



**CONTRACT DOCUMENTS
FOR
HORSESHOE BEND PARKING LOT RESURFACING**

City of Page
Department of Public Works
PO Box 1180
697 Vista Ave
Page, Arizona 86040

August 5, 2026

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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, for construction of the Horseshoe Bend Parking Lot Resurfacing, until 4:30 PM, August 27, 2026. 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.

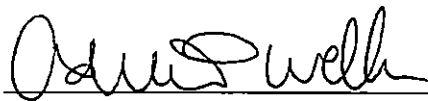
The City of Page, Arizona is seeking bids from qualified contractors to resurface the parking area at Horseshoe Bend. The project consists of the removal of approximately four (4) inches of existing decomposed granite, grading and subgrade preparation, furnishing and installation of a four (4) inch asphalt layer across twelve (12) parking blocks, pavement striping, and associated site work including traffic control, layout and surveying, and site cleanup. The project is located at the Horseshoe Bend parking area within the City of Page boundaries.

Questions and requests for additional specifications and/or bid documents shall be directed to: Tim Westover, PW Director, City of Page, PO Box 1180, Page, Arizona 86040, 928-645-4300. IFB packages may also be accessed on the City of Page website at www.cityofpage.org starting Wednesday, August 5, 2026. 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.

The CONTRACTOR shall achieve substantial completion of the entire project no later than November 13, 2026. Liquidated damages of \$1000.00 per calendar day, established in accordance with Table 108.9, "Failure to Complete on Time," of the MAG Uniform Standard Specifications for Public Works Construction, will be assessed against the CONTRACTOR for each calendar day the Work remains incomplete beyond that date.

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, Deputy

Publish each week for two consecutive weeks in the Lake Powell Chronicle. See publications dated August 5 and August 12, 2026.

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 a straightforward and concise manner.

2. 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 intact and completed as directed.

3. 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:

City of Page

Office of the CITY Clerk

P.O. Box 1180

Page, AZ 86040-1180

The physical address for CITY is:

City of Page

Office of the CITY Clerk

697 Vista Avenue

Page, AZ 86040

4. QUESTIONS, OMISSIONS, DISCREPANCIES, INTERPRETATIONS AND ADDENDA.

All questions regarding discrepancies in or omissions from, the Scope of Work, 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.

5. 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 its 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.

6. 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.

7. 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.

8. REFERENCES. The Bidder shall provide a list of three (3) current and three (3) 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.

9. STATEMENT OF QUALIFICATIONS. As evidence of its competency to perform the Work, Bidder shall complete and submit with its 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 it 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.

10. 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 Material Vendors 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 the Contract Documents.

11. 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.

12. AWARD OF CONTRACT. Notwithstanding any other provision in these Bid Documents, CITY reserves the right to (a) waive any immaterial defect or informality; (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 thirty (30) 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.

13. 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 certificates of insurance. 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.

14. PROTEST PROCEDURE. Bid protests shall be submitted in writing to the Public Works Director at the address above, or to publicworks@pageaz.gov, within 72 hours of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, Project Manager, or others, CITY will respond to the protest. CITY reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

15. 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 it 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 HORSESHOE BEND PARKING LOT RESURFACING

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 Horseshoe Bend Parking Lot Resurfacing 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 (\$ _____)

Date	
Name of Bidder	
Signature of Bidder	
Title of Bidder	
Address	
Telephone Number	

Bidder shall have the following License(s) to perform the Work specified herein:

Arizona Contractor's License No.	
Federal Tax ID No.	

1-4 CONTRACTOR'S REFERENCE PAGE

PROJECT HORSESHOE BEND PARKING LOT RESURFACING

CITY CITY OF PAGE

697 VISTA AVENUE

PAGE, ARIZONA 86040

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 6 references (3 Current and 3 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	

1-5 LIST OF SUBCONTRACTORS AND MATERIAL VENDORS

PROJECT HORSESHOE BEND PARKING LOT RESURFACING

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
Traffic Control		
Demolition / Removal		
Earthwork / Grading		
Subgrade Preparation		
Asphalt Paving		
Pavement Striping and Marking		
Surveying and Layout		
Erosion / Dust Control		
Site Cleanup		
Other (specify)		

1-6 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

[illegible]

2 CONTRACT AGREEMENT DOCUMENTS

2-1 NOTICE OF AWARD

PROJECT HORSESHOE BEND PARKING LOT RESURFACING

CITY CITY OF PAGE

697 VISTA AVENUE

PAGE, ARIZONA 86040

CONTRACTOR

DATE _____, 2026

The City of Page, having duly considered the bid submitted on August 27, 2026 for the City of Page HORSESHOE BEND PARKING LOT RESURFACING 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 return it to CITY 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.

Tim Westover Director of Public Works

RECEIVED AND ACCEPTED BY CONTRACTOR:

By	
Name	
Date	

2-2 CONTRACT

PROJECT HORSESHOE BEND PARKING LOT RESURFACING

CITY CITY OF PAGE

697 VISTA AVENUE

PAGE, ARIZONA 86040

CONTRACTOR

The following CONTRACT contains terms and conditions which CONTRACTOR must be prepared to accept upon receipt of a Notice of Award. If a Bidder requests modification to any of the terms and conditions contained in the CONTRACT, these must be identified specifically with Bid submission; otherwise by submitting a Bid, the Bidder indicates that it is willing to enter into the CONTRACT as written. Failure to identify contractual issues of dispute may be the basis for the CITY disqualifying a Bidder. Any exceptions to terms, conditions, or other requirements must be clearly stated.

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) Contractor's Reference Page; (5) List of Subcontractors and Material Vendors; and (6) Statement of Bidder Qualification.

B. Contract Agreement Documents to include the (1) Notice of Award; (2) Contract; and (3) Notice to Proceed.

C. General Conditions

D. Technical Specifications, if any

E. Addenda to the Plans and Specifications, if any

F. 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. TIME. The date of commencement of the project shall be the date fixed in the "Notice to Proceed" issued by the CITY. The Contract Time shall be measured from the date of commencement. The CONTRACTOR shall achieve substantial completion of the entire project not later than November 15, 2026, 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.

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. LIQUIDATED DAMAGES. In the event the CONTRACTOR fails to complete the Work on or before the completion date specified in Section 2 above, or any duly authorized extension thereof, liquidated damages shall be assessed against CONTRACTOR, not as a penalty, but as compensation for the increased costs of contract administration, inspection, and engineering, in the amount of \$1,241.00 per calendar day that the Work remains uncompleted. This rate is established in accordance with Table 108.9, "Failure to Complete on Time," of the MAG Uniform Standard Specifications for Public Works Construction, latest edition, based on an estimated Contract amount of \$400,000.00, and shall be adjusted to conform to Table 108.9 if the final Contract amount differs. Liquidated damages so assessed may be deducted by CITY from any monies due or to become due to CONTRACTOR, or CONTRACTOR shall pay such amount to CITY upon demand. 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.

4. FINAL ACCEPTANCE. Unless otherwise expressly agreed to in writing by CITY, Final Acceptance must be obtained by no later than 30 calendar days after the date the Work is completed. Failure to timely obtain Final Acceptance will be a material breach of the CONTRACT. Upon receipt of written notice that the Work is ready for final inspection and acceptance, CITY and CONTRACTOR will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial acceptance. Final Acceptance shall not occur until all items of Work, including Punch List Items, have been completed to CITY's satisfaction as reflected in the written Final Acceptance.

5. 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(C). Retention will be in accordance with A.R.S. § 34-221(C).

Subject to all of CITY's rights to withhold or offset payment, and other rights under the CONTRACT, Final Payment shall be paid only after: (a) the Work has been fully completed and the written Final Acceptance has been issued by CITY; (b) necessary operating manuals, any excess materials and supplies, and complete "as-built" information have been delivered to CITY; (c) full and unconditional lien waivers and releases by CONTRACTOR and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to CITY; and (d) CONTRACTOR delivers to CITY a Payment Request Form requesting Final Payment.

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. CONTRACTOR shall make all payments, in the time required, of all labor and materials furnished to CONTRACTOR in the course of the Work. CONTRACTOR agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of CITY shall be filed or made in connection with the Work, and CONTRACTOR agrees to remove or cause to be removed any such liens or claims within ten (10) calendar days upon receiving notice or obtaining actual knowledge thereof. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY from and against any and all such liens and claims.

6. 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.

7. 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. CONTRACTOR shall employ suitably trained and skilled personnel to perform all work under this CONTRACT. CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractor(s) and of persons directly or indirectly employed by subcontractor(s).

8. INSURANCE. CONTRACTOR, at its 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. CONTRACTOR's insurance shall be primary insurance in regard to the CITY. The policies shall contain a waiver of subrogation against CITY, its agents, officers, officials and employees. The City shall be named as an additional insured. Prior to commencing work under this CONTRACT, CONTRACTOR shall furnish the CITY with Certificates of Insurance evidencing the required coverage. The CONTRACTOR shall carry at all times the following insurance coverage:

Comprehensive Commercial General Liability: Combined Single Limit Bodily Injury/Property Damage — not less than \$1,000,000.

Automobile Liability: Bodily Injury — \$250,000 each person / \$500,000 each occurrence; Property Damage — \$100,000 each occurrence.

Workers' Compensation: statutory limits, and Employer's Liability of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. Any subcontracted work shall require the Subcontractor to carry the same coverage.

9. INDEMNIFICATION. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and each council member, officer, employee or agent thereof, from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) to which any such party may become subject, to the extent caused by the negligent acts, recklessness or intentional misconduct of the CONTRACTOR, its officers, employees, agents, or any tier of subcontractor in connection with CONTRACTOR's work or services in the performance of this CONTRACT.

10. INDEPENDENT CONTRACTOR STATUS. It is understood and agreed that CONTRACTOR is an independent contractor, and nothing herein shall constitute, create, give rise to, or otherwise recognize an employment relationship, joint venture, partnership, or formal business association of any kind between the parties, other than as contracting parties.

11. ASSIGNMENT. CONTRACTOR shall not assign its rights to this CONTRACT, in whole or in part, without prior written approval of CITY, which approval shall not be unreasonably withheld.

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

13. TERMINATION FOR CONVENIENCE. CITY may terminate this CONTRACT at any time by giving written notice to CONTRACTOR at least thirty (30) days before the effective date of such termination. CONTRACTOR shall be paid an amount based on the time and expense incurred prior to the termination date; no payment shall be allowed for anticipated profit on unperformed work.

14. NON-APPROPRIATION OF FUNDS. This CONTRACT may be terminated without penalty to the CITY if there are not sufficient appropriated and available monies for the purpose of maintaining CITY obligations under this CONTRACT. CITY shall have no further obligation to CONTRACTOR other than to pay for services rendered prior to termination.

15. CHOICE OF LAW/VENUE. The CONTRACT and all Contract Documents shall be construed in accordance with and governed by the laws of the State of Arizona. Any court action to enforce any provision of the CONTRACT shall be brought in the Superior Court, Coconino County, Arizona, and each party expressly consents to the jurisdiction and venue of such Court.

16. 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.

17. A.R.S. § 41-4401. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and subcontractors, including the E-verify program, pursuant to A.R.S. § 41-4401. A breach of this section shall be deemed a material breach of the CONTRACT subject to penalties up to and including termination.

18. A.R.S. § 35-393. 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.

19. 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	Contractor:
An Arizona municipal corporation	
By: _____	By: _____
Date: _____	Date: _____
Attested By:	Approved as to Form:
City Clerk	City Attorney

2-3 NOTICE TO PROCEED

PROJECT HORSESHOE BEND PARKING LOT RESURFACING

CITY CITY OF PAGE

697 VISTA AVENUE

PAGE, ARIZONA 86040

CONTRACTOR

DATE _____

You are hereby authorized to proceed with work effective _____, 2026 and substantially complete all Work by or before November 15, 2026. Liquidated damages of \$1000.00 per calendar day, established in accordance with Table 108.9, "Failure to Complete on Time," of the MAG Uniform Standard Specifications for Public Works Construction, are applicable for each day past November 13, 2026 for which work on this Project is not complete, unless otherwise provided.

Tim Westover Director of Public Works

RECEIVED AND ACCEPTED BY CONTRACTOR:

By	
Name	
Date	

3 GENERAL CONDITIONS

3-1 GENERAL CONDITIONS

The following Provisions are general in scope and may refer to conditions which will not be encountered in the performance of the Work included in the 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 the CONTRACT.

1. DEFINITIONS. Whenever in these Bid or Contract Documents, or in any document of instruction where these Bid or Contract 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 the documents so identified in the CONTRACT and in the bid package.

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 plans, specifications, and drawings, if any, prepared, issued and approved by CITY for construction. All amendments and modifications to the Construction Documents must be approved in writing by CITY prior to incorporation into the CONTRACT.

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 and Technical Specifications (if any), Instructions to Bidders, General Conditions, Special Conditions (if any), Contract, Contractor's Reference Page, 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.

Final Acceptance: The CITY's acceptance of the project from the CONTRACTOR after all Work is completed, tested, and inspected in accordance with the contract requirements.

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.

Project: The Project specified in the Bid Documents.

Punch List: The list initially prepared by CONTRACTOR pursuant to the Contract Documents, reviewed and supplemented by the CITY and approved by CITY containing items of incomplete work not impacting Substantial Completion, to be completed or corrected by CONTRACTOR after Substantial Completion and before Final Acceptance.

Responsible Bidder: A Bidder determined by CITY to have the ability, capability, experience, skill, equipment, facilities, and financial resources to perform the CONTRACT in accordance with the bid specifications.

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.

Substantial Completion: The date when the CITY determines that the Work is essentially and satisfactorily complete in accordance with the Contract Documents such that the Project is ready for use by the CITY for its intended purpose, including that paving is completed, striping and signage installed, and other work as applicable has been performed to a similar state of essential and satisfactory completion.

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 that: A. The Bid is genuine and not made in the interest of, or on behalf of, any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; C. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; 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; and E. 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 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 in the specifications.

4. LICENSES. The Work to be performed under the CONTRACT will be subject to the provisions of 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 Contract 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 its opinion, it should receive extra compensation, it shall make a written request to the Department Director named herein, or his properly authorized agent, for a written Change Order. 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 its 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 its 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. CONTRACTOR shall exercise care to protect from injury all water lines, sanitary sewer lines, gas mains, telephone cables, electric cables, service 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.

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 and Subcontractors, 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. 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.

Unless otherwise specified in the Contract Documents, CONTRACTOR shall provide to CITY a General Warranty of one (1) year, and shall provide manufacturer's warranties for materials such as asphalt paving and pavement markings in a form acceptable to CITY. Nothing in the warranties contained in the Contract Documents is intended to limit any manufacturer's warranty which provides CITY with greater warranty rights. CONTRACTOR shall remedy at CONTRACTOR's expense any failure to conform, or any defective work.

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. 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.

14. OWNERSHIP OF DOCUMENTS. All original field data, estimates, field notes, documents, reports, calculations, 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.

15. 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. 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 Construction Documents, CITY shall pay the costs of re-examination and replacement. If such work is found not to be in accordance with the Construction Documents, CONTRACTOR shall pay such costs.

4 ADDENDUM TO PLANS AND SPECIFICATIONS

(To be included if needed during the bid process)