



CONTRACT DOCUMENTS

FOR

CITY OF PAGE

BORDER STREET IMPROVEMENTS

City of Page
Department of Public Works

PO Box 1180
697 Vista Ave
Page, Arizona 86040

August 14, 2024

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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 SEPTEMBER 19, 2024**. At that time, bids will be opened and publicly read aloud and recorded by the City Clerk. Bidders are invited but not required to be present at the bid opening. Bids must be in the actual possession of the City Clerk's Office on or prior to the exact time and date indicated above. Late bids shall not be considered and will be returned unopened. The prevailing clock shall be the City Clerk's clock.

Bids must be submitted on the forms furnished and in a sealed envelope. The Invitation for bid's project name and bidder's name and address should be clearly indicated on the outside of the envelope. Bids sent through Federal Express or other express mail agencies must have the bid documents sealed within an additional envelope inside the outer mailer.

The City of Page, Arizona is seeking bids from qualified contractors repair and repave Border Street. The work consists of pulverized existing pavement, road base grading and new pavement. The project is located in the industrial district, within the City of Page boundaries.

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 www.cityofpage.org. 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 *August 28st and September 4th*, 2024.

1-2 INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID. All BIDs shall be on the forms provided in this Invitation for Bid package. It is the responsibility of all BIDDERS to examine the entire BID DOCUMENTS package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a BID.

The Bid Form shall be submitted with an original ink signature by the person authorized to sign the BID. Erasures, interlineations, or other modifications in the BID shall be initialed in original ink by the authorized person signing the BID. CITY shall not reimburse the cost of developing, presenting, or submitting any response to this solicitation. BIDs submitted should be prepared simply and economically, providing adequate information in the straightforward and concise manner.

2. MANDATORY PRE-BID MEETING. NONE SCHEDULED.

3. SUBMISSION OF BID. Submission of a BID shall be considered prima-facie evidence that the Contractor is familiar with and understands all the conditions under which the BID and subsequent CONTRACT is to be awarded, performed, and administered. The CONTRACTOR, if awarded the CONTRACT, shall not be allowed extra compensation by reason of any matter or thing which such CONTRACTOR might have more fully explored or been informed prior to submitting a BID. After the submission of the BID, no complaint or claim that there was any misunderstanding as to the conditions or nature of the work will be entertained.

Submission of additional terms, conditions, or agreements with the BID DOCUMENTS may result in rejection of the BID. BIDDER shall return all BID DOCUMENTS, with the exception of CONSTRUCTION DOCUMENTS, intact and completed as directed.

4. METHOD OF DELIVERY. There are five (5) methods by which BIDDERS can forward this bid package to CITY: Regular U.S. Postal Service (No delivery to CITY Hall-Use P.O. Box); U.S. Postal Express Mail (No delivery to CITY Hall-Use P.O. Box); Federal Express; United Parcel Service; hand delivery. Facsimile BIDs shall not be accepted.

The mailing address for CITY is:

The physical address for CITY is

City of Page
Office of the CITY Clerk
P.O. Box 1180
Page, AZ 86040-1180

City of Page
Office of the City Clerk
697 Vista Avenue
Page, AZ 86040

:

5. QUESTIONS, OMISSIONS, DISCREPANCIES, INTERPRETATIONS AND ADDENDA. All questions regarding discrepancies in, or omissions from, the Scope of Services, or other BID DOCUMENTS, or doubts as to their meaning should be submitted in writing to the Department Director specified in the Notice of Invitation for Bid.

No oral interpretations shall be made to any BIDDER as to the meaning of any of the BID DOCUMENTS, and CITY shall not be bound by any oral interpretation of the BID DOCUMENTS. Oral interpretations or clarifications will be without legal effect.

Any amendment or addendum issued will be forwarded within 5 days to any known recipient of the original IFB. For purposes of receiving any addendum issued, it shall be the sole responsibility of each potential bidder to notify CITY that they have obtained a copy of the original IFB and intend to submit a BID and provide contact information for the receipt of amendments or addendum. The City of Page hereby reserves the right to extend the period of time in which to submit bids.

6. WITHDRAWAL OF BID. At any time prior to the specified Bid submission deadline, a BIDDER may withdraw or revise the BID. Any withdrawal or revision request must be received in writing prior to said deadline. All revisions must be submitted in the same form and manner as the original BID. No 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. LATE BIDS. Late BIDs shall not be considered. Page is considered a rural area by most express delivery carriers and thus, they do not guarantee priority or next day delivery. BIDDERS are encouraged to keep this in mind when arranging delivery of their BIDs and are advised herein that late BIDs shall be rejected and returned to the BIDDER regardless of reason for being late.

8. PRICES. In the event of discrepancy or conflict between the prices quoted in the BID in words and those quoted in figures, the words shall control. The price quoted shall be the total cost the CITY will pay for the project, including furnishing of all materials, equipment, tools, and all other facilities, all applicable taxes, and the performance of all labor and services necessary or proper for completion of the work. Prices quoted shall also include any and all payment incentives available to the CITY.

9. REFERENCES. The BIDDER shall provide a list of 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 award of this project to BIDDER.

10. STATEMENT OF QUALIFICATIONS. As evidence of his competency to perform THE WORK, BIDDER shall complete and submit with his BID the Statement of Bidder Qualifications. Low bidders may be asked to furnish additional data to demonstrate competency. By submitting a BID, BIDDER certifies that he is skilled and regularly engaged in the general class and type of work called for in the BID DOCUMENTS. Additionally, BIDDER shall comply with all provisions of Arizona Revised Statutes, Title 32, Chapter 10.

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

12. DETERMINATION OF SUCCESSFUL BIDDER. Except where CITY exercises the reserved right herein, the CONTRACT shall be awarded by CITY to the RESPONSIVE and RESPONSIBLE BIDDER who has submitted the lowest lump sum BID.

CITY may conduct such investigation as CITY deems necessary to assist in the evaluation of any BID and to establish the responsibility, qualifications, and financial ability of BIDDERS, proposed subcontractors and other persons and organizations to do THE WORK in accordance with the BID DOCUMENTS.

13. AWARD OF CONTRACT. Notwithstanding any other provision in these BID DOCUMENTS, CITY reserves the right to (a) waive any immaterial defect or informality; or (b) reject any or all BIDs, or portions thereof; (c) withdraw, cancel, or reissue this IFB; (d) issue addenda or amend the IFB, including extending deadlines; (e) request additional information and/or clarification from BIDDER; (f) accept any part/portion of any bid with exclusion to other parts/portions; (g) negotiate and/or award a contract only when it is in the best interest of the CITY; and/or (h) take other actions the CITY deems is in the best interest of the CITY. Within 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. BID SECURITY AND BONDING. Each bid must be accompanied by a bond or a cashier's check of the Company, drawn on a national bank, in an amount equal to 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. TIME FOR EXECUTING CONTRACT. Any BIDDER whose BID has been accepted shall be required to execute the CONTRACT and return it to CITY within ten (10) days after receipt of the NOTICE OF AWARD, complete with required bond forms and insurance certificates. Failure or neglect to do so shall constitute a breach of the agreement effected by the NOTICE OF AWARD. The rights and obligations provided for in the CONTRACT shall become effective and binding upon the parties only with its formal execution by the CITY.

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

16. SUSPENSION & DEBARMENT. CITY reserves the right to reject the BID of any person or corporation that has previously defaulted on any contract with CITY or has engaged in conduct that constitutes a cause for debarment or suspension.

17. PROTEST PROCEDURE. The award determination of the Page City Council shall be final.

18. PUBLIC RECORD. All BIDS submitted in response to this invitation shall become the property of CITY and shall become a matter of public record; provided, however, that the BIDDER shall clearly identify information that he considers to be confidential. To the extent that CITY agrees, and current Arizona law supports such designation, such information will be held in confidence whenever possible.

1-3 BID FORM

PROJECT **CITY OF PAGE BORDER STREET IMPROVEMENTS**

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

Bidder's Company Name: _____

The undersigned bidder has carefully examined the BID DOCUMENTS and the site of the work for the [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. _____

Federal Tax ID No. _____

1-4 BID SCHEDULES

PROJECT **CITY OF PAGE BORDER STREET IMPROVEMENTS**

CITY **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 BORDER STREET IMPROVEMENTS

BID TABULATION

Item #	Item Description	Quantity	Unit	Unit Price	Total
DEMOLITION					
1	Pulverize asphalt and leave in place (1,425' x 24')	3,800	SY		
2	Sawcut, pavement edge to adjoining roads	100	LF		
SUBTOTAL					\$
STREET WORK					
3	Moisture Condition, Grade and Compact Existing 6" of Road Base with Pulverized Asphalt	3,800	SY		
4	3" Asphalt Paving (24' wide x 1,425' length)	3,800	SY		
SUBTOTAL					\$
UTILITIES					
5	Manhole - Lower for Sub Grade, Mark, Raise and Collar After Pavement. New Ring and Cover	1	EA		
6	Water Main Valve Can – Lower for Sub Grade, Mark, Raise and Collar after Pavement New Valve Can and Cover	1	EA		
SUBTOTAL					\$
MISCELLANEOUS					
7	Water Truck/Dust Control	1	LS		
8	Traffic Control	1	LS		
9	Mobilization	1	LS		
SUBTOTAL					\$
PROJECT SUBTOTAL					\$
CONTINGENCY (10%)					\$
PROJECT TOTAL					\$

Bidder Name:

Bidder Signature:

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:

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

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

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

Former References:

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

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

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

1-6 LIST OF SUBCONTRACTORS AND MATERIAL VENDORS

PROJECT **CITY OF PAGE BORDER STREET IMPROVEMENTS**

CITY CITY OF PAGE
 697 VISTA AVENUE
 PAGE, ARIZONA 86040

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

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

1-7 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, answer the following:

Date of Organization _____
General or Limited Partnership _____

Name and Address of All Partners:

If other than a corporation or partnership, describe the organization and name principals:

Major types of work done by the organization:

How many years has your organization been in business as a contractor under your present business name? _____

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 CITY OF PAGE BORDER STREET IMPROVEMENTS

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

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

By _____ (Principal)

By _____ (Surety)

2 CONTRACT AGREEMENT DOCUMENTS

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2-1 NOTICE OF AWARD

PROJECT **CITY OF PAGE BORDER STREET IMPROVEMENTS**

CITY CITY OF PAGE
697 VISTA AVENUE
PAGE, ARIZONA 86040

CONTRACTOR _____

DATE _____, 2024

The City of Page, having duly considered the bid submitted on September 19, 2024 for the City of Page **CITY OF PAGE BORDER STREET IMPROVEMENTS** 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:

By _____
Name _____
Date _____

2-2 CONTRACT

PROJECT **CITY OF PAGE BORDER STREET IMPROVEMENTS**

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 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 December 20, 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 \$500.00 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:

An Arizona municipal corporation

City of Page
BORDER STREET IMP
August 14, 2024
Bidder's Initials _____

By: _____

By: _____

Date _____

Date: _____

Attested By:

Approved as to Form:

Kim Larson, City Clerk

City Attorney

2-3 ARIZONA STATUTORY PAYMENT BOND

PROJECT CITY OF PAGE BORDER STREET IMPROVEMENTS

**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 _____, 2024, for the work titled above, which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

By _____ (Principal)

By _____ (Surety)

2-4 ARIZONA STATUTORY PERFORMANCE BOND

PROJECT CITY OF PAGE BORDER STREET IMPROVEMENTS

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 the Obligee, dated the ___ day of _____, 2024, 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 CITY OF PAGE BORDER STREET IMPROVEMENTS

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 for this Project on December 30, 2024 . Liquidated damages of \$ Two Hundred Fifty Dollars (\$250.00) per day are applicable for each day past December 30, 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 GENERAL CONDITIONS

3-1 GENERAL CONDITIONS.....33

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 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.

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. 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.

12. OWNERSHIP OF DOCUMENTS. All original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other

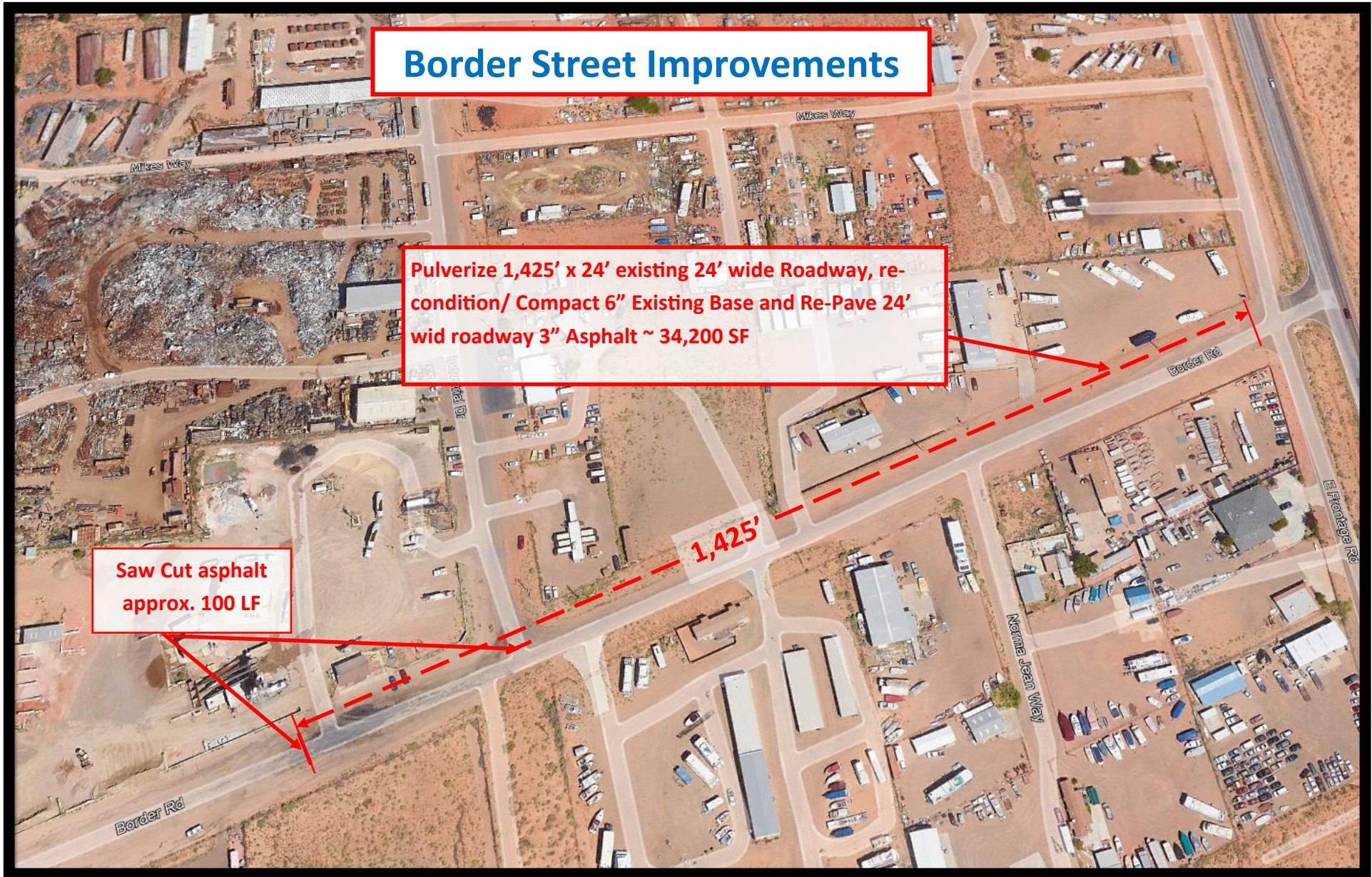
information developed by CONTRACTOR under this CONTRACT shall vest in and become the property of CITY and shall be delivered to CITY upon completion or termination of the services, but CONTRACTOR may retain record copies thereof.

13. 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.

4 CONSTRUCTION PLANS

4-1 MAP



Border Street Improvements

Pulverize 1,425' x 24' existing 24' wide Roadway, re-condition/ Compact 6" Existing Base and Re-Pave 24' wid roadway 3" Asphalt ~ 34,200 SF

Saw Cut asphalt approx. 100 LF

1,425'