

Inscription Canyon Ranch Sanitary District Treatment Plant Expansion Project Contract Documents

August, 2019

Treatment Plant Location: 14000 Grey Bears Trail, Prescott, AZ



Prepared For:
ICR Sanitary District
PO Box 215
Chino Valley, AZ 86323

Prepared by:
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SECTION I – INVITATION TO BID

INVITATION TO BID ICR SANITARY DISTRICT TREATMENT PLANT EXPANSION TO 90,000 GALLONS PER DAY

The ICR Sanitary District (ICRSD) is seeking bids for the construction of the Improvements to the Wastewater Treatment Plant as part of the Expansion Project. Work includes all labor, materials, equipment and incidentals required for the construction of proposed improvements.

Any questions regarding the contract documents should be directed to the District Manager, ICR Sanitary District.

Bids will be received by the District until 4:00 pm September 26, 2019. Bids may be received via email or delivered to the District Accounting Office at 246 N Hwy 89, Chino Valley or to the USPS Post Office in Chino Valley. The following conditions apply:

Emailed Bids:

These must include the complete bid form and other required documents in PDF version, in a single PDF file that includes all the required bid submittal documents. Bids must be received at the following email address by 4:00 pm September 26, 2019:

r.busch@icrsd.net

USPS Bids:

Bids submitted via USPS must be received by the Chino Valley Post Office prior to delivery of the mail to the District's Post Office Box 215, Chino Valley, Az 86323 on Thursday, September 26, 2019. It is the Bidders responsibility to submit their bid with sufficient time to insure it is received by the Board at the PO Box on the 25^{6th}.

The ICR Sanitary District reserves the right to reject any or all bids and waive any irregularities or informalities. The ICR Sanitary District also reserves the right to award based on any combination of base bid and/or bid alternates it deems appropriate.

SECTION II – INSTRUCTIONS TO BIDDERS

1. DEFINITIONS & STANDARD DOCUMENTS

Terms used in the Instructions to Bidders, which are defined in the Construction Contract, have the meanings assigned to them in the Supplementary General conditions. The term “Bidder” means one who submits a bid directly to the Owner, as distinct from a sub-bidder, who submits a bid to the Bidder. The term “Successful Bidder” means the most qualified, responsible, responsive Bidder to whom the Owner (on the basis of the Owner’s evaluation as hereinafter provided) makes an award. The term “Bidding Documents” includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (plans and technical specifications), including all Addends issued prior to receipt of Bids.

Construction of this project shall be in accordance with the plans and specifications and the requirements of the latest edition of the following separate documents, except as modified and supplemented by these Contract Documents:

Uniform Standard Specification for Public Works Construction (most current)
Maricopa Association of Governments (MAG) (most current)
Yavapai Association of Governments (YAG) (most current)

2. QUALIFICATIONS OF BIDDER

Each Bid must contain evidence of the Bidders qualifications to do business in the State of Arizona, experience on projects of similar size and type of construction, and references with contact names and phone numbers.

As evidence of his competency to perform the Work, the Bidder shall complete and submit with his Bid the Bidder’s Qualification Statement, which is bound in these Contract Documents. Low Bidders may be asked to furnish additional data to demonstrate competency.

3. EXAMINATION OF CONTRACT DOCUMENTS AND INSPECTION OF WORK SITE

Documents, drawings and specifications are available to Bidders electronically at <https://www.icrsd.net>. Paper copies of any or all of these documents may be made available at a cost to the bidder by contacting: Bob Busch, District Manager, phone: 928-713-0548.

Bidders should be aware that tanks adjacent to the new clarifier were place in a pea gravel bed. Shoring of adjacent tanks may be required to place the new clarifier tank in position. Other methods may be considered, including changing of the tank location with the engineer’s approval.

It is the responsibility of each Bidder, before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with the local conditions that may affect the cost, progress, performance or furnishing of the Work, (c) consider Federal, State and local laws, regulations and ordinances that may affect cost, progress performance or furnishing of the Work, (d) study and carefully correlate Bidder’s observations with the Contract Documents, (e) notify the Owner, or Owner’s Representative, of all conflicts, errors or discrepancies in the Contract Documents, (f) check and double check all computations before final submission prior to Bid opening.

Reference is made to the Supplemental General conditions and/or Technical Specifications for identification of:

Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground facilities) which are at, or contiguous to, the site which have been utilized by the Engineer/Architect in preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such drawings, but not on the completeness thereof for the purposes of bidding or constructions.

Information and data reflected in the Contract Documents with respect to underground facilities at, or contiguous to, the site is based upon information and data furnished to Owner and Engineer/Architect by owners of such underground facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided.

Before submitting a Bid, each Bidder will, at Bidder’s own expense, make or obtain any additional examination,

investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work, and which Bidder deems necessary to determine its Bid for performing and furnishing of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for the submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

The lands upon which the Work is to be performed are to be considered rights-of-way and easements for access thereto. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the Owner unless otherwise provided in the Contract Documents.

The submission of a Bid will constitute incontrovertible representation by the Bidder that bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

4. INTERPRETATIONS & ADDENDA OF CONTRACT

All questions about the meaning or intent of the Contract Documents are to be directed to the ICRSD MANAGER. Interpretations or clarifications considered necessary in response to such questions will be forwarded to the design Engineer/Architect for clarification and an addendum may be prepared and mailed or delivered to all parties recorded as having received Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer/Architect.

A pre bid conference may be invoked at the option of the Owner to establish a formal question and answer forum, which may also lead to issuance of Addenda.

5. CONTRACT TIME

The number of days within which, or the dates by which the Work is to be substantially completed, and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

6. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement (refer to par 4.3 of the Agreement).

7. SUBSTITUTE or "OR- EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specification that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to ICRSD MANAGER, application for such acceptance will not be considered by ICRSD MANAGER until after the Effective Date of the Agreement.

8. SUBCONTRACTORS

It is not permissible to subcontract more than 49% of the total bid price of this project. Subcontractor list (page 18) must be filled out and submitted as part of the Bid package.

9. BID FORM

The Bid form is included with the Bidding Documents. The Bid Form shall not be removed from the Contract Documents.

All blanks on the Bid Form must be completed in ink or by typewriter. Failure to fill in all blanks properly may disqualify your Bid.

Bids by a corporation must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the Secretary or an Assistant Secretary. The Corporate address and state of incorporation must be shown below the signature.

All names must be typed or printed below the signature.

The bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

The address and telephone number for communications regarding the Bid must be shown.

10. SUBMISSION OF BIDS

Bids shall be submitted; at the time and place indicated in the Advertisement or Invitation to bid and shall be enclosed in a opaque sealed envelope, marked with Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Performance Bond (form attached) and the required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelop with the notation "BID ENCLOSED" on the face of it.

11. MODIFICATIONS and WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work to be provided under the Contract Documents. Failure to send written notice of material and substantial mistakes within twenty-four hours will leave the Bidder at full risk liable at law for performance of contract, if contract is awarded, or for liquidated damages in lieu of performance, or for forfeiture of Bid Security, at the Owner option in an amount not less than 10% of the Bid.

12. BID OPENING

Bids will be opened and (unless obviously non responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids. Any Bids received after the time indicated in the Invitation to Bid shall be returned unopened to the Bidder.

13. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance for forty-five days after the day of the Bid Opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

14. AWARD OF CONTRACT

Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if the Owner believes that it would not be in the best interest of the project to make an award to that

Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or before the Notice of Award.

Owner may consider the qualification and experience of subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of subcontractors, suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantee of major item of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

Owner may conduct such investigation as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualification and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

If the Contract is to be awarded, it will be awarded to the lowest responsive, responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the project and the Owner.

Owner reserves the right to award the Contract based on any combination of the base bid and bid alternates it deems appropriate.

15. BOND

This project requires Bidders include a certified check, cashier's check or surety bond for ten percent of the amount of the bid. As a guarantee that the successful bidder will enter into a contract.

16. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within (15) fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within (10) ten days thereafter, Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the approved Drawing with appropriate identification.

SECTION III – BID FORM

PROJECT IDENTIFICATION: ICR Sanitary District Plant Expansion to 90,000 Gallons per Day

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid, and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for forty-five days after the day of Bid Opening. BIDDER will sign and submit the Agreement and other documents required by the Bidding requirements within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledge):
 - (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions, which are identified in the Technical Specifications.
 - (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to the supplement referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the Supplementary General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
 - (e) BIDDER has reviewed and checked all information and data shown or indicated the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data with respect to said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions to the Contract Documents.
 - (f) BIDDER has correlated the results of all such observation, examination, investigation,

explorations, test, reports and studies with the terms and conditions of the Contract Documents.

(g) BIDDER has given ICRSD written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ICRSD is acceptable to BIDDER

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed firm or corporations and is not submitted in conformity with any Agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to obtain for itself any advantage over any other Bidder of over OWNER.

(i) BIDDER understands, has read and accepts full responsibility and liability for the provisions of this Section II, Instructions to Bidders.

4. BIDDER will complete the Work for the following price(s):

ITEM	SPEC	DESCRIPTION	UNIT	QTY	UNIT PRICE	SUB TOTAL
	1019.5.1	Demolition				
1	1019.5.2	Clearing and Grubbing				
2	1019.5.3	Grading				
3	1019.5.4	Existing Remodel Building				
4	1019.5.5	Electrical Service & panel Upgrades				
5	1019.5.7	Generator and Concrete Pad				
6	1019.5.8	Seeding/Gravel Replacement				

Total Bid – Lump Sum _____

Bid Total _____

Dollars (Written Words)

Signature of Company Official

Title

Company Name

Phone Number

Address

Fax Number

City, State

Zip Code

5. BIDDER agrees the Work will be substantially completed by _____ . BIDDER accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work on time.

- 6.
- 7.
- 8.
- 9.
- 10.
- 11.

12. The following documents are attached to and made a condition of the Bid:

- (a) Arizona State Contractor's License Classification
- (b) Bidder's Qualification Statement
- (c) Proposed Subcontractors
- (d) Proposed Project Schedule

13. Communications concerning this Bid shall be addressed to:

ICR Sanitary District
ATTN: District Manager
PO Box 215
Chino Valley, AZ 86305

The address of Bidder indicated below:

SUBMITTED on _____ ,

ARIZONA STATE CONTRACTOR'S LICENSE CLASSIFICATION

Issued: _____ No. _____

If BIDDER is:

An Individual

By: _____ (Seal)

(Individual)

Doing Business As _____

Business Address _____

Phone Number _____

A Partnership

By: _____ (Seal)

(Firm Name)

(General Partner)

Business Address: _____

Phone Number _____

A Corporation

By: _____
(Corporation Name)

(State of Incorporation)

By: _____
(Name of Person Authorized to Sign)

(Title)

Corporate Seal

Attest: _____
(Secretary)

Business Address: _____

Phone Number _____

A Joint Venture

By: _____
(Name)

(Address)

By: _____
(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is apart to the joint venture should be in the manner indicated above.)

BIDDER'S QUALIFICATION STATEMENT

SUBMITTED TO:

Robert Busch, District Manager
r.busch@icrsd.net
PO Box 215
Chino Valley, AZ 86323

SUBMITTED BY:

Name

(Print or Type Name of Bidder)
(A Corporation/A Partnership/An Individual/A Joint Venture)
(Bidder to strike out inapplicable terms)

Signature: _____ Title: _____

Arizona Privilege License No: _____

Similar Projects the Bidder has completed or in Progress:

Date	Contract	Project	Project	Contact
Start/Complete	Amount	Name	Description	and Phone
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

SECTION IV

AGREEMENT FOR CONSTRUCTION SERVICES

This Agreement for Services (“Agreement”) is entered into as of _____, 201__ between the **INSCRIPTION CANYON RANCH SANITARY DISTRICT** (hereinafter “**ICRSD**”) and _____, (hereinafter “**Contractor**”). ICRSD and Contractor may be referred to singularly as a “Party” and collectively as the “Parties.”

1. PROJECT: The Project of this Agreement is: _____

_____ (“Work”).

2. ARCHITECT/ENGINEER: The Architect/Engineer for this Project is: _____

_____.

3. INCORPORATED DOCUMENTS: ICRSD and the Contractor mutually agree that the following documents are incorporated into and made a part of this Agreement by reference, and form the Contract Documents:

1. General Conditions of the Contract
2. Supplemental General Conditions, if any
3. Drawings Dated: _____
4. Specifications Dated: _____
5. Addenda (listed below)
6. Unit Prices (Attached as Exhibit ____)
7. Payment and Performance Bonds (Attached as Exhibit ____)
8. ICR Sanitary District Insurance Requirements: Exhibit “A”
9. Other Exhibits: _____

The Addenda incorporated into the Contract Documents, if any, are as follows:

Number: __ Date: _____ Pages: _____

Number: __ Date: _____ Pages: _____

4. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4.1 The Date of Commencement of the Work shall be _____ or otherwise will be the date fixed in a notice to proceed issued by ICRSD.

4.2 The Contractor shall achieve Substantial Completion of the entire Work not later than _____, 201__ or, if not otherwise specified, _____ calendar days from Date of Commencement subject to adjustments of the Contract Time as provided for herein. Substantial Completion means the state in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the District can lawfully occupy or use the Work for its intended use.

4.3 The Contractor agrees that the damages that will be suffered by ICRSD as a result of untimely completion are difficult to estimate or otherwise ascertain with certainty. Therefore, Contractor agrees to pay to ICRSD as liquidated damages, and not as a penalty or forfeiture, the sum of _____ **per day** for each calendar day that Substantial Completion is delayed after the date specified in Section 4.2, subject to any extensions approved as required in the Contract Documents.

4.4 Further, the Contractor agrees that the damages that will be suffered by ICRSD as a result of untimely completion of punch list items/deficiencies noted at time of Substantial Completion are difficult to

estimate or otherwise ascertain with certainty. Therefore, the Contractor agrees to pay to ICRSD as liquidated damages, and not as a penalty or forfeiture, the sum of _____ per day for each calendar day that the completion of punch list items is delayed after the date of Substantial Completion.

5. CONTRACT TIME:

5.1 Time is of the essence of the Contract Documents on the part of the Contractor. If Contractor is delayed at any time in the progress of the Work by the following causes, then the time within which Contractor is required to complete the Work (the "Contract Time") shall be reasonably extended by a Change Order: an act or neglect of ICRSD, ICRSD's employees, or separate contractors employed by ICRSD; changes in the Work ordered by ICRSD; fire or unavoidable casualties; delay directed by ICRSD in writing; or other causes which ICRSD and Contractor agree justify delay.

5.2 Notwithstanding anything to the contrary:

- (a) Any claim by Contractor seeking additional time must be reported to ICRSD in writing within ten (10) days after the occurrence of the event giving rise to such claim.
- (b) Contractor shall only be entitled to additional time if the delay:
 - (i) is not caused, or could not have been avoided, by Contractor;
 - (ii) could not be limited or avoided by Contractor's timely notice to ICRSD of the cause for the delay and
 - (iii) has no concurrent or contributing cause for which Contractor would not be entitled to an extension of the Contract Time.
- (c) Contractor shall not be entitled to additional time for any act or neglect of ICRSD, ICRSD's employees or separate contractors employed by ICRSD unless Contractor had provided ICRSD with notice of such act or neglect within ten (10) days following the action.

5.3 If any of events described in this Section entitle contractor to an extension of the Contract Time, the sole remedy of Contractor shall be such extension of the Contract Time. Contractor shall not be entitled to any adjustment of the Contract Sum, except as otherwise provided for in this paragraph. If and to the extent that the Contract Time is extended on account of acts of ICRSD only, the Contract Sum shall be increased by Contractor's reasonable and verified additional costs of performing the Work to the extent directly and solely attributable to extensions of the Contract Time on account of the of acts of ICRSD.

6. CONTRACT SUM:

6.1 ICRSD shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____ (\$_____), subject to additions and deductions as provided in the Contract Documents.

6.2 The Contract Sum is inclusive of following allowances and/or ICRSD's contingencies:

6.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by ICRSD:

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____

7. PAYMENTS:

Payments shall be made pursuant to the terms set forth in the Contract Documents. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time under the laws of Arizona.

An amount equal to ten percent (10%) of the payment application shall be retained by ICRSD and shall be paid over by ICRSD to Contractor, provided that no lien claims are then filed against the Property, except for Contested Items, within 45 days following final completion of the work. however, ICRSD shall not unreasonably withhold release of that portion of the retainage when the work to be provided by such Contractor has been completed, and a full lien waiver has been obtained from that Contractor.

8. TERMINATION:

ICRSD may terminate this Agreement at any time pursuant to the provisions of A.R.S. §38-511.

9. INSURANCE:

Insurance certificates shall be provided as required by the District in "ICR Sanitary District Insurance Requirements, attached hereto as Exhibit "A". The District shall be named as an additional insured on all insurance.

10. GOVERNING LAW, REMEDIES AND ATTORNEY'S FEES:

This Agreement shall be construed under the laws of Arizona. Any claim or dispute relating to this Agreement may be pursued through the appropriate local jurisdiction of Yavapai County, Arizona. Rights and privileges granted herein are cumulative and any action on one shall not constitute an election or waiver of any other right or privilege. The court in any contested action that pertains to this Agreement shall award reasonable attorneys' fees and court costs to the successful party. A "contested action" and "successful party" shall be interpreted in accordance with Arizona Revised Statutes Section 12-341.01 (as said section may be amended or renumbered in the future).

11. WAIVER:

Failure of either Party in one or more instances to insist upon the performance of any of the terms, conditions or covenants of this Agreement, or to exercise any right or privilege conferred in this Agreement, or the waiver of any breach of any term, condition or covenant herein, shall not be construed as thereafter waiving any such term, condition, covenant, right or privilege, and the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

12. SEVERABILITY:

If a court construes any term, condition or covenant of this Agreement to be unenforceable or invalid, the remainder of this Agreement shall remain in force.

13. INTERPRETATION:

Whenever the context requires, all words used in the singular are construed to have been used in the plural, and vice versa, and each gender will include any other gender. Headings in this Agreement are for reference only and shall not be construed to be part of the Agreement.

14. NOTICES:

All communications under this Agreement shall be in writing and will be deemed given to the Parties at the following addresses when: (i) delivered personally; (ii) sent via facsimile or email with confirmation; (iii) mailed by certified mail with return receipt requested; or, (iv) delivered by an express courier with confirmation. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

DISTRICT:
ICR Sanitary District
P.O. Box 215
Chino Valley, AZ 86323

CONTRACTOR:

15. CONTRACTOR REPRESENTATIONS:

If Contractor is a business entity, it represents that:

- (a) it is duly organized, validly existing and in good standing under the laws of the state of its organization;
- (b) it is authorized and in good standing to conduct business in the State of Arizona;
- (c) it has all necessary power and has received all necessary approvals to execute and perform its obligations in this Agreement; and
- (d) the individual executing this Agreement on behalf of Contractor is authorized to do so.

By signing below, Contractor certifies that he or she is not an employee of the District. This includes individuals that are not: (a) currently working due to the District's break/holiday for students and employees; (b) a substitute employee for the District; or (c) a business owned or operated by a District employee.

16. SURVIVAL:

Termination or expiration of this Agreement will not affect the Parties' rights or obligations that, by their nature and context, are intended to survive termination or expiration.

17. ELECTRONIC DELIVERY:

Execution and delivery of this Agreement by exchange of email or fax copy containing the signature of a Party will constitute a valid and binding execution and delivery of this Agreement by such Party.

18. COUNTERPARTS OF AGREEMENT:

This Agreement may be executed in counterparts, all of which together shall be considered the whole agreement. Copies of signatures shall be deemed original.

19. LIMITATIONS:

Terms and conditions of this Agreement will only be binding on ICRSD to the extent permitted by the Constitution and laws of the State of Arizona.

20. MISCELLANEOUS

This Agreement, together with any Exhibit(s) or Attachment(s), constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior contracts, agreements, representations and understandings made by the Parties relating to such subject matter. This Agreement may not be amended or otherwise modified except by the written agreement of both Parties.

21. ADVICE OF COUNSEL:

Both Parties acknowledge that they sought their own independent legal review of this Agreement by their own counsel. If not, the Party is relying on its own intelligence and expertise in understanding this Agreement.

22. NON-DISCRIMINATION:

The Parties warrants that they will comply with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that they will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information Nondiscrimination Act of 2008.

23. ASSIGNMENT:

Neither Party may assign this Agreement or its rights and duties hereunder, or any interest herein, without prior written consent of the other Party.

24. LEGAL ARIZONA WORKERS' ACT

In compliance with A.R.S. §41-4401, Contractor hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the E-Verify requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this Agreement likewise complies with the State and Federal Immigration Laws.

Contractor agrees and warrants that ICRSD shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Contractor agrees that any act by Contractor or a subcontractor of Contractor that results in the impediment or denial of access of the books and records of Contractor or its subcontractor shall be a default and material breach of this Agreement on the part of Contractor.

Nothing herein shall make Contractor or any subcontractor of Contractor an agent or employee of ICRSD. Nothing herein shall act to establish privity of contract between ICRSD and any subcontractor of Contractor.

Any breach of Contractor's or any of Contractor's subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section, shall be deemed to be a material breach of this Agreement subjecting Contractor to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor of Contractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, subject to ICRSD's approval, as soon as possible so as not to delay the providing of Services. Any additional costs attributable directly or indirectly to remedial action under this Section shall be the responsibility of Contractor.

Contractor shall advise each of Contractor's subcontractor of ICRSD's rights and the subcontractor's obligations under this Section by including a provision in its contract with each subcontractor in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that ICRSD may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this Section by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

25. NO THIRD PARTY BENEFICIARY: This Agreement will be for the benefit of the ICRSD and CONTRACTOR only, and shall not be construed as having been entered into for the benefit of any third party.

26. NON-APPROPRIATION: ICRSD's obligations under this Agreement shall be subject to the right of non-appropriation. In the event the Governing Body of ICRSD fails to appropriate sufficient funds for the funding of this Agreement, the Agreement shall terminate at the end of the fiscal year for which the Governing Body did in fact allocate sufficient funds for the performance of this Agreement. An event of non-appropriation shall not be considered an event of default under this Agreement.

27. MEDIATION/ARBITRATION: The Parties mutually agree that in the event of any disputes, claims, questions, or disagreements arising out of or relating to this Agreement, or the breach of this Agreement, they shall first attempt in good faith to resolve the same through mediation before a mutually acceptable mediator. If the Parties cannot agree on a mutually acceptable mediator, either Party may petition the appropriate Court for the appointment of a mediator.

If the Parties cannot resolve their disputes, claims, questions of disagreements through mediation within 60 days, the Parties agree to thereafter submit same to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date of this Agreement, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any remedy that would be available from a court of law or equity shall be available to the arbitrator(s). The arbitration hearing and all proceedings in connection herewith shall take place in Prescott, Arizona. Either Party shall commence the arbitration hearing within ninety (90) days of the filing of the demand for arbitration, and the award shall be rendered within thirty (30) days of the conclusion of such hearing. The award shall be in writing, binding on both Parties, non-appealable and immediately enforceable in a court of law or equity. The arbitrator's cost shall be borne equally by the Parties and each Party shall bear its own costs and attorney's fees.

28. FEES AND COSTS: The successful or prevailing party shall be entitled to recover Fees and Costs incurred in all Proceedings arising out of this Agreement. "Fees and Costs" means reasonable collection charges from a collection agency, reasonable attorneys' fees, arbitration fees, expert witness fees, administrative fees, taxable costs, non-taxable costs, and other related expenses. "Proceedings" means all legal actions or similar proceedings, including negotiation, settlement, arbitration, discovery, appeals, bankruptcy, receivership, and collecting any award or judgment.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement personally or by their duly authorized officer or representative.

INSCRIPTION CANYON RANCH SANITARY DISTRICT,
a political subdivision of the State of Arizona

By: _____

Name: _____

Its: _____

CONTRACTOR: _____

By: _____

Name: _____

Its: _____

EXHIBIT A

ICR SANITARY DISTRICT INSURANCE REQUIREMENTS

Contractor shall not commence work until all required insurance coverage has been obtained and such insurance has been reviewed and accepted by the District. Certificates of Insurances on the current ACORD form shall be issued to the District showing all required insurance coverage and naming the District as an additional insured party.

Insurance Required Limit Required

Automobile Liability

Insurance covering Any Auto \$1,000,000 Combined Single Limit

Comprehensive (Commercial)

General Liability

Insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverage. Any XCU exclusions to be removed when underground work is performed.

\$1,000,000 Occurrence

\$2,000,000 Aggregate

\$1,000,000 Personal Injury

\$ 500,000 Fire Damage

\$ 5,000 Medical Payments

Per Project Aggregate (CG 70 49)

Evidence of coverage must be shown on certificates of insurance.

Workers Compensation insurance with limits to comply with the requirements of the Arizona Workers' Compensation Act.

Employers Liability insurance Statutory Limits

\$1,000,000

Professional Liability Insurance

\$1,000,000

Umbrella or Excess Liability insurance

(excess of primary General Liability, Automobile Liability and WC Coverage B)

\$1,000,000 Limit

Property Insurance shall be required for all contracts when property of the ICRSD is at risk or in the care, custody and control of the Contractor. All Risk Builders Risk insurance shall be required for all construction contracts requiring a payment bond. All Property insurance shall include coverage against the perils of Windstorm, Flood and Earthquake. Installation Floater may be substituted when contract involves installation only.)

Contract Limit or Replacement Cost Value of Scope of Work whichever is greater.

Permission to Occupy granted Deductible: 1% of Contract or Replacement.

Cost Value (whichever is greater) subject to a \$50,000 maximum unless otherwise approved by the ICRSD.

Insurance Conditions:

All insurance coverage shall be issued on an Occurrence basis by companies acceptable to District and licensed to do business in the State of Arizona by the Arizona Department of Insurance. Such companies shall have a Best's Key rating of at least "A- X".

All certificates must include:

1. A 60 day notice of cancellation of any non-renewal, cancellation or material change to any of the policies.

2. "Additional Insured" on the Property, General Liability, Automobile Liability and Umbrella (Excess) Liability policies naming the District;

3. A "Waiver of Subrogation" clause in favor of the District will be attached to the Workers Compensation, General Liability, Automobile Liability, Umbrella Liability and the Property insurance policies. In addition to certificates of insurance, copies of policy endorsements must be provided (a) listing the District as Additional Insured, and (b) showing waivers of subrogation in favor of the District:

All insurance must be maintained for three (3) years following substantial completion with Certificates of Insurance provided.

Contractor shall be responsible for payment of all deductibles; the District shall approve the deductibles selected. If any policy has aggregate limits, a statement of claims against the aggregate limits is required.

The District reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to insurance coverage and limits when deemed reasonably prudent by District based upon changes in statutory laws, court decisions or potential increase in exposure to loss.

SECTION V – SUPPLEMENTARY GENERAL CONDITIONS

A. DRAWINGS & SPECIFICATIONS

The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment, taxes, supervision, insurance and transportation necessary for the proper execution of the project.

In case of conflict between the drawings and specifications, the specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.

Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the ICRSD of Chino Valley, in writing. Work done by the Contractor before notification after discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk. The decisions made by the ICRSD regarding discrepancy resolution shall be binding.

In the event of conflict between one Contract Document and any of the other Contract Documents, the Document highest in precedence shall control and supersede the Document, which is contrary to it. The order of precedence of relevant Contract Documentation is as follows:

1. Federal and State law and regulations
2. Addenda
3. Formal Agreement
4. Bid Proposal
5. Invitation to Bid
6. Instruction to Bidders
7. Specifications
8. Drawings
9. Supplementary General Conditions

B. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor may be furnished additional instructions and detail drawings by the District Manager or his representative, as necessary, to carry out the work required by the contract documents.

C. CONTRACT REQUIREMENTS

All grants, covenants, provisions, and claims, rights, powers, privileges and liabilities obtained in the contract documents shall be read and held as made by and with, and granted to and imposed upon, the Contractor and the ICRSD and their respective heirs, executors, administrators, successors and assigns.

The contract shall not be assigned in whole or voluntarily or involuntarily in part without the written consent of the ICRSD which consent may be withheld in the Association's sole discretion and assignment without consent shall be void. Involuntary assignment of the contract as caused by the Contractor being adjudged bankrupt or assignment of the contract for the benefit of Contractor's creditors shall be grounds for dismissal.

The contract may be amended only by the mutual consent of the ICRSD and the Contractor in writing.

D. CONTRACTOR

The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The contractor will employ and maintain at the work site a qualified superintendent. The superintendent shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

In the event the Contractor is a joint venture of two or more contractors, all grants, covenants, provisions, and claims, fights, power, privileges and liabilities of the contract shall be construed and held to be several as well as joint. Any notice, order, direct request or any communication required to be or that may be given by the ICRSD to the Contractor under this contract, shall be deemed well and sufficiently given to all such joint venture contractors. Any notice, request or other communication given by anyone of such persons to the ICRSD under this contract shall be deemed to have given by all persons being the Contractor.

The Contractor will indemnify and hold harmless the ICRSD and their agents and employees from and against all claims, damages and losses and expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefore.

In any and all claims against the ICRSD, or any of their agents or employees, by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits.

E. CONTRACTOR RELATIONS

The ICRSD, acting through the Association's Representative, shall have the authority to act as the sole judge of the work and materials with respect to both quantity and quality as set forth in the contract. It is expressly stipulated that the plans, specifications and other contract documents set forth the requirements as to the nature of the completed work and do not purport to control the method of performing work except in those instances where the nature of the completed work is dependent on the method of performance.

The Association's Representative has the authority to act on behalf of the ICRSD on all matters related to the conduct of the work under this contract.

The Association's Representative has the authority to accept or reject change orders.

Should the contractor disagree with the Representative's decision with respect to the contract, the Contractor may request that the ICRSD review the Representative's decision and make a determination.

The Association's Representative is the District Engineer. The District Engineer or his/her appointed representative may do the Inspection of the project.

The Contractor shall notify the ICRSD in writing of the name of his superintendent who will act as the

Contractor's Representative and shall have the authority to act in all matters relating to this contract. The superintendent shall have full authority to carry out all the provisions of the contract and to supply materials, equipment, tools and labor.

Subcontractors will not be recognized as having a direct relationship to the ICRSD. All persons engaged in the work including employees of subcontractors and suppliers will be considered employees of the Contractor and their work shall be subject to the provisions of the contract. References in the project plans to actions required of subcontractor, manufacturers, suppliers, or any person other than the contractor or the ICRSD, shall be interpreted as requiring the contractor to cause the Subcontractor, manufacturer, supplier or other persons to perform the specified action.

The Contractor shall at all times be responsible for the adequacy, efficiency and sufficiency of subcontractors, manufacturers, suppliers and their employees.

The Contractor shall at all times be responsible for the adequacy, efficiency and sufficiency of his employees. All workers must have sufficient knowledge, skill and experience to perform properly the work assigned to them.

The Contractor alone shall at all times be responsible for the safety of his and his subcontractor's employees. The contractor shall maintain the project site and perform the work in a manner that meets the ICRSD's responsibility under statutory and common law for the provision of a safe place to work.

The Contractor shall at all times conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the ICRSD or Yavapai County Public Works. Fire Hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, private, and public driveways and proper functioning of all gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

Any notice, order, direction, request or other communication given by Association's representative to the Contractor shall be deemed to be well and sufficiently given to the Contractor if left at any office used by the contractor or delivered to any of his officers, clerks or servants or posted at the site of the work or mailed to any post office addressed to the Contractor at the address given in the contract document or mailed to the Contractor's last known place of business. If mailed by first- class mail, any form of communication shall be deemed to have been given to and received by the Contractor a day after the day of mailing.

Any plan or method of work suggested by the ICRSD to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor.

The Contractor agrees to permit entry to the work site to the ICRSD or other contractors performing work on behalf of the ICRSD. The Contractor shall afford to the ICRSD, other subcontractors and their employees, all reasonable facilities and cooperation and shall arrange his work and dispose of his materials in such a manner as to not interfere with the activities of the ICRSD or others upon the site of the work. The Contractor shall report promptly any injury or damage that may be sustained by other contractors or employees of the ICRSD. The Contractor shall join his work to that of others and perform his work in proper sequence in relation to that of others.

The ICRSD shall keep the Contractor informed of the planned activities of other contractors and

themselves.

Any difference or conflict arising between the Contractor and any other contractor employed by the ICRSD or between the Contractor and the workers of the ICRSD with regard to their work shall be submitted to the District Engineer for his/her decision in the matter. If the work of the Contractor is affected or delayed because of any act or omission of any other contractor or of the ICRSD, the Contractor may submit for the Association's consideration, a documented request for a change order.

Neither the Contractor nor the ICRSD shall make any alteration or variation in or addition to or deviation or omission from the terms of this contract without written consent of the other party.

F. SUBCONTRACTING

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The Contractor shall not award work to subcontractor (s) in excess of forty-nine percent (49%) of the contract price, without prior written approval of the ICRSD.

The Contractor shall be fully responsible to the ICRSD for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of such persons directly employed by him.

The ICRSD Representative's shall approve the pay estimate. Payment shall be delivered to the Contractor at reasonable times convenient to the ICRSD.

The Contractor agrees to retain all records for at least three (3) years after the project completion. The Contractor agrees to allow the ICRSD and the Office of the Inspector General or their designated representatives, to have access to all records for review, monitoring and audit, during their normal working hours.

If the contract is not substantially completed within the specified time then liquidated damages of \$100.00 per day will incur.

The completion of this contract will be upon approval and acceptance by the ICRSD of all Work under the Contract of the ICRSD.

The Contract will be completed in full within the specified time limits, unless a time extension is approved by the ICRSD.

The attached plans and specifications are a part of this contract.

G. COMPLIANCE WITH FEDERAL AND STATE LAWS

The CONTRACTOR understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The CONTRACTOR must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. §34-302, as amended, "Residence Requirements for Employees."

Under the provisions of A.R.S. §41-4401, CONTRACTOR hereby warrants to the ICRSD that the

CONTRACTOR and each of its SUBCONTRACTORS (“SUBCONTRACTORS”) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter “CONTRACTOR Immigration Warranty”).

A breach of the CONTRACTOR Immigration Warranty shall constitute a material breach of this Contract and shall subject the CONTRACTOR to penalties up to and including termination of this Contract at the sole discretion of the ICRSD.

The ICRSD retains the legal right to inspect the papers of any CONTRACTOR or SUBCONTRACTORS employee who works on this Contract to ensure that the CONTRACTOR or SUBCONTRACTOR is complying with the CONTRACTOR Immigration Warranty. CONTRACTOR agrees to assist the ICRSD in regard to any such inspections.

The ICRSD may, at its sole discretion, conduct random verification of the employment records of the CONTRACTOR and any of SUBCONTRACTORS to ensure compliance with CONTRACTOR’S Immigration Warranty. CONTRACTOR agrees to assist the ICRSD in regard to any random verifications performed.

Neither the CONTRACTOR nor any of SUBCONTRACTOR shall be deemed to have materially breached the CONTRACTOR Immigration Warranty if the CONTRACTOR or SUBCONTRACTOR establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this Article must be included in any contract the CONTRACTOR enters into with any and all of its SUBCONTRACTORS who provide services under this Contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a CONTRACTOR or SUBCONTRACTOR. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

SECTION VI – TECHNICAL SPECIFICATIONS

A complete set of technical specifications are included in: