



NOTICE OF ADDENDUM

Date: 8/26/2025

RE: DATE STREET MILL & OVERLAY

The original publication contained an incorrect completion date. The correct completion date, as stated in the Notice to Proceed, is December 31, 2025.

Attached to this addendum is the corrected page (Page 22) of the publication documents.

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.

This addendum and attached documents are required to be initialed and submitted as part of the bid documents. The Bid Form and this addendum, and associated attachments, shall be submitted with an original ink signature by the person authorized to sign the BID.

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, September 11, 2025**.

Kyle Christiansen
Director of Public Works
City of Page

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 controlled.

2. TIME. 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 12/31/2025, subject to adjustments of this contract time with approval of the CITY. The Parties acknowledge that time is of the essence and that the 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 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 damage 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 damage 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 damage would be costly or inconvenient.

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

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

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