



NOTICE OF ADDENDUM

Date: 3/5/2024

RE: CITY OF PAGE DOWNTOWN REVITALIZATION PHASE 1

Revisions have been made to the contract documents. The revisions are for contract clarity, adjustments in dates, liquidated damage cost and minimum liability requirements.

It is the responsibility of all BIDDERS to examine the entire BID DOCUMENTS and ADDENDUMS and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a BID.

The original Bid Form and this Addendum, and associated attachments, shall be submitted with an original ink signature by the person authorized to sign the BID.

No change to bid submittal date.

Sealed bids, including all addendums will be received by the City Clerk for the City of Page, Page City Hall, 697 Vista Avenue, Page, Arizona, until 4:30 PM, March 28, 2024

A handwritten signature in black ink, appearing to read "Kyle Christiansen".

Kyle Christiansen
Director of Public Works
City of Page

2-2 REVISED CONTRACT

PROJECT CITY OF PAGE DOWNTOWN REVITALIZATION PHASE 1

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. CONTRACT DOCUMENTS. The following documents are hereby incorporated by reference into this CONTRACT, and shall be referred to as the CONTRACT DOCUMENTS:

A. Bid Documents to include the (1) Notice of Invitation for Bid; (2) Instructions to Bidders; (3) Bid Form; (4) Bid Schedules; (5) Contractor's Reference Page; (6) List of Subcontractors and Material Vendors; (7) Statement of Bidder Qualification; 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. Uniform Standard Specifications for Public Works Construction, 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 control.

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

The CONTRACTOR shall achieve substantial completion of the entire project not later than December 31, 2024, 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 \$2,000,000.

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. 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.

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

- A. The forced labor of ethnic Uyghurs in the People's Republic of China.
- B. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- C. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

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

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

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

City of Page
An Arizona municipal corporation

Contractor:

By: _____

By: _____

Date _____

Date: _____

Attested By:

Approved as to Form:

Kary Holloway, City Clerk

City Attorney

2-5 REVISED NOTICE TO PROCEED

PROJECT CITY OF PAGE DOWNTOWN REVITALIZATION PHASE 1

CITY CITY OF PAGE
697 VISTA AVENUE
PAGE, ARIZONA 86040

CONTRACTOR _____

DATE _____

You are hereby authorized to proceed with work effective _____, 2024 and fully complete all work by or before December 31, 2024. Liquidated damages of Two Hundred Fifty Dollars (\$250.00) per day are applicable for each day past December 31, 2024, 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 REVISED GENERAL CONDITIONS

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3-1 REVISED 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 stipulation of these General Conditions which pertain to a non-applicable condition shall be excluded from the scope of this CONTRACT.

1. **DEFINITIONS.** 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 submitting a Bid for the work contemplated, acting directly or through an authorized representative.

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

Construction Documents: The 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 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, that agrees to be responsible for the payment of all debts pertaining to the acceptable performance of the work for which the CONTRACTOR has contracted.

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

2. CERTIFICATION. By signature of the Bid Form, BIDDER certifies:

- A. The submission of the BID did not involve collusion or other anti-competitive practices.
- B. The BIDDER shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 31-1461 et seq.
- C. The BIDDER has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted BID.
- D. The BIDDER submitting the offer hereby certifies that the individual signing the BID is an authorized agent for the BIDDER and has authority to bind the BIDDER to the CONTRACT.
- E. That no person has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage or contingency fee, and that no member of the CITY Council or CITY employee has any interest, financial or otherwise, in the Contracting firm.

3. COMPLIANCE WITH LAW. The CONTRACTOR, in the execution of THE WORK, shall conform to all applicable Federal, State, and local laws, rules and regulations. If CONTRACTOR observes that the CONSTRUCTION DOCUMENTS are at variance therewith, it shall promptly notify CITY in writing, and any necessary changes shall be made as provided in this CONTRACT

for changes in work. CONTRACTOR shall bear all costs arising from work performed contrary to such laws, rules and regulations, and without such notice to CITY.

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

4. LICENSES. THE WORK to be performed under the CONTRACT will be subject to the provisions on Title 34 of the Arizona Revised Statutes (A.R.S. § 34-101 through 34-461, as amended), if applicable. All BIDDERS and their subcontractors shall be duly licensed to perform THE WORK at the time the BID is submitted pursuant to all applicable laws, rules and regulations. At all times thereafter, while performing THE WORK, CONTRACTOR shall maintain in current status all licenses, permits, certifications, approvals and authorizations necessary to perform all obligations as set forth in the 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. PROVISIONS REQUIRED BY LAW. All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over construction for the project shall apply to the CONTRACT throughout, and they shall be deemed to be included in the CONTRACT the same as if each were fully set forth verbatim herein. Contractor shall be familiar with and at all times shall observe said laws, rules and regulations.

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

No claim for any changed or EXTRA WORK of any kind shall be allowed unless the work is ordered and approved in writing by the CITY in the form of a CHANGE ORDER. No anticipated profits shall be allowed for work deleted.

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

If CONTRACTOR, in the course of THE WORK, finds any discrepancy between the CONSTRUCTION DOCUMENTS and the physical conditions of the locality, or any errors or omissions in the CONSTRUCTION DOCUMENTS or in the layout as given by points and instructions, it shall be CONTRACTOR's duty to immediately inform CITY, in writing, and CITY shall promptly verify the same. Any work done after such discovery, until authorized in writing, shall be done at CONTRACTOR's risk.

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

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

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

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

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

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

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

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

12. SCHEDULES. CONTRACTOR shall submit at such times as may be requested by CITY, schedules which shall show the order in which CONTRACTOR proposes to carry on THE WORK

with dates at which CONTRACTOR shall start the several parts of THE WORK and estimated dates of completion of the several parts.

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

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

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

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

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

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

Nothing in the warranties contained in the Contract Documents are intended to limit any manufacturer’s warranty which provides CITY with greater warranty rights than set forth in this section or the Contract Documents. CONTRACTOR will provide CITY with all manufacturers’

warranties prior to Substantial Completion, if applicable, or Final Acceptance if Substantial Completion does not apply. CONTRACTOR shall remedy at CONTRACTOR's expense any failure to conform, or any defective work.

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

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

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

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

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

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

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

Re-examination of questioned work may be ordered by CITY, and if so ordered the work must be uncovered by CONTRACTOR. If such work is found to be in accordance with the 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 costs.