

# **GENERAL CONTRACT CONDITIONS**

## **A. DEFINITIONS**

1. The "CONTRACT" is set forth in the Proposal Form and Contract Form that include:
  - Invitation to Bid,
  - Instructions to Bidders,
  - Bid Proposal,
  - Technical Specifications (with Bid Tab), and
  - General Contract Conditions.
2. The "WORK" shall consist of furnishing all labor, materials, equipment, tools, equipment, supplies, transportation, superintendents' services, traffic controls, etc., necessary for the completion of items shown, indicated, or noted on drawings and/or described in the Technical Specifications.
3. The words "OWNER" and "ORGANIZATION" found in the specifications, on project drawings, or in the contract, refers to Ash Fork Development Association, Inc. (AFDA)
4. "CONTRACTOR" as used in the specifications or in the contract is the person, firm, or corporation with whom OWNER has entered a contract to provide said services.
5. The authorized representative of OWNER for the WORK shall be Mr. Dylan J. Easthouse – Senior Hydrogeologist, Matrix New World Engineering (Matrix) and CONSULTANT.

## **B. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS**

1. The drawings and specifications are complementary and any WORK called for on the drawings and not mentioned in the specifications or vice-versa, shall be performed as though fully set forth in both. In case of differences or conflicts between the specifications and drawings, the specifications will govern, figured dimensions shall take precedence over general drawings. Detail representations having the larger scale shall govern. CONTRACTOR shall be responsible for certifying all grades, lines, levels, and dimensions indicated on drawings and shall promptly report any inconsistencies before preparing shop drawings or before any WORK is fabricated or constructed.
2. In case of any discrepancy either in the drawings or in the specifications, the matter shall be promptly brought to the attention of the authorized representative, who shall promptly make a determination in writing. Any adjustment by CONTRACTOR without prior approval by the authorized representative shall be at his own risk and expense. CONTRACTOR shall check and coordinate the WORK sufficiently in advance to minimize any delays that may result from a need to implement corrective action for an error or omission in the contract documents.

## **C. APPLICABLE LICENSES, LAWS, RULES AND REGULATIONS**

1. CONTRACTOR shall, without additional expense to OWNER, be responsible for obtaining a business license in the City or County in which the project is located and for complying with any applicable Federal, State, County and Municipal Laws, codes, and regulations, in connection with the execution of the WORK including air quality permits as applicable.

2. WORK by CONTRACTOR shall include any labor, materials, services, apparatus, or drawings to comply with all applicable laws, ordinances, rules and regulations, whether or not shown on drawings and/or specified.

**D. PROTECTION OF WORK, PEOPLE AND PROPERTY**

1. CONTRACTOR shall continuously maintain adequate protection of all WORK from damage and shall protect OWNER'S property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of OWNER, or due to causes beyond CONTRACTOR'S control and not to his fault or negligence. He shall adequately protect adjacent property as provided by law and the Contract Documents.
2. CONTRACTOR shall take all necessary precautions for the safety of employees on WORK site, including confined spaces safety, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and Engineering or Traffic codes to prevent accidents or injury to persons on, about or adjacent to the premises where WORK is being performed.
3. CONTRACTOR shall provide warning lights and take other safety precautions as required by ordinances and safety regulations or commonly accepted safety practices, or as required by OWNER.

**E. UTILITIES FOR CONSTRUCTION**

CONTRACTOR shall make all arrangements for and shall provide and pay for the main supply of all temporary utility services, including water as needed in the prosecution of the WORK.

CONTRACTOR shall furnish for his operations all required equipment needed to provide sufficient Construction water for the duration of his Work. All water needed to complete the work will be furnished and paid for by CONTRACTOR and obtained from OWNER.

**F. SUPERVISION OF THE WORK**

CONTRACTOR shall keep on this project a competent Foreman and any necessary assistants, all satisfactory to OWNER. The Foreman shall represent CONTRACTOR in his absence and all directions given to him shall be binding as if given by CONTRACTOR.

**G. WORKMANSHIP**

1. Where no more is specifically described in any of the various Sections of these Specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion.
2. All WORK shall be executed by skilled journeymen, laborers or mechanics thoroughly trained in their respective lines of WORK.
3. When completed, all parts shall have been durably and substantially built and shall present a neat, workmanlike appearance.

**H. SHOP DRAWINGS, SAMPLES, CATALOG CUT SHEETS, AND EQUIPMENT BROCHURES**

Detailed dimension shop drawings, samples, and/or equipment brochures and catalog cuts shall be submitted on all materials and equipment as required by other sections of this specification or the drawings or as specified by OWNER. CONTRACTOR shall submit five bound copies of each shop drawings to the authorized representative for approval. These items submitted for approval will be promptly reviewed, three copies of each submittal item retained, and the remainder returned to CONTRACTOR. No equipment or materials should be ordered until these shop drawings or brochures have been reviewed by OWNER'S representative.

#### **I. SITE INVESTIGATION AND REPRESENTATIONS**

1. CONTRACTOR acknowledges satisfaction as to the nature and location of the WORK, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, the conformation and condition of the ground, the character and quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed preliminary to and during the progression of the WORK, and all other matters which can in any way affect the WORK or the cost thereof under this contract. Any failure by the CONTRACTOR to acquaint himself with all the available information concerning these conditions will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the WORK.
2. OWNER assumes no responsibility for any understanding or representation made by any of its officers or agents during or prior to the negotiation and execution of this contract, unless (1) such understanding, or representations, are expressly stated in the contract; and (2) the contract expressly provides that responsibility therefore is assumed by OWNER.

#### **J. CONTRACTOR'S RESPONSIBILITY**

1. CONTRACTOR assumes full responsibility for the safekeeping of all materials and equipment and for the protection of all unfinished WORK until final acceptance by the OWNER, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.
2. CONTRACTOR must indemnify and save harmless OWNER against any claims filed for non-payment of his bills in connection with the contract WORK.
3. CONTRACTOR shall be responsible for providing all construction staking and surveying as needed to construct the work in accordance with the Plans and Specifications and shall include such costs in his bid for the applicable items of work. CONSULTANT will assist in siting the well with ENGINEER and OWNER.
4. CONTRACTOR, at the completion of the project, shall provide to the authorized representative of OWNER manufacturers' equipment operation manuals and instructions; and a complete listing of all fixtures and components installed by CONTRACTOR and his subcontractors which includes the manufacturer's name, parts number, and specifications.

#### **K. USE OF PREMISES**

1. CONTRACTOR shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the authorized representative and shall not unreasonably encumber the premises with his materials.
2. Any damages caused to lawns, shrubs, windows, buildings, etc., shall be immediately repaired or replaced at no expense to OWNER. CONTRACTOR shall be responsible for the proper care

and protection of all his materials, equipment, etc. They may be stored on the premises but placing of same shall be subject to the approval of the authorized representative.

3. Access to site and designation of parking areas for CONTRACTOR vehicles shall be in accordance with directives of the authorized representative.

#### **L. OTHER CONTRACTS**

OWNER may undertake or award other contracts for additional WORK or may undertake additional WORK with its own forces at the job site simultaneously with the WORK under this contract. CONTRACTOR shall fully cooperate with such other CONTRACTORS or OWNER'S employees and shall fit his own WORK to such additional WORK as may be directed by the OWNER. CONTRACTOR shall not commit or permit any act which will interfere with the performance of WORK of any other CONTRACTOR or OWNER'S employees.

#### **M. CONTRACTOR'S INSURANCE**

CONTRACTOR shall provide and maintain, and cause its subcontractors to provide and maintain, the following minimum requirements:

1. Compensation Insurance – Workers' Compensation Insurance shall be provided for all its employees at the site of the project and, in case any WORK is sublet, CONTRACTOR shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees to be engaged at the site of the project unless such employees are covered by the protection afforded by CONTRACTOR'S Workers' Compensation Insurance. In case any class of employees engaged in hazardous WORK under this contract at the site of the project is not protected under the Workers' Compensation Statute, CONTRACTOR shall provide, and shall cause each subcontractor to provide, protection equal to that required by law for the protection of his employees not otherwise protected.
2. General Liability Insurance - With a minimum combined single limit of \$1,000,000 each occurrence. The policy shall include coverage for bodily injury and personal injury, broad form property damage, blanket contractual, CONTRACTORS protective, products/completed operations, explosion and collapse, and underground hazards.
3. Comprehensive Auto Liability Insurance - With a combined single limit for bodily injury and property damage of no less than \$1,000,000 each occurrence, with respect to CONTRACTOR'S vehicles (whether owned, hired, non-owned), assigned to or utilized in the performance of this contract.
4. The insurance/policies provided by CONTRACTOR shall be issued by a company which is acceptable to OWNER and shall name OWNER as an additional insured in respect to liability arising in any manner out of the performance of any contract entered between the named insured and OWNER or liability arising out of any services provided or duty performed by any party as required by statute, law, purchase order or otherwise required. The insurance policies shall specify that insurance afforded CONTRACTOR shall be primary insurance, and that any insurance coverage carried by OWNER, or its employees shall be excess coverage, and not contributory coverage to that provided by the CONTRACTOR.
5. CONTRACTOR shall furnish OWNER with a Certificate of Insurance as required by this section prior to issuance of a Notice to Proceed.

Each of the Certificates of Insurance shall contain a clause substantially in the following words:

**“It is hereby understood and agreed that this policy may not be canceled, nor the amount of the coverage thereof be reduced until ten (10) working days after receipt by OWNER of a written notice of such cancellation or reduction in coverage, as evidenced by receipt of a registered letter.”**

6. Such insurance coverage obtained by CONTRACTOR, other than Workmen's Compensation Coverage, shall name OWNER, and their directors, officers, principals, agents, attorneys, and employees as Additional Insured.

#### **N. NONDISCRIMINATION OF LABOR**

Equal Employment Opportunity - In connection with performance of the WORK under this contract, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin. The aforesaid provision shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONTRACTOR agrees to post hereafter in a conspicuous place, available for employees and applicants for employment, notices to be provided by the OWNER, setting forth the provisions of this nondiscrimination clause. To meet the requirements of E.O. 11246, as amended, dated May 8, 1978, CONTRACTOR agrees to insert the above Equal Opportunity Clause in all subcontracts hereunder except suppliers of commercial supplies or raw materials.

#### **O. SALES AND USE TAX**

All applicable sales, use and other taxes shall be included in the Bid Amount. CONTRACTOR agrees to comply with and to require all its subcontractors to comply with all provisions of the Arizona State Sales Tax Law and Compensation Use Tax Law and all amendments to the same. CONTRACTOR further agrees to indemnify and save harmless OWNER from any claims and demand made against it by virtue of the failure of CONTRACTOR or any subcontractor to comply with the provisions of any said laws and amendments.

#### **P. CHANGES IN WORK**

1. OWNER may, from time to time, by written instructions or drawings issued to CONTRACTOR, make changes in the drawings and specifications, issue additional instructions, require additional WORK, or direct the omission of WORK previously ordered, and the provisions of the contract shall apply to all such changes, modifications, and additions with the same effect as if they were embodied in the original drawings and specifications.
2. If such changes are likely to cause an increase or decrease in CONTRACTOR'S cost of, or time required for, performance of the contract, OWNER will execute a formal Change Order based on detailed quotations received from the CONTRACTOR for the WORK related to the change. Change Orders affecting contract amount or time may be subject to approval by OWNER.

#### **Q. OWNER'S RIGHT TO CARRY OUT THE WORK**

If CONTRACTOR defaults or neglects to carry out the WORK in accordance with the Contract Documents or fails to perform any provision of the Contract, OWNER may, after seven days written notice to CONTRACTOR and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due CONTRACTOR the cost of correcting such deficiencies. If the

payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to the OWNER.

#### **R. TIME FOR COMPLETION AND LIQUIDATION DAMAGES**

1. It is hereby understood and mutually agreed, by and between CONTRACTOR and OWNER, that the date of beginning, rate of progress, and the time for completion of the WORK be done hereunder, are **Essential Conditions** of this Contract, and it is further mutually understood and agreed that the WORK embraced in this Contract shall be commenced on the date of "**Notice to Proceed**". CONTRACTOR agrees that said WORK shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time stated in the Proposal. He also shall consider that OWNER needs the complete use of the facilities as quickly as possible.
2. In the event that CONTRACTOR shall neglect, fail or refuse to complete the WORK within the time specified, then CONTRACTOR does hereby agree, as a part consideration for the awarding of this contract, to pay to OWNER such amounts as are specified elsewhere in these documents, not as a penalty, but as liquidated damages for such breach of contract hereinafter set forth for each and every calendar day that CONTRACTOR shall be in default after the time stipulated in the contract for completing the WORK. The said amount is fixed and agreed upon by and between CONTRACTOR and OWNER because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages OWNER would in such event sustain.

#### **S. REMOVAL OF RUBBISH AND FINAL CLEAN-UP**

CONTRACTOR shall, at all-times, keep the premises free from accumulation of waste materials or rubbish caused by his employees or WORK. No burning of trash or debris will be permitted on the site. CONTRACTOR is responsible for locating sites and for making arrangement for disposal of all materials removed from the site. Upon completion of the WORK under his contract, CONTRACTOR shall remove all temporary structures, superfluous and waste materials of whatever kind both within buildings and around the site generally. CONTRACTOR shall leave improvements in a "broom clean" condition and shall be responsible for the removal of all stains, paint spots, and accumulated debris, dirt or dust caused by both his operation and those of his subcontractors.

#### **T. GUARANTEE-WARRANTY**

1. CONTRACTOR shall, and hereby does, warrant and guarantee that all WORK performed under this contract will be free from defects of materials and workmanship for a period of twelve (12) months from the date of final acceptance of this WORK.
2. CONTRACTOR agrees that he will, at his own expense, repair and replace all such defective WORK which is found to be defective during the term of this warranty. Should CONTRACTOR fail to repair or replace such defective material and/or Workmanship within thirty (30) days after written notice from OWNER, OWNER may perform the necessary WORK; and CONTRACTOR hereby agrees to reimburse the OWNER for actual cost.

#### **U. FINAL INSPECTION, ACCEPTANCE AND PAYMENT**

1. CONTRACTOR shall call for a final inspection of the WORK only after he has determined that all items of WORK have been completed in accordance with the contract plans and specifications.

2. When the project WORK is deemed substantially complete and suitable for occupancy and/or use by OWNER, a Certificate of Substantial Completion will be issued establishing the warranty period start date.
3. Applications for final payment will not be accepted and processed until OWNER'S authorized representative is satisfied that the WORK is satisfactorily completed, including "punch list" items; and that all manuals, documents, guarantees and "as built" drawings have been received.
4. CONTRACTOR, when applying for partial payment of the Contract amount, shall submit a schedule of values of the various parts of the WORK and clearly indicate the percentage completion of the various parts, all in substantiation to the total payment for which application is being made.
5. In making partial or progress payments, there shall be a portion of the partial or progress payments retained by OWNER in the amount of ten percent (10%) of the payment application in compliance with Senate Bill 1452 amending Title 32, Chapter 10, Article 2, of the Arizona Revised Statutes.

**CONTRACT BETWEEN ASH FORK DEVELOPMENT ASSOCIATION, INC.  
AND \_\_\_\_\_ ("CONTRACTOR")**

**Contract # \_\_\_\_\_**

This Contract (hereinafter this "Contract") with an effective date of \_\_\_\_\_, 20\_\_\_\_, is entered into by and between Ash Fork Development Association, Inc., (hereinafter the "Organization") and \_\_\_\_\_, a(n) \_\_\_\_\_ corporation/limited liability company (hereinafter the "Contractor"). Organization and Contractor may each be referred to individually as a "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS**, on August 23, 2023, the Organization issued an Invitation for Bids (IFB), Solicitation No. \_\_\_\_\_, inviting qualified vendors to submit Offers for *Drilling, Construction, and Testing of Ash Fork Well No. 3, Yavapai County, Arizona*, with bids to be submitted no later than 3:00 pm on September 22, 2023; and,

**WHEREAS**, upon evaluation of the bids as submitted, the Organization, upon a determination that Contractor is a responsible bidder whose bid conforms to the requirements as set forth in the Solicitation and is the most advantageous to the Organization concerning price and conformity to the specifications; and,

**WHEREAS**, Organization has authorized a bid award to Contractor and approved the execution of this Contract; and,

**WHEREAS**, Organization and Contractor desire to enter into this Contract.

**CONTRACT**

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Organization and Contractor, intending to become legally bound, hereto agree as follows:

1. **Term.** This Contract's term is for \_\_\_\_\_ year(s) and shall be effective from \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_, unless sooner terminated or further extended pursuant to the provisions of this Contract.
2. **Contract Award and Contract Documents.** This Contract awards a contract under IFB Solicitation No. \_\_\_\_\_. Any contracts or Contracts and other non-conforming and non-compliant documents submitted with Contractor's bid are not accepted and do not apply to this Contract or the Contract Order of Precedence. Only the following contract documents as attached hereto are incorporated herein and made a part of this Contract:
  - a. This Contract, and any amendments or modifications to this Contract.
  - b. Solicitation No. \_\_\_\_\_, attached hereto as Exhibit A; and
  - c. Contractor's Offer, attached hereto as Exhibit B.



3. **Contract Order of Precedence.** The American Rescue Plan Act of 2021 (ARPA), including, but not limited to, regulations implementing ARPA, the U.S. Department of Treasury final rule, Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds; Exhibit A, Solicitation No. \_\_\_\_\_; Contractor's Offer; and amendments to this Contract, if any, are incorporated into this Contract by reference and made a part of this Contract to the same extent as if set forth herein in full. In the event of conflicts or discrepancies among this Contract and any amendments thereto, ARPA, or the Exhibits, interpretations will be based on the following priorities in the following order:
  - a. The American Rescue Plan Act of 2021 (ARPA), including, but not limited to, regulations implementing ARPA, the U.S. Department of Treasury final rule, Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, regulations, and performance and reporting requirements under ARPA which may be imposed after the date of the Contract;
  - b. Amendments and/or modifications to this Contract;
  - c. This Contract;
  - d. Exhibit A, Solicitation No. \_\_\_\_\_; and
  - e. Exhibit B, Contractor's Offer.
4. **Other Contracts.** Contractor may enter into other contracts or receive funding from other sources, and Contractor is solely responsible for complying with all terms and conditions of any other contract, solicitation, award, grant, or loan, and shall comply with all local, state, and federal laws, rules, and regulations.
5. **Contractor's Representations, Warranties, and Obligations.** Contractor acknowledges that it is a contractor under ARPA.
  - a. Contractor warrants it will provide or has provided services that carry out the goals and objectives within the scope of ARPA.
  - b. Contractor warrants it has not received and will not receive funding, including, but not limited to, payments from government entities, grant funding, or revenue from additional 3rd party vendors, that has or will cover its costs and expenses for its Offer.
  - c. Contractor warrants it is not and has not been suspended and is not and has not been subject to debarment by the Federal Government. A copy of the SAM.gov website printout confirming that Contractor has not been suspended or debarred is attached hereto as Exhibit C.
  - d. Contractor shall at all times comply with the requirements of ARPA, including regulations implementing ARPA, the U.S. Department of Treasury final rule, Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, FAQs, and performance and reporting requirements.
  - e. Contractor shall report all funds received pursuant to this Contract on appropriate financial reports. Contractor acknowledges that if it expends more than \$750,000.00 in federal funds in a given year either directly or through a state or

local government, it must have a single or program specific audit conducted and otherwise comply with federal requirements including those contained in 2 CFR §200.501 for that year.

- f. Contractor may be required to complete the Federal Funding Accountability and Transparency Act (FFATA) form, a copy of which is attached hereto as Exhibit D.
- g. Contractor agrees to provide all data and information for all reporting required under ARPA and the U.S. Department of Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds. Contractor acknowledges and agrees it has a continuing obligation to supply data and records to Organization and the U.S. Department of Treasury in accordance with all reporting requirements pursuant to ARPA and the U.S. Department of Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds and any rules, regulations, and performance and reporting requirements under ARPA which may be imposed after the date of this Contract.
- h. Contractor agrees to allow Organization to conduct financial monitoring and audits of Contractor, and Contractor agrees to cooperate fully with any financial monitoring or audits Organization or the U.S. Department of Treasury conduct or require.
- i. Contractor agrees to allow Organization to monitor and oversee Contractor's use of ARPA funds and other activities related to the Award to ensure that Contractor and Organization comply with the statutory and regulatory requirements and the terms and conditions of the Award.
- j. Contractor agrees to cooperate with Organization for reporting to the U.S. Treasury on its use of payments from ARPA during the term of this Contract and after expiration or termination of this Contract.
- k. Organization, in Organization's sole discretion, may require Contractor to provide records and documentation to Organization during the term of this Contract and after expiration or termination of this Contract. Contractor shall comply with requests from Organization for records and documentation within ten (10) business days. All records and documentation submitted by Contractor to Organization must be accurate, thorough, and acceptable to Organization, in Organization's sole discretion.
- l. Contractor agrees at all times, both during and after expiration or termination of this Contract, to maintain and preserve its records in a manner consistent, and in compliance, with all applicable laws and regulations.
- m. All of Contractor's representations, warranties, and obligations under this section shall survive expiration or termination of this Contract.

## **6. ORGANIZATION's Obligations.**

- a. Organization, as an ARPA recipient, remains responsible for monitoring and overseeing Contractor's use of ARPA funds and other activities related to the award to ensure that Contractor complies with the statutory and regulatory requirements and the terms and conditions of the award.

- b. Organization agrees to pay Contractor in accordance with Contractor's Offer and its representations and warranties in Solicitation No. \_\_\_\_\_ and this Contract in an amount not to exceed \_\_\_\_\_/100 Dollars (\$\_\_\_\_\_.) ("Contract Price") \_\_\_\_\_ for the \_\_\_\_\_ following \_\_\_\_\_ project:

\_\_\_\_\_ All on going costs and expenses are the sole responsibility of Contractor.

- c. Organization agrees to pay Contractor in installments after delivery of goods and/or services in accordance with approved invoices that list the specific items being billed, purchase order number, and Solicitation Number and/or Contract number. Taxes shall be listed separately from the item cost.

7. **Notices.** All notices required or permitted to be given under the terms of this Contract shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

If to Organization to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Contractor to:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Parties shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Parties.

8. **Relationship of Parties.** Nothing contained in this Contract shall be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary relationship between the Parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Contract, be entitled nor eligible, by reason of this Contract, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither Party shall be liable for any debts, accounts, obligations nor be responsible for other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
9. **Third Parties.** Nothing in this Contract shall be deemed to create any right in any person not a Party hereto. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against ORGANIZATION or Contractor. This Contract is not intended to benefit any third party.
10. **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated herein.
11. **Assignment.** No Party to this Contract may assign any of its rights or responsibilities under this Contract, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of

the other Party. No Party may delegate any performance under this Contract, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void.

12. **Waiver.** A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Contract is neither a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this Contract. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this Contract shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.
13. **Headings and Construction of Contract.** In construing this Contract, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Contract or considered a part of this Contract. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm, or association.
14. **Fair Meaning.** This Contract is intended to express the mutual intent of the Parties and shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.
15. **Compliance with Law.** The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Contract, including environmental laws.
16. **Material Change in Law or Regulation.** In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Contract or the relationship among the Parties hereto, either Party may propose amendments to this Contract to bring this Contract into conformity with such laws. If Organization and Contractor are unable to reach Contract on the renegotiation of this Contract within thirty (30) days of the initiation of negotiations, then either Party may terminate this Contract upon written notice to the other Party.
17. **Severability/Unenforceable Provisions.** In the event that any of the provisions of this Contract are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected, and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Contract are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.
18. **Americans With Disabilities Act.** Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
19. **Alternative Dispute Resolution.** In the event of any dispute, Organization and Contractor will immediately attempt to resolve the dispute prior to taking formal action. Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

20. **Waiver of Jury Trial.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Contract.
21. **Parol Evidence.** This Contract is intended by the Parties as a final and complete expression of their Contract. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Contract.
22. **Entire Contract.** This Contract and Exhibits contain the entire, integrated Contract of the Parties and there are no oral Contracts, understandings, or representations relied upon by the Parties. This Contract supersedes and merges all prior negotiations, representations, or Contracts, whether written or oral. Any modifications or amendments to this Contract must be in writing and signed by all Parties.
23. **Counterparts and Electronic Signatures.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Contract on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Contract, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same Contract.
24. **Legal Contract.** This Contract is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. Each Party acknowledges that it understands the meaning of all terms contained herein and agrees to their application and enforceability. Each Party acknowledges and represents that it is duly organized, validly existing, and in good standing, and has the right, power, and authority to enter into this Contract and bind itself hereto through the person set forth as signatory for the Party below. The person signing this Contract represents and warrants that he or she is duly authorized and has the legal capacity to execute this Contract.

**APPROVALS**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized officials and have affixed their signatures to this Contract on the date written below.

Organization:

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Printed Name and Title

Contractor:

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Printed Name and Title

*DO NOT DETACH – MUST BE SUBMITTED TOGETHER WITH OTHER BID DOCUMENTS*

## **BID PROPOSAL**

### ***Drilling, Construction, and Testing of Ash Fork Well No. 3***

#### ***Yavapai County, Arizona***

The undersigned CONTRACTOR, having examined the specifications, drawings and all other documents contained in the Contract Documents, and having examined the site where the work is being performed, and having familiarized himself with any local conditions affecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Bid Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents for the sum indicated on the Bid Tab (Technical Specifications, Table 2), said sum to only be amended or altered in accordance with the Contract Documents.

It is agreed that payments may be increased to cover additional work ordered by OWNER, but not shown on the Plans or required by the Specifications in accordance with the General Conditions. Similarly, payments may decrease if work is deleted.

By submitting a bid, the CONTRACTOR acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of CONTRACTOR because of any reliance or participation in the process.

OWNER reserves the right to reject any or all Bid Proposals and waive informalities or irregularities in Bid Proposals. OWNER also reserves the right to delay the award of a contract for a period not to exceed sixty (60) days from the date of the opening.

The undersigned further agrees, if awarded the contract for the work included in this Proposal, to begin and to complete and deliver the work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned has carefully checked the figures inserted by him and understands that they are the CONTRACTOR's sole responsibility, and OWNER will not be responsible for any errors or omissions on the part of the undersigned CONTRACTOR in preparing this Bid Proposal although OWNER may check and correct mathematical accuracy in evaluation of the bids.

The undersigned certifies that this Bid Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Information for and Instructions to Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a proposal, and the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.

The undersigned CONTRACTOR further grants OWNER the right to award this Contract based on any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits OWNER'S needs.

CONTRACTOR agrees that OWNER has determined that a reasonable time for substantial completion of the work is **one hundred and twenty (120)** calendar days. CONTRACTOR agrees that this proposal is submitted on this basis, subject to provisions contained in the Contract Documents relating to extensions of time and agrees to plan and execute the work with such diligence that the work shall be completed within the time specified.

CONTRACTOR agrees that OWNER assumes no responsibility for any understanding or representation made by any of its officers or agents during or prior to the bidding and execution of the Contract, unless (1) such understanding or representations are expressly stated in the Contract or Addenda thereto, or (2) the Contract expressly provides that responsibility therefore is assumed by OWNER, or (3) said understanding or representation is contained in the information supplied to CONTRACTOR by the OWNER or as information distributed pursuant to the Information for and Instructions to Bidders.

CONTRACTOR agrees that all terms set forth in the Information for and Instructions to Bidders as well as all other Contract Documents shall be binding upon the CONTRACTOR if a Notice of Award is issued in favor of said CONTRACTOR by OWNER.

CONTRACTOR understands that this project is to be constructed in compliance with all state and federal laws, rules, and regulations, which are applicable to the work.

In making this proposal, the undersigned incorporates and acknowledges all definitions set forth in the Contract Documents.

The undersigned hereby submits this proposal and the accompanying Bid Table as its proposal to construct the improvements described in the Contract Documents.

CONTRACTOR has received all Addenda before submission of Bid Proposal and has examined the same and has included them in the Contract Documents prior to submitting the bid and has submitted the bid based upon them.

#### **ADDENDUM ACKNOWLEDGEMENT**

The undersigned CONTRACTOR acknowledges receipt of Addendum No. \_\_\_\_\_.



The undersigned is licensed in accordance with the Laws of the State of Arizona:

**License Number** \_\_\_\_\_ **Class** \_\_\_\_\_.

**NOW:** In compliance with the Invitation to Bid and all the provisions hereinbefore and after stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the Work for the prices set forth in the following Schedule(s) upon which award of contract is made.

**Individual**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Partnership**

Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

By: \_\_\_\_\_, Partner

Other Partners: \_\_\_\_\_

\_\_\_\_\_

**Corporation**

Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

By: \_\_\_\_\_, President

\_\_\_\_\_, Secretary

**Organized under the Laws of the State of** \_\_\_\_\_

Date: \_\_\_\_\_

SEAL

**REFERENCES**

This form must be submitted as an attachment to the Bid Proposal. Bidder must provide a list of at least three (3) municipal/public supply projects of a similar scope and size that has been completed within the prior thirty-six (36) months in a related hydrogeologic environment of northern Arizona. Project references shall include a brief description, contact person, phone number, and email address.

**Project 1**      Description: \_\_\_\_\_  
                         Contact Person: \_\_\_\_\_  
                         Phone Number: \_\_\_\_\_  
                         E-mail Address: \_\_\_\_\_

**Project 2**      Description: \_\_\_\_\_  
                         Contact Person: \_\_\_\_\_  
                         Phone Number: \_\_\_\_\_  
                         E-mail Address: \_\_\_\_\_

**Project 3**      Description: \_\_\_\_\_  
                         Contact Person: \_\_\_\_\_  
                         Phone Number: \_\_\_\_\_  
                         E-mail Address: \_\_\_\_\_

Respectfully Submitted,

\_\_\_\_\_  
Bidder

**SUBCONTRACTOR (SUB) LIST FORM**

This form must be submitted as an attachment to the Bid Proposal. The bidder must list below the names of all qualified subcontractors that will be employed for the various portions of the work indicated. It is the responsibility of CONTRACTOR to ascertain that all subcontractors for this project meet the requirements of applicable state statutes.

**SUB 1**      Name: \_\_\_\_\_  
                  Contact Person: \_\_\_\_\_  
                  Phone Number: \_\_\_\_\_  
                  E-mail Address: \_\_\_\_\_  
                  Description of Work: \_\_\_\_\_

**SUB 2**      Name: \_\_\_\_\_  
                  Contact Person: \_\_\_\_\_  
                  Phone Number: \_\_\_\_\_  
                  E-mail Address: \_\_\_\_\_  
                  Description of Work: \_\_\_\_\_

**SUB 3**      Name: \_\_\_\_\_  
                  Contact Person: \_\_\_\_\_  
                  Phone Number: \_\_\_\_\_  
                  E-mail Address: \_\_\_\_\_  
                  Description of Work: \_\_\_\_\_

Respectfully Submitted,

\_\_\_\_\_  
Bidder

END OF BID PROPOSAL

