:72.02 84:72
EXISTING GRADE © ROAD Q EXISTING GRADE © ROAD Q ELEV=4266.07 ELEV=4							P STA=13+83.26 ELEV=4265.87
	EXISTING © R				<u> </u>		
	GUTTER	: 4267.24	GUTTER 2+34.23 4267.02				
	BEGIN VALLEY	STA: 1 ELE V:	END VALLEY STA:1 ELEV:				
0 12+00 12+50 13+00 13+50 14+00	(<u></u>					
	0	12+00	12+50	13-	+00	13+50	14+00







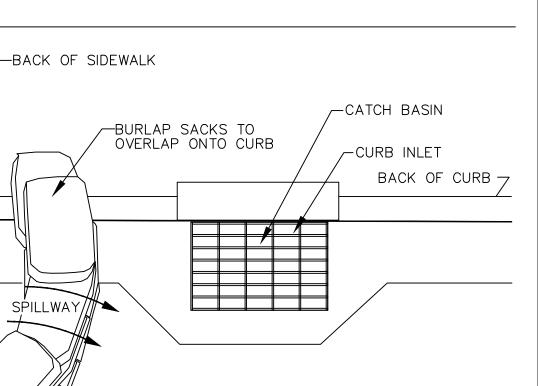
2. SANDBAGS OF EITHER BURLAP OR WOVEN 'GEOTEXTILE' FABRIC, ARE FILLED WITH GRAVEL, LAYERED AND PACKED TIGHTLY. 3. LEAVE A ONE SANDBAG GAP IN THE TOP ROW TO PROVIDE A SPILLWAY 4. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY

1. PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREET SEGMENTS, WHERE WATER CAN POND AND ALLOW SEDIMENT TO

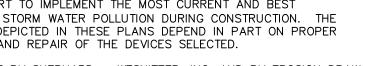
PLAN VIEW

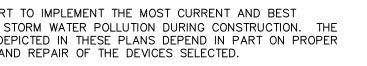
GRAVEL FILLED SANDBAGS STACKED TIGHTLY

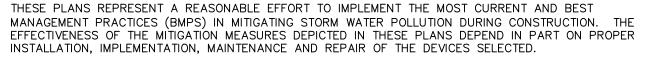
SPILLWAY

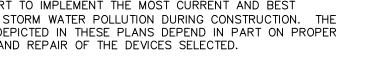


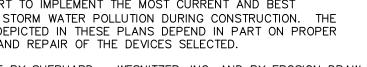
SPECIFICATIONS, AND GENERALLY ACCEPTED CONSTRUCTION PRACTICE.

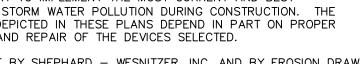


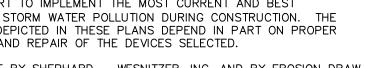


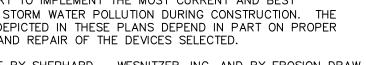


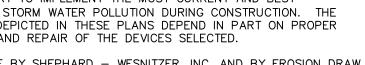


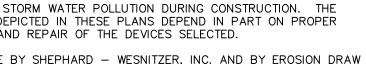


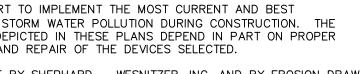


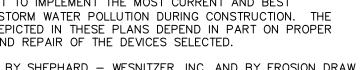


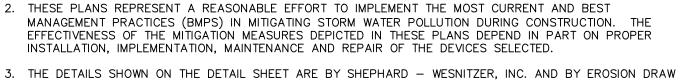


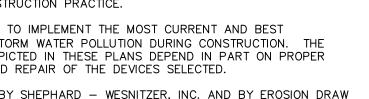


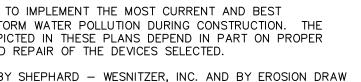


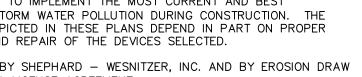


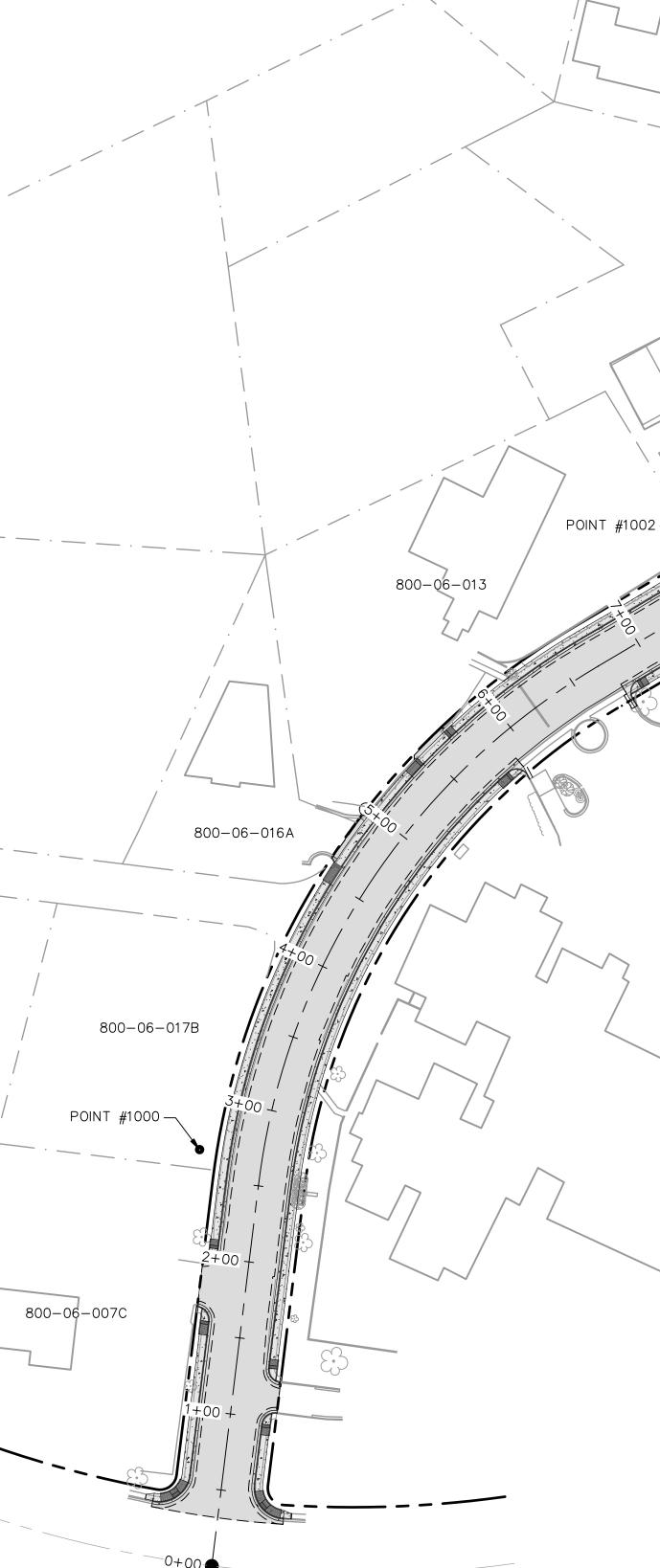












- POINT #1005

LEGEND SCALE 1": 60'

INLET PROTECTION

DRAINAGE FLOW

