

# Turn-Key Solar Project



RFP # 13-01

## TABLE OF CONTENTS

<b>Document Title</b>	<b>Page Numbers</b>
1. Notice of Request for Proposals for Construction	2
2. General Information	4
3. Instructions to Bidders	6
4. Specifications	Insert between 17 & 18
5. Form of Construction Contract	18
6. General Provisions	22
Forms to be Returned by Bidder:	
A. Minimum Qualifications Form	81
B. Reference Form	82
C. Offer and Acceptance	84
D. Worker's Compensation Certificate	86
E. Bid for Construction	87
F. Bid Schedule	93
G. Bid Guaranty Bond	95
H. Certificate of Insurability	96
I. Non-Collusion Affidavit	97
J. Certification of the Bidder's Experience and Qualifications	98
K. List of Proposed Subcontractors	100
L. Schedule of Manufacturers and Suppliers, Major Equipment and Material Items	101

**FORT MOJAVE MESA FIRE DISTRICT**

**NOTICE OF REQUEST FOR PROPOSALS FOR CONSTRUCTION (RFP)**

<b><u>Request for Proposals Information:</u></b>		<b><u>Submit Proposals to:</u></b>	
RFP Number:	RFP# <u>13-01</u>	Physical:	Fort Mojave Mesa Fire
RFP Title:	Turnkey Solar Energy System	District	
		Address:	2230 Joy Lane Fort Mohave, AZ 86426
Date Issued:	12/01/ 2013		
Contact Persons:	Scott Seabury		
Email Address:	scott@sfai.us		
Opening:	01/07/14 @ 6:pm		
Proposals Due:	01/06/14 @ 4:00 pm		

This solicitation may be obtained from our website at: <http://www.fmmfd.org/>. Any interested Bidders without internet access may obtain a copy of this solicitation by calling 928-768-9181, or a copy may be picked up during regular business hours at the Fort Mojave Mesa Fire District Administration, 2230 Joy Lane, Fort Mohave, Arizona 86426. If you experience any problems receiving this Request for Proposals, please call 928-768-9181.

If you do not wish to bid on this solicitation, please provide written notification of your decision. Failure to respond could result in deletion of your name from the District's Bidder listing. This form may be returned to the address above, or faxed to 928-768-8434. A "No Bid" will be considered a response. Returning this form only does not fulfill bid requirements unless responding with a "No Bid" as shown below.

E-mailed, faxed and verbal offers are not acceptable.

**CHECK APPROPRIATE BOX:**

- I am submitting a "No Bid" at this time.**  
Please keep my name on the District's Bidder List.
- I cannot provide services of this nature.**  
If the District has provided for Bidder registration, please remove my name from this category. I will submit a revised Vender Registration Form. A copy of the Vender Registration Form may be available online, Please check the District's website at <http://www.fmmfd.org/>.
- I no longer wish to do business with Fort Mojave Mesa Fire District.**  
Please remove my name from the District's Bidder List.
- I am no longer in the business to provide these services.**  
Please remove my name from the District's Bidder List.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date Signed

---

Authorized Signature/Local Representative

---

Telephone/Fax Number

---

Type Name and Position Held with Company

---

Mailing Address

City

State

Zip

## GENERAL INFORMATION

1. **NOTICE:** Notice is hereby given that proposals will be received by the Fort Mojave Mesa Fire District for **RFP # 13-01, RFP Title: Construction;** Turnkey Solar Energy System by filing with the District at 62230 Joy Lane, Fort Mohave Mesa, Arizona 86426.
2. **SOLICITATION:** Fort Mojave Mesa Fire District (“District”) is soliciting proposals from Bidders qualified, responsible and willing to complete construction and/or services in compliance with all solicitation specifications and requirements contained or referenced herein.
3. **PURPOSE:** The purpose of this Request for Proposal is for District to obtain bids for a complete “turnkey” solar energy system.
4. **BRIEF SCOPE OF PROJECT:** The “turnkey” solar energy system should include engineering, procurement, installation, operation and maintenance, utility coordination and interconnection agreements. The bid should include all labor and materials and any temporary or interim facilities required to maintain essential existing functions in operation. The “turnkey” system shall comply with Arizona and local utility company metering and interconnection standards and construction guidelines.

The proposed energy system to be mounted to the roof at Station 91 (2230 Joy Lane) shall conform to the specifications by Seabury Fritz Architects attached hereto at Tab 4. The proposed energy system will be connected to the Mohave Electric Cooperative (MEC) grid via the net metering system. **The complete solar energy system shall not exceed \$75,000** (“Work” or “Project”).

5. **MINIMUM QUALIFICATIONS:** This Project will require the responsive Bidder to have the following minimum qualifications:
  - a. Five (5) or more years of related experience.
  - b. Experience working with special taxing districts, municipal or other governmental agencies and relevant regulatory entities.
  - c. Strong knowledge and/or experiences in solar energy system construction services.
  - d. Strong written, verbal and interpersonal communication skills.
  - e. Ability to meet required deadlines as demonstrated by prior project history.
  - f. Ability to provide training on the use and maintenance of the completed Project to District staff.
  - g. Bidder must be eligible to do Project/Work under and in accordance with, and must agree to conform to federal and state laws and applicable regulations.
  - h. Bidders must be, at the time of Bidding and throughout the period of the Contract, licensed as required by the State of Arizona, thoroughly competent, and capable of satisfactorily constructing the Project.
  - i. Bidder shall certify in a written statement to the District that it is skilled and regularly engaged in solar energy system work.
  - j. Bidder shall give full assurance to the District that their previous experience, financial capacity, and their plant and equipment are such as to enable their performance of the proposed Work within the scheduled time and in conformance with the Plans and Specifications of the District.
  - k. Bidders shall meet all Minimum Qualifications and return the Minimum Qualifications and Submittal Requirements Verification Form (**Form “A”** attached), with information/documentation as requested.

1. Bidders shall also provide a minimum of three (3) satisfactory references of current clients or clients for who Bidder has completed a significant project for during the past two years. The services and products provided to those clients shall be of those defined in this Notice of Request for Proposals. Bidders shall complete and return **Form “B”**, the Reference Form.

Bidders shall submit with their proposals with verifiable documents that prove satisfaction of the minimum qualifications. If you intend to use any subcontractors for this proposal, you shall include the required subcontractors’ information in responding to the afore-mentioned minimum qualifications. Failure to provide such information may cause your proposal to be deemed non-responsive.

**6. RFP ANTICIPATED SCHEDULE:**

<b>Event</b>	<b>Date</b>
RFP Release	12/01/13
Pre-Submittal Meeting (if any)	12/10/13 @ 10:00 a.m.
Substitution Requests	12/20/13
Bidder Questions (if any) Due	12/27/13
Responses to Bidder Questions	01/02/14
Proposal Responses Due	01/06/14 @ 4:00 p.m.
New Contract in Place	01/16/14 @ 6:00 p.m.

## INSTRUCTIONS TO BIDDERS

1. **SUBMITTAL REQUIREMENTS:** Responses to this RFP must include the following information:
  - a. A cover letter/statement of interest indicating the Bidder's interest and competency to perform the Work and highlighting its qualifications to perform this Project.
  - b. A description of Bidder's experience in construction projects similar in nature to the Project.
  - c. A description of Bidder's qualifications and how they meet the required and requested minimum qualifications listed above.
  - d. A description of all applicable fees and charges (ie: hourly rate; materials; equipment, etc.).
  - e. Resumes of key personnel who would be assigned to this Project (where applicable).
  - f. A completed Minimum Qualifications and Submittal Requirements Verification form (**Form "B"**).
  - g. A minimum of three (3) references relating to the Work being requested with full name, title, address, phone and email addresses or fax numbers (**Form "B"**)
  - h. Bidders must correctly prepare and submit all documents listed below with their response:
    - i. **Form "C"** - Offer and Acceptance
    - ii. **Form "D"** - Worker's Compensation Certificate
    - iii. **Form "E"** - Bid for Construction
    - iv. **Form "F"** - Bid Schedule
    - v. **Form "G"** - Bid Guaranty Bond
    - vi. **Form "H"** - Certificate of Insurability
    - vii. **Form "I"** - Non-Collusion Affidavit
    - viii. **Form "J"** - Certification of the Bidder's Experience and Qualifications
    - ix. **Form "K"** - List of Proposed Subcontractors
    - x. **Form "L"** - Schedule of Manufacturers and Suppliers, Major Equipment and Material Items
    - xi. Any Addenda, as issued

Bid prices shall include everything necessary for the completion of the Project including, but not limited to providing the materials, equipment, tools, and other facilities, management, superintendence, labor and services. Bid prices shall include allowance for all applicable federal, state, and local taxes. If the sum of the items in the Bid Schedule does not equal the total amounts quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid. Alternative bids will not be considered unless called for or permitted in the Bid documents.

With its Bid, each Bidder shall include with its Bid, the name and address of a bonding company doing business lawfully in the State of Arizona, which will supply the required Payment Bond and Faithful Performance Bonds. If the bonding company named in the Bid is rejected by the District, the Bidder shall furnish an alternative bonding company acceptable to the District within five (5) calendar days of receipt of notification of such rejection. Failure to do so may result in the rescission of the contract award.

Bidders shall submit **one (1) original and three (3) copies** of all proposal documents. Please send an electronic copy, in Word, Excel and/or PDF format, on a flash drive or CD-R. The bid shall include all information requested by the solicitation, and utilize the forms provided by the solicitation. In case of discrepancy between hard copies of the proposal and the electronic copy of the proposal submitted, the hard copy shall govern.

Proposals must be signed by an authorized agent of the Bidder and submitted in a sealed envelope/container marked or labeled with the Bidder firm name, RFP number, RFP title, solicitation due date and time.

Proposals must be received and time stamped at 2230 Joy Lane, Fort Mohave, AZ 86426 on or before the time and date as defined by the Notice of Request for Proposals. Late proposals will not be accepted, or will be returned unopened. Proposals and modifications received after the closing time specified will not be accepted. Telephoned, emailed, or faxed proposals are not acceptable.

Failure to comply with the submittal requirements may be cause for the Bidder's proposal to be rejected as nonresponsive.

2. **CONTRACT DOCUMENTS:** The following comprise the "Contract Documents" and represent the entire agreement between the District and Bidder:

1. The RFP and all attachments comprise the "Project Manual", including but not limited to:
  1. Notice of Request for Proposals for Construction
  2. General Information
  3. Instructions to Bidders
  4. Specifications
  5. Form of Construction Contract
  6. General Provisions

Forms to be returned by Bidder:

- A. Minimum Qualifications Form
  - B. Reference Form
  - C. Offer and Acceptance
  - D. Worker's Compensation Certificate
  - E. Bid for Construction
  - F. Bid Schedule
  - G. Bid Guaranty Bond
  - H. Certificate of Insurability
  - I. Non-Collusion Affidavit
  - J. Certification of the Bidder's Experience and Qualifications, including resumes of key personnel
  - K. List of Proposed Subcontractors
  - L. Schedule of Manufacturers and Suppliers, Major Equipment and Material Items
2. Construction Contract



3. Notice of Award
  4. Receipt of Notice of Award
  5. Notice to Proceed
  6. Change Orders
  7. Detailed Specifications
  8. Addenda
  9. Directives
  10. Plans
  11. Contract Drawings
3. **INSPECTION OF WORKSITES:** Prior to submitting a Bid, Bidders are required to inspect the Work site to satisfy themselves by personal examination or by such other means as they may prefer, as to the location of the proposed Work, and of the actual conditions of the Work site.

Entrance by Bidders to the Work site for purposes of making inspections shall be by arrangement with the Fire Chief and under conditions established by the District. If, during the course of such an inspection, a Bidder finds facts or conditions which appear to be in conflict with the Project, the Bidder must notify the Fire Chief and may apply to the Fire Chief, in writing, for additional information and explanation before submitting its Bid.

Any information provided by the District or the Fire Chief is not intended to be a substitute for, or a supplement to the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder. Bidder acknowledges that they have not relied upon the District, Fire Chief, or District employee or agents furnished information regarding site conditions in preparing and submitting a Bid. The Plans show conditions as they are believed to exist, but it is not intended or to be inferred that the conditions as shown constitute a representation by the District or any of its officers that such conditions actually exist, nor shall the District or any of its officers be liable for any loss sustained by the Bidder as a result of any variance between any conditions as shown on the Plans and the actual conditions revealed during the progress of the Project, or otherwise.

The District disclaims responsibility for the interpretation by Bidders of data.

The lands upon which the Work is to be performed, right-of-way for access thereto, and other lands designated for use by the Bidder in performing the Work are identified in the Plans.

Submission of a Bid by the Bidder shall constitute acknowledgment that, if awarded the Contract, the Bidder has relied and is relying on its own examination of (1) the site of the Work, (2) access to the site, and (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the Work to be constructed under the Contract.

The Bidder shall examine carefully the Plans and Specifications and the site of the proposed Project and shall solely judge for themselves the nature and location of the Work to be done and all the conditions. The submission of a Bid shall be deemed as conclusive evidence that the Bidder has made the necessary investigation and is prima facie evidence (a fact presumed to be true unless it is disproved) that they are satisfied with the conditions to be encountered, the quantity and quality of the Work or materials to be performed or furnished, and the requirements and provisions of the Plans and Specifications. The Bidder agrees that if it is awarded the Contract, it will make no claim against the District, the Fire Chief, Architect or any other District

officials based on ignorance or misunderstanding of any of the provisions of the Project, or because of any unforeseen subsurface conditions except in the manner and under the circumstances as provided in the Plans and Specifications.

4. **PRE-BID CONFERENCE:** There will be a **MANDATORY** pre-bid conference scheduled for 12/10/2013 at 10:00 a.m. at the District office. Bids will not be accepted if Bidder has not attended the pre-bid conference.
5. **BID GUARANTY:** The Bid Documents shall be accompanied by a Bid Guaranty: a bond in the form required by Arizona Revised Statutes, §34-201(A)(3) provided by a guaranty company authorized to do business in the State of Arizona for payment to the District in the sum of at least ten percent (10%) of the total amount of the Bid Price, or, alternatively, by a certified or cashier's check, payable to the District in the sum of at least ten percent (10%) of the total amount of the Bid Price.

The amount payable to the District under the Bid Guaranty: a bond or the certified or cashier's check shall be forfeited to the District as liquidated damages in case of a failure or neglect of the Bidder to enter into, execute, and deliver to the District the Contract on the form provided in the RFP: to furnish, execute and deliver the required Performance and Payment Bonds as required in this RFP; or to provide evidences of insurance.

The Bid Guaranty of any Bidder whom the District believes to have a reasonable chance of receiving the award may be retained by the District until the earlier of the tenth (10th) day after the execution of the contract by the successful Bidder or rejection of all Bids.

Within seven (7) calendar days after the Bids are opened, the District will return the Bid Guaranties accompanying the Bids that are not to be considered in making the award. All other Bid Guaranties will be held until the Contract has been fully executed, ten (10) days after which, the unaccepted ones will be returned to the respective Bidders who's Bids they accompanied.

6. **BID WITHDRAWAL:** A Bidder may withdraw its Bid before the time fixed for the opening of Bids by communicating its purpose in writing to the District. Upon receipt of such written notice, the unopened Bid will be returned to the Bidder.

The withdrawal of a Bid does not prejudice the right of a Bidder to file a new Bid, so long as the new Bid is submitted as set forth in the Instructions to Bidders prior to the closing time indicated for Bids in the Notice for Bids.

No Bidder may withdraw its Bid for three (3) days after the time established for receiving Bids or before the award. The award of the Contract to one party does not constitute a waiver of this condition.

7. **EVALUATION CRITERIA:** Evaluations of submittal packets will be based on the criteria listed below:
  - a. Previous experience in construction services – 20%
  - b. Expertise of key personnel – 20%
  - c. Response of references – 15%
  - d. Costs – 15%
  - e. Ability to adhere to construction schedule – 15%
  - f. Location of Office - 15%
8. **FRAUD AND COLLUSION:** Each Bidder, by submission of a proposal, proclaims and agrees that no officer or employee of the District or of any subdivision thereof has: 1) aided or assisted

the Bidder in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Bidder; 2) favored one Bidder over another by giving or withholding information or by willfully misleading the Bidder in regard to the character of the material or supplies called for or the conditions under which the proposed Work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) any direct or indirect financial interest in the proposal. Additionally, during the conduct of business with the District that the Bidder will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that the person or entity to whom a contract has been awarded has, in presenting any proposal, or proposals, colluded with any other party or parties for the purpose of preventing any other proposal being made, then the contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by the District.

9. **UNFAIR COMPETITION AND OTHER LAWS:** Unfair Competition And Other Laws: Responses shall be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable District, State, and Federal laws and regulations.
10. **VALUATION AND AWARD CRITERIA:** The District intends to contract with the qualified firm(s) and/or individual(s) who is the lowest responsible Bidder, i.e., whose proposals are deemed to be most advantageous to the District considering price, conformity to the specifications and other factors. No contract shall be awarded solely on the basis of price. Cost is a factor in selection. Evaluation of cost shall be made without regard to applicable taxes. However, only those proposals determined to best meet all of the requirements of the Request for Proposals will be given consideration.

District may consider the qualifications of subcontractors and other persons and organizations, including those who are to furnish the principal items of material or equipment, proposed for those portions of the Work as to which the identity of subcontractors and other persons and organizations must be submitted as required by this RFP.

Modification of a Bid already received will be considered only if the modification is received prior to the time established for receiving Bids. Modifications shall be made in writing, and shall be executed and submitted in the same form and manner as the original Bid; except that the modification shall not reveal the Bid Price, but should provide the addition or subtraction or other modifications so that the final prices or terms will not be known until the sealed Bids are opened.

The District shall evaluate proposals meeting the minimum qualifications and deemed responsive. Proposals shall be evaluated according to the evaluation criteria set forth herein.

The District reserves the right to request additional information and/or clarification. Any clarification of a proposal shall be in writing. Recommendation for award will be to the responsible and responsive Bidder whose proposal is determined to be the most advantageous to the District taking into consideration the evaluation criteria set forth in this RFP.

Responsiveness to this Request for Proposals and responsibility to successfully carry out the contract must be evident. Award will be made as determined to be in the best interest of the District, and the District's decision shall be final.

The District reserves the following rights: 1) to waive informalities in the proposal or proposal procedure; 2) to reject the response of any persons, corporations or companies that have previously defaulted on any contract with the District or who have engaged in conduct that constitutes a cause for debarment or suspension; 3) to reject any and all responses; 4) to re-advertise for proposals previously rejected; 5) to otherwise provide for the purchase of such

equipment, supplies materials and services as may be required herein; 6) to award the purchase order or contract on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and Bidder's ability to perform; 7) to increase or decrease the quantity specified herein.

10. **PROPOSAL OPENING:** Proposals will be publicly opened and Bidder's names will be read on the date and at the location defined in the Notice of Request for Proposals. All interested parties are invited to attend.

The District reserves the right to postpone the date and time for the receiving or opening of Bids at any time prior to the date and time established in the Notice for Bids. Postponement notices shall be posted on the District's website at <http://www.fmmfd.org/> in the form of an addendum.

11. **WAIVER:** Each Bidder, by submission of a proposal, proclaims and agrees and does waive any and all claims for damages against the District or its officers or employees when any of the rights reserved by the District may be exercised.

12. **QUESTIONS:** Questions regarding this Project may be directed to the Architect via e-mail at [scott@sfai.us](mailto:scott@sfai.us). Unauthorized contact regarding this RFP with other District employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the District. Any questions will be answered in writing and posted on the District's website at <http://www.fmmfd.org/>. It is the responsibility of individual firms to check the website for any amendments or Q&A's to this RFP.

13. **SURETY:** Surety required by this solicitation may be in the form of a bond, cashier's check or certificate of deposit made payable to the District. Personal or company checks are not acceptable.

14. **REJECTION OF PROPOSALS:** The District reserves the right to reject any and all proposals and/or to waive minor irregularities and informalities in the submittal and evaluation process. The District reserves the right to reject all bids and disregard all nonconforming, incomplete, obscure, irregular or conditional proposals. This RFP does not obligate the District to pay any costs incurred by respondents in the preparation and submission of their proposals. Furthermore, the RFP does not obligate the District to accept or contract for any expressed or implied services.

The District reserves the right to reject a Bid of the known participants if it has reason to believe that collusion exists among Bidders. The participants in such collusion may be barred from future bidding. All Bidders shall certify under penalty of perjury, that no collusion has occurred or exists and shall submit such certification with the Bid.

15. **PRICE BID & CERTIFICATION:** Bidders shall complete and submit the price bid and the Offer and Certification document (**Form "C"**) utilizing the forms provided in this RFP. Requested information and data shall be provided in the precise manner requested. Product and material descriptions shall provide sufficient information to precisely document the product and materials being offered. Failure to comply may cause the proposal to be improperly evaluated or deemed non-responsive.

The Offer and Certification document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation. Failure to do so may be cause to reject the proposal as nonresponsive.

All unit prices shall remain firm for the initial term of the executed contract, with the exception that should Bidder during the term of the contract offer to another buyer pricing for like or similar quantity, products or services more favorable than those given to District, that Bidder shall offer same pricing to the District, effective the date effective to other buyer. Unit prices given by

Bidder shall include all costs required to implement and actively conduct cost control and reduction activities.

Unit prices shall include all costs, and unless otherwise specified, shall be F.O.B. destination. Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time, if stated as a number of days, shall mean "calendar" days. The District reserves the right to question and correct obvious errors.

16. **GENERAL SPECIFICATIONS & DEVIATIONS:** Items included in the proposal shall meet the specifications and requirements set forth by the RFP. The specifications included in this RFP are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive proposals.

Equipment brand names, models and numbers, or specifications which refer to a sole source or a particular part or performance requirements ("Performance Requirements") when given, are intended to identify a level of quality, equivalent performance, to match an item already in use, and/or dimensional specifications, and are for reference only, unless otherwise specified in the solicitation. Such references are not intended to limit or restrict offers by other Bidders. If Performance Requirements are not available, please submit an offer on suitable alternatives. Bidder must be prepared to submit an alternative specification or service, with justification, at no cost to the District.

When specifications indicate a particular Performance Requirement, this is required because the specified item must meet a certain quality level, match an existing item or is part of an item already in use. If the brand and model specified is not available the District reserves the right to consider alternatives. Additional criteria when considering alternatives under this situation shall include an evaluation of how well the alternative matches the specified item in quality, design, color, etc. If the District determines to use an exception or an alternative suggested by a Bidder, the District may do so without going back out to bid or rejecting all bids, if the District, in its sole discretion, determines it would be in its best interest to do so.

Consideration will be given to proposals on other brands, models and numbers, or specifications quoted or noted as "equal." However, the District will be the sole judge on the question of "equal quality." After each such item, the full brand name, model, number or specification, etc., must be written on the proposal form by the Bidder. Descriptive literature may accompany all proposals, if offering an alternative item.

Failure to examine any drawings, specifications, and instructions will be at the Bidder's risk.

Deviation requests shall be specifically documented and clearly illustrate the deviation to the particular specification or the requirements set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Deviation requests shall be submitted prior to the initial solicitation due date. Requests submitted within eight (8) days of the solicitation due date may not be answered. Acceptance or rejection of said deviation request shall be at the sole discretion of the District.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified. Manufacturer and supplier documentation, including and not limited to the following, shall be provided by the successful Bidder not later than **fourteen (14) days** after request by the District and at no additional cost: warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

The District reserves the right to make adjustments or augment the specifications as needed in order to encourage as broad of participation as possible and to reduce the likelihood of this Request being interpreted as a “sole source” request.

17. **AWARD NOTICES:** An award notice will be issued by the District following award by the District Governing Board. A tabulation of responses will be maintained at the records office or at the main office of the District.
18. **CONTRACT AWARD:** Awards shall be made by the District Governing Board in accordance with the District policies, if any. The District reserves the right to reject any or all bids, or to waive irregularities and informalities if it is deemed in the best interest of the District. Resulting contracts are not exclusive, are for the sole convenience of the District, and the District reserves the right to obtain like goods or services from other sources.

The Contract will not be awarded to any Bidder who cannot give full assurance to the District that their previous experience, financial capacity, and their plant and equipment are such as to enable their performance of the proposed Work within the scheduled time and in conformance with the Plans and Specifications of the District.

The District reserves the right to make an award without further discussion of the submittals. The Bidder selected as the apparently successful Bidder will be expected to enter into a contract with the District. A sample form of contract, if provided, is at Tab 5. Please review this contract prior to submitting a proposal. In alternative, the District reserves the right to use a form of contract submitted by Bidder with the proposal for consideration. Proposed Bidder contract documents will be reviewed by the District. A bidder’s contract document shall not become part of the purchase contract unless and until it is signed by an authorized representative of the District. The District’s contract documents shall govern in event of conflict with the terms of a Bidder’s contract. In the event a purchase order is used, no contract exists on the part of the District until a written purchase order is issued. A signed and executed Offer and Certificate (Form C) will be considered sufficient notice of acceptance of contract. The Contract may be modified only through a written contract amendment agreed to and signed by both parties. In the event Bidder’s proposed contract is used, the General Provisions, at Tab 6 shall apply to any such contract.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final contract. If the selected Bidder fails to sign the contract within ten (10) business days of delivery of the final contract, the District may elect to negotiate a contract with the next-highest ranked Bidder. The District shall not be bound, or in any way obligated, until both parties have executed a contract. No party may incur any chargeable costs prior to the execution of the final contract.

The District reserves the right to award multiple contracts to multiple Bidders for this scope of service if it is in the best interest of the District.

It shall be understood by the Bidder and the District that the proposal received is for a signed contract to furnish all goods and perform all services, including labor (if any), as stipulated in the documents, upon the award of the proposal. The District may issue a numbered purchase order which will serve as an additional contractual agreement with the successful Bidder.

If only a purchase order is used, the two (2) documents (the original bid response bearing the signature of the Bidder and the District’s signed purchase order) become the forms of contractual agreement, agreeing to the performance of all conditions set forth in the solicitation, the General Provisions and any special instructions and conditions, including any addenda issued by the solicitation.

In the event that the resulting contract is terminated for any reason during the initial term of the contract, the District reserves the right to award to an alternate Bidder if deemed in the best interest of the District. A fully executed purchase order or contract mailed, or otherwise furnished, to the selected Bidder will result in a binding contract without further action by either party.

18. **PROPOSAL AND SCOPE OF WORK:** Following Bidder selection, the successful Bidder shall prepare a proposal and scope of Work for review by the District. Once the District and the Bidder have reached an agreement on the scope of Work, a final contract will be prepared by the District or the District may choose to use Bidder's form of contract as provided for herein); including the General Provisions.
19. **CONTRACT NEGOTIATION AND EXECUTION:** The District reserves the right to negotiate all elements of the submittals, proposals, terms and conditions, and/or scope of services as part of the contract negotiation process prior to any formal authorization of the contract by the District. All parties understand that if any adjustments are made to the original scope as a result of contract negotiations, a resulting change in price/costs may be necessary.

The Contract Documents shall be signed by the successful Bidder and returned to the District, together with the Contract Bonds as required by Arizona Revised Statutes §34-221 and other required Contract Documents, within three (3) days after receipt of Notice of Award of the Contract. Unless the District expressly agrees in writing to a delay in the submission of these documents, the Bidder shall forfeit to the District, as liquidated damages for such failure or refusal, the Bid Guaranty deposited with its Bid, and shall also forfeit its right to enter into the Contract, if the Bidder shall fail to comply with the requirements set forth in this paragraph.

At or prior to delivery of the signed Contract, the Contractor shall deliver to the District the Payment Bond and the Performance Bond, each in the amount of one hundred percent (100%) of the total Contract Price from a surety company doing business lawfully in the State of Arizona, and the policies of insurance or insurance certificates as required by the Contract Documents. The District shall approve all bonds and policies of insurance before the successful Bidder will be issued the Notice to Proceed and be given permission to proceed with the Work.

Failure or refusal to furnish bonds, insurance policies, or certificates in a form satisfactory to the District shall subject the Bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material. Unless expressly agreed to by the District, all materials shall be furnished in acceptable form within the time periods set forth herein. Any delay in the submission of bonds or insurance policies, which is authorized by or agreed to by the District shall be subject to the terms and conditions of this paragraph.

At or prior to execution of its Contract, the Bidder must submit a certificate of insurance from an authorized insurance agent or broker showing that said Bidder is insured in accordance with the requirements of the Specifications and this RFP.

20. **COMPLIANCE WITH CONTRACT:** District will execute a Contract with the successful Bidder by issue of a written contract ("Contract").

The Bidder agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the Contract. In particular, the Bidder agrees that they shall not provide goods or services in excess of the executed Contract items, item quantity, item amount, or Contract amount without prior written authorization by amendment or change order properly executed by the District. Any items provided in excess of the quantity stated in the Contract shall be at the Bidder's own risk. Bidders shall decline verbal requests to deliver items in excess of the Contract and shall report all such requests in writing to the District within one (1)

workday of the request. The report shall include the name of the requesting individual and the nature of the request.

21. **NOTICE TO PROCEED/TIMING:** Provided all pre-award contingencies have been met and that the Bidder's execution of the Contract has occurred as set forth herein, and further provided that the District has been provided the acceptable Payment and Performance Bonds and Certificates of Insurance by the Bidder, the District will execute a Notice to Proceed and cause the same to be delivered to the Bidder to whom the Contract is awarded..
22. **SURETY BOND REQUIRED OF OUT-OF-STATE CONTRACTORS:** The Bidder is further advised that if it is a taxpayer engaged in the construction business who does not have a principal place of business in Arizona, then Arizona Revised Statutes §42-112(D) may impose additional bonding conditions upon it. If, as successful Bidder on this Project, such Bidder enters into a prime construction contract with the District, this statute requires Bidder, at the time of contracting, to furnish to the Director of the Arizona Department of Revenue a Surety Bond or other security in the amount of the gross receipts to be paid Bidder under the Contract as multiplied by the applicable rate of the Arizona transaction privilege tax. The term "principal place of business" as used herein means a place in Arizona from which the Bidder has continuously operated a facility with at least one full-time employee for twelve (12) consecutive months preceding the time of contracting. The Bidder's attention is directed to the cited statute and to the Arizona Department of Revenue for further information.
23. **INQUIRIES:** Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of offers will be on file at District Offices.

No oral interpretations or clarifications will be made to any Bidder as to the meaning of any of the solicitation documents.

If a prospective Bidder believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the Bidder shall notify the District in writing identifying the issue with suggested solution prior to the closing time set for receipt of the solicitation proposal. Responses from the District will be made by written addendum and sent to all known potential Bidders. Issues identified less than **eight (8) days** prior to the solicitation opening date may not be answered.

24. **CONFLICTING INSTRUCTIONS:** In the event there are variations or conflicts between these instructions and any special or General Provisions, the General Provisions shall govern.
25. **WARRANTY/GUARANTEE:** Bidder warrants that all services will be performed in a good, workman-like and professional manner. If any materials or services are of a substandard or unsatisfactory manner as determined by the District, Bidder, at no additional charge to the District, will provide materials or redo such materials or services until in accordance with this Contract and to the District's reasonable satisfaction.

Unless otherwise agreed, the Bidder warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

Unless otherwise specified, Bidder(s) must guarantee full satisfaction of their products use, or permit unsatisfactory product to be returned collect for full money refund. All defective products shall be replaced and exchanged by the Bidder. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the Bidder. All replacement products must be received by the District within ten (10) days of initial notification. If applicable, Bidder



shall indicate current pricing for an annual service contract, and estimated percent increase after the initial year service period expires. The District has the option to either accept or pass on future maintenance agreements. Bidder shall provide an example of a service support agreement with the proposal. Bidders must agree to provide maintenance and repairs after the first year.

26. **ACCEPTANCE:** Acceptance of the goods and/or services shall be made by the District as designated by order or direction of the public body of its designee, in accordance with this Contract. Acceptance is required prior to commencement of Payment terms.
27. **BILLING:** Bidder shall submit one Application(s) for Payment to the District after the completion of the project in accordance with the General Provisions. Said Application for Payment shall reference the District Contract number under which the charges authorized, and assign and reference all charges to a particular line item defined by the contract. Invoices are not considered received until verified and received by Architect and/or Project Manager. Invoices must be sent to:

Fort Mojave Mesa Fire District  
Attn: Shirley Portwood, Office Manager  
2230 Joy Lane  
Fort Mohave, AZ 86426

28. **PRE-PROPOSAL CONFERENCE:** Where required, all interested parties may be asked to attend a pre-proposal conference that will be held at the time and place indicated on the cover page. The purpose of the conference is to clarify, if necessary, the terms of this Request for Proposals, and to prevent any misunderstanding of the District's intention in this matter. If anyone should have a discrepancy in, or omission from, the general terms and conditions of this Request for Proposals, or if in doubt as to their meaning, such matters should be presented at this conference so that written addendum may be given if necessary. Oral statements or instructions will not constitute an amendment to this Request for Proposals.
29. **RELATED WORK:** Bidders are advised that the District or others may have other projects under construction and other contracts awarded concurrent with this Project or subsequent to it which involve (1) work which abuts to or connects with the Work of this Contract and (2) work which must be accomplished in the same vicinity of the Work under this Contract. It is expected that such additional contract work will be carried out concurrently with the Work of this Contract. Detailed coordination requirements are given in this Project Manual, when necessary.

PROJECT MANUAL FOR

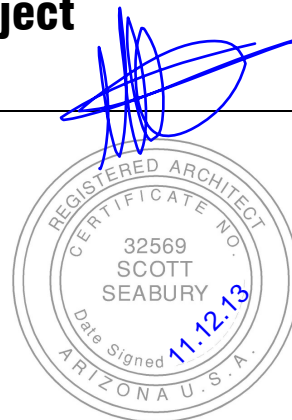
**Fort Mojave Mesa Fire Department  
Photovoltaic Panel Project  
Station 91**

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**Bullhead City, Arizona**

November 12, 2013

PROJECT NUMBER 1324



EXPIRES 6.30.16

**DIVISION 01 - GENERAL REQUIREMENTS**

01100	Summary
01200	Alternates
01500	Temporary Facilities and Controls
01600	Product Requirements
01701	Execution and Closeout Requirements

**DIVISION 05 - METALS**

05520	Railings
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**DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

07591	Roofing Sealant & Patch
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**DIVISION 26 - ELECTRICAL**

26310	Photovoltaic Systems
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END OF TABLE OF CONTENTS

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY OF WORK

- A. Owner-Furnished Items: None.
- B. Work Under Other Contracts: Roof parapet guard-railing and accessories, including installation.

1.2 CONTRACTOR'S LICENSE

- A. All Contractors shall be duly licensed for the type of work proposed, in Bullhead City, Arizona, and that all fees, permits, etc., pursuant to bidding and starting work have been paid in full.
- B. All Contractors must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work.

1.3 PERMITS

- A. The Owner will apply for the following:
  - 1. Mohave County – building review, approval and permit.
  - 2. MEC – electrical service review and approval.
- B. The Owner shall pay for the following and the Contractor shall coordinate and supply any necessary information required:
  - 1. Building permit.
  - 2. Electrical service connection fee.
  - 3. The Contractor shall investigate all other required fees, permits, and regulatory requirements of authorities having jurisdiction.

1.4 WORK RESTRICTIONS

- A. Contractor's Use of Premises: During construction, Contractor will have limited use of site and roof area indicated. Contractor's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project and as follows:
  - 1. Owner will occupy premises during construction. Perform construction only during normal working hours (8 AM to 5 PM Monday thru Friday, other than holidays), unless otherwise agreed to in advance by Owner. Clean-up work areas and return to a useable condition at the end of each work period.
  - 2. Driveways, Walkways, and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
  - 3. Schedule deliveries to minimize use of driveways and entrances.

4. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B. Tobacco Use: The use of tobacco in any form is prohibited at all locations on the project site and roof areas.

#### 1.5 OCCUPANCY REQUIREMENTS

A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.

#### 1.6 EXISTING FACILITIES EXITING

A. All occupied facilities shall have existing means of exiting or egress maintained throughout construction and during occupied hours. The existing exits and means of egress shall be kept clear and unobstructed.

B. Any alteration, adjustment, closing or blocking of an existing exiting or egress shall have prior approval of authorities having jurisdiction, including the Owner, Project Manager, Architect and shall be in compliance with requirements of the 2006 International Building Code (IBC). Approval shall be obtained prior to any alteration, adjustment, closing or blocking of an existing exiting or egress.

C. The use of construction aids, including but not limited to barricades and coved walkways, may be necessary to maintain the existing exits and means of egress. In addition, temporary lighting, signage and identifying devices may be necessary to maintain the existing exits and means of egress.

#### 1.7 MEASUREMENTS

A. The Contractor shall provide base lines and elevations, and measurement as required for proper execution of the construction. The Contractor shall layout work from data indicated on the Contract Documents and shall be responsible for all measurements.

B. The Contractor shall prior to starting construction, layout work and be responsible for all lines, elevations, and measurements.

#### 1.8 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 33-division format and CSI/CSC's "MasterFormat 2004" numbering system.

1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as

the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
  - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01100

SECTION 01200 - ALTERNATES

PART 1 - GENERAL

1.1 ALTERNATES

- A. An alternate is an amount proposed by bidder for certain work that may be added to or deducted from the Base Bid amount if Owner accepts the Alternate. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.
  - 1. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 2. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
  - 3. Notification: Immediately following award of the Contract, notify each party involved, in writing, whether alternates have been accepted, rejected, or deferred for later consideration.
  
- B. Indicate on the Bid Form amounts to be deducted from or added to the Contract Sum for the following alternates:
  - 1. Alternate Number 1: Steel fabricated guard railing, including anchoring, paint.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01200

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Use Charges: Cost or use charges for temporary facilities shall be included in the Contract Sum.
- B. Use water and electric power from Owner's existing system without metering and without payment of use charges.
- C. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 TEMPORARY UTILITIES

- A. General: Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
  - 1. Use of Owner's existing toilet facilities will be not be permitted unless prior written approval is obtained.
- C. Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

3.2 TEMPORARY SUPPORT FACILITIES

- A. Provide support facilities as necessary for construction operations.
- B. Provide waste-collection containers in sizes adequate to handle waste from construction operations. Collect waste daily and, when containers are full, legally dispose of waste off-site. Comply with requirements of authorities having jurisdiction.

3.3 TEMPORARY SECURITY AND PROTECTION FACILITIES

- A. Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- B. Install and maintain temporary fire-protection facilities. Comply with NFPA 241.



3.4 TERMINATION AND REMOVAL

- A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.
- B. Remove temporary facilities and controls no later than Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

END OF SECTION 01500

SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 - GENERAL (Not Applicable)

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
  - 1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
  - 2. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Unless otherwise indicated, Architect will select color, pattern, and texture of each product from manufacturer's full range of options that includes both standard and premium items.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01600

SECTION 01701 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 CLOSEOUT SUBMITTALS

- A. Record Drawings: Maintain a set of prints of the Contract Drawings as Record Drawings. Mark to show actual installation where installation varies from that shown originally.
  - 1. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
- B. Operation and Maintenance Data: Submit one copy of manual. Organize data into three-ring binders with identification on front and spine of each binder, and envelopes for folded drawings. Include the following:
  - 1. Manufacturer's operation and maintenance documentation.
  - 2. Maintenance and service schedules.
  - 3. Maintenance service contracts.
  - 4. Emergency instructions.
  - 5. Spare parts list.
  - 6. Wiring diagrams.
  - 7. Copies of warranties.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, plumb, smooth, clean, and free of deleterious substances; substrates within installation tolerances; and application conditions within environmental limits. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to property survey and existing benchmarks.
- C. Take field measurements as required to fit the Work properly. Where fabricated products are to be fitted to other construction, verify dimensions by field measurement before fabrication and, when possible, allow for fitting and trimming during installation.

3.2 CUTTING AND PATCHING

- A. Do not cut structural members or operational elements without prior written approval of Architect.

- B. Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- C. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

### 3.3 INSTALLATION

- A. Comply with manufacturer's written instructions for installation. Anchor each product securely in place, accurately located and aligned with other portions of the Work. Clean exposed surfaces and protect from damage.
- B. Clean Project site and work areas daily, including common areas.

### 3.4 FINAL CLEANING

- A. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion:
  - 1. Remove labels that are not permanent.
  - 2. Clean transparent materials, including mirrors. Remove excess glazing compounds. Replace chipped or broken glass.
  - 3. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Sweep concrete floors broom clean.
  - 4. Vacuum carpeted surfaces and wax resilient flooring.
  - 5. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures. Clean light fixtures, lamps, globes, and reflectors.
  - 6. Clean Project site, yard, and grounds, in areas disturbed by construction activities. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.

### 3.5 CLOSEOUT PROCEDURES

- A. Substantial Completion: Before requesting Substantial Completion inspection, complete the following:
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, maintenance service agreements, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Submit Record Drawings, operation and maintenance manuals, and similar final record information.
  - 6. Deliver tools, spare parts, extra materials, and similar items.
  - 7. Make final changeover of permanent locks and deliver keys to Owner.
  - 8. Complete startup testing of systems.
  - 9. Remove temporary facilities and controls.
  - 10. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  - 11. Complete final cleaning requirements, including touchup painting.
  - 12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial

Completion after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.

- C. Request inspection for Final Completion, once the following are complete:
  - 1. Submit a copy of Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
  - 2. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- D. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
- E. Submit a written request for final inspection for acceptance. On receipt of request, Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Architect will prepare final Certificate for Payment after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.

### 3.6 DEMONSTRATION AND TRAINING

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system. Include a detailed review of the following:
  - 1. Include instruction for basis of system design and operational requirements, review of documentation, emergency procedures, operations, adjustments, troubleshooting, maintenance, and repairs.

END OF SECTION 01701

SECTION 05520 - RAILINGS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Shop Drawings when requested by the Owner or Architect.

PART 2 - PRODUCTS

2.1 METALS

- A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Steel Tubing: ASTM A 500 (cold formed) or ASTM A 513, Type 5 (mandrel drawn).
- C. Brackets, Flanges, and Anchors: Formed metal of same type of material and finish as supported rails, unless otherwise indicated.

2.2 OTHER MATERIALS

- A. Mounting hardware.

2.3 RAILING SYSTEMS

2.4 FABRICATION

- A. Assemble railing systems in shop to the greatest extent possible. Use connections that maintain structural value of joined pieces.
- B. Form changes in direction of railing members by mitering at elbow bends.
- C. Fabricate railing systems and gaurdrails for connecting members by welding.
- D. Provide anchors to connect gaurdrail and railing members to other construction.
- E. Provide wall returns at ends of wall-mounted gaurdrails.

2.5 FINISHES

- A. Steel Railings: Cleaned and shop primed and painted.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Fit exposed connections accurately together to form tight, hairline joints.
- B. Set railings accurately in location, alignment, and elevation and free of rack.
- C. Attach gaurdrails to wall as specified on the drawings.

END OF SECTION 05520

SECTION 07591 – ROOFING SEALANT & PATCH

PART 1 - GENERAL

1.1 SUBMITTALS

- A. Product Data.

1.2 WORK INCLUDED

- A. The contractor will provide all labor, materials, equipment, required to prepare and complete the installation of roofing sealants and patch system. All workmanship shall conform to the manufacturer's material recommendations and accepted industry standards.
- B. Class A roofing systems unless otherwise approved.

1.3 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately below work area. Conduct roof sealant & patching so Owner's operations will not be disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.
- B. Limit construction loads on roof to prevent damage.
- C. Weather Limitations: Proceed with roof sealant and patching preparation only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building.

PART 2 - PRODUCTS

2.1 GENERAL ROOF PATCH & REPAIR MATERIALS

- A. General: Roof sealants & patching materials recommended by roofing system manufacturer for intended use and compatible with components of existing and new roofing systems.

2.2 SEALANT & PATCHING MATERIALS

- A. Contractor verified and selected. Acrylic, SEBS Rubber, Rubberized Aluminum Coating, or other acceptable approved materials compatible with the existing roof system.
- B. Aggregate Surfacing: ASTM D 1863, No. 6 or No. 67, clean, dry, opaque, free of sharp edges.

PART 3 - EXECUTION



3.1 PREPARATION

- A. Protect existing membrane roofing system.
- B. Coordinate with Owner to shut down air intake equipment in the vicinity of the Work. Cover air intake louvers before proceeding with sealant & patching work that could affect indoor air quality or activate smoke detectors in the ductwork.
- C. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
- D. Verify that rooftop utilities and service piping have been shut off or isolated before commencing Work.

3.2 ROOF SEALANT & PATCH PREPARATION

- A. Remove blisters, ridges, buckles, and other substrate irregularities from existing roofing membrane.
  - 1. Broom clean existing substrate.
  - 2. Verify that existing substrate is dry before proceeding with installation. Spot check substrates with an electrical capacitance moisture-detection meter.
  - 3. Wet or damp substrate shall be dry.
- B. If roofing or roof sheathing has deteriorated, immediately notify Owner and Architect.

3.3 SEALANT & PATCH – GENERAL NOTES

- A. Apply roof sealant & patch system in accordance with manufacturer written instruction.
- B. Ensure weather tight installation.

END OF SECTION 07591

SECTION 26310 – PHOTOVOLATIC SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: This Section specifies solar electric modules, micro invertors and mounting.

1.2 ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate with work of other trades for proper time and sequence to avoid construction delays.
- B. Preinstallation Meetings: Conduct preinstallation meeting one week prior to commencing work.
- C. Sequencing and Scheduling: Sequence and scheduling of work in accordance with general accepted practices and manufacturer's written recommendations for sequencing construction operations.

1.3 SUBMITTALS

- A. Product Data, shop drawings, test and evaluation reports, manufacturer's instructions, source quality control, qualification statements of the installer and manufacturer, operation and maintenance data, and warranty documentation.

1.4 QUALITY ASSURANCE

- A. Qualifications:
  - 1. Manufacturer: Shall have sufficient capacity to produce and deliver required materials without causing delay in work, and capable of providing field service representation during construction. Manufacturing facility shall be certified to ISO 9001 and to ISO 14001.
  - 2. Installer: Shall be acceptable to the manufacturer, experienced in performing work of this section and has specialized in installation of work similar to that required for this project.

1.5 DELIVERY, STORAGE & HANDLING

- A. Delivery and Acceptance Requirements: Deliver material in accordance with manufacturer's written instructions. Deliver materials in manufacturer's original packaging with identification labels intact and in sizes to suit project. Store materials protected from exposure to harmful weather conditions and at temperature conditions recommended by manufacturer.

1.6 WARRANTY

- A. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and does not limit, other rights Owner may have under other Contract Documents.

- B. Warranty: Freedom from defects in materials and workmanship for 10 years, commencing on date of substantial completion. 80 Percent of Minimum Power Output: 25 years, commencing on date of substantial completion.

## PART 2 - PRODUCTS

### 2.1 SOLAR ELECTRIC MODULES

- A. Product:
1. Trina Solar, TSM-PDG5
  2. Approved equal.
- B. Description: 60 cell multicrystalline module, 250 watt power output range, 15.1% maximum efficiency. UL/IEC certified frameless module without grounding. Two layers of 2.5mm heat-strengthened glass. UL Fire Class A safety.
- C. Electrical Data:
1. Peak Power Watts- $P_{max}$  (Wp) 250
  2. Power Output Tolerance- $P_{max}$  (%) 0+3
  3. Maximum Power Voltage- $V_{MPP}$  (V) 30.3
  4. Maximum Power Current- $I_{MPP}$  (A) 8.26
  5. Open Circuit Voltage- $V_{oc}$  (V) 37.5
  6. Short Circuit Current- $I_{sc}$  (A) 8.70
  7. Module Efficiency  $\eta_m$  (%) 14.9
- D. Mechanical Data:
1. Solar cells Multicrystalline 156 × 156 mm (6 inches)
  2. Cell orientation 60 cells (6 × 10)
  3. Module dimensions 1685 × 997 × 6 mm (1685 x 997 x 32 mm with junction box)
  4. Weight 24.0 kg (52.9 lbs)
  5. Front Glass High Transmission, Low Iron, Heat Strengthened Glass, 2.5 mm (0.098 in)
  6. EVA White
  7. Back Glass Heat Strengthened Glass, 2.5 mm (0.098 inches)
  8. Frame Frameless
  9. J-Box IP 65 rated
  10. Cables Photovoltaic Technology cable 4.0 mm<sup>2</sup> (0.006 in<sup>2</sup>), 1000 mm (39.4 in)
  11. Connector MC4-EVO 3
- E. Temperature Ratings
1. Nominal Operating Cell Temperature (NOCT) 45°C (±2°C)
  2. Temperature Coefficient of P<sub>MAX</sub> - 0.43%/°C
  3. Temperature Coefficient of V<sub>OC</sub> - 0.32%/°C
  4. Temperature Coefficient of I<sub>SC</sub> 0.047%/°C
- F. Maximum Ratings
1. Operational Temperature -40~+85°C
  2. Maximum System Voltage 1000V DC(IEC)/1000V DC(UL )
  3. Max Series Fuse Rating 15A

2.2 INVERTORS

- A. Product:
  - 1. Enphase, M250 microinverter.
  - 2. Approved equal.
  
- B. Description: Compatible with cell count of PV modules, communication power line, integrated ground complying with requirements for ungrounded PV arrays, NEC 690.35, monitoring software. Compliant with UL1741/IEEE1547, FCC Part 15 Class B, CAN/CSA-C22.2 NO. 0-M91, 0.4-04, and 107.1-01

2.3 MOUNTING

- A. Product:
  - 1. Professional Solar Products, Solarwedge.
  - 2. Approved equal.
  
- B. Description: Racking system comprised of round post supports with adjustable height, including base supports, flashing boots, caps, framing rails & channels, connector fittings, hardware, and holdowns.

2.4 ACCESSORIES

- A. As recommended by the manufacturer and required for complete working installation, including but not limited to hardware, sealants, and electrical connection. All accessories shall be as recommended by the manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Verify that conditions of substrates are acceptable for product installation in accordance with manufacturer's instructions prior to solar electric module installation.
  - 1. Inform Owner and Architect of unacceptable conditions immediately upon discovery.
  - 2. Proceed with installation only after unacceptable conditions have been remedied and after receipt of written approval from Architect.

3.2 PREPARATION

- A. Ensure structure or substrate is adequate to support solar electric module(s).
  
- B. Surface Preparation: Prepare surface in accordance with manufacturer's written recommendations

3.3 INSTALLATION

- A. Coordinate installation of components in accordance manufacturer's installation instructions.

- B. Install racking components plumb and level, accurately fitted, free from distortion or defects. Provide for erection loads, and for sufficient temporary bracing to maintain indicated alignment until completion of erection and installation of permanent attachments.
  - 1. Anchor fabrications to structure as indicated.
  - 2. Separate dissimilar metals and use gasketed fasteners, isolation shim, or isolation tape to eliminate possibility of corrosive or electrolytic action between metals.
  - 3. Exercise care when installing components so as not to damage finish surfaces.
  - 4. Touch up as required to repair damaged finishes.
  - 5. Install base support sealant, boots, flashing as required to provide a watertight connection.
- C. Coordinate solar electric module work with work of other trades for proper time and sequence to avoid construction delays.
- D. Accurately fit, align, securely fasten and install free from distortion or defects.

### 3.4 FIELD QUALITY CONTROL

- A. Manufacturer Services: Coordinate manufacturers services including scheduled site visits to review work upon completion of work, after cleaning is carried out.
  - 1. Obtain reports within three days of review and submit immediately to Owner and Architect.

### 3.5 SYSTEM STARTUP AND ADJUSTING

- A. Commission the system to ensure that it complies with applicable code requirements and manufacturer's requirements. Adjust components and systems for correct function and operation in accordance with manufacturer's written instructions.

### 3.6 CLEANING

- A. Perform panel cleanup in accordance with manufacturer's recommendations. Upon completion, remove surplus materials, rubbish, tools and equipment.

### 3.7 CLOSEOUT ACTIVITIES

- A. Demonstration: Coordinate requirements for solar electric module demonstration.
- B. Training: Instruct Owner's designated maintenance personnel in care, adjustment and operation of solar electric module system. Provide competent instructor for not less than 2 two-hour training session(s) after completion and acceptance of work. Forward statement to Owner and Architect countersigned by maintenance personnel confirming that these instructions have been provided.

### 3.8 PROTECTION

- A. Protect installed product from damage during construction. Repair damage to adjacent materials caused by solar electric module installation.

END OF SECTION 23610

## CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2014 by and between the Fort Mojave Mesa Fire District (“District”), and \_\_\_\_\_, (“Contractor”).

### RECITALS

WHEREAS, the District issued a Notice of Request for Proposals (“RFP”) dated \_\_\_\_\_, for the construction of a **Turnkey Solar Energy System** (“Project”); and

WHEREAS, the Contractor has offered to perform the proposed work in accordance with the terms of the Contract; and

WHEREAS, the Contractor, as will appear by reference to the minutes of the proceedings of the Governing Board was duly awarded the work.

### AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, the parties hereto hereby stipulate and agree as follows:

1. The Contractor promises and agrees to and with the District that it shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all of the work required in connection with construction of **Turnkey Solar Energy System** Project all in strict accordance with the General Provisions, Specifications and Drawings, including any and all Addenda, and in strict compliance with the Contractor's Proposal and all other Contract Documents, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. The Contractor agrees to perform all of the work described above in accordance with the General Provision and Contract Documents and comply with the terms therein for the initial estimated Contract price of \_\_\_\_\_, subject to decrease in accordance with the Contract Documents, and the Bid Schedule set forth therein; and the District agrees to pay the Contract Prices in accordance with the Bid Schedule for the performance of the work described herein in accordance with the Contract Documents.
3. The Contractor and the District agree that the terms, conditions, and covenants of the Contract are set forth in the General Provisions, Contract Documents and the Specifications attached hereto as **Exhibit “1”** all defined as the Contract Documents, and by this reference made a part hereof as if fully set forth herein.

4. The Contractor and the District agree that each will be bound by all terms and conditions of all of the Specifications, and Contract Documents, as if the same were fully set forth herein, and hereby incorporate all of the foregoing into this Agreement.
5. The Contractor shall abide by all the laws of the United States of America, State of Arizona, Mohave County, and City of Fort Mohave.
6. The Contractor shall carry Workmen's Compensation Insurance and require all Subcontractors to carry Workmen's Compensation Insurance as required by the Law of the State of Arizona, and all other insurance as set forth in the General Conditions.
7. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the District to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and complete all work under this Contract within the time specified therein.
8. The Contract Document consist of the following component parts, all of which are a part of this Contract whether herein set out verbatim, or attached hereto:
  - a. The RFP and all attachments comprise the "Project Manual", including but not limited to:
    7. Notice of Request for Proposals for Construction
    8. General Information
    9. Instructions to Bidders
    10. Specifications
    11. Form of Construction Contract
    12. General Provisions
 Forms to be returned by Bidder:
    - M. Minimum Qualifications Form
    - N. Reference Form
    - O. Offer and Acceptance
    - P. Worker's Compensation Certificate
    - Q. Bid for Construction
    - R. Bid Schedule
    - S. Bid Guaranty Bond
    - T. Certificate of Insurability
    - U. Non-Collusion Affidavit
    - V. Certification of the Bidder's Experience and Qualifications, including resumes of key personnel
    - W. List of Proposed Subcontractors
    - X. Schedule of Manufacturers and Suppliers, Major Equipment and Material Items
  - b. Construction Contract
  - c. Notice of Award
  - d. Receipt of Notice of Award



- e. Notice to Proceed
- f. Change Orders
- g. Detailed Specifications
- h. Addenda
- i. Directives
- j. Plans
- k. Contract Drawings

The above named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the order of precedence is as follows:

The Contractor shall not take advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the District. The District will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications.

9. As part of the inducement for District to enter into this Agreement, Contractor makes the following representations:
- a. Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the work.
  - b. Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the work, which were utilized in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.
  - c. Contractor has made or caused to be made examinations, investigations and tests, and studies of such reports and related data as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.
  - d. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
  - e. Contractor has attended mandatory pre-bid meetings (if any).

10. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
  
11. District and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, and its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
  
12. Pursuant to Arizona Revised Statutes Section 38-511, the provisions of which are incorporated by reference as if fully set forth herein, all parties are hereby given notice that this Agreement is subject to cancellation by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract or Contract Documents on behalf of the District is, at any time while the Contract or Contract Document or any extension thereof is in effect, an employee or agent of any other party to the Contract or Contract Documents in any capacity or a consultant to any other party to the Contract or Contract Documents with respect to the subject matter of the Contract or Contract Documents.
  
13. During the performance of this Agreement, Contractor may also be under contract with the District for performance of work on other projects. A breach in the performance of any of Contractor's obligations under this Agreement shall constitute a breach of Contractor's obligations under any other agreement with the District and the breach by Contractor under other agreement with the District shall also constitute a breach of Contractor's obligations under this Agreement. The District may offset any amounts owed by Contractor under any such other agreement from any amounts owed to Contractor under this Agreement.
  
14. The Contract Documents constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

DISTRICT:

CONTRACTOR

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Board Chair

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_

## **GENERAL PROVISIONS**

**(Integrated Into Each Contract for Construction or Services)**

### TABLE OF CONTENTS

<b>Sec. 101</b>	<b>Definition of Words and Terms</b>
<b>Sec. 102</b>	<b>Control of the Project</b>
	102.1 Authority of the District
	102.2 Authority of Project Manager
	102.3 Supervision by Contractor
	102.4 Subcontracting and Assignment
<b>Sec. 103</b>	<b>Requirements and Conditions</b>
	103.1 General
	103.2 Contractor's Copies of Project Manuals & Plans
	103.3 Request for Interpretation of Project Manual
<b>Sec. 104</b>	<b>Contractor's Liability; Dispute Resolution; Bond and Insurance Requirements</b>
	104.1 Integration
	104.2 Preconstruction Conference and Scheduling
	104.3 Forum for Dispute Resolution; Applicable Law
	104.4 Contract Bonds and Guarantees
	104.5 Insurance
	104.6 General Indemnity
	104.7 Cooperation and Collateral Work
	7.1 General
	7.2 Between District's Contractors
	7.3 Between District Contractor and Others or Their Contractors
	104.8 Priority of Contract Documents
	104.9 Written Notice
<b>Sec. 105</b>	<b>Material, Equipment and Workmanship</b>
	105.1 General Quality
	105.2 Quality in Absence of Detailed Specifications
	105.3 Applicable Standards of Quality
	105.4 Material and Equipment Specified by Name
	4.1 Substitutions
	105.5 Demonstration of Compliance with Contract Requirements; Inspection; Punch Lists
	105.6 Storage of Materials and Equipment

- 105.7 Manufacturer's Directions
- 105.8 Defective Work
- 105.9 Materials and Equipment furnished by the District
- 105.10 Guarantees
- 105.11 Product Data
- 105.12 Property Rights in Materials and Work; Storage and Preservation
- 105.13 Quantity

**Sec. 106 Labor Standards**

- 106.1 Character of Workmanship, Methods and Equipment
- 106.2 Workmen's Compensation, Taxes
- 106.3 Apprentices
- 106.4 Overtime Work

**Sec. 107 Legal Obligations and Responsibilities**

- 107.1 Laws to be Observed
- 107.2 Safety, Health and Sanitation Provisions
- 107.3 Permits and Easements
- 107.4 Advance Notification of Required Governmental Inspections
- 107.5 Electric Power and Water
- 107.6 Patents
- 107.7 Pollution Control
- 107.8 Removal of Obstructions
- 107.9 Protection of Existing Utilities
  - 9.1 General
  - 9.2 Relocation of and Reconstruction of Existing Utilities
  - 9.3 Protection of Service Connections by the Contractor
  - 9.4 Unknown Utilities Disclosed During Contract Work
- 107.10 Site Cleanliness and Final Clean-Up
- 107.11 Transaction Privilege Taxes (Sales Tax)

**Sec. 108 Prosecution and Progress of the Work**

- 108.1 Progress of the Work
- 108.2 Scheduling of Work
- 108.3 Submittals
- 108.4 Sample and Tests
- 108.5 Field Orders and Suspension of Work
- 108.6 Extension of Time for Delay; Compensation for Delay
- 108.7 Change Orders
- 108.8 Procedure for Requesting Change Orders
  - 8.1 Change of the Contract Time
- 108.9 Formal Protest
- 108.10 Time of Completion; Weather; Liquidated Damages and Termination
  - 10.1 General
  - 10.2 Failure to Complete on Time; Liquidated Damages; Special Damages
  - 10.3 Rights and Remedies
  - 10.4 Default

- 10.5 Termination of Contract
- 108.11 Errors and Omissions
- 108.12 Use of Completed Portions of the Work
- 108.13 Final Completion and Acceptance of Work
- 108.14 Public Convenience and Access
  - 14.1 General
  - 14.2 Barricades and Warning Signs
- 108.15 Differing Site Conditions

**Sec. 109 Method of Payment**

- 109.1 Contract Sum
- 109.2 Suspension of Payments
- 109.3 Project Status Review
- 109.4 Application for Progress Payments
- 109.5 Measurement
- 109.6 Final Payment
- 109.7 Charges to Contractor
- 109.8 Payments to Subcontractors

**Sec. 110 Plans**

- 110.1 Plans

## SECTION 101 - DEFINITIONS OF WORDS AND TERMS

Where used in the Project Manual or Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

**ACCEPTANCE** - Formal action of the District in determining that the Contractor's Work has been completed in accordance with the Contract and in notifying the Contractor in writing of the acceptability of the Work.

**ACTS OF GOD** - A cataclysmic phenomenon of nature, such as an earthquake, flood or cyclone. Rain, wind, high water, or other natural phenomenon that might reasonably have been anticipated from historical records of the general locality of the Work shall not be construed as Acts of God.

**ADDENDA** - Plural of Addendum; Supplemental written specifications, drawings or plans issued prior to execution of the Contract which modify or interpret the Project Manual by addition, deletion, clarification, or correction.

**ADVERTISEMENT** - The public announcement, as required by law, inviting Bids for Work to be performed or materials to be furnished.

**AGENCY** - The legal entity that has contracted for the performance of the Work or for whom the Work is being performed.

**ARCHITECT** - The individual or firm who has accomplished the architectural services for the Project, including their representatives.

**AWARD** - The formal action of the governing body in accepting a Bid.

**BASE COURSE** - The upper course of the granular base of a pavement structure immediately below the pavement, or the lower course of an asphalt concrete pavement structure.

**BID** - (1) Offer of a Bidder submitted on the prescribed form setting forth the price or prices of the Work to be performed. (2) The approved form on which the District requires Bids to be prepared and submitted for Work plus information supplied by the District, which contains spaces for completion by the Bidder which, when completed in its entirety and executed by the Bidder, along with all required additional documents, shall constitute the Bid. Said Bid shall constitute the Contractor's offer to furnish all materials and to perform all the Work required in the Project Manual for the amount of money stated in the Bid.

**BID GUARANTY** - The financial security furnished with a Bid to guarantee that the Bidder will enter into the Contract if their Bid is accepted.

**BIDDER** - Any individual, partnership, joint venture, firm, company or corporation submitting a Bid for the Project, acting directly or through a duly authorized representative.

**BOARD** - The Board of Directors of the District.

**BUILDING CODE** - A regulation adopted by the governing body establishing minimum standards of construction for the protection of the public health, safety, and welfare in terms of measured performance rather than in terms of rigid Specifications of materials and methods.

**CALENDAR DAY** - Every day shown on the calendar.

**COMPLETION TIME** - The number of calendar days of completion of an act, including authorized time extensions. In case a calendar date of completion is shown in the Bid in lieu of the number of calendar days, the Contract shall be completed by that date. The time within which an act is to be done shall be computed by excluding the first and including the last day; and if the last day is Sunday or a legal holiday, that shall be excluded.

**CONSTRUCTION PROJECT** - The erection, installation, remodeling or alteration of durable facilities upon, under, or over the ground. This shall include, but is not limited to buildings, roadways and Utility pipes, lines, poles or other Structures.

**CONTRACT** - The writing and plans as set forth in and included in the Project Manual embodying the legally binding obligations between the District and the Contractor.

**CONTRACT DOCUMENTS** - The following comprise the Contract Documents in the Project Manual:

1. The RFP and all attachments comprise the “Project Manual”, including but not limited to:
  1. Notice of Request for Proposals for Construction
  2. General Information
  3. Instructions to Bidders
  4. Specifications
  5. Form of Construction Contract
  6. General ProvisionsForms to be Returned by Bidder:
  - A. Minimum Qualifications Form
  - B. Reference Form
  - C. Offer and Acceptance
  - D. Worker’s Compensation Certificate
  - E. Bid for Construction
  - F. Bid Schedule
  - G. Bid Guaranty Bond
  - H. Certificate of Insurability
  - I. Non-Collusion Affidavit
  - J. Certification of the Bidder's Experience and Qualifications, including resumes of key personnel
  - K. List of Proposed Subcontractors
  - L. Schedule of Manufacturers and Suppliers, Major Equipment and Material Items
2. Construction Contract
3. Notice of Award
4. Receipt of Notice of Award
5. Notice to Proceed
6. Change Orders
7. Detailed Specifications

8. Addenda
9. Directives
10. Plans
11. Contract Drawings

**CONTRACT DRAWINGS** - The drawings included in the Project Manual plus those prepared by the District and the Contractor pursuant to the terms of the Contract:

1. Drawings and Plans included in or with the Project Manual for the construction of the Project.
2. Modified drawings issued by Addendum.
3. Drawings submitted by the Contractor during the progress of the Work and accepted by the District either as attachments to change orders or as non-modifying supplements to the drawings and plans and to drawings subsequently issued by Addendum.
4. Drawings submitted by the District to the Contractor during the progress of the Work either as attachments to the change orders or as explanatory supplements to drawings or plans included in or with the Project Manual and drawings subsequently issued by Addendum.

**CONTRACT PRICE** - Amount payable to the Contractor under the terms and conditions of the Contract, based on the price given on the Bid Schedule, with adjustments made in accordance with the Contract. The total amount given in the Bid Schedule shall be either a lump sum bid or the summation of the unit price bids multiplied by the estimated quantities set forth in the Bid Schedule.

**CONTRACT TIME** - Number of calendar days or definite period of time stated in the Contract for the completion of the Work.

**CONTRACTOR(S)** - The individual, partnership, corporation, company or combination thereof, including joint venturers who enter into the Contract with the District for the performance of the Work. The term covers subcontractors, equipment and material suppliers, and their employees.

**CONTRACTOR'S PLANT AND EQUIPMENT** - Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor to carry out the Work, but not to be incorporated in the Work.

**DAY(S)** - When used to designate a period of time, shall be in reference to consecutive calendar days, including all weekends and Holidays unless expressly limited by or supplanted by the express terms of the Project Manual.

**DEFECTIVE** - An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Project Manual or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Project Manual, or has been damaged prior to Project Manager's recommendation for final payment.

**DIRECT** - Action of the District, Engineer or Project Manager by which the Contractor is ordered to perform or refrain from performing Work under the Contract.

**DIRECTIVE** - Written documentation of the actions of the District or Project Manager in directing the Contractor.



**DISTRICT** - Fort Mojave Mesa Fire District.

**DISTRICT'S REPRESENTATIVE** - Scott Seabury, Architect, Fire Chief, or a Person designated in writing by the District to act as its agent on specified matters relating to this Contract.

**DRAWINGS** - Drawings or reproductions of drawings, detailing fabrication and erection of structural elements, false work and forming for structures, fabrication of reinforcing steel, installed equipment and installation of systems, or any other supplementary Plans or similar data, which the Contractor is required to submit for approval.

**EMERGENCY** - Unforeseen occurrences and combinations of circumstances involving the public welfare or the protection of Work already done under the Contract Documents, or which endanger life or property and call for immediate action or remedy.

**ENGINEER** - The District or such other Person so designated by the Board.

**EPA** - United States Environmental Protection Agency.

**EQUIPMENT** - Mechanical, electrical, instrumentation, or other device with one or more moving parts, or devices requiring an electrical, pneumatic, electronic or hydraulic connection

**EXTRA WORK** - New and unforeseen Work will be classified as "Extra Work."

**FIELD ORDERS** - Written direction or directives issued by the Project Manager to the Contractor which interpret the Plans and Specifications, or which make minor changes in the Project that do not require an extension of time for completion of the Project or an increase in the Contract Price.

**FINAL ACCEPTANCE** That formal action by the District accepting the Work as fully completed after certification of full completion by the Project Manager and approval of the Board.

**FIRE CHIEF** - Brett Scholz, Fire Chief for the District.

**FURNISH** - To deliver to the job site or other specified location any item, equipment or material.

**HEREIN** - Refers to information presented in the Project Manual and on all Plans accompanying said Manual.

**HOLIDAYS** - Legal Holidays designated by the state or specifically identified Project Manual.

**INSTALL** - Placing, erecting, or constructing complete in place any item, equipment, or material.

**INSPECTOR** - Person designated by the District to act as its representative at the construction site and to perform inspection services of the Project.

**LABORATORY** - The materials testing laboratory authorized by the District to test materials and Work involved in the Contract.

**MAY** - Refers to permissive actions.

**MODIFICATIONS** - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the Effective Date of the Contract.

**NOTICE OF AWARD** - A letter from the District advising the Contractor that they is the successful Bidder and that their Bid has been accepted.

**OPERATIONAL** - The facility or any part thereof shall be deemed Operational when it is capable of performing the task, or providing the service, or accomplishing the purpose for which it has been designed. There is no relationship between an item being Operational and it being completed. Just because an item is Operational does not mean it is completed, accepted by the District or not subject to inclusion in whole or in part on any Punch List of not completed items.

**OPERATIONAL COMPLETION** - Operational Completion is when all or any portion of the Project is finished to the extent that is fully capable of performing the function or functions for which it was designed and constructed.

**OR EQUAL** - The equality of material and/or equipment offered by the Contractor, supplier, or manufacturer in lieu of the material and/or equipment specified by name herein shall be determined by the Construction Manager.

**PERSON** - The term, Person, includes firms, companies, corporations, partnerships, and joint ventures.

**PLANS** - All Drawings and Pictures depicting the location and spatial orientation of the Project.

**PLANT** - The Contractor's or subcontractor's facilities, including but not limited to, small tools and mobile equipment, located on or off site, necessary for preparation of materials and prosecution of Work for the Project.

**PRINCIPAL** - The individual, firm or corporation primarily liable on an obligation as distinguished from a surety.

**PROJECT** - All the Work specified in the Contract Documents necessary to complete the improvements as defined by and as required by the Contract, including the furnishing of all labor, materials and equipment incorporated or to be incorporated in the Construction Project described in the Project Manual. Said Project shall be known as the Fort Mojave Mesa Fire District Turnkey Solar Energy System.

**PROJECT MANAGER** - The Architect, Fire Chief or a Person designated, in writing, by the District to act as its representative at the construction site and to perform construction management and inspection services and administrative functions relating to this Contract.

**PROJECT MANUAL** - Those Contract Documents prepared for bidding and as amended by Addenda, consisting of all Contract Documents as defined herein, the General Provisions, the Detailed Specifications and Exhibits, the Plans and the District's Standard Specifications.

**PROVIDE** - Furnish and install, complete in place.

**PUNCH LIST** - List of incomplete items of Work and of items of Work which are not in conformance with the Contract. The list will be prepared by the Project Manager when the Contractor (1) notifies the

Project Manager in writing that the Work has been completed in accordance with the Contract Documents and (2) requests in writing that the District accept the Work.

**REFERENCE DOCUMENTS** - On all Work authorized by the District any referenced documents in the Specifications (i.e., Bulletins, Standards, Rules, Methods of Analysis or Test, Codes and Specifications of other Agencies), including Amendments, which are in effect and published at the time of Advertising for Bids or the issuing of a permit for the Work.

**RIGHT-OF-WAY** - A general term denoting land, property, or interest therein, usually in a strip, acquired for or devoted to a street, highway, water or sewer line, or other public improvement.

**ROAD** - A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

**SEALED BIDS** - The Bids of the Contractors bidding on the job at the time they are submitted to the District.

**SHALL** - Refers to actions by either the Contractor or the District and means the Contractor or District has entered into an agreement with the other party to do or perform the action.

**SHOWN** - Refers to information presented on the drawings, with or without reference to the drawings.

**SPECIFICATIONS** - That part of the Project Manual consisting of written descriptions of the technical features of materials, equipment, construction systems, standards, and workmanship specific to the Project..

**SPECIFY** - Refers to information described, shown, noted or presented in any manner in any part of the Project Manual.

**STANDARD DETAIL DRAWINGS** - That part of the District's Standard Specifications titled "Standard Detail Drawings".

**STANDARD SPECIFICATIONS** - The Fort Mojave Mesa Fire District's Standard Specifications, unless otherwise specified.

**STREET** - Streets, avenues, alleys, highways, crossings, lanes, intersections, courts, places and grounds now open or dedicated or hereafter opened or dedicated to public use and public ways.

**STRUCTURES** - Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, fences, swimming pools, and other features which may be encountered in the Work and not otherwise classed herein.

**SUBCONTRACTOR** - An individual, partnership, joint venture, firm, company or corporation supplying labor and material at the site of the Work and whose contractual relationship is with the Contractor and not with the District.

**SUBMITTALS** - The information which is specified for submission to the Project Manager in accordance with the Project Manual.

**SUBSTANTIAL COMPLETION** - That date as certified by the Project Manager when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. (See also "Operational Completion")

**SUPERINTENDENT** - The Contractor's authorized representative who is the responsible person in charge of the Work.

**UTILITY** - Public or private fixed works for the transportation of fluids, gases, power, signals or communications.

**WILL** - Refers to actions entered into by the Contractor or the District as a covenant with the other party to do or to perform the action.

**WORK** - "Work" shall mean the installation of the solar panel system as described in the Plans and Specifications from Seabury Fritz Architects attached hereto as Exhibit "A", which for purposes of this Contract and of all subsequent Resolutions and Notices pertaining to this Contract is hereby designated as the Fort Mojave Mesa Fire District, Turnkey Solar Energy System. Work shall also mean the furnishing of all labor, materials, equipment, and all other incidentals necessary or convenient to the successful completion of the Project as described in the Project Manual and the carrying out of all the duties and obligations imposed by the Contract.

**WORKING DAY** - A calendar day, exclusive of Saturdays, Sundays, and District recognized legal Holidays, on which weather and other conditions not under the control of the Contractor will permit construction operations to proceed for the major part of the day with the normal working force engaged in performing the controlling item or items of Work which would be in progress at that time.

## SECTION 102 - CONTROL OF THE PROJECT

### 102.1 AUTHORITY OF THE DISTRICT

- A. The Board, or its duly appointed representative, shall have the final authority in all matters affecting the Project. In the event of a design problem or deficiency, the Board, or the Project Manager with the approval of the Board, may use its discretion in resolving the problem or deficiency. Within the scope of the Contract, the Project Manager shall have the authority to enforce compliance with the Contract Documents. The Contractor shall promptly comply with instructions from the Project Manager.
- B. General: The Project Manager has the authority to act on behalf of the District on Change Orders, progress payments, and time of possession of operational portions of the Work.
- C. Change Orders: The Project Manager has the authority as and when delegated by the Board to accept or reject Change Orders proposed by the Contractor.
- D. Acceptability of Work: The Project Manager has the authority to make the final determination of the acceptability of the Work and also has the authority to accept or reject the Project Engineer's recommendations regarding retention of Defective Work.
- E. The Board will inform the Contractor when the Project Manager has been delegated the authority set forth in this section, and also of the Name of the Project Manager.
- F. In this Contract, the Board has delegated the Project Manager the authority to act in its behalf.

### 102.2 AUTHORITY OF PROJECT MANAGER

- A. The Project Manager serves as the agent of the District and will oversee and inspect the construction of the Project in accordance with the provisions of the Contract. The Project Manager will make initial decisions regarding all questions, which may arise as to the quantity, quality and acceptability of materials furnished and Work performed, the manner of performance, the rate of progress of the Work, and the acceptable fulfillment of the Contract on the part of the Contractor. The Project Manager interprets the intent and meaning of the Contract and makes initial decisions with respect to the Contractor's fulfillment of the Contract and the Contractor's entitlement to compensation. The Contractor shall look initially to the Project Manager in matters relating to the Contract. The Project Manager's decisions are subject to review by the Board in the same manner as Change Order Decision in accordance with these General Provisions.
- B. All orders, instructions, rulings, and decisions of the Project Manager shall be in writing, and shall be final and binding on the Contractor unless formal protest is made as specified herein.
- C. The Project Manager shall not have the power to waive any of the provisions of the Contract. If the Project Manager fails or omits to acknowledge or discover Defective or inferior Work or materials, the Contractor remains obligated to remove, repair, and replace the same without additional compensation at any time on direction of the Project Manager or the Board prior to the Final Acceptance or on direction of the Board during the one (1) year guarantee period following Acceptance.

D. The Project Manager shall at all times have access to the Work during its construction, and whether at the site of the Work, or when Work is being prepared or where materials, equipment and machinery are being obtained for the Work, and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of the Contract.

G. When the Project Manager indicates either verbally or in writing to the Contractor that any part of the Work does not comply with the Specifications, it shall be considered to be rejected.

H. It shall be the duty of the Contractor to call the Project Manager's attention to apparent errors and omissions in the Plans and Specifications. The Project Manager may, by appropriate instructions, correct errors and supply omissions which instructions shall be as binding upon the Contractor as though contained in the original Plans and Specifications. The Project Manager shall have authority to make minor changes in the Work not involving extra or lesser cost, and not inconsistent with the intent of the Plans and Specifications.

### 102.3 SUPERVISION BY CONTRACTOR

A. The Contractor or its designated Superintendent will be required to give personal attention to the fulfillment of this Contract, and to keep the Work under control and in accordance with the Schedule for Completion. During the Contractor's absence from the site of the Work, he or she shall provide a competent Superintendent with full authority to receive and execute such instructions, orders or directions as the Project Manager may issue in connection with the provisions of the Contract.

The Contractor will supervise and direct the Work. They has the authority to determine the means, methods, techniques, sequences and procedures of Construction, except in those instances where the District, to define the quality of an item of Work, specifies in the Contract a means, method, technique, sequence or procedure for Construction of that item of Work.

B. Instructions and information given by the Project Manager to the Contractor's Superintendent on the Work shall be considered as having been given to the Contractor. Before any Work is done at the job site, the Contractor shall give written notice to the Project Manager stating the name, home address and telephone number of the Contractor's Superintendent. The Contractor shall also inform the Project Manager in writing prior to any change of Superintendent. Similarly, the District will notify the Contractor in writing of the name, home address and telephone number of the Project Manager and of any changes of personnel in that position.

C. The Contractor shall file with the Project Manager, the names, addresses, and telephone numbers of representatives who can be contacted at any time in case of Emergency. These representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions immediately on order of the Project Manager.

D. The Contractor shall pay and cause their Subcontractors to pay any and all accounts for labor, services, equipment, and materials used by him and their Subcontractors during the performance of Work under this Contract, including all applicable taxes and insurance. Such accounts shall be paid as they become due and payable within the time limits set forth in Arizona Revised Statutes §32-1129 et cert. and 34-221 et cert.. If requested by the District, the Contractor

shall furnish to the District proof of payment of such accounts and lien releases in a form acceptable to the District.

E. The Plan or method of Work suggested by the District or the Project Manager 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 District and the Project Manager assume no responsibility therefore and in no way will be held liable for any defects in the Work which may result from or be caused by the use of such plan or method of Work.

#### 102.4 SUBCONTRACTING AND ASSIGNMENT

A. Subcontractors are recognized neither as employees or agents of the District or as having any privity of Contract with the District. All persons engaged in the Work of construction will be considered by the District to be employees of the Contractor. The Contractor will be held responsible for their Work and for all materials provided by them, which shall be subject to the provisions of the Contract.

B. Each Subcontract shall contain a suitable provision for cancellation or termination thereof should the Subcontractor neglect or fail to conform to every provision of the Contract.

C. This Contract shall not be assigned without the written consent of the District; however upon such assignment it shall be binding in full upon the assignees, successors or other parties in their stead. An assignment without consent or an involuntary assignment shall constitute a condition of default of this Contract.

D. Without written approval by the District, Subcontractors collectively shall not perform more than forty percent (40%) of the value of the total Work required pursuant to the Contract Documents.

E. Subcontracting: Contractor may not subcontract Work under this Contract without the express written permission of the District. If Contractor has received authorization to subcontract Work, it is agreed that all subcontractors performing Work under the Contract must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Contract be incorporated therein.

## SECTION 103 - REQUIREMENTS AND CONDITIONS

### 103.1 GENERAL

A. In the event the Contractor is a joint venture of two or more Contractors, the grants, covenants, provisions and claims, rights, powers, 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 or given by the District or the Project Manager to the Contractor under this Contract, shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons. Any notice, request or other communication given by any one of such persons to the Project Manager under this Contract shall be deemed to have been given by and shall bind all persons being the Contractor.

B. The grants, covenants, provisos and claims, rights, powers, privileges and liabilities in the Contract Documents shall be read and held as made by and with, and granted to and imposed upon, the Contractor and the District and their respective heirs, executors, administrators, successors and assigns.

C. The Contract shall not be assigned in whole or in part without the written consent of the District. Involuntary assignment of the Contract as caused by the Contractor being adjudged bankrupt, assignment of the Contract for the benefit of Contractor's creditors or appointment of a receiver on account of Contractor's insolvency shall be considered as failure to comply with the provisions of the Contract and shall subject the Contractor to the termination provisions contained herein.

D. Except as herein provided, no action or want of action on the part of the Contractor, District, or Project Manager at any time with respect to the exercise of any right or remedies conferred upon them under this Contract shall be deemed to be a waiver on the part of the Contractor and the District of any of their rights or remedies. No waiver shall be effective except in writing by the party to be charged. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right or remedy.

E. The Contract may be amended only by mutual consent of the District and the Contractor in writing.

F. If any term of provision of the Contract Documents or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Construction Contract or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of the Construction Contract shall be valid and enforceable to the fullest extent permitted by law.

G. Non-Exclusive: Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of the District. The District, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Contract.

H. Non-Appropriation: This Contract shall be subject to available funding, and nothing in this Contract shall bind the District to payment for damages in excess of funds appropriated and allotted for the purposes outlined in this Contract.



I. Independent Contractor: It is expressly understood that the relationship of Contractor to the District will be that of an independent contractor.

J. Successors and Assigns, Binding Effect: This Contract will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

K. No Third Party Beneficiaries: This Contract is intended for the exclusive benefit of the parties. Nothing set forth in this Contract is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

L. Public Records: Contractor acknowledges that the District is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Contract may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

M. Audits and Records: Contractor must preserve the records related to this Contract for six (6) years after completion of the Contract. The District or its authorized agent reserves the right to inspect any records related to the performance of Work specified herein. In addition, the District may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Contract. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the District. The audit of records may occur at Contractor's place of business or at District's offices, as determined by the District.

N. Background Check: Where applicable, the District may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Contract or who will have access to the District's information, data, or facilities in accordance with the District's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately.

O. The District's Right To Recover Against Third Parties: Contractor will do nothing to prejudice the District's right to recover against third parties for any loss, destruction, or damage to District property, and will at the District's request and expense, furnish to the District reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the District in obtaining recovery.

P. Use Of Name: Contractor will not use the name of Fort Mojave Mesa Fire District in any advertising or publicity without obtaining the prior written consent of the District.

Q. Fuel Charges and Price Increases: No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the District.

R. Provisions Required By Law: Any provision required by law to be in this Contract is a part of this Contract as if fully stated in it.

S. Surviving Provisions: Notwithstanding any completion, termination, or other expiration of this Contract, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Contract, will survive and remain in full force and effect. Except as specifically provided in this Contract, completion, termination, or other expiration of this Contract will not release any party from any liability or obligation arising prior to the date of termination.

T. Gratuities: Contractor shall not give, offer to give, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. The District may cancel this Contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any employee of the District with a view toward securing a contract or with respect to the performance of this Contract.

### 103.2 CONTRACTOR'S COPIES OF PROJECT MANUALS & PLANS

The District will furnish the Contractor within **three (3) days** after Notice to Proceed with two (2) sets of Project Manuals and two (2) sets of full-size Plans. The Contractor is advised that revisions incorporating changes by Addenda will not be incorporated into the Plans furnished under the provisions of this paragraph. The Contractor may request additional copies of the Project Manual or Plans. The Contractor shall keep at least one set of the Project Manual and one set of full-size Plans at the construction site.

### 103.3 REQUEST FOR INTERPRETATION OF PROJECT MANUAL

A. After the Award or during the progress of the Work, if it appears that the Work to be done or any matter relative thereto requires additional explanation, the Contractor shall apply to the Project Manager for such further explanations as may be necessary. The Project Manager shall then furnish by means of drawings or written clarification, such additional instructions as are required for clarification or proper execution of the Work. All such instructions shall be consistent with the Contract and reasonably inferable. All drawings signed by the Project Manager and delivered to the Contractor after execution of the Contract and all approved revision of such signed drawings shall be deemed written instructions to the Contractor. The Contractor shall comply with such written instructions of the Project Manager as part of the Contract. A request for interpretation under this section which results in the Contractor having to Furnish additional material, services or labor may entitle the Contractor to a Change Order which changes the Contract Price or the amount or quantity of Work to be done. Such Change Order shall be issued in accordance with these General Provisions.

B. All authorized alterations affecting the requirements and information given on the approved Plans shall be in writing. No changes shall be made on any plan or drawing after the same has been approved by the Fire Chief and the District, except by direction of the Project Manager in writing.

C. Working Drawings or Plans for any structure not included in the Plans furnished by the District as a part of the Contract Documents shall be approved by the Project Manager before any work involving such Plans shall be performed, unless approval is waived in writing by the Project Manager.

**SECTION 104 - CONTRACTORS LIABILITY; DISPUTE RESOLUTION;  
BOND AND INSURANCE REQUIREMENTS**

104.1 INTEGRATION

The Contract and all Contract Documents represent the entire and fully integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written Change Order made in the manner provided in these General Provisions.

104.2 PRECONSTRUCTION CONFERENCE AND SCHEDULING

A. Upon receipt of their copy of the Notice to Proceed, the Project Manager may arrange a preconstruction conference at the District offices with the Contractor. The conference shall be attended by the District, Project Manager, Contractor, Contractor's Superintendent, and such other representatives of local utilities and agencies as may desire to attend. The purpose of the conference is to establish a working understanding between these Parties and to discuss the progress schedule, to be submitted in accordance with these General Provisions, the schedule of Drawings, Submittals and approvals, the cost breakdown for lump sum items, applications for payment and their processing, subcontracting (if any is involved), and such other subjects as may be pertinent to the Project. The Contractor shall submit two (2) copies of their construction schedule to the Project Manager at the Preconstruction conference.

B. Within **three (3) days** from the date of this first conference, a second conference shall be held (not required for contracts of 30 days or less) at the District offices by the same parties, at which time the Contractor shall submit, for review, the following: a schedule of Drawings and sample Submittals; a schedule of materials and equipment delivery dates on such items as are agreed upon at the first conference.

C. Following this second conference, the Project Manager shall prepare and Furnish to the Contractor a memorandum of the proceedings, indicating the items which are satisfactory to the Project Manager and those which require revision. Any revisions required shall be made promptly and the revised item shall be promptly resubmitted. When satisfactory Submittals have been made of all the items, the Project Manager may prepare, and Furnish to the Contractor, a final memorandum, which will serve as a guide for general operating procedures, between the Project Manager and the Contractor.

104.3 FORUM FOR DISPUTE RESOLUTION; APPLICABLE LAW

This Contract shall be governed by the laws of the State of Arizona and venue for any litigation arising out of this Contract shall be in the Superior Court of the State of Arizona in and for the County of Mohave if the amount in dispute is within the jurisdictional limit of said court. If the amount in dispute is less than the jurisdictional limit of the Superior Court, jurisdiction and venue shall lie in the Justice of the Peace Court. To the extent permitted by A.R.S. §§12-1518 and 12-133, in the same manner as provided therein, the parties agree to resolve any dispute arising out of this Contract by arbitration. This Contract shall not be construed to create any Contractual relationship of any kind between the Project Manager and the Contractor or any Subcontractor, or between the District and any Subcontractor. During any dispute arising hereunder the Contractor shall continue to perform all Work in accordance with the schedule for the Work as provided in these General Provisions. In the event of any dispute arising hereunder, the

prevailing party in the resolution of such dispute shall be entitled to recover its attorney's fees and costs incurred.

#### 104.4 CONTRACT BONDS AND GUARANTEES

A. The Contractor shall provide payment and performance surety bonds, each in the amount of one hundred percent (100%) of the Contract Price. The performance bond shall serve as security for the faithful performance of the Work and the payment bond as security for the faithful payment and satisfaction of the persons furnishing materials and performing labor on the Work. The bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of Arizona. Such bonds shall remain in force throughout the period required to complete the Work, and thereafter for a period of **365 calendar days** after Final Acceptance of the Work, plus **365 calendar days** following the repair of any Work pursuant to the guarantees made herein. The Bonds must be executed by a duly licensed surety company, which is listed in the latest Circular 570 of the United States Treasury Department, as being acceptable as surety on federal bonds of the type required herein. No surety's liability on the Bonds shall exceed the underwriting limitations for the respective surety specified in Circular 570. The scope of the Bonds or the forms thereof which are prescribed in these Contract Documents shall in no way affect or alter the liabilities of the Contractor to the District as set forth herein.

B. Should any surety or sureties be deemed unsatisfactory at any time by the District, notice will be given the Contractor to that effect, and the Contractor shall forthwith substitute a new surety or sureties satisfactory to the District or the Board. No further payment shall be deemed due or will be made under this Contract until the new sureties shall qualify and be accepted by the District.

C. The Contractor guarantees to the District that all materials and equipment furnished under this Contract will be new and of good and sufficient quality, free from faults and defects as is necessary to complete the Project as required by the Plans and Specifications.

#### 104.5 INSURANCE

A. The Contractor shall purchase and maintain insurance as set forth below and shall not commence Work under this Contract until they shall have obtained all insurance required under this heading, with companies and on forms acceptable to the District and shall have provided Certificates of Insurance to the District. In addition, the Contractor shall not allow any Subcontractor to commence Work on their Subcontract until all insurance required of the Subcontractor has been obtained and Certificates of Insurance provided to the District. In the event that a Subcontractor is unable to obtain the requisite insurance, the Contractor may agree to provide the same for the Subcontractor, provided that the Contractor additionally indemnifies and holds harmless the District from all claims against the Subcontractor and provides certificates of Insurance showing the coverage of the Subcontractor by the Contractor. The Contractor shall obtain for itself and provide the District with Certificates of Insurance indicating the scope and extent of coverage as follows:

1. Workmen's Compensation Insurance: The Contractor shall provide Worker's Compensation Insurance to meet the statutory limits of Arizona's Worker's Compensation laws and to include Employer's Liability coverage. The policy shall be endorsed to provide a waiver of subrogation from the carrier in favor of the District and all related entities.

2. Commercial General Liability Insurance: Contractor shall maintain Commercial General Liability insurance in an amount of no less than \$1,000,000 per occurrence, \$2,000,000 general and products/completed operations aggregate and \$1,000,000 personal and advertising injury. The policy shall include premises and operations coverage, products and completed operations coverage, with no restrictions on coverage for additional insured's, and broad form contractual liability, to include both written and oral contracts. Policy shall include no exclusions for explosions, underground or collapse coverage. The Contractor's policy shall be endorsed to name the Fort Mojave Mesa Fire District, including its agents, representatives, directors, officers, officials and employees, as additional insured. The Contractor's policy shall be endorsed to be primary and non-contributory in favor of the District, and shall be endorsed to provide a waiver of subrogation in favor of the District. Original copies of all endorsements shall be provided to the District prior to the commencement of Work.

3. Automobile Liability Insurance: The Contractor shall carry and maintain Automobile Liability Insurance for all motor vehicles operated by or for the Contractor, including all owned, hired, and non-owned vehicles, with a minimum combined single limits of liability and property damage of \$1,000,000 for each occurrence which may arise from the operation, actions or omissions of the Contractor or any Subcontractor in the performance of the Project.

4. Professional Liability Insurance: If the Contract is the subject of any professional services or work, or if Contractor engages in any professional services or work adjunct or residual to performing the Work under this Contract, Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$1,000,000 all claims. Professional Liability coverage specifically for Architects, Engineers and Surveyors shall contain contractual liability insurance covering the contractual obligations of this Contract. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

5. Other Insurance: The Contractor shall carry and maintain all other insurance including Flood Insurance as may be required by Federal, State, County and District laws or ordinances. The Contractor may be required to, at the discretion of the District, maintain additional fire and extended coverage with an endorsement for vandalism and malicious mischief in its name and also in the name of the District in an amount of not less than \$100,000.00.

6. 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 cancelled nor the amount of the coverage thereof be reduced until **thirty (30) working days** after receipt by the District of a written notice of such cancellation or reduction in coverage, as evidenced by receipt of a registered letter."

Such insurance coverage obtained by the Contractor other than Workmen's Compensation Coverage, shall name the Fort Mojave Mesa Fire District, the Project Manager, the Fire Chief, and their directors, officers, principals, agents, attorneys, and employees as Additional Insured's.

B. Contractor agrees to comply with all Town/City ordinances and state and federal laws and regulations. All insurance policies shall be written on an occurrence basis. All policies provided by the Contractor shall be placed with an insurance carrier that is listed and licensed to do business in the State of Arizona and that carries a rating of A – VII or better according to the AM Best Company rating service. The Contractor shall be responsible to insure that all subcontractors that may be brought to the site or do Work on the Project carry the same limits of liability as indicated above and that they provide suitable evidence of said insurance to the District prior to commencing and Work on the Project.

C. No Representation of Coverage Adequacy: By requiring insurance herein, The District does not represent that coverage and limits will be adequate to protect Contractor. The District reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

D. Coverage Term: All insurance required herein shall be maintained in full force and effect until all Work or services required to be performed under the terms of subject contract is satisfactorily performed, completed and formally accepted by the District which shall cover the time period including the succeeding 365 calendar days after the Final Acceptance of the Work.

E. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or their Subcontractors of responsibility or direct physical loss, damage or destruction occurring prior to Final Acceptance.

F. The District shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within **ten (10) days** after the occurrence of loss to District's exercise of this power. If such objection be made, the District shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, the District shall upon the occurrence of an insured loss, give bond for the proper performance of these duties.

G. If the District finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all of the Work, such use or occupancy may be accomplished as provided in these General Provisions, provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

H. Each certificate of insurance shall include the job site and Project number. Coverage shown on certificate of insurance must coincide with the requirements in the text of the Contract Documents. Certificates for all coverage other than Workmen's Compensation will show that the District has been named as an Additional Insured.

## 104.6 GENERAL INDEMNITY

A. To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to Work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's and Sub-subcontractor's employees.

B. If any claim, action or proceeding is brought against the District by reason of any event that is the subject of this contract and or described herein, upon demand made by the District, Contractor, at its sole cost and expense, shall pay, resist or defend such claim or action on behalf of the District by attorney's of Contractor, or if covered by insurance, Contractor's insurer, all of which must be approved by the District which approval shall not be unreasonably withheld or delayed. The District shall cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, the District may engage its own attorney's to defend or assist in its defense. Any settlement of claims shall fully release and discharge the indemnified parties from any further liability for those claims. The release and discharge shall be in writing and shall be subject to approval by the District, which approval shall not be unreasonably withheld or delayed. If Contractor neglects or refuses to defend the District as provided by this agreement, any recovery or judgment against the District for a claim covered under this agreement, shall conclusively establish Contractor's liability to the District in connection with such recovery or judgment, and if the District desires to settle such dispute, the District shall be entitled to settle such dispute in good faith and Contractor shall be liable for the amount of such settlements and all expenses connected to the defense, including reasonable attorney fees, and other investigative and claims adjusting expenses.

Insurance provisions set forth in this agreement are separate and independent from the Indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the Indemnity provisions. The Indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

C. The indemnity obligations of this Contract shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist, by statute or under the common law of the State of Arizona, except those in conflict with the express terms of these General Provisions. The law of comparative negligence, as adopted by the State of Arizona, shall be binding upon the relationship between the parties, except as set forth herein.

## 104.7 COOPERATION AND COLLATERAL WORK

### 104.7.1 GENERAL

The Contractor shall be responsible for the scheduling and coordination of any Work, which may be carried on in the construction areas for this Project by other parties or by the District simultaneously with its construction Work. The Contractor shall include in their Bid any costs, which may be involved on its part as a result of coordinating construction of the work with such other activity. In the event of any delay caused to the Contractor, the Contractor may be entitled to additional time for completion of the Work in accordance with these General Provisions. The Contractor may file a written request for extension of time as specified in this Contract. All claims for additional time to be submitted in accordance with these General Provisions.

### 104.7.2 BETWEEN DISTRICT'S CONTRACTORS

A. When two or more Contractors are employed by the District in related or adjacent Work, each shall conduct their operations in such manner as to not cause any delay or hindrance to the other and shall properly connect and coordinate the execution of their respective Work with the other. The District will not be responsible for damage caused by such delays, and such delays will not entitle the Contractor(s) to an extension of time. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work.

B. If the proper execution of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Project Manager any discrepancies between the executed Work and the Plans or any defects in such Work that render it unsuitable for such proper execution. Their failure to inspect and report shall constitute an acceptance of the other Contractor's Work as fit and proper for the reception of their Work, except as to defects which may develop in the other Contractor's Work after the execution of the Contractor's Work that could not have been discovered at the time of connecting the Contractor's Work to the other Contractor's Work.

### 104.7.3 BETWEEN DISTRICT, CONTRACTOR, AND OTHERS OR THEIR CONTRACTORS

A. The Contractor shall coordinate their Work, and cooperate with any other persons or entities operating on or adjacent to the site of the Project.

B. Where persons employed by other persons or entities are engaged in or near the construction areas for this Project, and where such Work on the part of said parties results in a delay in performance by the Contractor, and where such delay, in the opinion of the Project Manager, is of such nature that it could not have reasonably been foreseen or anticipated by the Contractor in time for Contractor to take steps to prevent the same, then the Contractor shall be entitled to an extension of time.

C. The Contractor shall promptly make good any injury or damage caused by them that may be sustained by other Contractors or employees of the District. The Contractor



shall join their Work to that of others and perform their Work in proper sequence in relation to that of others.

#### 104.8 PRIORITY OF CONTRACT DOCUMENTS

A. The Contract is intended to describe and provide for a completed Project, ready for use, operation or occupation by the District. Each Contract Document is intended to be construed in light of all of the Contract Documents and a requirement included in one is as binding as though included in all.

B. In the event of there being a 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 the Contract Documents is as follows:

First: Supplemental Agreements/Contracts, General Provisions, Addenda, and Change Orders, - the last thing in time being the first in precedence.

Second: District-Contractor Contract, General Provisions, Payment and Performance Bonds.

Third: Advertisement for Bids, Instructions to and Information for Bidders, Notice of Award of Contract, and Notice to Proceed.

Fourth: Plans and Specifications - in these documents the order of precedence shall be Detailed Specifications, Plans, Drawings, and Standard Specifications and Standard Drawings.

Fifth: Bid and Bid Guaranty.

C. Any discrepancies found between the Plans and Specifications and site conditions or any inconsistencies or ambiguities in the Plans or Specifications shall be immediately reported to the Project Manager, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after their discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

D. The Contractor may be furnished additional instructions and detail drawings by the Project Manager as necessary to carry out the Work required by the Contract Documents. The additional drawings and instruction thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

#### 104.9 WRITTEN NOTICE

Where written notice, direction, order or other communication is required by the Contract or given by the District to the Contractor, or vice versa, it shall be effective if delivered in Person or mailed to the District or the Contractor. If mailed, such notice shall be mailed return receipt requested to the last known address of the District, or any other Person or entity that may require written notice under the Contract. The address given on the Contractor's Bid is the place to which all communications to the Contractor shall be mailed or delivered. Mailed notice shall be deemed effective **five (5) days** from the date of mailing. Notice that is personally delivered shall be deemed effective upon delivery. Copies of

all Notices to the District shall be mailed to: Brett Scholz, Fire Chief, Fort Mojave Mesa Fire District,  
2230 Joy Lane, Fort Mohave, AZ 86426.

## **SECTION 105 - MATERIAL, EQUIPMENT AND WORKMANSHIP**

### **105.1 GENERAL QUALITY**

Unless otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for materials, labor, tools, equipment, water, light, power, transportation, supervision, and temporary construction of any nature, and other services and facilities of any nature, whatsoever necessary to execute, complete and deliver the Work or Project within the specified time. Material and equipment shall be new and of a quality equal to that specified. Equipment offered shall have all current modifications which have been in successful regular operation under comparable conditions. This requirement does not apply to minor details or to improvements in design or in materials of construction not yet in successful regular operation under comparable conditions elsewhere. Construction Work shall be executed in conformity with the standard practice of good workmanship in the trade.

### **105.2 QUALITY IN ABSENCE OF DETAILED SPECIFICATIONS**

Where the Contract requires that materials or equipment be provided or that construction work be performed, and detailed Specifications of such materials, equipment or construction work are not set forth, the Contractor shall perform the Work using materials and equipment as described in the Specifications, constructed or installed as described, and shall follow standard practices in the performance of construction work. The Work performed shall be in conformity and harmony with the intent to secure a good, serviceable standard of construction.

### **105.3 APPLICABLE STANDARDS OF QUALITY**

- A. Familiarity with pertinent Codes and Standards: In procuring all items used in this Work, it is the Contractor's responsibility to verify the detailed requirements of the Codes and Standards specifically named in paragraph C of this Section of these General Provisions and to verify that the items procured for use in this Work meet or exceed the specified requirements.
- B. Rejection of non-complying items: The Project Manager reserves the right to reject items incorporated into the Work which fail to meet said specified minimum requirements. The Project Manager further reserves the right, and without prejudice to other recourse the Project Manager may take, to accept non-complying items subject to an adjustment in the Contract amount as approved by the District.
- C. Applicable standards listed in these Specifications include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:

- AASHTO - American Association of State Highway and Transportation Officials
- ADOT - Arizona Department of Transportation
- AGCA - Associated General Contractors of American
- AISC - American Institute of Steel Construction, Inc.
- ANSI - American National Standards Institute (successor to USASI and ASA)
- AWS - American Welding Society, Inc.
- CRSI - Concrete Reinforcing Steel Institute
- GANNA - Glass Association of North America
- IBC - International Building Code
- NAAMM - The National Association of Architectural Metal Manufacturers
- NEC - National Electrical Code (also see NFPA).

NEMA - National Electrical Manufacturers Association  
NFPA - National Fire Protection Association  
USFS - United States Forest Service

#### 105.4 MATERIAL AND EQUIPMENT SPECIFIED BY NAME

When material or equipment is specified by reference to one or more patents, brand names, or catalog members, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements, and that other materials or equipment, of equal capacities, quality and function may be considered. The Contractor may offer material or equipment of equal or better quality and performance in substitution for those specified, which they considers would be in the District's interest to accept. After the Award of the Contract, the District will consider offers for substitution only from the Contractor and will not acknowledge or consider such offers from suppliers, distributors, manufacturers, or Subcontractors.

##### 105.4.1 SUBSTITUTIONS

The Contractor's offer of substitution shall be made in writing to the Project Manager and shall include sufficient data to enable the Project Manager to assess the acceptability of the material or equipment for the particular application and requirements. If the offered substitution necessitates changes to or coordination with other portions of the Work, the data submitted shall include drawings and details showing such changes. Contractor agrees to perform these changes as part of the substitution of material or equipment. Within **five (5) calendar days** after the receipt of the offer of substitution, the Project Manager will review the material submitted by the Contractor and advise the Contractor if approved for use or objections, if any, to the proposed substitution or if further information is required. Upon notification by the Project Manager, the Contractor shall either Provide material or equipment that complies with Project Specifications or Furnish requested additional information. While the Project Manager might not take any objections to the proposed substitution and may approve the same, such action shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality and performance of the substitute material or equipment, in the same manner and to the same degree as the material and equipment specified by name. Any cost differential associated with a substitution shall be reflected in the offer and the Contract Documents may be modified by a Change Order if such substitution is of benefit to the District.

When the Specifications state the construction shall be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Project Manager. If the Contractor desires to use a method or type of equipment other than those specified, they may request authority from the Project Manager to do so. The request shall be in writing, and shall include a full description of the method and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given it will be on the condition that the Contractor will be fully responsible for producing construction Work in conformity with the Specifications.

If material or equipment is specified by only one patent or proprietary name, or by the name of only one manufacturer, it is for the purpose of standardization, or because the District knows of no equal. If standardization is the reason for using one name to specify any material or equipment, the Specifications will so state and substitutions will not be considered. In other cases, the Contractor may offer substitutions in the same manner as requesting a Change Order of products they considers to be equal to that specified.

105.5 DEMONSTRATION OF COMPLIANCE WITH CONTRACT REQUIREMENTS; INSPECTION; PUNCH LISTS

A. All materials and equipment and installation of materials and equipment, not conforming to the Specifications shall be considered Defective, and all such materials and equipment, whether in place or not, shall be rejected and shall be removed immediately from the site of the Work unless otherwise permitted by the Project Manager. All Work that has been rejected shall be remedied by the Contractor at their expense on order of the Project Manager. No rejected material or equipment, the defects of which have been subsequently corrected, shall be used until approved in writing by the Project Manager. Upon failure on the part of the Contractor to comply with any order of the Project Manager made under the provisions of this section, the Project Manager shall have authority to cause the removal and replacement of the Defective material and equipment and to deduct the cost of removal and replacement from any monies due or to become due to the Contractor.

B. Fabricated materials or equipment to be incorporated in the Work shall be subject to the approval of the Project Manager.

C. (1) To demonstrate their compliance with the Contract requirements, the Contractor shall assist the Project Manager in their performance of inspection Work. The Contractor shall grant the Project Manager access to the Work and to the site of the Work, and to the places where Work is being prepared, or whence materials, equipment or machinery are being obtained for the Work. The Contractor shall Provide information requested by the Project Manager in connection with inspection Work.

(2) If the Contract Documents, laws, ordinances, or any public regulatory authority require parts of the Work to be specially inspected, tested or approved, the Contractor shall give the Project Manager adequate (at least **twenty-four (24) hours**) prior written notice of the availability of the subject Work for examination.

(3) If parts of the Work are covered prior to inspection or in contravention of the Project Manager's Directive, the cost of exposing the Work for inspection and closing shall be borne by the Contractor regardless of whether or not the Work is found to be in compliance with the Contract.

(4) If any Work is covered after inspection and in the absence of the Project Manager's Directive to the contrary, the Contractor shall, if directed by the Project Manager, uncover, expose or otherwise make available for additional inspection, portions of covered Work. If it is found that such Work is Defective, the Contractor shall bear the expense of uncovering and reconstructing. If the Work is found to be in compliance with the Contract, the Contractor will be allowed an increase in the Contract Price, or an extension in the Contract Time, or both. A Change Order shall be issued.

D. In cases where compliance with Contract requirements for materials, to be incorporated in the Work requires laboratory examination or special testing, the Contractor shall Provide samples of specimens as requested by the Project Manager. Such samples or specimens shall be provided in ample time to permit making proper test analysis and examinations before the time at which it is desired to incorporate the material into the Work. Tests of material will be conducted in accordance with standard laboratory or testing practices.

E. In cases where compliance of material or equipment to Contract requirements is not readily determinable through inspection and tests, the Project Manager shall request that the Contractor provide properly authenticated documents, certificates or other satisfactory proof of compliance. These documents, certifications and proofs shall include performance characteristics, materials of construction, and the physical or chemical characteristics of materials.

F. If inspection and testing of materials or equipment in the vicinity of the Work by the District is not practicable, the Specifications may require that such inspection and testing or witnessing of tests take place at the point of manufacture. In this case and in the event the remote inspection and testing is not specified and is requested by the District, the required travel, subsistence, and labor expenses shall be paid by the District. If the Contractor requests the District to inspect and test material or equipment at the point of manufacture, then the additional cost to the District shall cover travel, subsistence, and labor expenses and shall be paid by the Contractor.

G. See Final Completion and Acceptance of Work, for information on Final Acceptance.

#### 105.6 STORAGE OF MATERIALS AND EQUIPMENT

Materials and equipment shall be stored so as to protect the public safety and to insure the preservation of their quality and fitness for the Work. Stored equipment and materials shall be located so as to facilitate inspection. The Contractor shall be responsible for damages that occur in connection with the care and protection of materials and equipment until Final Acceptance of the Work.

#### 105.7 MANUFACTURER'S DIRECTIONS

Manufactured articles, material and equipment shall be applied, installed, connected, erected, adjusted, tested, operated and maintained as recommended by the manufacturer, unless specified to the contrary. Copies of manufacturer's installation instruction and procedures and operation and maintenance manuals shall be provided to the Project Manager prior to installation of the manufactured articles, material and equipment.

#### 105.8 DEFECTIVE WORK

A. When, and as often as the Project Manager determines through their inspection procedures, material, equipment or workmanship incorporated in the Project does not meet the requirements of the Contract, the Project Manager shall give written notice of the noncompliance to the Contractor. Within **three (3) days** from the receipt of such notice, the Contractor shall undertake the Work necessary to correct the deficiencies, and to comply with the Contract. If the Contractor disagrees with the Project Manager's determination and believes that the corrective Work should be covered by a Change Order, they shall immediately notify the Project Manager in writing, in the manner set forth in these General Provisions. If the District determines that the corrective Work is required to comply with the Contract, the Contractor shall proceed with such Work.

B. As a condition precedent to the Contractor's request for either additional compensation or time extension, or both, resulting from the performance of such corrective Work, the Contractor shall, within **three (3) calendar days** after receipt of the District's determination, notify the Fire Chief in writing, in the manner set forth in these General Provisions, of their intent to claim additional compensation, time or both. The Contractor shall document the cost information

associated with the corrective Work with daily records and shall provide such information to the Project Manager monthly. Receipt of the cost data by the Project Manager shall not be construed to be an acceptance of the corrective Work, or an authorization for a Change Order to cover the corrective Work.

C. Prior to Acceptance of the Project, the District may, at its option, retain Work that is not in compliance with the Contract if the District determines that such Defective Work is not of sufficient magnitude or importance to make the Work dangerous or undesirable. The District also may retain Defective Work, if in the opinion of the Project Manager, and with concurrence of the Project Manager, removal of such Work is impractical or will create conditions, which are dangerous or undesirable. Just and reasonable value for such Defective Work shall be judged by the District and appropriate deductions shall be made in the payments due, or to become due to the Contractor. Final Acceptance shall not act as a waiver of the District's right to recover from the Contractor an amount representing the deduction for retention of Defective Work.

#### 105.9 MATERIALS AND EQUIPMENT FURNISHED BY THE DISTRICT

Materials and equipment specified to be furnished by the District, if any, shall be installed by the Contractor. Furnishing of material and equipment, by the District, will be considered conclusive evidence of their acceptability for the purpose intended. If the Contractor discovers defects in material or equipment furnished by the District, they shall notify the Project Manager. After such discovery, the Contractor shall not proceed with Work involving District-furnished materials and equipment unless authorized by the Project Manager. Unless otherwise noted or specifically stated, materials and equipment furnished by the District, which are not of local occurrence, are considered to be F.O.B. railroad station or truck terminal nearest to the site of the Work. The Contractor shall unload, transport, store and protect such material and equipment from damage. After receipt by the Contractor, at the point of delivery, District-furnished material and equipment shall form part of the Work, for purposes of the Contract, including risk of loss, as if it has been supplied and stored by the Contractor.

#### 105.10 GUARANTEES

A. Besides guarantees required elsewhere, the Contractor guarantees all Work for a period of **one (1) year** after the date of Final Acceptance of the Work by the District and shall repair and replace any and all Work, together with any other Work which may be displaced in so doing, that may prove Defective in workmanship or materials within the **one (1) year** period from date of Final Acceptance, without expense whatsoever to the District, ordinary wear and tear and unusual abuse or neglect excepted. If the Contractor is required to repair or replace any portion of the Project pursuant to the **one (1) year** guarantee provided by this section, the repair or replacement shall similarly be guaranteed for an additional **one (1) year** from date of completion of the repair. In the event of failure to comply with the above-mentioned conditions, within one week (**seven (7) consecutive days**) after being notified in writing by the District, the District is hereby authorized to proceed to have the defects repaired and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefore immediately upon demand by the District. In case of Emergency, where, in the opinion of the District, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the expenses in connection therewith shall be charged to the Contractor.

B. The Contractor guarantees to the District that all materials and equipment furnished under the Contract will be new and of good and sufficient quality, free from faults and defects as is necessary to complete the Project as required by the Project Manual and the Plans and Specifications.

C. The District and the Contractor agree that guarantee on the equipment possessed and used by the District shall commence on the date that the District takes possession of the equipment and so notifies the Contractor in writing. The District and Contractor further agree that such taking possession and use shall not be deemed as Acceptance of any part of the Work. Takeover of equipment may occur when such equipment can be put into routine service on a permanent basis.

D. Also see Final Completion and Acceptance of Work.

#### 105.11 PRODUCT DATA

Data required by the District for inspecting, testing, operating or maintaining parts of the Work shall be provided by the Contractor to the Project Manager when specified; such information shall be provided at the time the referenced material or equipment is delivered to the job site. The data shall be as specified and include such items as Drawings, erection drawings, testing and adjusting instructions, operation manuals, maintenance procedures, parts lists, and record drawings. Such information is to be provided as part of the Work under this Contract and its acceptability determined under normal inspection procedures.

#### 105.12 PROPERTY RIGHTS IN MATERIALS AND WORK; STORAGE AND PRESERVATION

A. Except as may otherwise be provided in specific instances, nothing in the Contract shall be construed as vesting in the Contractor any property right in any materials, equipment, or structure existing at the time of the Award of Contract within the area in which the Work is to be done, or any materials, or equipment subsequently furnished for the Work by the District. Unless otherwise provided in the Contract, the Contractor shall be responsible for the risk of loss or damage during transit and storage, and for all charges for the transportation and storage of all materials, equipment, tools, construction equipment and machinery, water, heat, utilities, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated in the Project or to be incorporated in the Project.

B. Materials and equipment shall be stored as to protect the public safety and to insure the preservation of their quality and fitness for the Work. When considered necessary by the Project Manager, said material and equipment shall be placed on platforms, covered and provided with a moisture protection system. Stored materials or equipment shall be so located as to facilitate prompt inspection. Any material or equipment which has not been effectively stored or protected shall be considered Defective and subject to rejection.

C. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work due to unforeseeable causes beyond the control of and without the fault of negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or governmental authorities, and shall bear the expense thereof.

D. Ownership: All deliverables, services, and information provided by Contractor or the District pursuant to this Contract (whether electronically or manually generated) including without limitation, plans, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Contract, are the property of the District and will not be used or released by Contractor or any other person except with prior written permission by the District.



### 105.13 QUANTITY

The quantity of goods ordered shall not be exceeded or reduced without **written** permission in the form of a properly executed purchase order or contract change except in conformity with acknowledged industry tolerances. All quantities are estimates and no guarantee regarding actual usage is provided.

## SECTION 106 - LABOR STANDARDS

### 106.1 CHARACTER OF WORKMENSHP, METHODS AND EQUIPMENT

A. The Contractor shall at all times employ sufficient skilled labor and the proper equipment for completing the Project in the manner and time required by the Contract. All equipment that is proposed to be used on the Project, shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of Work. Equipment used on any portion of the Project shall be used such that it will not damage property adjacent to the Work area.

B. Any Person employed by the Contractor or any Subcontractor who, in the opinion of the Project Manager, does not perform their Work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Project Manager, be removed from the Work by the Contractor or Subcontractor employing such Person, and shall not be employed again in any portion of the Work without the approval of the Project Manager. Should the Contractor or Subcontractor fail to remove such person as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Project Manager may suspend the Work by written notice until such orders by the Project Manager are followed by the Contractor. The Contractor or Subcontractor shall hold the District harmless from damages or claims for compensation that may occur in the enforcement of this section.

### 106.2 WORKMEN'S COMPENSATION, TAXES

The Contractor shall pay and require their subcontractors to pay any and all accounts for labor including Workmen's Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law.

### 106.3 APPRENTICES

The Contractor and any Subcontractor shall, to the extent applicable, comply with the requirements of the Arizona Apprenticeship Council in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Bureau of Apprenticeship Services, Arizona Department of Economic Security, P. O. Box 6123, Phoenix, Arizona 85005.

### 106.4 OVERTIME WORK

A. Contractor shall comply with all applicable federal and state laws regarding wages and overtime wages.

B. Overtime, alternative work schedules and shift Work may be established as a regular procedure by the Contractor with reasonable notice and written permission of the District. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 8:00 p.m. and 6:00 a.m. nor on Saturdays, Sundays or Holidays except such work as is necessary for the proper care and protection of the Work already performed or in case of an Emergency.

C. Contractor agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall

include inspection required during Holidays, Fridays, Saturdays, Sundays between the hours of 5:30 p.m. and 7:00 a.m. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to overtime Work. Also see these General Provisions for procedures regarding overtime.

## SECTION 107 - LEGAL OBLIGATIONS AND RESPONSIBILITIES

### 107.1 LAWS TO BE OBSERVED

The Contractor shall give all notices required by, shall observe, and shall furnish, at their own cost and expense, all materials, equipment and facilities to comply with, all Federal, State, County, Municipal and District laws, ordinances, regulations, and building codes which may in any manner affect those engaged or employed on the Work to be done, or the materials to be used or furnished, or which may in any respect govern, control or otherwise affect the conduct of such Work or any part thereof. The Contractor shall protect and indemnify the District, the Board of Directors, the Project Manager, and their respective officers, employees or agents against any claim or liability arising from or based on the violation of any such law, ordinance or regulation or code, whether by the Contractor or any of the Contractor's employees or agents. If the Contractor observes that the Plans, Specifications or other portions of the Project Manual are at variance with any laws, ordinances, rules or regulations, they shall promptly notify the Project Manager in writing of such variance. The District shall promptly review the matter and, if necessary, shall issue a Change Order or take any other action necessary to bring about compliance with the law, ordinance, rule or regulation in question. Contractor agrees not to perform Work known to be contrary to any laws, ordinances, rules or regulations.

A. Americans with Disabilities Act: Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

B. Legal Arizona Workers Act Compliance: Contractor is required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Contract, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Contractor further agrees to ensure that each subcontractor that performs any Work under this Contract likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Contract and the party who breaches may be subject to penalties up to and including termination of the Contract.

The District retains the legal right to inspect the papers of any Contractor or subcontractor employee working under the terms of the Contract to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

C. Non-Discrimination: Contractor warrants that it complies 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 Contractor shall take affirmative action to ensure that it 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.

## 107.2 SAFETY, HEALTH AND SANITATION PROVISIONS

A. The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for use by their employees as may be necessary to comply with the requirements and regulations of the United States, the State of Arizona and the Arizona Department of Environmental Quality or as specified by the Mohave County Health Department or by the District. Enclosed toilets shall be provided for the use of the men and women employed under this Contract. The Contractor shall provide for their employees an adequate supply of potable drinking water, which shall be dispensed through approved sanitary facilities.

B. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions reasonably necessary to protect the life and health of employees on the job, the safety of the public and to protect property in connection with the performance of the Work. The Contractor shall comply with the provisions of all applicable laws pertaining to such protection including all Federal and State occupational safety and health acts and standards and regulations promulgated thereunder.

C. The Project Manager may from time to time prescribe methods or issue oral or written orders for maintaining safe and sanitary conditions along the Work and the Contractor shall enforce observance of the same by their employees and the employees of subcontractors.

D. The Contractor alone shall be responsible for the safety of its employees and its subcontractor's employees. The Contractor shall maintain the Project site and perform the Work in a manner, which meets the District's responsibility under statutory and common law for the provision of a safe place to work.

E. Drug-Free Workplace: Contractor is hereby advised that the District has adopted a policy establishing a drug-free workplace for itself and those doing business with the District to ensure the safety and health of all persons working on District contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Contract. Specifically, all Contractor personnel who are working under this Contract must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

## 107.3 PERMITS AND EASEMENTS

A. The District shall be responsible for the procurement of all necessary permits required to perform the Work.

## 107.4 ADVANCE NOTIFICATION OF REQUIRED GOVERNMENTAL INSPECTIONS

It shall be the Contractor's responsibility to determine and notify those agencies requiring advance notification for inspection or other purposes before beginning construction in any area of concern to said Agency. A minimum of **seventy-two (72) hours** advance notice shall be given to the various agencies before beginning construction in the area unless specific advance times and requirements are stated in the Contract or as required by the Agency. The Contractor shall maintain any certificates of inspections as required by law or maintain such certificates in a place agreed to by the Project Manager.

## 107.5 ELECTRIC POWER AND WATER

N/A

## 107.6 PATENTS

A. The Contractor shall assume all costs arising from the use of any patented article, material, device, equipment or process used or furnished by it in connection with, or incorporated in the Project. The Contractor shall save, and hold harmless the District and all officers and agents thereof from all damages, costs and expenses in law or equity (including attorneys' fees, expert witness fees, court costs, and other expenses of litigation) that may, at any time, arise or be set up by reason of any infringement or alleged infringement of any patent, copy right, trade secret or intellectual property rights as a consequence of the installation or use of any such article, material, device, equipment or process in or installation or use of any such article, material, device, equipment or process in or about the Project. The performance bond required by Arizona Revised Statutes §34-221 shall be deemed to apply expressly to this provision of the Contract.

B. Should the Contractor, their agent, employee or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this Contract, the Contractor shall promptly pay such royalties and secure the requisite licenses; or, subject to Acceptance by the District, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the Contract. Descriptive information of these substitutions shall be submitted to the Project Manager for determination of general conformance to the design concept and the Construction Contract. Should the District elect to refuse the substitution, the Contractor agrees to pay such royalties and secure such valid licenses as may be requisite for the District, their officers, agents and employees or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

## 107.7 POLLUTION CONTROL

The Contractor shall prosecute its Work so as not to discharge into the atmosphere any smoke, dust or other air contaminants from any source whatsoever, or to produce noise at such a level, as will violate any applicable statutes or ordinances. Throughout the term of the Contract, the Contractor shall take adequate measures for the abatement of air or noise pollution or other detrimental effects resulting from its operations or occurring at the site of its Work. The Contractor shall immediately comply with instructions of the Project Manager for corrective action.

## 107.8 REMOVAL OF OBSTRUCTIONS

The Contractor shall remove, at their expense, all obstructions, whether natural or artificial, encountered in the construction of the Work. Material that is removed as herein specified, and is not to be incorporated in the Project or to be salvaged for the District's use, shall be disposed of by Contractor at their expense. Unless otherwise specified or directed by the Project Manager, the Contractor shall replace all fences, walls, and other structures to their original condition at the completion of the Work, whether or not replacement is specified in the Plans.

## 107.9 PROTECTION OF EXISTING UTILITIES

### 107.9.1 GENERAL

A. Where applicable, the Contractor shall comply with all applicable Arizona Blue Stake Laws and ordinances for the location and protection of Utilities.

B. Utility for the purpose of this Contract shall be defined as pipelines, irrigation lines, canals, ditches, conduits, transmission lines, buildings, vaults and appurtenances of "public utilities" and those of private industry, business, or individuals solely for their own use or for use of their tenants, and storm drains, sanitary sewers, street, lighting, traffic signal systems, duct banks, telephone cables, transmission cables, and any other completely buried structures.

C. The District has made an earnest effort to locate and indicate on the Plans, all Utilities that exist within the limits of the public rights of way, but not on private property. However, the accuracy or completeness of the Utility and facilities indicated on the Plans is not guaranteed. No attempt has been made to show service connections on the Plans unless otherwise indicated. It shall be the Contractor's responsibility to determine the exact location and depth of Utilities shown on the Plans and service connections prior to earth Work or excavation operations, and they shall notify the Project Manager of any Utilities located which have been incorrectly shown or omitted from the Plans. The Contractor shall also determine the type, material and condition of these utilities, order materials, and take other appropriate measures to ensure that there is no delay in Work. The Contractor shall expose all Utilities prior to beginning the excavation (not drilling). All costs incurred in exposing utilities shall be borne by the Contractor.

#### 107.9.2 RELOCATION OF AND RECONSTRUCTION OF EXISTING UTILITIES

A. When it is stated in the Specifications or indicated on the Plans that a Utility is to be relocated, altered or reconstructed by someone other than the Contractor, the District will conduct all negotiations with the Utility companies in respect to such Work and the Work will be done at no cost to the Contractor.

B. When Work on a Utility is specified or indicated on the Plans to be done by the Contractor, but is not included as a separate Bid item, the Contractor shall make all arrangements and coordinate with the Utility company as to when the Work is to be done. Any costs for such Work shall be absorbed in the unit prices or included in the lump sum amounts Bid for the various Contract items.

C. The temporary relocation or the alteration of any Utility desired by the Contractor solely for their own convenience in the performance of the Contract Work, to a position or condition other than that provided for in the Specifications or Shown on the Plans, shall be the Contractor's own responsibility and they shall make all arrangements with the property owners regarding such Work. Any costs of such Work for the Contractor's own convenience shall be absorbed in the unit prices or included in the lump sum amounts Bid for the various Contract items.

#### 107.9.3 UNKNOWN UTILITIES DISCLOSED DURING CONTRACT WORK

In the event that a Utility is disclosed or installed subsequent to the Award of the Contract and therefore is not indicated on the Plans, the alteration, relocation, or proper support and protection shall be done and paid for as follows:

A. When said Utility is found to occupy the space required to be occupied by a part of the permanent Works to be constructed under the Contract or is parallel to the permanent Works and within vertical planes on each side of the pipe at a distance away from the pipe equal to the maximum allowable trench width measured at a point 12 inches above the top of the pipe, exclusive of branches, as specified in the Specifications, or to be within the specified excavation pay lines (when such are specified or Shown on the Plans), the District will arrange for the relocation or alteration of said facility or Utility or require the Contractor to do the same pursuant to a Change Order.

B. When the said facilities are found to cross the excavation but not intercept the permanent Works to be constructed, the Contractor will be required to maintain the facility or Utility in place at their own expense.

C. When said Utility is more or less parallel with the Work, and no portion of the Work lies within the vertical planes specified above, nor lies within the excavation pay lines (when such are specified or Shown on the Plans), the Contractor shall advise the District and in cooperation with the Owner of the facility or Utility, provide and place the necessary support for proper protection to insure continuous and safe operation of the facility or Utility. All costs for such Work shall be borne by the Contractor.

#### 107.10 SITE CLEANLINESS AND FINAL CLEAN-UP

A. The Contractor shall at all times during the progress of the Work maintain a reasonably clean job site. All cost associated with this Work shall be borne by the Contractor. The location of debris and material stockpiles shall be as directed by the Project Manager.

B. The site shall be kept clean of trash and debris including but not limited to, loose construction materials, such as sand, cement, lime, wood pieces, building paper, and other miscellaneous paper. All trash and debris shall be placed in approved containers and moved and disposed of off the site daily in a location where it will not be possible to be dispersed. No burning of trash or debris will be permitted on the site, except where designated by the Project Manager.

C. Before Acceptance and final payment, the Contractor shall remove all rubbish, excess materials, temporary Structures, and equipment. All parts of the Work shall be left in a neat and presentable condition. If in the opinion of the Project Manager, the Contractor does not maintain the construction site in a safe and clean condition, or does not adequately clean-up the Work at the completion of the Work, or rectify any valid complaints of damage to property resulting from the construction, the District may clean up or rectify damage and charge the cost to the Contractor.

#### 107.11 TRANSACTION PRIVILEGE TAXES (SALES TAX)

A. Contractor is responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services, materials and equipment under this Contract, including by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.



B. The District may be exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The District is not exempt from state and local sales/use taxes.

C. No separate charges for delivery, sales tax, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, or proposal preparation, will be paid by the District, unless expressly included and itemized by the solicitation documents. Pricing evaluations will be based on pre-tax pricing offered by Contractor.

## SECTION 108 - PROSECUTION AND PROGRESS OF THE WORK

### 108.1 PROGRESS OF THE WORK

The Contractor shall not commence Work until they has received their copy of the signed Contract and Notice to Proceed from the District. After receipt of the signed Contract and Notice to Proceed, the Contractor shall commence Work on the date specified in the Notice to Proceed and shall thereafter diligently comply with their construction schedule and complete the Work within the specified time limits. Notwithstanding other provisions of the Contract, the Contractor shall not be obligated to perform Work, and the District shall not be obligated to accept or pay for Work performed by the Contractor prior to date of the Notice to Proceed. The District's knowledge of Work being performed prior to date of the Notice to Proceed shall not obligate the District to accept or pay for such Work.

### 108.2 SCHEDULING OF WORK

A. Within the time previously set forth from the date of Award of Contract and until the execution of the Contract, the Contractor shall complete in detail their construction schedule and submit said completed schedule to the Project Manager for approval. The construction schedule shall graphically show all activities required to complete the Project within the time specified and the relationship of each activity to all other activities and to the whole of the Project.

B. The schedule should show the order of procedure, the method in which the Contractor proposes to carry out the construction, and shall, where required by the Project Manager, furnish particulars of the Contractor's arrangements for carrying out the construction, temporary construction facilities, and any other temporary Work which the Contractor intends to supply, use, or construct, as the case may be. The submission to, and acknowledgement by the Project Manager of such programs or the Furnishing of such particulars shall not relieve the Contractor of any of their duties or responsibilities under the Contract.

C. In the event the actual construction progress varies substantially from the scheduled progress, the Project Manager shall require the Contractor, within **three (3) days** to provide a revised construction schedule, giving in detail the particular changes in production as estimated by the Contractor to complete the Work within the Contract Time. The Contractor agrees that they will take appropriate action to return the Project to the accepted schedule. Upon receipt of an acceptable proposed schedule, the revision to the Construction schedule shall be made in accordance with this section.

D. The Contractor shall pay all costs incurred by the District, which result from the Contractor's action to return the Project to its accepted schedule. Contractor agrees that the District shall deduct such charges from payments due the Contractor. It is further understood and agreed that none of the services performed by the Project Manager in monitoring, reviewing and reporting Project status and progress shall relieve the Contractor of responsibility for planning and managing construction work in conformance with the Construction schedule.

E. Delivery: On-time delivery of goods and services is an essential part of the consideration to be received by the District. Delivery is to be F.O.B. destination, freight prepaid to the District, as indicated on the purchase order. Orders will be placed as soon as possible after proposal opening for delivery. Freight charged/terms will be as agreed.

All delivery will be made prior to the expiration date of the Contract. Delivery made after the expiration date of the Contract will be at Contractor's sole risk, and invoices for delivery made after the expiration date of the Contract will be rejected.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price Bid document.

Upon receipt of notification of delivery delay, the District at its sole option may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the District.

To mitigate or prevent damages caused by delayed delivery, the District may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor responsibility. The District reserves the right to procure from alternate source, and/or refuse receipt of or return delayed deliveries, at no cost to the District.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of god, or other causes beyond Contractor's control, provided that Contractor provided prompt notice of delay as soon as Contractor had knowledge of said delay.

The District will not execute an acceptance or authorize payment of any equipment or component prior to delivery and verification that all the specifications have been met

### 108.3 SUBMITTALS

Where required by the Specifications, the Contractor shall submit specified information, which will enable the Project Manager to advise the District whether the Contractor's proposed materials, equipment or methods of Work are in general conformance to the design concept and in compliance with the Project Manual, Plans and Specifications. A minimum time of **three working (3) days** shall be allowed for the Project Manager's review. The requirements for Submittals shall be given to the Contractor by the Project Manager.

#### A. Drawings, Product Data and Samples:

1. The Contractor shall verify that the material or equipment described in each submittal conforms to all requirements of the Project Manual, Plans and Specifications. The Contractor will first review and approve the Drawings before transmitting them to the Project Manager. All Submittals to the Project Manager must be through the Contractor. The Contractor shall prepare or secure two (2) copies of drawings or information and submit them to the Project Manager. Upon completion of review, the Project Manager shall return one (1) copy of the submittal to the Contractor indicating red-lined results of the review, if necessary.

2. Unless otherwise indicated, all Submittals shall be submitted to the Project Manager within **three (3) calendar days** after the date of the Notice to Proceed.

3. Submittals shall include Drawings, layout diagrams, manufacturer's catalog data, structural calculations, weights, dimensions and detailed information sufficient to show complete compliance with all specification requirements on all material used in construction (such as concrete, grout, etc.) and equipment (whether mechanical or

structural) and shall be submitted to the Project Manager prior to use. This applies not only to equipment specifically specified hereafter, but also to all equipment used on the Project. The Contractor shall submit drawings or information describing materials or equipment in sufficient detail to determine whether the materials or equipment conforms to the Specifications.

4. No Work shall proceed on any portion of the Project without prior Acceptance of all Submittal items required pertinent to such portion of the Work. The Project Manager will return one (1) red-lined copy of the submittal data indicating one of the following actions:

a. Review indicates no exceptions. Copy will be marked "No Exceptions Taken" and Work may proceed upon receipt of the submittal copies by the Contractor.

b. Review indicates only minor or limited correction. Copy will be marked "Make Corrections Noted" and Work may begin immediately upon receipt of the marked-up submittal copies by the Contractor.

c. Review indicates data to be incomplete or incorrect. Copy will be marked "Amend and Resubmit." Contractor shall not proceed with any Work until the submittal is revised, resubmitted and approved by the Project Manager.

d. Review indicates material or equipment is not in conformance with the design concept or not in accordance with the Plans and Specifications. Copy will be returned marked "Rejected." Contractor shall not proceed with Work covered by such Submittals until a new submittal is made and approved by the Project Manager.

5. Acceptance by the Project Manager of any drawings, method of Work, or any information regarding materials or equipment does not relieve the Contractor of their responsibility for any errors therein and shall not be regarded as an assumption of risks or liability by the Project Manager or District, or by any officer or employees thereof, and the Contractor shall have no claim under the Contract on account of the failure or partial failure or inefficiency or insufficiency of any plan or method of Work or material or equipment so accepted. Such Acceptance shall be considered to mean merely that the Project Manager has no objection to the Contractor using, upon their full responsibility, the plan or method of Work proposed, or providing the materials or equipment proposed.

6. If the Contractor is proposing to provide material or equipment, which deviates from the Project Manual, Plans and Specifications in any way, the submittal copies shall include a listing of such deviations and the Contractor shall request a change order covering the deviations. Approval of such items shall place upon the Contractor the responsibility for the successful functioning of the proposed items. Should the item prove Defective or otherwise unsatisfactory for the intended service, the Contractor shall replace it with the originally specified item, at no cost to the District. It shall be the Contractor's responsibility to make all necessary changes in any other Work or materials which result from any deviation or changes requested by the Contractor and approved by the Project Manager, so that the finished installation will be complete and function satisfactorily as a whole.

7. Contractor shall furnish evidence that all equipment and materials necessary for the execution and completion of the Work have been ordered long enough before their scheduled installation so that the progress of the Project as a whole will not be delayed. Such evidence will include copies of contracts, purchase orders, or other mutually agreeable documents showing the date of placing the order and the scheduled delivery date of the materials.

8. The Contractor shall maintain a file of approved Drawings.

B. Operating and Maintenance Instructions:

1. For all items of equipment required by the Project Manual, Plans and Specifications, the Contractor shall provide two (2) sets of operating and maintenance instructions consisting of:

a. Names and addresses of manufacturer, nearest representative of manufacturer, and nearest supplier of manufacturer's equipment and parts.

b. For equipment requiring lubrication, the manufacturer's recommended lubricants and lubrication schedule.

c. For equipment containing integral electrical controls, diagrams showing internal and connection wiring.

d. Specified operating and maintenance information. This special information may include, but not necessarily be limited to, one or more of the following items:

(1) Equipment data. This should include all information required in the Specifications for the particular item of equipment.

(2) Start-up procedures. These instructions shall include equipment manufacturer's recommendations regarding installation, adjustment, calibration and troubleshooting.

(3) Operating procedures. These instructions shall include the equipment manufacturer's recommended step-by-step procedures for starting, operating and stopping the equipment under all modes of operation.

(4) Preventative maintenance procedure. These instructions shall include the equipment manufacturer's recommendations regarding the steps and schedules to be followed in maintaining the equipment.

(5) Parts list. This list shall include generic title and identification number of each component part of the equipment.

(6) Exploded views of individual machines, where applicable.

(7) Spare parts list. This list shall include the manufacturer's recommendations of number of parts that should be stored by the District.

(8) Overhaul instructions. These instructions shall consist of the manufacturer's directions for the disassembly, repair and reassembly of the equipment.

(9) Service record for each piece of equipment that is installed and field tested prior to Acceptance.

2. The Contractor shall prepare or secure and submit Operation and Maintenance instructions, manuals and information forms for each individual item of equipment furnished as a part of this Contract to the Project Manager. If manufacturer's standard brochures and manuals are used to describe operating and maintenance procedures, such brochures and manuals shall be modified to reflect only the model or series of equipment used on this Project. All extraneous material shall be crossed out or otherwise obliterated.

3. Required operating and maintenance instructions must be delivered to the Project Manager and found to be acceptable before the Contractor can be paid for more than fifty percent (50%) of the purchase value of any equipment. All required operating and maintenance instructions must be delivered to the Project Manager and found acceptable prior to the Project being **seventy-five percent (75%) complete**. Progress payments for Work in excess of **seventy-five percent (75%) completion** will not be made until all required operating and maintenance instructions have been delivered to the Project Manager and found acceptable.

4. Before transmitting any operation and maintenance instructions, the Contractor shall provide sufficient appropriately labeled, expanding post-type binders to contain two (2) sets of instructions. Each completed binder shall contain only that material which can be held with the posts in the non-expanded position. A complete table of contents listing all items and their location in the set shall be included in each binder.

5. Following the acceptable installation and operation of any equipment item, the item's instructions and procedures shall be modified and supplemented by the Contractor to reflect all field changes or information requiring field data.

#### 108.4 SAMPLES AND TESTS

A. At the option of the Project Manager, the source of supply of each of the materials shall be approved by him before the delivery is started and before such material is used in the Project. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the Project for testing or examination as required by the Project Manager.

B. No material shall be used until it has been approved by the Project Manager.

C. All tests of materials furnished by the Contractor shall be made in accordance with the commonly recognized standards of national technical organizations and such special methods and tests as are prescribed in the Specifications.

D. The Contractor, at their own expense, shall furnish to the District, in triplicate, certified copies of all required factory and mill test reports which must be provided by a disinterested third party to verify material quality and composition. Any materials shipped by the Contractor from a factory or mill prior to having satisfactorily passed such testing and inspection by a representative of the District shall not be incorporated in the Work unless the Project Manager shall have notified the Contractor in writing that such testing and inspection will not be required. The cost of performing all mill and factory tests shall be paid by the Contractor.

#### 108.5 FIELD ORDERS AND SUSPENSION OF WORK

A. The Project Manager may issue written Field Orders to require or permit minor changes in the Project, that are consistent with the Plans and Specifications that do not require an extension of time for completion of the Project or an increase or decrease in the Contract Price.

B. The District may, upon the recommendation of the Project Manager or by its own determination, suspend the Work.

C. Should the discovery of a potential archaeological or historic resource occur during Construction, the Contractor shall cease Work at that site, immediately notify the Project Manager. Work shall not proceed until instructed to do so by the Project Manager. In the event such a suspension of the Work occurs, the provision of these General Provisions shall apply to extend the time for final completion of the Work. See these General Provisions.

#### 108.6 EXTENSION OF TIME FOR DELAY: COMPENSATION FOR DELAY

A. If the Work should be delayed at any time for any reason, including, but not limited to (i) a suspension ordered by the District or because of any other act of the District or its officers or employees without contributory fault or neglect on the part of the Contractor, its agents or employees, or the employees of its Subcontractors; (ii) Acts of God; (iii) acts of a public enemy, a public Agency, or a Utility which does not timely provide for removal or relocation of existing utilities; (iv) fire, floods, epidemics, quarantine restrictions, strikes, or unusually severe weather; (v) war or national or local emergencies; or (vi) delays of Subcontractors due to any of the above causes, then the Contractor shall be entitled only to an extension of time for completion of the Contract equivalent to the time actually lost by such delay.

B. The Contractor shall, within **three (3) days** from the beginning of any such delay, file a written request with the Project Manager for a Change Order extending the time for completion due to unsuitable weather, other conditions unfavorable to the prosecution of the Work, or delay caused by the factors listed in Section (A) above. Failure to do so shall be material and shall constitute a waiver thereof, provided that, in case of a continuing cause of delay, only one claim shall be necessary. The written request for extension shall set forth the causes for the delay. The Project Manager will ascertain the facts and the extent of the delay, and their findings of the fact shall be final and conclusive. Time extensions shall be granted only by a Change Order issued pursuant to the Contract. The Contractor shall not be entitled to any additional compensation for delays due to Acts of God; acts of the public enemy; acts of a public Agency or District or a Utility to Provide for removal or relocation of existing Utility facilities; fire, floods, epidemics, quarantine from war or national or local emergencies; or delays of Subcontractors due to such causes.

C. In the event of any delay, for which the District (its directors, officers, agents or employees) are solely responsible, which delay is unreasonable under the circumstances and which was not within the contemplation of the parties to the Contract, and Notice to the District having been provided as required, these parties shall enter into negotiations for the recovery of any damages solely related to expenses incurred by the Contractor as a result of such delay. Said negotiations shall be conducted in the same manner as any other request for a Change Order made pursuant to these General Provisions.

D. The Contractor being familiar with the construction of public improvements contemplates that delays may occur due to the sole actions of the District and agrees that a **sixty (60) day** delay is not unreasonable.

#### 108.7 CHANGE ORDERS

A. The District may, at any time, as the need arises, without notices to the sureties, order changes within the scope of the Work or the time for completion of the Work without invalidating the Contract. If such changes increase or decrease the amount of money due under the Contract, or the time required for performance of the Work, an equitable adjustment thereof shall be authorized by a Change Order.

B. The Contract Price or Time for Completion shall only be changed by a written Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by (1) unit prices contained in the Contract Documents or previously approved; or (2) an agreed on lump sum itemized and supported by sufficient substantiating data to permit evaluation. All Change Orders shall be on the form set forth in the Project Manual.

C. The Project Manager has the authority to initiate or recommend Change Orders. Such Change Orders are subject to review and approval by the District.

D. Neither the Contractor nor the District shall make an alteration or variation in, an addition to, or a deviation or omission from the terms of this Contract without the written consent of the other party, in the form of a Change Order.

E. The final cost of each Change Order, which includes an extension of time shall include the costs associated with such extension. All changes in the Work shall be executed under the terms and conditions of the Contract, except as specifically modified at the time of ordering a change.

F. The District retains the right to provide its own labor and material if the Change Order pricing proposed by the Contractor is not accepted.

#### 108.8 PROCEDURE FOR REQUESTING CHANGE ORDERS

A. Changes, which do not request a change in time or Contract Price, may be covered by a Field Order.

B. The Contractor may request a Change Order to order changes within the scope of the Work or to extend the time for completion of the Work. The Contractor shall present to the



Project Manager a written request for a Change Order setting forth, in as much detail as practical, the reason for the requested Change Order.

The Project Manager shall either deny the request in writing within **three (3) days** after the receipt of the request or approve the request by issuing a Change Order to perform Work or extend the time for completion of the Project. The Project Manager may at their discretion submit the Change Order for denial or approval to the District Board of Directors.

C. The Contractor shall not perform any Work that is within the scope of a requested Change Order prior to the issuance of the Change Order until approved by the Fire Chief and agreed to by the Contractor.

D. LUMP SUM CHANGE ORDERS

1. Changes in the Contract Price resulting from Extra Work will be determined by a mutually agreed upon lump sum price prior to the commencement of the Work. The Contractor's Bid for such changes shall include a detailed breakdown of labor and materials to be performed by its forces or the forces of its Subcontractors or material suppliers. The breakdown shall include labor surcharge and sales tax cost. Any Work done prior to the approval of the Change Order shall be at the risk of the Contractor.

2. If the change involves Extra Work, the increase in the Contract Price shall be negotiated.

E. TIME AND EXPENSE CHANGE ORDERS

1. General: Whenever the Contractor is directed to perform Extra Work on a time and expense basis, they will maintain accurate records. Each day a record of labor, material and equipment costs will be submitted to the Project Manager for verification. These records will reflect the actual and necessary expenses pertaining to the Extra Work and shall be available for audit.

2. Payment to the Contractor for Extra Work performed on a time and expense basis shall consist of the actual necessary expense for doing the Work, plus a negotiated cost for overhead (including general superintendence) and profits. In determining time and expense compensation, the term "actual necessary expense" shall mean the sum of (1) materials and equipment, (2) labor, (3) supervision, (4) construction equipment, (5) professional services, and (6) other costs. Charges for such items shall mean the actual cost whether incurred by the Contractor, a Subcontractor or others.

3. Other Costs: Charges for items not included herein may be included as "actual necessary expense" if such additional items are authorized in advance and in writing by the Project Manager.

4. Cost of the Work: The term "Cost of the Work" means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the District, such costs shall be in amounts no higher than those prevailing in the locality of the Project.

## F. WORK OMITTED CHANGE ORDER

When the Change Order involves Work omitted, the reduction of the Contract Price shall be based on the direct costs listed in the detailed Bid submitted by the Contractor. An additional reduction may be made of an amount, which can be identified as reduced overhead costs attributable to the Work omitted. Reductions for profit originally attributable to the omitted Work shall be negotiated.

### 108.8.1 CHANGE OF THE CONTRACT TIME

A. The Contract Time may be changed only by a Change Order either alone or in conjunction with other changes. Any claim for an extension in the Contract Time shall be based on written notice delivered to the District and Project Manager within **three (3) days** of the occurrence of the event giving rise to the claim. Notice of the extent of the claim must state the cause of the delay, the date of occurrence causing the delay, and the amount of additional time requested. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor that would support the extension of time requested. If the Contractor is requesting an extension of time because of weather, they shall supply daily written reports to the Project Manager describing such weather and the Work which could not be performed that day because of such weather or conditions and which they otherwise would have performed. All claims for adjustment in the Contract Time shall be determined by Project Manager if the District and Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

B. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if a claim is made therefore as provided in Paragraph A. Such delays shall include, but not be limited to, acts or neglect by the District or others performing additional Work, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or Acts of God. No extension of the Contract Time will be granted where the delay is attributable to a Subcontractor, manufacturer, fabricator, supplier or distributor or any other party performing services or furnishing material or equipment on behalf of the Contractor unless such party's delay is attributable to one of the above enumerated causes.

C. An extension of time may be granted by the District after the expiration of the time originally fixed in the Contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration. However, such extension shall not be deemed to be a release of any of the District's rights under the Contract Documents unless expressly stated as such.

D. In the event that a Change Order is approved which changes the time of completion the Contractor shall submit a revised time schedule within **three (3) days** of the approval of the Change Order.

### 108.9 FORMAL PROTEST

A. If the Contractor considers any Work demanded of them to be outside the requirements of the Contract, or if they consider any Change Order or any instruction, ruling or decision (including, but not limited to, Contract Interpretations, Change Orders, or Application for Progress Payment or Field Orders by the Project Manager), to be unfair, they shall, within **three**

**(3) days** after any such demand, instructions, rulings or decision is made, file a written protest with the Project Manager stating clearly and in detail their objections and the reasons therefore. Except for such protests which are made of record in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for Extra Work, damages and extensions of time resulting from Change Orders, demands, instruction, ruling and decisions of the Project Manager. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

B. Upon receipt of any such protest from the Contractor, the Project Manager shall review the demand, instructions, rulings, or decision objected to, and shall promptly advise the Contractor in writing of its final decision, which shall be binding, unless within **three (3) days** thereafter the Contractor shall file with the District a formal protest against said final decision of the Project Manager. The Board shall consider and render a final decision of any such protest within **forty-five (45) days** of the receipt of the formal protest.

C. During the course of a formal protest, the Contractor shall continue the Work required by the Contract and any Change Orders unless the District, in writing, permits the Work to stop pending the resolution of the formal protest.

## 108.10 TIME OF COMPLETION; WEATHER; LIQUIDATED DAMAGES; TERMINATION

### 108.10.1 GENERAL

A. It is agreed that time is of the essence of this Contract.

B. The Contractor shall complete all or any designated portion of the Work called for under the Contract and the Contract Documents within the time set forth in the Contract. On request of the Contractor, the Project Manager will Furnish the Contractor a statement showing the number of approved time extensions, the number of days originally specified for completion of the Contract, and the number of days remaining to complete the Contract and the current completion date.

C. During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the Work as shall not be damaged thereby. No portions of the Work where acceptable quality or efficiency will be affected by unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the District that the Contract Time for completion of the Work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

D. The Contractor shall not be assessed liquidated damages nor the cost of engineering and inspection during any delay in the completion of Work caused by Acts of God, acts of the public enemy, acts of a public Agency or District or a Utility to Provide for removal or relocation of existing utilities, unless such delay is caused in whole or in part by the Contractor, or any of its Subcontractors.

E. Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified in the Contract shall constitute a material breach of this Contract entitling the District to terminate the Contract unless the

Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in these General Provisions.

F. Failure of the District to insist upon the performance of any covenant or condition within the time period specified in the Contract shall not constitute a waiver of the Contractor's duty to complete performance within the designated periods unless the waiver is in writing.

G. The District's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the Contract Documents. Failure of the Contractor to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Contract entitling the District to terminate.

#### 108.10.2 FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

The Work contemplated herein shall be completed in 30 calendar days. For each and every calendar day that Work shall remain uncompleted after the time specified for the completion of the Work in the Contract, or as adjusted by a Change Order, the sum of \$250.00 per calendar day, may be deducted from any money due or to become due to the Contractor, not as forfeit or penalty but as liquidated damages. This sum is fixed and agreed upon between the parties because the actual loss to the District and to the public caused by delay in completion will be impractical and extremely difficult to ascertain and determine. It is agreed that the District has made a good faith attempt to estimate the loss caused by any delays and that estimate is incorporated in the above sum, which is agreed to be reasonable. It is further agreed by the Contractor and the District that the actual costs of engineering, inspection, and overhead expenses incurred by the District, following the date specified for completion, that are directly chargeable to the Contract and accrue during the period after the time for completion of the Project and prior to the date of final completion established in the District's resolution, shall also be paid by the Contractor, in addition to any sum recoverable as Special Damages. If the District allows the Contractor to complete or attempt to complete the Work subsequent to the date of completion specified herein, such action shall not constitute a waiver by the District of the imposition of the liquidated damages provision as specified herein unless said liquidated damages are expressly waived in writing by the District.

#### 108.10.3 RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract, and the rights and remedies available shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law. No acts or omission by a Contractor or any of their agents shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval or acquiescence in any breach, except as may be specifically agreed in writing.

#### 108.10.4 DEFAULT

A. A party will be in default if that party:

1. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Contract;

2. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
3. Conducts business in an unethical or illegal manner; or
4. Fails to carry out any term, promise, or condition of the Contract.

B. Whenever the District in good faith has reason to question Contractor's intent to perform, the District may demand that the Contractor give a written assurance of its intent to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the District may treat this failure as an anticipatory repudiation of the Contract

#### 108.10.5 TERMINATION OF CONTRACT

A. The District may terminate this Contract pursuant to the provisions of A.R.S. §38-511.

B. District reserves the right to terminate this Contract and any purchase order or award, in whole or in part at anytime, when in the best interests of the District, without penalty or recourse upon thirty (30) calendar days' written notice. Upon receipt of written notice, Contractor shall immediately cease all Work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to the District. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be promptly delivered to the District. The Contractor shall be entitled to receive just and equitable compensation for Work in progress, Work completed and materials accepted before the effective date of the termination.

C. If the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will ensure its completion within the time specified herein, or any extension thereof granted in the manner specified herein, or fails to complete the Work within such time, or if the Contractor fails to comply with any written order of the Project Manager or the District or fails timely to pay Subcontractors, materialmen, or laborers, or if the Contractor should be adjudged bankrupt, or if they should make a general assignment for the benefit of their creditors, or if a receiver should be appointed on account of their insolvency, or if they or any of their Subcontractors should violate any of the provisions of the Contract, then the District may serve written notice upon the Contractor and their surety of its intention to terminate the Contract and, unless within **three (3) days** after the service of such notice such violations of the Contract cease and satisfactory arrangements for the corrections thereof be made, the Contract shall without further notice, upon the expiration of said **three (3) days** or such extensions thereof as may be expressly granted by the District in writing, cease and terminate.

D. In the event of any such termination, the Contract shall be deemed terminated and not rescinded. Following such termination of the Contract, the District will take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Project by whatever method the District may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished, or permanently suspended by the District, at which time the Contractor shall be paid for any balance of Work completed to date after the District has both completed its appraisal of the materials and services provided and received Contractor's properly prepared invoice. If such costs or

liquidated or actual damages as provided by this Contract exceed such unpaid balance, the Contractor shall pay the difference to the District. Such additional costs and any liquidated or actual damages due the District under this Contract will be determined by the Project Manager and be submitted to the Board in the form of a Change Order to the Contract.

E. Any extensions of time granted by Change Order or other extensions granted by the District do not constitute a waiver of the District's right to terminate the Contract pursuant to this section for the Contractor's failure to complete the Project within the time specified in the Contract and any authorized extensions thereto, nor do such extensions constitute a waiver of the District's right to collect liquidated damages.

F. If the Work is stopped by order of a court, public authority, or the District for a period of **ninety (90) calendar days**, or more through no act or fault of the Contractor, anyone employed by such Contractor or their Subcontractors, then the Contractor may terminate the Contract in accordance with these Contract Documents.

#### 108.11 ERRORS AND OMISSIONS

A. The Contractor shall not take advantage of errors or omissions in the Plans and Specifications. The Contractor shall immediately notify the Project Manager in writing of any and all errors and omissions discovered so that corrected or additional data may be supplied.

B. Any Work or material not herein specified or Shown on the Plans, but which by fair implication, in the judgment of the Project Manager, should be included therein, shall be done or Furnished by the Contractor as a part of the Contract requirement for the Contract Price Bid, without any Change Order or increase in price.

C. If the corrective Work associated with an error or omission increases or decreases the amount of Work called for in the Contract, the District may issue an appropriate Change Order. After discovery of an error or omission by the Contractor, related Work performed by the Contractor shall be done at their risk unless authorized by the Project Manager. In the event the Contractor disagrees with the determination of the Project Manager under this provision, they may appeal in accordance with these General Provisions.

#### 108.12 USE OF COMPLETED PORTIONS OF THE WORK

The District shall have the right to use all or a portion of the Work upon Operational Completion at no additional cost to the District. Operational Completion is when all or any portion of the Project is finished to the extent that it is fully capable of performing the function or functions for which it was designed and constructed. Such use shall not be deemed an Acceptance of any portion of the Project. Any use by the District prior to the date of Final Completion shall not alter the Contractor's liability to indemnify the District pursuant to this Contract or to complete the Work. If such prior use by the District delays the progress of the Work or causes additional expense to the Contractor, they shall file a written request for extension of time or money as specified in this Contract. The District, upon using any portion of the Work, shall be liable for all claims arising out of said use, for its own acts or omissions, and the Contractor shall remain liable for all claims arising out of the acts or omission of the Contractor all in accordance with the Comparative Negligence Law in the State of Arizona.

#### 108.13 FINAL COMPLETION AND ACCEPTANCE OF WORK

A. Inspection: All goods and services are subject to inspection and testing at place of manufacture, the destination, or both, by the District. Goods failing to meet specifications of the order or contract shall be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor.

In lieu of return of nonconforming supplies, the District, at its sole discretion and without prejudice to District's rights under the "Remedies" clause herein, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition shall not be considered a waiver of that condition for subsequent shipments or deliveries

B. When the Contractor considers the Project to be complete, they shall inform the Project Manager who shall promptly by personal inspection determine the actual status of the Work in accordance with the terms of the Contract. If they find materials, equipment, or workmanship, which do not meet the terms of the Contract, they shall prepare a Punch List of such items and submit it to the Contractor. Following completion of the corrective Work by the Contractor, the Project Manager shall notify the District that the Work has been completed in accordance with the Contract. Final determination of the acceptability shall be made by the District. After the Project Manager has certified to the Board that the Project is complete, the Board shall, by resolution within **thirty-five (35) days** of the Project Manager's certification, establish the date of final completion and find and declare the Work to be accepted.

The conditions of guarantee shall commence on the date that the District files a Notice of Completion or at the completion of any repair Work during the guarantee period.

B. For the purpose of this Section, "Acceptance of Work" shall mean the Acceptance of the Work or a portion of the Work by the District. "Acceptance of the Work" shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract, which has not, in fact, been performed or fulfilled at the time of such Acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

## 108.14 PUBLIC CONVENIENCE AND ACCESS

### 108.14.1 GENERAL

The Contractor shall conduct their operations so to cause a minimum obstruction and inconvenience to traffic and to places of business, multiple-dwelling units and residences adjacent to the Work. No greater quantity of Work shall be under construction at any one time than can be properly conducted with due regard for the rights of the public.

### 108.14.2 BARRICADES AND WARNING SIGNS

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the Work and safety of the public. Barricades erected upon roads, partially or fully closed to traffic, shall be illuminated during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

#### 108.15 DIFFERING SITE CONDITIONS

- A. The Contractor shall promptly, and before such conditions are disturbed, notify the District in writing of any unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.
- B. The District shall promptly investigate the conditions. If it finds that conditions materially differ and will cause an increase or decrease in the Contractor's cost or the time required to perform any part of the Work under this Contract, whether or not changed as a result of such conditions, the District shall make an equitable adjustment and modify the Contract in writing.
- C. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in Paragraph A of this clause.
- D. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.



## SECTION 109 - METHOD OF PAYMENT

### 109.1 CONTRACT SUM

A. The Contract Sum stated in the Contract, including authorized Change Orders, is the total amount payable by the District to the Contractor for the performance of the Work under the Contract Documents.

B. Price Warranty: Contractor shall give the District benefit of any price reduction before actual time of shipment except that should the District permit shipment to be made prior to specified shipping date, the District shall have advantage of any price reduction before shipping date. Contractor agrees that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

### 109.2 SUSPENSION OF PAYMENTS

After written notice has been given to the Contractor by the Project Manager of any deficiencies in their Work, or of a failure to comply with the Contract provisions, or a failure to comply with the construction schedule, the Project Manager shall recommend to the Board that all or a portion of payments due or to become due under the Contract should be suspended until the Contractor corrects any such deficiency. The Board may suspend payment without penalty until such deficiencies as remain uncorrected are corrected. The justified suspension of payment shall not constitute a cause of action against the District or its directors, officers, agents or employees by the Contractor.

### 109.3 PROJECT STATUS REVIEW (NOT REQUIRED FOR CONTRACT PERIODS OF 30 DAYS OR LESS)

The Contractor and Project Manager shall meet on the last business day of each month prior to the Contractor submitting the Progress Payment request for that month. The purpose of the meeting is to review Project status in relation to the construction schedule; review value of Work completed during the previous month; and, if applicable, review Contractor's plan to return Project status to that required by the schedule. Within **three (3) days** following this meeting, the Contractor shall submit a written progress report comprised of:

A. A copy of the current construction schedule marked up to indicate percent complete, actual completion or start dates since the previous review, and the estimated remaining duration of each activity in progress.

B. Reasons any activities are behind schedule and of the corrective steps being taken.

### 109.4 APPLICATION FOR PROGRESS PAYMENTS

A. The District shall make bi-weekly payments to such Contractor upon a basis of ninety percent (90%) of the value of the Work actually performed as agreed upon between the Project Manager and the Contractor or other agreed upon interval of time for measuring progress payments. The Contractor shall submit to the Project Manager an itemized Application for Payment, in a form approved by the District, supported by such data, as approved by the District, substantiating the Contractor's right to payment. The Contractor shall provide to the District at the time of payment, a waiver and release to date from each and every Subcontractor and

materialman whose Work or materials are included in the Application for Payment, evidencing that said Subcontractor or materialman has been paid in full to date.

B. When the Contract is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments made under the Contract may be retained providing the Contractor is making satisfactory progress on the Project, except that if at any time the District determines satisfactory progress is not being made ten percent (10%) retention shall be reinstated for all progress payments made under the Contract subsequent to the determination. The retainage will be paid after the Governing Body has approved the Work. Approval of the Work is expected to occur approximately **ten (10) days** after all Work has been completed.

#### 109.5 MEASUREMENT

A. The itemized Application for Payment will be used by the Project Manager as one of the bases for evaluating all requests for payment and shall include as a minimum the following items:

1. Measurement of Bid items completed since the previous Application for Payment, or since job inception for the first Application for Payment;
2. Separate indication of Stored Materials for which payment is requested.
3. Separate indication of those items of equipment where the Contractor will request payment in advance of installation.
4. An advance payment for mobilization not to exceed five percent (5%) of the total Contract amount, IF APPROVED BY THE DISTRICT.

Measurement and payment for the various items described in the Project Manual, Plans and Specifications and comprising the completed Work, shall be subject to this Section.

B. Payment will be made at the unit price or lump sum price Bid in the Bid Schedule.

C. Measurement will be in installation in the completed Work, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Project Manual, Plans and Specifications.

D. The quantities set forth in the Bid are used for determining the basis of the Award of the Contract, and may be increased or decreased by the District or their authorized representative to conform to the requirements of the Work as set forth in the Project Manual, Plans and Specifications. The Contractor agrees to perform the Work based on the prices Bid for the items contained in the Bid regardless of whether or not the items or units are decreased or increased. This applies only to items Bid in unit prices.

E. The Project Manager shall have the right to order omitted from the Contract any item or a portion of the estimated quantity for any item found unnecessary to the Work without violating the Contract or Performance Bond.

#### 109.6 FINAL PAYMENT

A. The Project Manager shall, they certify the completion of the Project to the Board, make a final count of the amount of Work done thereunder, and shall certify to the Board the value of

such Work. If the Board finds the Work has been completed according to the Contract Documents, the Board shall by Resolution within **thirty-five (35) days** after the date of the final completion as certified by the Project Manager, establish the date of final completion and find and declare the Work to be Accepted and shall authorize the payment of the entire sum so found to be due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the Contract. All prior payments shall be subject to correction in the final payment, which shall be processed along with a Final Change Order to reflect all actual Work completed.

B. Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Project Manager:

1. An affidavit that all payrolls, bills for materials and equipment, subcontractors and other indebtedness connected with the Project for which the District might in any way be responsible, have been paid or otherwise satisfied; and
2. Consent of surety, if any, to final payment; and
3. If required by the District, other data such as receipts, operation and maintenance manuals, releases and waivers of liens establishing payment or satisfaction of all obligations arising out of the Contract.

If any Subcontractor refuses to furnish a release or waiver required by the District, the Contractor may furnish a bond satisfactory to the District to indemnify the District against any such claim. If any such claim remains unsatisfied after all payments are made, the Contractor shall pay to the District all monies that the latter may be compelled to pay in discharging such claim, including all costs and reasonable attorneys' fees.

C. The making of final payment shall, after the date of Completion of the Project, constitute a waiver of all claims by the District except those arising from:

1. Unsettled claims;
2. Damage to the District or another Contractor;
3. Faulty or Defective Work which does not comply with the requirements of the Contract; or
4. Terms of any special warranties required by the Contract Documents.

D. It is mutually agreed between the parties to the Contract that no certificate given or payment made under the Contract, or use of the Project by the District, shall be conclusive evidence of performance of the Contract, and no payment shall be construed to be an Acceptance of any Defective Work or improper materials.

E. The Contractor further agrees that the payment of the final amount due under the Contract, and the adjustments and payments for any Work done in accordance with any alterations of the same, shall release the District, the Board and the Project Manager from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

F. Acceptance by the Contractor of final payments shall be and shall operate as a release to the District of all claims and all liability to the Contractor other than claims in stated amounts that may be specifically excepted by the Contractor for things done or Furnished in connection with this Work and for every act and neglect of the District and others relating to or arising out of this Work. Payment by the District shall not release the Contractor or their surety from any obligation under the Contract or under the performance and payment Bonds.

#### 109.7 CHARGES TO CONTRACTOR

Everything charged to the Contractor under the terms of this Contract shall be paid by the Contractor to the District on demand. Such charges may be deducted by the District from money due or to become due to the Contractor under the Contract. The District may recover such charges from the Contractor or from their surety.

#### 109.8 PAYMENTS TO SUBCONTRACTORS

The Contractor agrees that all payments to Subcontractors and Material suppliers shall be made in accordance with Arizona Revised Statutes §32-1129 and Arizona Revised Statutes §34-221.

## **SECTION 110 - PLANS**

### 110.1 PLANS

A. The Contractor shall keep a copy of the Project Manual, Plans and Specifications and the District Standard Specifications and Drawings at the job site and shall at all times give the Project Manager access thereto. The Contractor shall not perform any portion of the Project without approved Plans and Specifications and any supplements thereto.

B. The Contractor shall carefully study and compare all Plans and written Specifications. The Project Manager may furnish from time to time such additional drawings, plans, profiles and information, as they may consider necessary for Contractor's guidance. All additional drawings, plans, profiles, or information, whether provided by the Project Manager or the District, shall be binding on the Contractor as if contained in the original Plans and Specifications and are subject to Contractor's claims for Change Orders.

**FORT MOJAVE MESA FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS**

**RFP Number:** 13-10

**Title:** Construction; Turn-key Solar Energy System

**Form "A"**

**Minimum Qualifications and Submittal Requirements Verification Form**

**Bidders Name:** \_\_\_\_\_

Proposals not meeting the minimum qualifications will be deemed non-responsive and will not be considered for further evaluation.

If defined in this solicitation, provide documented and verifiable evidence that your firm satisfies the Minimum Qualifications, and indicate what/if attachments are submitted.

<b>Item Number</b>	<b>Minimum Qualifications</b>	<b>Compliance Yes/No (select one)</b>	<b>Document Title and Number of Pages Submitted for Each Document</b>
1	Description of meeting minimum qualifications of Bidder's company.	Yes/ No	
2	Resumes of the proposed key personnel.	Yes/ No	
3	Provide copies of licenses, certifications, accreditation, etc.	Yes/ No	
4	Additional minimum qualifications, if any.	Yes/ No	
5	Cover letter highlighting qualifications.	Yes/No	
6	A description of Bidder's company experience.	Yes/No	
7	Provide minimum of three references.	Yes/No	
8	Submittal of all documents requested.	Yes/No	

Submitted by (Printed Name and Title) \_\_\_\_\_ Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**FORT MOJAVE MESA FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS**

**RFP Number:** 13-10

**Title:** Construction; Turn-key Solar Energy System

**Form "B"**

**Reference Form**

**Bidders Name:** \_\_\_\_\_

**REFERENCES: Please provide three firms, addresses, contact persons and telephone numbers of customers who have done business with your firm:**

**Reference 1**

Company Name:

Contact Name and Title:

Telephone Number:

Fax Number:

Email Address:

**Reference 2**

Company Name:

Contact Name and Title:

Telephone Number:

Fax Number:

Email Address:

**Reference 3**

Company Name:

Contact Name and Title:

Telephone Number:

Fax Number:

Email Address:

**FORT MOJAVE MESA FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS**

**RFP Number:** 13-10

**Title:** Construction; Turn-key Solar Energy System

<b>Reference 4</b>
Company Name:
Contact Name and Title:
Telephone Number:
Fax Number:
Email Address:
<b>Reference 5</b>
Company Name:
Contact Name and Title:
Telephone Number:
Fax Number:
Email Address:



**FORT MOJAVE MESA FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS**

**RFP Number:** 13-10

**Title:** Construction; Turn-key Solar Energy System

**Form "C"**

**Offer and Acceptance**

Bidder Shall Complete the Following Information in Ink and Submit With Their Bid. Print or type in ink the requested information. TYPEWRITTEN RESPONSES ARE PREFERRED.

**OFFER**

To the Fort Mojave Mesa Fire District:

For \$ \_\_\_\_\_, the Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Request for Proposals and any written exceptions in the offer. Signature also certifies understanding and compliance with the Fort Mojave Mesa Fire District General Provisions.

**For Clarification of this Offer, contact:**

Company Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

\_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**CERTIFICATION**

By Signature in the Offer Section above, the Bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer.

**FORT MOJAVE MESA FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS**

**RFP Number:** 13-10

**Title:** Construction; Turn-key Solar Energy System

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

The Bidder is now bound to sell the materials or services listed by the attached contract and based upon the Request For Proposal, including all terms, conditions, specification, amendments, etc. and the Bidder's Offer as accepted by the District.

This contract shall henceforth be referred to as Contract No. \_\_\_\_\_. The Bidder has been cautioned not to commence any billable work or to provide any material or service under this contract until Bidder receives a purchase order.

**Fort Mojave Mesa Fire District**, a political  
subdivision

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.      Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
As Fort Mojave Mesa Fire District Fire Chief,  
and not personally.

\_\_\_\_\_  
As Fort Mojave Mesa Fire District Chair,  
and not personally

**FORT MOJAVE MESA FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS**

**RFP Number:** 13-10

**Title:** Construction; Turn-key Solar Energy System

**Form "D"**

**WORKER'S COMPENSATION CERTIFICATE**

**WORKER'S COMPENSATION CERTIFICATE**

**(AS REQUIRED BY Title 38-901  
OF THE ARIZONA LABOR CODE)**

I am aware of the provisions of the Arizona Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**FORT MOJAVE MESA FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS**

**RFP Number:** 13-10

**Title:** Construction; Turn-key Solar Energy System

**Form "E"**

**BID FOR CONSTRUCTION**

To: Fort Mojave Mesa Fire District

2230 Joy Lane

Fort Mohave, Arizona 86426

Re: RFP Title: Construction; Turnkey Solar Energy System

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

**All blanks must be completed in ink by the Bidder.**

The Bidder acknowledges receipt of the Project Manual and addenda number \_\_\_\_\_ through \_\_\_\_\_ (if any).

In response to your Request for Proposals for the Fort Mojave Mesa Fire District (the "District"), RFP Title: Construction; Turnkey Solar Energy System, published by the District, the undersigned Bidder proposes and offers to perform the Work set forth in the Contract Documents for the sum of \$\_\_\_\_\_ based upon the Bid Schedule attached hereto, said sums to only be amended or altered in accordance with the Contract Documents; and:

**1. Is aware the Work is for a "turnkey" solar energy system that should include engineering, procurement, installation, operation and maintenance, utility coordination and interconnection agreements. The bid should include all labor and materials and any temporary or interim facilities required to maintain essential existing functions in operation. The "turnkey" system shall comply with Arizona and local utility company metering and interconnection standards and construction guidelines. The proposed energy system to be mounted to the roof at Station 91 (2230 Joy Lane) shall conform to the specifications by Seabury Fritz Architects attached the the RFP. The proposed energy system will be connected to the Mohave Electric Cooperative (MEC) grid via the net metering system.**

**Project is awarded as a single contract, named the \_\_\_\_\_, based on a single total;** Understands that no Bid will be accepted unless the Bidder has attended the MANDATORY pre-bid conference held on 12/10/2013; Understands that the Bidder shall, prior to the time of the Bid opening, which is at **6:00 p.m. on 01/07/2014**, submit their Bid to the District, 2230 Joy Lane, Fort Mohave, Arizona 86426, using the Bid Documents in the RFP, completing all necessary sections. The Bid shall be placed in a sealed envelope and marked:

RFP: Construction; Turnkey Solar Energy System

**2. Has examined the Project Manual for the District RFP: Construction; Turnkey Solar Energy System and all Contract Documents, the site of Work, all plans and specifications pertaining thereto, and is familiar with the Conditions to be met, and agrees to execute the Contract set forth in the RFP and obtain and furnish the required Bonds and Certificates of Insurance and to complete the Work, should such Bidder be awarded the Contract for which this Bid is submitted. The Bidder agrees that the**

## FORT MOJAVE MESA FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS

**RFP Number:** 13-10

**Title:** Construction; Turn-key Solar Energy System

failure or omission of the Bidder to examine any form, instrument, or document shall in no way relieve the Bidder from any obligation in respect to the Bid. Further, the Bidder agrees to inform themselves fully of the conditions relating to the construction of the Project and the employment of labor thereon and that failure to do so will not relieve a successful Bidder of their obligation to furnish all materials and labor necessary to carry out the provisions of this Contract.

3. Understands that construction of the applicable portion of the Work shall be in accordance with the Plans and Specifications for such Work, as heretofore filed with District.

4. Submits a Bid Guaranty in the form of a bond, or certified check or cashier's check pursuant to Arizona Revised Statutes §34-201 as amended, payable to the District equal to ten percent (10%) of the aggregate amount of this Bid and agrees that said Bid Guaranty shall be given as a guarantee that the Bidder will enter into the Contract within the time herein stated if the Award is made to Bidder by the District; in case of the Bidder's refusal or failure to do so, the Bid Guaranty will be forfeited.

5. Agrees that if notified of the Award of Construction Contract, it will execute the Construction Contract in the form set forth herein, within **three (3) days** after receiving Notice of Award from the District. The Bidder shall submit all required bonds and certificates of insurance to the District within three (3) days of receipt of the Notice of Award of the Contract.

6. Agrees that, if required, it will submit an estimate of anticipated monthly progress payments on such Work within **three (3) days** of the Award of Contract. (Not required for contracts less than \$500,000).

7. Understands that the foregoing statements are not intended to in any way limit or modify the extent of the Work, method of payment or liability of either party should the undersigned Bidder be awarded the Contract.

8. Understands that any quantities stated or implied in the Specifications or elsewhere in the Project Manual are approximate only, and are subject to increase or decrease, and hereby proposes to perform all quantities of Work as either increased or decreased in accordance with provisions of the Specifications at the unit price bid in the Bid Schedule.

9. Understands that the attached Bid Schedule sets forth the prices and the total Bid price. The prices to be inserted in the Bid Schedule by the Bidder shall be the full inclusive price of the Work described under the several items including all costs of labor and materials and expenses, which may be required in and for the completion and maintenance of the Work during the course of construction, together with all general risks, liabilities and obligations set forth or implied in the documents provided for the purpose of bidding. Any risk, obligation or liability arising from any clause of the Conditions of the Contract or the Specifications or from the Work detailed on the Plans or any other item of work which is necessary for the full and proper completion of the Work in accordance with the Contract, whether or not specifically listed and priced in the Bid Schedule, shall nevertheless be deemed to be included in the Bid price. Extensions of the unit prices are on the basis of estimated quantities (said estimated quantities are not warranted or guaranteed), and the totaling of these extensions is for the purpose of comparing Bids only. The mathematical accuracy of such extensions and the totaling may be checked and corrected by the District before evaluating the Bids. However, this does not relieve the Bidder of the obligations and responsibilities set forth below in paragraph 11. The lowest of such totals

## FORT MOJAVE MESA FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS

**RFP Number:** 13-10

**Title:** Construction; Turn-key Solar Energy System

will determine the lowest Bid. Further, all applicable sales taxes, state or federal, and any other special taxes, patent rights, or royalties are included in the prices quoted in this Bid.

10. Understands that Bids delivered to the District may be withdrawn before the time set for opening of Bids by written request to the District. After opening of the Bids, no Bidder may withdraw their Bid for a period of **three (3) days** after the date set for the opening.

11. Has checked carefully all of the figures on the Bid Schedule and understands that the District will not be responsible for any errors or omissions on the part of the undersigned in composing or preparing this Bid or the Bid Schedule.

12. Understands that the District reserves the right to accept or reject any or all Bids without liability therefore and to waive informalities in the Bid or any of the proceedings.

13. Agrees that the only persons or parties interested in this Bid as principals are to be named herein and that this Bid is made without collusion with any other person, firm or corporation.

14. Has carefully examined the location of the proposed Work, the proposed form of Contract and the Plans therein referred to, and the Bidder proposes and agrees that if this Bid is accepted, they will contract with the District in the form of the Contract as attached to provide all the necessary labor, machinery, tools, apparatus and other means for construction, and to do all the Work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and that they will accept in full payment the unit prices as proposed in the Bid Schedule.

15. Agrees that the District has determined that a reasonable number of days for Operational Completion of the Work is 30, and for Final Completion is 45. The date of final completion, based upon the number of days allowed shall be set forth in the Notice of Award. The Bidder agrees that their Bid is submitted on this basis, subject to provisions contained in the Specifications relating to extensions of time, and agrees to plan and prosecute the Work with such diligence that the Work shall be completed within the time specified.

16. Agrees that the Bid includes the following items which have been completed in full by the Bidder:

- a. Bid
- b. Bid Schedule
- c. Bid Guaranty
- d. Certificate of Insurability
- e. Non-Collusion Affidavit
- f. Certification of the Bidder's Experience and Qualifications
- g. List of Proposed Subcontractors
- h. Schedule of Manufacturers and Suppliers, Major Equipment and Material Items

## FORT MOJAVE MESA FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS

**RFP Number:** 13-10

**Title:** Construction; Turn-key Solar Energy System

- i. Any Addenda, as issued.
17. Agrees that all Bid prices must be written in ink or typewritten.
18. Agrees that the District assumes no responsibility for any understanding or representation made by any of its directors, 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, or (2) the Contract expressly provides that responsibility is assumed by the District, or (3) said understanding or representation is contained in the information supplied to Bidders by the District or Fire Chief, or is information distributed pursuant to Instruction to and Information to Bidders herein. The Bidder further understands that only the District Board of Directors, through action taken at a properly noticed meeting, can waive any term or condition or requirement of this Contract or of the Bid. Contracts less than \$100,000 may have provisions waived by the Fire Chief.
19. Agrees that all terms set forth in the Information to Bidders as well as all other Contract Documents and the RFP shall be binding upon the Bidder if a Notice of Award is issued in favor of said Bidder by the Fire Chief.
20. Agrees that all major equipment and suppliers shall be herein set forth in the attached "Schedule of Manufacturers and Suppliers, Major Equipment and Material Items".
21. Understands that this Project is to be constructed in compliance with all District, Mohave County, State and Federal laws, rules and regulations, as defined in this RFP, as are applicable to the Project and the Contractor and all Work performed hereunder.
22. Understands that prior to the award of the Contract, the Fire Chief must review the Bid and that award of this Contract is contingent upon such review.
23. Understands that the Work that is being Bid is in one schedule and that the Contract will be awarded to the lowest responsive, responsible Bidder.
24. Understands that, the District shall make bi-weekly payments to such Contractor upon a basis of ninety percent (90%) of the value of the Work actually performed as agreed upon between the Fire Chief and the Contractor or other agreed upon interval of time for measuring progress payments. When the Contract is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments made under the Contract may be retained providing the Contractor is making satisfactory progress on the Project, except that if at any time the District determines satisfactory progress is not being made ten percent (10%) retention shall be reinstated for all progress payments made under the Contract subsequent to the determination. The retainage shall be paid to the Contractor in accordance with Section 109 of the General Provisions and Arizona Revised Statutes §34-221 and all applicable Federal laws, rules and regulations. The balance due the Contractor shall be paid after the completion of the Work and acceptance by the District in accordance with the Contract Documents.
25. Represents that the Bidder and all subcontractors who will perform Work on the job are properly and currently licensed as required by the laws of the State of Arizona.

In making this Bid, the undersigned incorporates and acknowledges all definitions set forth in the General Provisions. The undersigned hereby submits this Bid and the accompanying Bid Schedule as its Bid to construct the improvement described in the RFP.

The name and location of place of business of each subcontractor who will perform Work or labor or render service to the general contractor in or about the construction of the Work or improvements in an amount in

**FORT MOJAVE MESA FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS**

**RFP Number:** 13-10

**Title:** Construction; Turn-key Solar Energy System

excess of one-half of one percent (0.5%) of the general contractor's total Bid, and the portion of the Work which will be done by each subcontractor is set forth in the Schedule attached.

Bidder has received all the Project Manual, General Provisions and any Addenda before submission of Bid, has examined it, has included them in the Bid Documents prior to submitting the Bid and has submitted the Bid based upon them.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

This Bid is submitted by \_\_\_\_\_, a corporation or L.L.C. organized under the laws of the State of \_\_\_\_\_, or a partnership consisting of \_\_\_\_\_, or an individual trading as \_\_\_\_\_.

Respectfully Submitted,

\_\_\_\_\_  
President Signature

\_\_\_\_\_  
Secretary Signature

Full Legal Name of Company- (please print) \_\_\_\_\_

Complete Mailing Address and Telephone Number: \_\_\_\_\_  
\_\_\_\_\_

State where incorporated/organized: \_\_\_\_\_

**Note: All businesses must be licensed to do business in the State of Arizona.**

The **first and last names and residences** of all persons and parties interested in the foregoing Bid as principals are as follows:

In cases of corporation, give names of President, Secretary, Treasurer and Manager. In cases of L.L.C., give names of all Managers/Members. For Partnerships or joint ventures, give names of all the individual members.



**FORT MOJAVE MESA FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS**

**RFP Number:** 13-10

**Title:** Construction; Turn-key Solar Energy System

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**FORT MOJAVE MESA FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS**

**RFP Number:** 13-10

**Title:** Construction; Turn-key Solar Energy System

**Form "F"**

**BID SCHEDULE**

The following Bid Schedule is divided into each project location and must be completely filled out. Amount of Bid must be written only in the spaces provided. Amounts are to be shown in figures only. Extensions of these unit prices are on the basis of estimated quantities and the totaling of these extensions is for the purpose of comparing Bids only. **Said estimated quantities are not warranted or guaranteed. The District reserves the right to increase or decrease quantities as necessary.** The mathematical accuracy of extensions and the totaling will be checked and corrected by the District before evaluating the Bids and the lowest of such corrected and checked totals will determine the lowest Bid.

The Bid award will be based on unit prices multiplied by estimated quantities. **In case of a discrepancy, the unit prices will govern.** Items not listed shall be included in the unit prices Bid so that the total amount shown on the Bid Schedule shall be the total cost of the Project.

All applicable sales taxes, state and/or federal and any other special taxes, patent rights, or royalties shall be included in the prices quoted in this proposal.

BIDDER COMPANY NAME: \_\_\_\_\_

**FOR Turn-key Solar Energy System PROJECT PLANS:**

**Base Bid** **Total Lump Sum: \$** \_\_\_\_\_

**PV System Nominal Output** \_\_\_\_\_

**Alternate 1 Bid - Guard Rail** **Total Lump Sum: \$** \_\_\_\_\_

**TOTAL PROJECT BID.....\$** \_\_\_\_\_

**FORT MOJAVE MESA FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS**

**RFP Number:** 13-10

**Title:** Construction; Turn-key Solar Energy System

**Form "G"**

**BID GUARANTY BOND**

KNOW ALL MEN BY THESE PRESENTS: **BIDDER MAY USE OWN GUARANTY BOND FORM EQUIVALENT**

THAT \_\_\_\_\_,

called the Principal, and \_\_\_\_\_, hereinafter called the Surety, are jointly and severally held and firmly bound unto the Fort Mojave Mesa Fire District hereinafter called the Obligee, each in the penal sum of ten percent (10%) of the total amount of the Bid of the Principal for the Work, this sum not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) of lawful money of the United States for the payment whereof unto the Obligee, the Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of Obligee's Contract for construction of the Fort Mojave Mesa Fire District \_\_\_\_\_ Project.

NOW THEREFORE, the condition of this obligation is such that if the Principal is awarded the Contract, and if the Principal, within the time specified in the Bid for such Contract, enters into, executes, and delivers to the Obligee an agreement in the form provided herein complete with evidences of insurance, and if the Principal within the time specified in the Bid gives to the Obligee the Performance and Payment Bonds on the form provided in the RFP, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Obligee the difference in money between the total amount of Bid of the Principal and the amount for which the Obligee legally contracts with another party to fulfill the Contract if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, and the Obligee and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Printed Name of Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature for Principal

\_\_\_\_\_  
Signature for Surety

\_\_\_\_\_  
Title of Signator

\_\_\_\_\_  
Title of Signator

NOTE: If Principal is a Partnership, all partners must execute this Bond. IF Principal is a Corporation, the president and Secretary must sign. If Principal is an LLC, all Managers must sign.

Important: Surety companies executing Bonds must be authorized to transact business in the State of Arizona.

**FORT MOJAVE MESA FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS**

**RFP Number:** 13-10

**Title:** Construction; Turn-key Solar Energy System

**Form "H"**

**CERTIFICATE OF INSURABILITY**

I hereby certify that as Bidder to the Fort Mojave Mesa Fire District (The District) \_\_\_\_\_ Project, I am fully aware of the requirements of the District's insurance requirements for the Contractor and that by submitting this Bid, assure the District that I am able to obtain the required minimum insurance coverage should I be selected to be the successful Bidder.

Should I be selected to be the successful Bidder and then become unable to obtain the insurance coverage within **three (3) days** of receipt of the Notice of Award I understand that my Bid will be rejected and that I will forfeit my Bid Guaranty.

COUNTERSIGNED BY:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Insurance Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Insurance Representative

\_\_\_\_\_  
Full Legal Name of Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

**FORT MOJAVE MESA FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS**

**RFP Number:** 13-10

**Title:** Construction; Turn-key Solar Energy System

**Form "I"**

**This Affidavit is to be fully executed.**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )

) ss

County of \_\_\_\_\_)

\_\_\_\_\_, affiant, the \_\_\_\_\_ (President, Secretary, Manager Owner or Representative) of \_\_\_\_\_ (Full Legal Name of Company, Corporation, LLC or Owner) the person, corporation, L.L.C. company who makes the accompanying Bid, having first been duly sworn, deposes and says:

That such Bid is genuine, and not fraudulent or collusive, nor made in the interest or behalf of any person not herein named and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a fraudulent Bid, or any other person, firm or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

\_\_\_\_\_  
Signature of President, Secretary, Manager  
Owner or Representative

STATE OF \_\_\_\_\_ )

) ss

County of \_\_\_\_\_)

The foregoing document was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, the persons above subscribed and if subscribed in a representative capacity, then the principal named and in the capacity indicated. Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**FORT MOJAVE MESA FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS**

**RFP Number:** 13-10

**Title:** Construction; Turn-key Solar Energy System

**Form "J"**

**CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**

The undersigned Bidder certifies that it is skilled and regularly engaged in the general class and type of Work called for in the RFP. As proof of its qualification, the Bidder shall list projects which it has constructed in the past five (5) years that involved \_\_\_\_\_. Additional sheets may be attached

PROJECT NAME AND LOCATION	OWNER'S NAME	CONTACT	PHONE NUMBER

Superintendents Name and Telephone Number for this Project: \_\_\_\_\_

In accordance with the requirements of the Qualifications of Bidder Section of the Bid Instructions, the Bidder represents that it is competent, knowledgeable and has special skills in the nature, extent and inherent conditions of the Work to be performed. Bidder further acknowledges that certain peculiar and inherent conditions may exist in the construction of the particular facilities, which may create, during the construction program, unusual or unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction Work with respect to such hazards.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Name of Bidder and Title

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Full Legal Name of Company

\_\_\_\_\_  
Contractor's License Number and State



**FORT MOJAVE MESA FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS**

**RFP Number:** 13-10

**Title:** Construction; Turn-key Solar Energy System

**Form "K"**

**LIST OF PROPOSED SUBCONTRACTORS**

The following information gives the name, business address, and portion of work (description of work to be done) for each subcontractor that will be used in the work if the Bidder is awarded the Contract. No subcontractor doing work in excess of one-half of one percent (0.5%) of the total amount of the Bid and who is not listed shall be used without the written approval of the District, which shall not be unreasonably withheld. (Additional supporting data may be attached to this page. Each page shall be sequentially numbered and headed "Proposed Subcontractors" and shall be signed.) Substitutions of subcontractors may be made by the Bidder so long as all subcontractors used meet all requirements for subcontractors and all subcontract agreements meet all requirements for sub-agreements and lower tier agreements as set forth in the Contract Documents.

	Subcontract Name & Business Address	License #	Description of Work and % of Total Contract
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Full Legal Name of Company



**FORT MOJAVE MESA FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS**

**RFP Number:** 13-10

**Title:** Construction; Turn-key Solar Energy System

**Form "L"**

**SCHEDULE OF MANUFACTURERS AND SUPPLIERS MAJOR EQUIPMENT AND MATERIAL ITEMS**

The Bidder proposes that the named items of major equipment and materials required for work will be supplied by the manufacturers or suppliers set forth below as written in by the Bidder. Substitutions will be allowed in accordance with the Contract Documents.

	Manufacturer or Supplier	Equipment or Material
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Full Legal Name of Company