

# Specifications

WILLCOX UNIFIED SCHOOL DISTRICT

## WILLCOX HIGH SCHOOL FOOTBALL FIELD IRRIGATION AND TURF PROJECT

## SPECIFICATIONS



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240 N. BISBEE AVE, WILLCOX, AZ 85643

SWAIM PROJECT #2404.02  
DATE: **October 25, 2024**



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# Invitation for Bid

**INVITATION FOR BID#:** 10-2024-01

**MATERIAL OR SERVICE:** Willcox Football Field Irrigation and Sod Project

**DUE DATE AND TIME:** Tuesday, January 7, 2025, at 2:00 p.m., Arizona Time

**OPENING LOCATION:** Swaim Associates  
Attn: Mark Bollard  
7350 E Speedway #210  
Tucson, Arizona 85710

**PRE-BID CONFERENCE LOCATION:** Tuesday, December 17th, 2024, 10:00 am, Arizona Time  
240 N. Bisbee Ave, Willcox AZ, 85643

**SUBSTITUTION REQUESTS, DUE BY EMAIL:** No later than December 19th, 2024, at 2:00 p.m., Arizona Time

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, bids for the material or services specified will be received by Swaim Associates, at the above specified location, until the time and date cited. Bids received by the correct time and date shall be opened and the Offeror's submitting shall be publicly read. All other information contained in the bid shall remain confidential until award is made. **If you need directions to our office**, please call **(520) 326-3700**. The Invitation for Bid and all Amendment(s) will be posted to [www.azpurchasing.org](http://www.azpurchasing.org). It is the Offeror's responsibility to check for and acknowledge Amendments.

**Three (3) sets of the bid package are requested:** one marked "**Original**", one marked "**Copy**", and one electronic copy on a **USB**. Bids shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late bids shall not be considered. Bids must be submitted in a sealed envelope with the solicitation number and Offeror's name and address clearly indicated on the package. All bids must be written legibly in ink or typewritten. Additional instructions for preparing a bid are provided herein.

**VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION FOR BID.**

**Questions regarding this Invitation for Bid should be directed to:**  
**Mark Bollard**  
**Email: [mbollard@swaimaia.com](mailto:mbollard@swaimaia.com)**

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**DOCUMENTS REFERENCED**

You may access a copy of the documents referenced within this bid at the following web addresses:

**Arizona Revised Statutes (A.R.S.)** is available at: <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>.

**The Arizona School District Procurement Rules in the Arizona Administrative Code** is available at:  
[http://azsos.gov/public\\_services/Title\\_07/7-02.htm#Article\\_10](http://azsos.gov/public_services/Title_07/7-02.htm#Article_10).

**I.R.S. W-9 Form (Request for Taxpayer I.D. Number)** is available at: <http://www.irs.gov/pub/irs-pdf/iw9.pdf>.

## UNIFORM INSTRUCTIONS TO OFFERORS

### 1. Definition of Terms

As used in these instructions, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a contract with the School District.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- K. **“Responsible Offeror”** means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest bid.
- L. **“Responsive Offeror”** means the Offeror who submits a bid that conforms in all material respects to this Invitation for Bid, Instruction to Offeror and the Plans and Specifications which are incorporated herein by this reference.
- M. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- N. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- O. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- P. **“School District”** means the School District that executes the contract.

### 2. Inquiries

A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.

B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.

D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.

E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to inquiries.

F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.

G. Pre-Offer Conference. If a pre-offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.

H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### **3. Offer Preparation**

A. Forms: No Facsimile or Electronic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, electronic or mailgram offer shall be rejected.

B. Typed or Ink; Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.

D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.



E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.

G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Offer.

H. Federal Excise Tax. School Districts are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Employer Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Cost Form.

J. Identification of Taxes in Offer. School Districts are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District will conclude that the price(s) offered includes all applicable taxes.

K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

1. Addenda/Amendments;
2. Special Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Statement of Scope of Work;
5. Specifications;
6. Attachments;
7. Exhibits;
8. Special Instructions to Offerors; and
9. Uniform Instructions to Offerors

M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

#### **4. Submission of Offer**

A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.

B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The School District shall make a determination on whether the stamped information is confidential pursuant to the School District's Procurement Code.

D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form and notarization the non-collusion affidavit or other official contract form, the Offeror certifies that:

1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

## **5. Additional Bid Information**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.
- C. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- D. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90).
- E. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- F. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District reserves the right to:
1. Waive any minor informality;
  2. Reject any and all offers or portions thereof; or
  3. Cancel a solicitation.

## **6. Award**

A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District's interest, "all or none" Offers shall be rejected.

B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by an authorized District Representative of

the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.

C. Effective Date. The effective date of this Contract shall be the date that the authorized District Representative signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.

D. Final acceptance. The final acceptance will be contingent upon the approval of the Governing Board.

## **7. Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative, Calvin Baker, Superintendent. A protest of a Solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, addresses, and telephone number of the protester;
- B. The signature of the protester or its representative;
- C. Identification of the purchasing agency and the Solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.

## UNIFORM GENERAL TERMS AND CONDITIONS

### 1. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- E. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 2. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years. After the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and five (5) years. Thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.

### **3. Costs and Payments**

A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.

B. Applicable Taxes.

1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract/Purchase Order.

2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District.

C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District will make reasonable efforts to secure such funds.

### **4. Contract Changes**

A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Authorized District Representative.

## 5. Risk and Liability

A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

B. General Indemnification. Any contract entered by the District shall include the following indemnification language.

"Contractor shall indemnify, defend, save and hold harmless Willcox Unified School District No. 20 and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its Districts, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the District."

C. Indemnification - Patent and Copyright. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. Force Majeure.

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall not include the following occurrences:

- a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
- b) Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- c) Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in

writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the School District any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

## **6. Warranties**

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District of the materials or services, they shall be:

1. of a quality to pass without objection in the trade under the Contract description;
2. fit for the intended purposes for which the materials or services are used;
3. within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
4. adequately contained, packaged and marked as the Contract may require; and
5. conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the School District.

E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.

G. Survival of Rights and Obligations after Contract Expiration or Termination.

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## **7. School District's Contractual Remedies**

A. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

### **B. Stop Work Order.**

1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.

D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. Right to Offset. The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

## **8. Contract Termination**

A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. Gratuities. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract,



including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

C. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the school District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

D. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School 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 delivered to the School 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. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

E. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.

3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District re-procuring the materials or services.

F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

## 9. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and rules adopted thereunder.

## 10. Offshore Performance

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

## **11. Contractor's Employment Eligibility**

By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

## **12. Terrorism Country Divestments**

Per A.R.S. 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

## **13. Scrutinized Business Operations**

Per A.R.S. 35-391, the District is prohibited from purchasing from a company with scrutinized business operations in Sudan.

Per A.R.S. 35-393, the District is prohibited from purchasing from a company with scrutinized business operations in Iran.

In accordance with A.R.S. §§ 35-393, the Offeror is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

## **14. Fingerprint Clearance Cards**

In accordance with A.R.S 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in Governing Board policy. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District. Additionally, contractor shall comply with Governing Board Policies of the Bisbee School District.

## **15. Registered Sex Offender Notification Restriction**

Contractor represents and warrants that no employee of the Contractor, or of its subcontractor, who has been adjudicated to be a registered sex offender will perform work on District's premises at any time without written approval of the District Representative.

Any breach of Contractor's or any subcontractor's warranty shall be deemed to be a material breach of this Contract, subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of the District's rights and the subcontractor's obligations hereunder. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

## **16. Clarifications/Discussions**

Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Bid. It is achieved by explanation or substantiation, either in response to an inquiry from the District or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Offer, except to the extent that correction of apparent clerical mistakes results in a revision.

## **17. Confidential Information**

Confidential information request: If Offeror believes that its Bid contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the School District of this fact shall accompany the Bid, and the information shall be so identified wherever it appears. The School District shall review the statement and shall determine in writing whether the information shall be withheld. If the School District determines to disclose the information, the School District shall inform Offeror in writing of such determination.

## **18. Prohibition of Reprisals**

The Vail School District is committed to complying with Federal requirements related to whistleblower protections. To that end, an employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of;

- A. gross mismanagement of a contract or grant;
- B. a gross waste of public funds;
- C. a substantial and specific danger to public health or safety related to the implementation or use of public funds;
- D. an abuse of authority related to the implementation or use of public funds; or a violation of law, rule, or
- E. regulation related to a school district contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to public funds.

## **SPECIAL INSTRUCTIONS TO OFFERORS**

### **1. Pre-Bid Conference**

A Pre-Bid Conference will be held at the time and location indicated on Page 1. The contractor is responsible to visit the site to ascertain the full extent of work be required. No additional compensation will be allowed for failure to ascertain full extent of the work through visual inspection of existing conditions. All interested parties will have the opportunity for a visual inspection during the Pre-Bid Conference. Attendance to the pre-bid conference is **not mandatory**, in order to respond to this bid. Site visits shall not be scheduled separate of the pre-bid conference.

### **2. Inquiries**

All questions regarding this IFB must be submitted by email no later than 2:00 p.m., Arizona Time, on December 31, 2024 to Mark Bollard at mbollard@swaimaia.com. The Offeror shall not contact any other individuals to obtain information concerning the solicitation or its contents.

### **3. Interpretations and Amendments**

Should a Offeror find discrepancies in, or omissions from, the Solicitation Documents, or is in doubt as to their meaning, Offeror must at once notify the District, who will send a written instruction to each person receiving a set of documents. The Offeror submitting a request for interpretations will be responsible for its prompt delivery. All requests for interpretations shall be made in writing. The District will not be responsible for any explanations or interpretations except those duly issued in the form of written Amendment. Receipt of any Amendment so issued during the time of bidding shall be included in the bid and shall be acknowledged in the Bid and be made a part of the Contract Documents.

### **4. Purpose of Specifications**

Specifications are designed to enable Offeror to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If Offeror believes a specification is unnecessarily restrictive, Offeror must indicate such in its bid.

### **5. Use of Brand Names**

Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality, and/or performance characteristics of the materials desired. Use of the name of a manufacturer, brand, make or catalog number does not restrict Offeror from offering suitable alternates. However, Willcox Unified School District reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials, equipment described in the solicitation. Willcox Unified School District will be the sole judge on the question of equal quality, and the District's decision shall be final.

### **6. Examination of Contract Documents and Project Site**

A. Before submitting a Bid, Offerors shall carefully examine all of the Contract Documents and visit the Project site and fully inform themselves as to all existing conditions and limitations. Offerors shall include in their Bid a sum to cover the cost of all items included in the Contract. The Offeror, if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing, concerning which such Offeror might have fully informed themselves prior to the bidding.

B. All quantities for bid submittal purposes are to be field verified by Offeror prior to submitting bid submittal. The Offeror is cautioned that it is the Offerors sole responsibility to submit information related to the evaluation categories and that the Willcox Unified School District is under no obligation to solicit such information if it is not included

with the Offerors bid. Failure by the Offeror to submit such information may cause an adverse impact on the evaluation of the Offerors bid.

## **7. Request for Approved Equal**

Identification of material or equipment by manufacturer's name or trade name is not meant to give preference to any manufacturer, but merely to establish a standard.

A. Offerors shall submit written requests to obtain approval to use unspecified products no later than **noon on December 19, 2024**. Requests received after this time will not be considered. Requests shall clearly describe the product for which approval is asked, including data necessary to demonstrate acceptability. The District shall consider and either approve or reject all proposals submitted and shall comply with the following requirements:

1. If the District has approved an alternative product offering, the Offeror will be contacted with the approval and the Offeror's Bidding Documents shall be modified to include the alternative products.
2. If the District rejects an alternative product proposal, notice of the rejection shall be given to the Offeror prior to the deadline for receiving bids. Notice shall include an explanation for rejection of the product.

B. The Offeror's request for approval of any substitution shall include all of the following:

1. Complete data substantiating compliance of the proposed substitution with the Contract Documents.
2. Product identification, including manufacturer's name, address and phone number.
3. Manufacturer's literature showing complete product description, performance and test data and all reference standards.
4. Samples and colors in the case of articles or products.
5. Name and address of similar projects on which the product was used and date of installation.
6. For construction methods, include a detailed description for proposed methods.
7. Itemized comparison of proposed substitutions with product or method specified.
8. An "Intent to Warranty" on letterhead from the manufacturer or reputable distributor listing Vail Unified District as the District with the School Site as the address.

C. Substitution requests shall be made on the "Substitution Request Form" included in this bid package.

D. The decision of the District regarding the approval of items for which substitution is requested will be final. In the event of an approved substitution, if such substitution is later determined by the District to be unacceptable for any reason, including the necessity to perform extended redesign or rework of the project in order to accommodate the substitution, or if it becomes apparent to the District that the substituted item will not perform or function as well as the specified item, the Offeror will be required to furnish the original specified item or request approval to use another substitution. The Offeror will pay all costs, expenses or damages associated with or related to the unacceptability of a substitution and the resultant utilization of any item. The Offeror further understands and agrees that a time extension will not be granted due to delays associated with or related to the unacceptability of a substitution.

E. If a substitution is approved; no subsequent change in brand or make will be permitted unless satisfactory written evidence is presented to the District that the manufacturer cannot make scheduled delivery of the approved substitute item.

F. Substitutions will not be considered for approval by the District prior to or after the award of the Contract if:

1. The proposed substitution is indicated or implied on shop drawings or product data submittals and has not been formally submitted for approval by the Offeror in accordance with the above stated requirements.
2. Acceptance of the proposed substitution will require substantial design revisions to the Contract Documents or is otherwise not acceptable to the District.

## 8. Approval of Equal Items of Equipment and/or Materials Before Submission of Bids

Time is of the essence for this project. If an Offeror wishes to use items of equipment and/or materials other than those identified by trade or manufacturer's name, model or catalog number in the Specifications, Offeror shall submit the request for approval to the District no later than noon on **December 19, 2024**. Approvals will be granted only upon individual requests of prime bidding contractors. No approvals for substitutions will be granted directly to suppliers, distributors or subcontractors. Each request shall include all basic data and characteristics of the proposed item, so that a direct comparison can be readily made. It is the sole responsibility of the Offeror to submit complete descriptive and technical information so that the District can make a proper appraisal. All requests shall be in writing, addressed to Mark Bollard from Swaim Associates at mbollard@swaimaia.com. If the District has approved an alternative product offering, the Offeror will be contacted with the approval and the Offeror's Bidding Documents shall be modified to include the alternative products.

## 9. Submission of Bid Package

The bid package, also known as the Offer, should be prepared simply and economically, providing a straightforward, concise description of the capabilities to satisfy the requirements of the IFB. Emphasis should be on the completeness and clarity of content and should include the forms and information listed within this Section. Using the Bid Cover Sheet (Checklist) provided within the IFB is strongly recommended to ensure all necessary information is included for the submission of a bid package.

- A. Questionnaire:** A completed Questionnaire is required and provides pertinent details about the Offeror. Details sought in the Questionnaire include:

### 1. Company Profile

- A. Primary Office location and Contact details (address, phone numbers, email address, etc.)
- B. AZ ROC license(s)
- C. Litigation and Complaints
- D. Fingerprinting and Background Clearances

**2. References:** A minimum of three (3) references should be included for projects of similar scope in Arizona including the following details: District, Contact Person, Cell Phone Number, Email Address and Date of Project.

- B. Amendment Acknowledgement:** The form shall be used to acknowledge any/all Amendments that may be issued. The form does not have to be submitted within the bid package if no Amendment(s) is issued. Signatures provided on this document serve as confirmation that the Offeror has reviewed and acknowledges any change, clarification or modification made to the original bid and/or related documents.

- C. Bonding:** All bonds shall be provided to Willcox Unified School District and must be from Surety Companies licensed in the State of Arizona, with a General Power of Attorney and rated "A+" in Best's Guide.

**1. Bid Bond:** An irrevocable bid security payable to the Willcox Unified School District in the amount of 10.00% of the total bid project cost is required. This security should be in the form of a bid bond, certified check, cashier's check, or cash and must be in the possession of the District by the due time and date cited for this solicitation.

**2. Performance Bond:** The contractor shall be required to furnish an irrevocable security in the amount of 100.00% of the total contract price payable to the Willcox Unified School District , binding the contractor to provide faithful performance of the contract. This security must be in the possession of the District within 48 hours after receipt of purchase order or other notice of award. The cost of this bond is itemized on the bid submittal form.

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the District within 48 hours after receipt of purchase order or other notice of award. If the contractor fails to execute the security document, as required, the contractor may be found in default and the contract terminated by the District. In case of default, the District reserves all rights to recover as provided by law. All performance bonds must be executed on forms substantially equivalent to the form included with this solicitation. Tills security must be in the possession of the District within 48 hours after receipt of purchase order or other notice of award.

**3. Payment Bond:** The Contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the contractor or any subcontractor for the performance of any work related to the contract. Payment security shall be in the amount of 100% of the total contract price and be payable to the Willcox Unified School District . The cost of this bond is included in your base bid.

Payment security shall be in the form of a payment bond, certified check or cashier's check. All payment bonds must be executed on forms substantially equivalent to the payment bond forms on file at the District and incorporated by this reference. This security must be in the possession of the District within 48 hours after receipt of purchase order or other notice of award.

**D. Subcontractors:** A completed Subcontractor form shall be included listing only one name for each branch of the work. This form should be included even if your firm is self-performing 100% of the work and not utilizing any Subcontractor(s). The Subcontractor list should be submitted in separate envelope in the bid package. It is the contractor's responsibility to know if their license classification is valid to perform the Scope of Work, as presented. Contractors listed on the Subcontractor form are only valid if the firm possesses a license for the specified type of work. The Subcontractor list may not be changed from as submitted without the District's written approval.

**E. Confidential Information:** If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The District, pursuant to R7-2-1016, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in R7-2-1142.

**F. Bid Pricing Submittal:** Offerors must submit their pricing as outlined on the Bid Pricing Submittal form. Additions and subtractions will be determined upon project completion. These line items are to be added to the Base Bid and other line items listed to provide the overall Total Bid Project Cost. Other items listed on the Bid Pricing Submittal include:

**1. Restatement of Work:** The Restatement of Work should provide a few short sentences detailing the major tasks involved in the project and include the product(s) being used. A statement such as "per plans and specs" does not qualify as indication of understanding of the Scope of Work and is not acceptable. This Restatement of Work should also include the major product(s) being used for the project. Failure to provide the restatement demonstrating competence and understanding of the Scope of Work and specifications for the project could result in the bid being determined non-responsive.

**2. Schedule (Based on Notice to Proceed):** On your letterhead, a schedule based on Notice to Proceed through Sod Installation Completion should be provided and include milestones for the project.

- G. Vendor Payment Form:** A completed Vendor Payment form provides necessary information for the District to create a purchase order and subsequent payments and should be included in the bid package.
- H. Asbestos Certification - Notarized:** The completed form should be notarized and included in the bid package to attest that all materials to be used in the project are and shall be free of asbestos.
- I. Offer and Acceptance:** Offeror shall include a signed Offer and Acceptance Form. The Offer and Acceptance Form shall be signed with an original signature by an Authorized Representative of the Offeror, and shall be submitted with the submitted bid no later than the Offer due date and time. Failure to return a signed Offer and Acceptance Form may result in rejection of the Offer.
- J. Deviations and Exceptions:** The form shall be completed if there are any deviations/exceptions to the information found within the Invitation for Bid. Any deviation or exception not included on the form provided shall be without force and effect in any resulting Contract. Failure to show specific deviations indicates full compliance with the IFB.
- K. Conflict of Interest:** A statement disclosing any relationship with a District Employee or Governing Board member must be included in the bid package.
- L. Drug-Free Workplace:** The form indicates if your firm has a policy in place or not and should be included in the bid package.
- M. Non-Collusion – Notarized:** Offeror attests that the bid is genuine, is neither a sham nor collusive, nor is made in the interest for or on behalf of any person or corporation not named within the bid. The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself an advantage over any other Offeror. It also certifies that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive bid, or induced or solicited any other Offeror to refrain from submitting an offer. This form shall be notarized.
- N. I.R.S. W-9 Form, Request for Taxpayer Information:** Offeror should submit a current I.R.S. W-9 Form with the bid package. The W-9 form is required in order to receive payment under the Contract.

## 10. Offer Submission, Due Date and Time

It is the Offeror's responsibility to ensure that the bid package is delivered on the due date by the time required. Delivery times vary for all packages delivered to the Willcox Unified School District. If packages are received after the due date and time specified in the solicitation due to carriers like UPS or Fed Ex delivering late, Willcox Unified School District will not be held responsible and the late bid package will not be considered.

## 11. Evaluation

- A. Opening:** Sealed bids received by the correct time and date shall be opened and each Offeror's pricing shall be publicly read. All other information contained in the Offer shall remain confidential until award is made.
- B. Evaluation Criteria:** Bids may not be considered responsive and/or acceptable if they do not contain information sufficient to perform the necessary vetting of information requested in the IFB. Necessary components include an indication of the Offeror's intent to be bound, bid pricing submittal, acknowledgement of amendment(s), appropriate bonds, warranty information, company profile and any pertinent reference data as required. As stated in the Uniform Instructions, Exceptions to the Terms and Conditions may impact a Offeror's susceptibility for award. Once the bid package is determined responsive and the Offeror is determined to be responsible, price is the most important factor. A tally sheet will be developed with the pricing and costs requested in the IFB.



- C. Clarification of Bid Submittals:** Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Bid. It is achieved by explanation or substantiation, either in response to an inquiry from the District or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Offer.
- D. Responsibility, Responsiveness and Acceptability:** In accordance with R7-2-1076, R7-2-1161, R7-2-1168, R7-2-1171, and R7-2-1003 (B), R7-2-1031 or R7-2-1046, the District shall consider the following in determining Offeror's responsibility as the responsiveness of bids submitted in response to the solicitation. Determinations of non-responsibility and/or non-responsiveness shall be made in writing and shall set forth the bases for the determination. Bids determined to be non-responsive and/or non-responsible shall prevent the bid from evaluation and the Offeror shall be notified accordingly.

### **1. Mandatory Responsiveness Requirements:**

- a. A Signed Offer Form is included;
- b. A Bid Bond is included;
- c. Offeror possesses a valid license to perform the Scope of Work identified;
- d. Offeror does not have any unresolved issues at the Arizona Registrar of Contractors;
- e. Offeror does not have any unresolved issues with previous District; and
- f. References demonstrating experience with similar projects of size and scope in Arizona.

### **2. Debarment, Suspension or Contract Termination**

Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the District, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the District or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references.

### **3. Bid Submittal Package**

Bids may not be considered responsive if they are not submitted in the requested format; if they include significant exceptions to any requirements, terms or conditions that render the bid unacceptable; or do not contain sufficient contents with which to evaluate the bid, e.g., bonds, product information, key personnel, references, pricing and/or other requested information. Failure to submit all requested information may result in rejection of the bid.

### **4. Additional Responsibility Factors**

- a. The proposed contractor's stability, material, personnel and other resources, including subcontractors;
- b. The proposed contractor's record of performance and integrity;
- c. Whether the proposed contractor is qualified legally to contract with the public entity;
- d. Whether the proposed contractor supplied all necessary information concerning its responsibility;
- e. Complaints on file with the Registrar of Contractors;

f. Prior litigation history; and References.

## 12. Award

**A. Contract Award:** An award will be made to the lowest responsive and responsible Offeror that conforms in all material respects to the requirements outlined in the Invitation for Bid. The District reserves the right to award the base bid and any combination of alternates, if any, that is deemed most advantageous to the District in determining the lowest responsive and responsible Offeror. If a Offeror is awarded a contract and is unable to meet its contractual obligations, Willcox Unified School District may cancel the Contract and award to the next lowest ranked Offeror if the determination occurs within a reasonable time period after original Contract Award.

**B. Contract Implementation Meetings:** The Contractor may be required to participate in meetings for the successful implementation of the contract. Meetings, if any, will be at the discretion of the District. The Contractor will be notified in advance of any meeting times, frequency for future meetings, if any, and locations to ensure all appropriate district and contractor staff/representatives attend. The District reserves the right to decline conference call attendance or participation.

## **SPECIAL TERMS AND CONDITIONS**

### **1. Purpose**

### **2. Site Visit**

The contractor is responsible to visit the site to ascertain the full extent of work be required. No additional compensation will be allowed for failure to ascertain full extent of the work through visual inspection of existing conditions. All interested parties will have the opportunity for a visual inspection during the Pre-Bid Conference. Attendance to the pre-bid conference is **not mandatory**, in order to respond to this bid. Site visits shall not be scheduled separate of the pre-bid conference.

### **3. Contract**

This contract between the District and the Contractor shall consist of the solicitation as amended, any requests for clarifications, and the bid submitted by the Contractor. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the District reserves the right to clarify any contractual requirement in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's bid. In all other matters not affected by the written clarification, if any, the solicitation shall govern.

### **4. Contract Type**

This contract is a Fixed Firm Price.

### **5. Price Clause**

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs.

### **6. Substitute Securities**

The District will accept substitute securities in lieu of retention only in strict compliance with R7-2-11 14. If satisfactory progress is made on the Project, one-half of the funds held as substitute security will be returned upon fifty percent (50%) completion of the Project. Interest on all substitute securities will be held until final payment. All requests for substitute securities must be made on District approved forms, copies of which may be obtained from the District upon request.

### **7. Investigation by Offeror**

By submitting a bid, the Offeror certifies the Offeror has investigated all required fees, permits and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the costs of such fees, permits and requirements not otherwise indicated as provided by the District.

### **8. Contract Award**

The District intends to award a fixed firm price contract to a single Offeror, unless otherwise indicated, resulting from this solicitation to the responsible Offeror whose bid represents the best value after evaluation in accordance with the criteria identified in the solicitation. The District may waive informalities and minor irregularities on bids received. The Offeror's initial bid should contain the Offeror's best terms from a price or cost and technical standpoint. The District reserves the right to make an award on any item for any quantity less than the quantity offered, at unit costs or prices offered, unless the Offeror specifies otherwise in the bid. The District may reject any or all bids if such action is in the District's best interest.

## **9. Terms of Award**

It is the intent of the District to recommend a single award of this contract to the Willcox Unified School District Governing Board.

## **10. Award Basis**

The successful Offeror(s) will be determined by the Evaluation Criteria, as presented. Awards will not be made based on price alone, as the Offeror must be responsive and responsible. The District reserves the right to award as many contracts for the services as may be in the best interest of the District. If a contractor receives a bid award, an order is placed and contractor is unable to meet the delivery requirements, meet service requirements, or material that meets the District's needs as outlined in this Invitation for Bid, or is unable to hold bid price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with bid specifications, as determined by the District, the District reserves the right to go to the next lowest bid price of equal quality which meets bid specifications. If the bid item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, contractor must pick up item immediately and replace to the District's satisfaction at no additional charge, or issue full credit, for service a return visit must be re-scheduled within 24 hours. Rejected items must be removed from the District's premises by the Offeror upon verbal notification.

However, if a Offeror receives a contract award and is unable to meet the service requirements as outlined in this Solicitation (and subsequent contract), or is unable to hold the contract price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next highest ranked Offeror if this determination occurs within a reasonable time period after contract award.

## **11. Retention**

Mark Bollard, the Project Representative from Swaim Associates, and the Willcox Unified School District Superintendent, Kevin Davis shall perform the final inspection. R7-2-1104 requires 10% retention of the total cost of the job will be held until the final inspection is accepted by the District. The Contractor shall seek written approval from an appropriate District Representative for any changes or deviations from specifications or instructions.

## **12. Progress Payments**

Progress payments may be allowed. Requests for payment must be submitted through Mark Bollard for approval and sign-off. Retention, often percent (10%) of the requested payment, will be withheld until the final punch list is completed.

On or about the first day of each calendar month during the course of construction, the Contractor shall submit an itemized Application to Mark Bollard supported by such data substantiating the Contractor's right to payment as the District or Swaim Associates may require.

Payment shall be based on the work actually performed during the preceding calendar month. Payment may be made for equipment not yet installed but delivered and suitably stored at the project site, or at some other location agreed upon in writing by Swaim Associates and the District to be transported to the site and installed at a later date, under such conditions agreed upon in writing by the District.

Material delivered and suitably stored at the project site, or at some other agreed upon location by the Contractor, subcontractors, sub-subcontractors or material suppliers shall be insured to the full value of the material and shall be suitably stored and protected. Any material that is in accordance with the Contract Documents shall be installed into the Work. Until the final acceptance of the building by the District, it shall be the Contractor's responsibility to protect all materials and equipment installed or delivered to the Project.

The Contractor warrants and guarantees that title for all Work, materials and equipment covered by the Contract Documents shall be passed to the District upon final acceptance and that such Work, materials and equipment shall be free and clear of all liens, claims, security interests or encumbrances.

### **13. Approvals for Payment**

If the Contractor has submitted an Application as above (Progress Payments), then not later than the fifth day of the month, Swaim Associates shall approve or otherwise act on the Application and forward the Application to the District immediately for such amount as determined to be properly due, or state in writing the reasons for withholding a part of or the entire amount of the amount applied for as provided in the Subsection, Payments Withheld.

Approval of the Application will constitute a representation by Swaim Associates to the District, based on observations at the site, As-Built drawings reflect current information and the data comprising the Application, that the Work has progressed to the point indicated; that, to the best of Swaim Associates's knowledge, information and belief, the equality of the Work is in accordance with the Contract Documents (subject to (1) an evaluation of the Work as a functioning whole upon Substantial Completion, (2) to the results of any subsequent test required by the Contract Documents, (3) to minor deviations from the Contract Documents correctable prior to final completion, and (4) to any specific qualifications stated in his approval of the Application); and that the Contractor is entitled to payment in the amount approved. In addition, Swaim Associates's final approval for payment will constitute a further representation that all the conditions precedent to the Contractor's being entitled to final payment has been fulfilled.

### **14. Payments Withheld**

Swaim Associates may decline to approve an Application and may withhold a Certificate in whole or in part if unable to make representations to the District as provided in Approvals for Payment. Swaim Associates may also decline to approve any Application or, because of subsequently discovered evidence or subsequent inspections, may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary if within a professional opinion to protect the District from loss because of:

- A. Defective work not remedied;
- B. Claims filed or reasonable evidence indicating probable filing of claim;
- C. Failure of the Contractor to make payments to Subcontractors or for labor, materials or equipment;
- D. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum;
- E. Damage to another contractor;
- F. Reasonable indication that the Work will not be completed within the Contract Time; or
- G. Unsatisfactory prosecution of the Work by the Contractor.

### **15. District's Right to Request Completion of Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the District shall after seven days' written notice to the Contractor, and without prejudice to any other remedy he may have, notify the bonding company of such default or lack of performance, and proceed to make such other necessary and reasonable arrangements to carry out the work in accordance with the Contract Documents, all at the expense of the Contractor, including the District's costs and attorneys' fees.

### **16. Key Personnel**

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District.

B. If key personnel are not available for work under this contract, for a continuous period exceeding 3 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the District, and shall, subject to the concurrence of the District, replace such personnel with personnel with personnel of substantially equal ability and qualifications.

## **17. Insurance**

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$ 1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming Willcox Unified School District as an additional insured party. Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

## **18. Acceptance Period**

In order to allow for an adequate evaluation, the District requires an offer in response to the solicitation to be valid and irrevocable for 60 days after the opening time and date.

## **19. Timeframe For Completion**

Work shall commence on upon award, and the notice to proceed. The substantial completion date for all work is 90 days after the notice to proceed. Work shall be continuous and final completion review will take place 120 days after the notice to proceed.

## **20. District's Contingency Allowance**

The District is not providing any contingency allowance for this solicitation.

## **21. Liquidated Damages**

If the selected Offeror fails to meet the substantial time requirements for the delivery and/or installed acceptable implementation of the project, liquidated damages of \$100 per day may be assessed for each day beyond Substantial Completion after notice to proceed. However, should an unforeseen problem arise, an extension may be granted in writing at the discretion of the District.

If the selected Offeror shall fail or refuse to complete the work within the time specified, then the selected Offeror shall agree as a partial consideration for the awarding of the contract, that the Willcox Unified School District may retain from compensation otherwise to be paid to the selected Offeror, or may recover by all remedies at law, the amount specified, not as penalty but as liquidated damages, for each and every calendar day that the selected Offeror shall be default after the time stipulated in the bid for completion of substantial work status and final completion.

## **22. Inspection**

The job will have a final inspection and acceptance by the Willcox Unified School District Director of Facilities, Jerry Wood. Any discrepancies noted during the inspection will be corrected prior to final payment. Field inspections will be performed by Mark Bollard of Swaim Associates and a representative of the Willcox Unified School District upon completion of the Project.

### **23. Damages**

The successful contractor shall be liable for any and all damage caused by the firm and or its employees to the Willcox Unified School District premises. The Offeror shall hold and save the Willcox Unified School District free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by Offeror's operations on premises or third persons.

### **24. Source Limitations**

Obtain materials from the source or producer that will provide the required warranty.

### **25. Licenses**

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. The District reserves the right to stop work and/or cancel the contract of any Contractor whose license(s) expire, lapse, are suspended or terminated.

### **26. Compliance with Specifications**

The fact that a manufacturer, supplier or Offeror chooses not to produce or supply equipment, supplies or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Offerors shall offer equipment, supplies, and/or services that meet the specifications as presented. The work shall meet the minimum industry standards, as applicable:

- A. American Coating Association (ACA)
- B. American Concrete Institute (ACI)
- C. American Institute of Architects (AIA)
- D. American National Standards Institute (ANSI)
- E. American Standards Association (ASA)
- F. American Society of Safety Engineers (ASSE)
- G. American Society for Testing and Materials (ASTM)
- H. Asphalt Roofing Manufacturers Association (ARMA)
- I. Construction Specifications Institute (CST)
- J. Factory Mutual (FM)
- K. International Energy Conservation Code (IECC)
- L. International Fire Code (IFC)
- M. International Mechanical Code (IMC)
- N. International Plumbing Code (IPC)
- O. National Electrical Code (NEC)
- P. National Demolition Association (NDA)
- Q. National Electrical Code (NEC)

- R. National Emission Standards for Hazardous Air Pollutants (NESHAP)
- S. National Roofing Contractors Association (NRCA)
- T. Sheet Metal Air Conditioning National Association (SMACNA)
- U. Spray Polyurethane Foam Alliance (SPF A)
- V. Tile Council of North America (TCNA)
- W. The Society for Protective Coatings (SSPC)
- X. Underwriter's Laboratories, Inc. (UL)
- Y. Western States Roofing Contractors Association (WSRCA)

## **27. Warranty and Quality Guarantee**

Contractor warrants that any equipment or material supplied to the District shall fully conform to all requirements of the contract and all representations of contractor, and shall be fit for all purposes and uses required by the contract.

**28. A. Contractor's Warranty:** Provide 2 year warranty for all content, as required by the Arizona Registrar of Contractors.

## **29. Americans with Disabilities Act of 1990**

The Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. § 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the procurement officer for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation

## **30. Fingerprinting Requirements**

The District anticipates that services under this contract may cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with A.R.S. 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, Article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with A.R.S. subsection 41-4401, A.R.S. subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

The District may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should the District request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if the District suspects or finds the Contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: non consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

## **31. Hazard Notification**



Contractor must advise Superintendent, Kavin Davis, whenever work is expected to be hazardous to school children, District employees and/or operators. In the event that these or other hazardous materials are identified, it must be brought to the attention of Mark Bollard at Swaim Associates immediately to determine remediation efforts.

### **32. Regulatory Agencies**

It will be necessary that all work meet the requirements of all Federal, State and local regulatory agencies.

### **33. Buy American Provision**

Contractor will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). Contractor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. “Substantially” means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the “domestic” standard as described above (“non-domestic”) in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

### **34. Small Businesses, Minority-Owned Firms, and Women’s Business Enterprises**

In accordance with OMB Circular A-110, the District shall make a positive effort to utilize small businesses, minority-owned firms, and women’s business enterprises (SMWBE), whenever possible by 1) ensuring that SMWBE are used to the fullest extent practicable; 2) making information on forthcoming opportunities available and arranging time frames for purchases and contracts to encourage and facilitate participation by SMWBE; 3) considering in the contract process whether firms competing for larger contracts intend to subcontract with SMWBE; 4) encouraging contracting with consortiums of SMWBE when a contract is too large for one of these firms to handle individually; and 5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce’s Minority Business Development Agency in the solicitation and utilization of SMWBE.

### **35. Disclosure of Lobbying Activities**

Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, Contractor must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (Only applies to contracts over \$100,000)

### **36. Certification Regarding Lobbying**

Pursuant to 31 USC 1352, Contractor must submit a certification regarding lobbying which conforms in substance with the language provided in C.F.R. Part 200.450. By signing the Offer & Acceptance form, Contractor shall certify that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions. (Only applies to contracts over \$100,000)

### **37. Certificate of Independent Price Determination**

Offeror agrees that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor certification regarding non-collusion.

### **38. Civil Rights Compliance**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

### **39. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation**

Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The District will report all violations to ADE and to the USEPA Assistant Administrator for Enforcement. (Only applies to contracts over \$100,000)

### **40. Contract Work Hours and Safety Standard Act**

Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). (Only applies to contracts over \$2,500)

### **41. Debarment, Suspension, Ineligibility and Voluntary Exclusion**

By signing the Offer & Acceptance form, Contractor shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. Contractor shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 C.F.R. Part 180 and 2 C.F.R. Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)

### **42. Energy Policy and Conservation Act**

Contractor shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94–163, 89 Stat. 871.)

### **43. Equal Employment Opportunity**

Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapters 60).

### **44. Record Keeping**

The books, documents, papers and records of Contractor pertaining to operations under this Agreement shall be available to the District at any reasonable time. These records are subject to inspection or audit by duly authorized representatives of the District, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place.

The District shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S §35-214). 7CFR§210.23 and 2 C.F.R. Part 200.318(i).

#### **45. Invoicing**

Contractor fully discloses all discounts, rebates, allowances and incentives received by Contractor from its suppliers. If Contractor receives a discount, rebate, allowance, or incentive from any supplier, Contractor must disclose and return to the District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the District. Contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv).

No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in Contractor receiving payments in excess of the Contractor's actual, net allowable costs. 7CFR§210.21 (f)(2)

#### **46. Termination Clause**

The contract may be terminated for cause and for convenience by the District. Appendix II to 2 C.F.R. Part 200. (Only applies to contracts over \$10,000).

#### **47. Other Requirements**

This is an occupied school campus where the educational process comes first. Therefore, scheduling is essential to completing the project successfully. Significant coordination is required in terms of work processes to avoid disruption of the educational environment. Thus, the ultimate standards must be in place:

- A. Sign-in and present positive identification;
- B. Park in assigned locations;
- C. No weapons in vehicles or on campus;
- D. No smoking on campus;
- E. No foul or offensive language;
- F. No alcohol or tobacco use of any kind on campus to include on person, in vehicles or equipment;
- G. No clothing referencing any of the above;
- H. No speaking to students;
- I. No leering or whistling;
- J. Site must be safe at the end of each day;
- K. These are no tolerance terms.

## SCOPE OF WORK

### Project

This track and field improvements project includes multiple contractors. This project includes all new landscape irrigation, booster pump, soil prep and sod with maintenance period.

### Drawings, Detailed Scope of Work and Specifications

Refer to Drawings and Specifications dated 10/25/2024 issued for this project.

### School Information

Willcox High School  
240 N. Bisbee Ave  
Willcox, AZ 85643

### School Calendar

Refer to District Website for yearly school calendar.

### Work Hours

Work hours for this project are to be worked out between the Superintendent, Kevin Davis, and the awarded Offeror.

### Utilities

Contractor shall provide, and maintain in clean order, temporary toilet facilities for use throughout the project duration. Locations shall be approved by the District.

### Cleanup

The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the Project, as tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up the work, the District may do so and the cost thereof shall be charged back to the Contractor. Remove all surplus materials and debris of every nature resulting from operations, and put the site in a neat, orderly condition. District trash receptacles shall not be utilized without specific written approval.

### Worksite Safety Restoration

The contractor shall repair, rebuild or otherwise acceptably restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contractor's expense, and is not subject to reimbursement by the District. Awarded firm shall remove all old equipment, trash/waste from the worksite as a result of their efforts.

### Questions

Offerors who have questions about this IFB are required to submit their questions, by email, to Mark Bollard at mbollard@swaimaia.com. **All questions must be submitted by December 17, 2024, at 2:00 p.m., Arizona Time.** Responses will be addressed in an Addendum to the IFB if necessary. Addendums must be acknowledged where designated in the solicitation. The purpose of the Addendum is to clarify, if necessary, the terms of this Invitation for Bid, 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 Invitation for Bid, or if in doubt as to their meaning, such matters should be presented in writing.

Phone calls with questions or requests for information regarding the Invitation for Bid will not be accepted. Oral statements or instructions will not constitute an amendment to this Invitation for Bid. Please submit any questions or discrepancies to Mark Bollard at mbollard@swaimaia.com. We recommend you request a delivery and read receipt of all e-mails sent to the District regarding this solicitation.

## SUBSTITUTION REQUEST FORM

**Delete if not applicable**

**If your organization is offering substitution equipment for consideration submit this completed form via email to:**

Architect, Mark Bollard, at mbollard@swaimaia.com no later than **12:00 p.m. Arizona Time, December 6, 2024.**

The following is hereby submitted for consideration to use the following product in place of the specified model: **XXX**.

Proposed Substitution:

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The complete product description, drawings, photographs, performance and test data and other information necessary for evaluation are found attached, including specific model numbers, finishes, options, etc.

**A.** Is the "Intent to Warranty" from the manufacturer or reputable distributor attached listing the School Site address and Willcox Unified School District as the Owner?

Yes \_\_\_\_ No \_\_\_\_ If No, explain: \_\_\_\_\_

**B.** Are changes required to the current project design in order to properly install proposed substitutions? Is the weight equal?

Yes \_\_\_\_ No \_\_\_\_ If No, explain: \_\_\_\_\_

**C.** Will the undersigned pay for changes to the project design, including engineering and drawing costs, caused by requested substitutions?

Yes \_\_\_\_ No \_\_\_\_ If No, explain: \_\_\_\_\_

**D.** List differences between proposed substitution(s) and specified item. (Additional sheets may be included to support your statements below).

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**E.** Does substitution affect Drawing dimensions?

Yes \_\_\_\_ No \_\_\_\_ If No, explain: \_\_\_\_\_

**F.** What effect does substitution have on other trades?

Yes \_\_\_\_ No \_\_\_\_ If No, explain: \_\_\_\_\_

**G.** Does manufacturer's warranty or proposed substitution differ from that specified?

Yes \_\_\_\_ No \_\_\_\_ If No, explain: \_\_\_\_\_

**H.** Will substitution affect progress schedule?

Yes \_\_\_\_ No \_\_\_\_ If No, explain: \_\_\_\_\_

**I.** Will substitution require more license fees or royalties than specified product?

Yes \_\_\_\_ No \_\_\_\_ If No, explain: \_\_\_\_\_

**J.** Will maintenance and service parts be locally available for substitutions?

Yes \_\_\_\_ No \_\_\_\_ If No, explain: \_\_\_\_\_

**K.** Does the manufacturer have an unresolved warranty issues with any previous District projects?

Yes \_\_\_\_ No \_\_\_\_ If No, explain: \_\_\_\_\_

**Submitted By:**

_____ Signature	_____ Printed Name	_____ Date
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_____ Telephone	_____ Email	_____ Fax
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**For District Use Only:**

_____ Signature	_____ Printed Name	_____ Date
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_____ Accepted	_____ Accepted as Noted Below
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_____ Rejected	_____ Rejected as Noted Below
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Remarks:

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## BID COVER SHEET

**Two (2) sealed copies of your bid, (1) original and (1) copy, must be submitted.** The Willcox Unified School District No. 20 will not assume responsibility for any costs related to the preparation or submission of the bid.

Checklist	Initial each Box when completed
<b>Bid Pricing Submittal</b> – should include	
<ul style="list-style-type: none"> <li><i>Guarantees of materials, warranty and workmanship</i></li> </ul>	
<ul style="list-style-type: none"> <li><i>Restatement of Work</i></li> </ul>	
<ul style="list-style-type: none"> <li><i>Scheduled based on Notice to Proceed through Substantial Completion on company letterhead</i></li> </ul>	
<ul style="list-style-type: none"> <li><i>Intent to Warranty – required for applied coating systems only</i></li> </ul>	
<b>Bid Bond</b> – 10% of the Total Bid Project Cost	
<b>Performance Bond</b> – within 48 hours of award	
<b>Payment Bond</b> – within 48 hours of award	
<b>Subcontractor List</b> – Should be completed and submitted in a separate envelope even if self-performing 100% of the work. Applied coating systems certification should be included, if applicable to any Subcontractors listed	
<b>Questionnaire</b>	
<ul style="list-style-type: none"> <li><i>Company Profile Information</i></li> </ul>	
<ul style="list-style-type: none"> <li><i>References</i></li> </ul>	
<ul style="list-style-type: none"> <li><i>Copy of appropriate AZ Construction License(s)</i></li> </ul>	
<b>Offer and Acceptance</b>	
<b>Confidential / Proprietary Statement</b>	
<b>Conflict of Interest</b>	
<b>Non-Collusion Statement</b> - Notarized	
<b>Deviations and Exceptions</b>	
<b>Certification of Insurance</b>	
<b>Vendor Application</b>	
<b>I.R.S. W-9 Form</b>	
<b>Bid Package Label</b>	

The form of contract for any award made as a result of this bid will be a district purchase order referencing this bid. The amount will be based upon the fees shown in the bid, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the proposed contract must be included with the bid.

**BID SUBMITTAL****Bid submittal of:** \_\_\_\_\_

(Firm's Name)

**PROJECT: Football Field Irrigation and Sod Project****TO:** The Willcox Unified School District (Owner)

1. In compliance with the Invitation for Bid and Instructions to Offerors, the Offeror named above hereby offers to furnish the materials and perform the Work for the Owner's Project designated above in strict accordance with the Terms and Conditions, Specifications, Schedules, Drawings, all other pertinent Contract Documents, and Offeror's own site verification of the project. The Offeror further agrees, upon written notice of acceptance of this Bid at any time within sixty (60) days after the date of opening of the bids, that Offeror will execute the Contract in accordance with the Bid as accepted, and give bond, as sufficient surety, in the amount of one hundred percent (100%) of the Contract Amount, within two (2) working days after a Notice of Award is presented for the following sums:

<b>A. Base Bid:</b>	\$
<b>B. Contingency Allowance</b>	<b>\$ 35,000.00</b>
<b>C.</b>	\$
<b>D. Miscellaneous "Unknown": Items (B + C)</b>	\$
<b>E. Total of A + D</b>	\$
<b>F. Cost of Performance Bond</b>	\$
<b>G. Prime Tax (If "E" is equal to or greater than \$750,000)</b>	\$
<b>(E + F + G) equals the Total Bid Project Cost</b>	<b>\$</b>

2. Enclosed is bid security as required consisting \_\_\_\_\_ of in the amount of (\$ \_\_\_\_\_). (Not less than ten percent (10%) of the proposed Total Bid Project Cost, including all additive alternates.)

3. The Offeror hereby agrees that the above Base Bid includes a Cash Allowance of Zero and No/ 1 00 (\$0): If there are any funds remaining in the Cash Allowance after the Project has been fully completed, then upon final acceptance of the Project, the Contract Amount shall be reduced by the funds so remaining.

4. It is understood and agreed that the work under the Contract Documents shall be commenced by the Offeror, if awarded the Contract for the Project, on the date specified as the Start Date in the Notice to Proceed issued by the Owner in the manner specified in the Contract and General Conditions, and shall be completed by the Contractor by sunset, on the 120 days following the notice to proceed. Substantial completion shall be reached by sunset on the 90 days after notice to proceed. If the Work is not completed by these dates, then the Offeror shall pay the Owner the amount of one hundred and No/100 Dollars (\$100.00) per day as liquidated damages.

5. The Offeror offers the minimum workmanship warranty of 24 months: YES \_\_\_\_ NO \_\_\_\_

6. The Offeror understands that the Owner reserves the right to reject any or all Bids or to waive any formality or technicality, as determined by the Owner in its sole discretion, in any Bid in the interest of the Owner.



7. Provide a short Restatement of Work including product(s) being used to demonstrate understanding of the project:

8. The Offeror confirms a site visit and understands the conditions of the site, the full scope of the work, and related areas. YES \_\_\_\_ NO \_\_\_\_ If No, document that you will ask for no change orders as a result of not having made a site visit and thereby asking any questions that could have arisen.

9. Schedule based on Notice to Proceed through Substantial Completion: (Attached separately, if needed).

10. Are there any unresolved issues with your firm and the Register of Contractors? YES \_\_\_\_ NO \_\_\_\_  
If Yes, explain:

**BID BOND PURSUANT TO RULE R7-2-1102  
OF THE ARIZONA ADMINISTRATIVE CODE  
(SCHOOL DISTRICT PROCUREMENT RULES)  
(Penalty of this bond must be not less than 10% of the bid amount)**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, \_\_\_\_\_ (hereinafter called the "Principal"), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ (hereinafter called the Surety"), as Surety, are held and firmly bound unto Willcox Unified School District No.

20 (hereinafter called the ("Obligee") in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal, then this obligation is void. Otherwise, it remains in full force and effect; provided, however, that this bond is executed pursuant to the provisions of Ariz. Admin. Code Rule R7-2-1102, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
PRINCIPAL Seal

\_\_\_\_\_  
AGENCY OF RECORD By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Agency Address SURETY Seal  
By \_\_\_\_\_  
Title \_\_\_\_\_

**PERFORMANCE BOND PURSUANT TO R7-2-1103  
OF THE ARIZONA ADMINISTRATIVE CODE  
(SCHOOL DISTRICT PROCUREMENT RULES)  
(Penalty of this bond must be 100% of the Contract Amount)**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, \_\_\_\_\_ (hereinafter called the "Principal"), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto Vail Unified School District No. 20, Pima County, Arizona (hereinafter called the "Obligee"), for the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, entitled Contract and General Conditions Between Owner and Contractor, dated the \_\_\_\_ day of \_\_\_\_\_, 2019 ("Contract"), to construct and complete certain work described as \_\_\_\_\_, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise, it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Arizona Administrative Code Rule R7-2-1103, and all liabilities on this bond shall be determined in accordance with the provisions of said Rule, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
PRINCIPAL Seal

\_\_\_\_\_  
AGENCY OF RECORD By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Agency Address SURETY Seal  
By \_\_\_\_\_  
Title \_\_\_\_\_

**PAYMENT BOND PURSUANT TO R7-2-1103  
OF THE ARIZONA ADMINISTRATIVE CODE  
(SCHOOL DISTRICT PROCUREMENT RULES)  
(Penalty of this bond must be 100% of the Contract Amount)**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, \_\_\_\_\_ (hereinafter called the "Principal"), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto Willcox Unified School District No. 20, Pima County, Arizona (hereinafter called the "Obligee"), for the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, entitled Contract and General Conditions Between Owner and Contractor, dated the \_\_\_\_ day of \_\_\_\_\_, 2017 ("Contract"), to construct and complete certain work described as \_\_\_\_\_, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the Contract, this obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Arizona Administrative Code Rule R7-2-1103, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Rule, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
PRINCIPAL Seal

\_\_\_\_\_  
AGENCY OF RECORD By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Agency Address SURETY Seal  
By \_\_\_\_\_  
Title \_\_\_\_\_

## SUBCONTRACTOR SUBMITTAL

This form shall be completed and submitted in a **separate sealed envelope** as a part of the bid submittal. The list is necessary even if Offeror plans to self-perform 100% the work.

**PROJECT: Football Field Irrigation and Sod Project**

In compliance with the Special Terms and Conditions to Offerors and in conformity with the Contract and General Conditions, the undersigned submits the following names of Subcontractors to be used in performing the work for the Project.

**Note:**

1. Successful Offeror must furnish to the Owner the Arizona contractor's license number for each listed Subcontractor. ONE, and only one, Subcontractor shall be submitted for each portion of the work. The failure to list a Subcontractor for work not performed by Contractor's own forces or the listing of more than one Subcontractor for each portion of the work shall be considered non-responsive, and shall be grounds for rejection of the bid by the Owner, at the Owner's sole discretion. The List of Subcontractors shall be based on the "Base Bid" scope of work. Offeror shall denote where it is intended to use their own forces.

2. Contractors using applied coating systems must include manufacturer/reputable distributor certification to apply in conjunction with "intent to Warranty".

Subcontractor Work	Subcontractor Name	License #

\_\_\_\_ Check here if no Subcontractors will be utilized for this project.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## QUESTIONNAIRE

A. Provide the name and address of the primary contact person and servicing office location:

Name	
Title	
Company Name	
Physical Address	
City, State and Zip	
Main Number	
Alternate or Cell Number	
Email Address	
AZ Construction License(s) ROC# (attach copies)	

B. Contractor is licensed and registered in State of Arizona for at least 5 years. YES \_\_\_\_\_ NO \_\_\_\_\_

C. Contractor has a minimum of 5 full time employees. YES \_\_\_\_\_ NO \_\_\_\_\_

D. Contractor has provided a list of previous projects with experience. YES \_\_\_\_\_ NO \_\_\_\_\_

E. Does your firm obtain current valid fingerprint clearance cards from employees? YES \_\_\_\_\_ NO \_\_\_\_\_

F. Does your firm perform criminal background checks on employees? YES \_\_\_\_\_ NO \_\_\_\_\_

G. Does your firm conduct random drug screens for employees? YES \_\_\_\_\_ NO \_\_\_\_\_

H. Are there any pending reviews or litigation involving your firm in the past five years? YES \_\_\_\_\_ NO \_\_\_\_\_  
If Yes, attached explanation.

I. Have you had any complaints filed with the Better Business Bureau in the last five years? YES \_\_\_\_\_ NO \_\_\_\_\_  
If Yes, attached explanation and details how the complaints were resolved?

J. List three (3) Arizona References of similar projects:

District/Owner	Contact	Phone	Email	Contract Term
1. _____				
2. _____				
3. _____				

**OFFER AND ACCEPTANCE**

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

Arizona Transaction (Sales) Privilege Tax License Number: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_ Tax Rate: \_\_\_\_\_ %

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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

**CERTIFICATION**

By signature in the Offer section above, the Offeror certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75-5 or A.R.S. §§ 41-1461 through 1465 et. seq.
3. The Offeror 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. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror complies and maintains compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. §41-4401 and §23-214 which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. §35-391, the Offeror does not have scrutinized business operations in Sudan.
6. In accordance with A.R.S. §35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
7. In accordance with A.R.S. §35-393, the Offeror does not have scrutinized business operations in Iran.
8. In accordance with A.R.S. §15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
9. By submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
10. By submission of this bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
11. In accordance with A.R.S. §§ 35-393, the Offeror is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

Contract Title: **Football Field Irrigation and Sod Project****ACCEPTANCE OF OFFER**

The Proposal is hereby accepted. The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Proposal as accepted by the School District/Public Entity.

This contract shall henceforth be referred to as Contract No **IFB 19-007-20**. The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order, contract release document, or written notice to proceed.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Kevin Davis, Director of Business

## CONFIDENTIAL/PROPRIETARY SUBMITTALS

Confidential/Proprietary Submittals (mark one):

\_\_\_\_\_ No confidential/proprietary materials have been included with this offer.

\_\_\_\_\_ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform General Terms and Conditions, paragraph 17).

Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered. The School District/Public Entity will not consider pricing to be confidential or proprietary.

---

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Authorized Signature



## CONFLICT OF INTEREST

The undersigned, the owner or authorized officer of \_\_\_\_\_  
(the "Firm"), Hereby represent and warrant to their best knowledge that no familial relationships exist  
between the owner(s) or any employee of the company and any member of the Governing Board of the  
Willcox Unified School District , Superintendent of the Willcox Unified School District , any employee  
of the  
Willcox Unified School District , or any employee of Swaim Associates.

\_\_\_\_\_ **YES**    \_\_\_\_\_ **NO** If NO, disclose relationship(s) below.

\_\_\_\_\_  
Name Print

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Offeror/Employee Name

Name of District Employee

Relationship

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## NON-COLLUSION AFFIDAVIT

State of                    )  
                                  )       ss.  
County of                )

\_\_\_\_\_, affiant,  
(Name)

the \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Contractor/Offeror)

The persons, corporation, or company who makes the accompanying bid, having first been duly sworn, deposes and says:

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

\_\_\_\_\_  
\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public in and

for the County of

\_\_\_\_\_ State of

\_\_\_\_\_

## DEVIATIONS AND EXCEPTIONS

Offerors shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions (mark one):

\_\_\_\_\_ No exceptions

\_\_\_\_\_ Exceptions taken (describe below – attach additional pages if needed)

---

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Authorized Signature



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
**1/9/2014**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>My Brokerage</b> <b>1 Broker Lane</b>  <b>Brokerageville CA 12345</b>	<b>CONTACT NAME:</b> <b>Mrs. Professional Broker</b> <b>PHONE (A/C No. Ext):</b> <b>(818)555-1212</b> <b>FAX (A/C No.):</b> <b>(818)555-1213</b> <b>E-MAIL ADDRESS:</b> <b>msbroker@mybroker.age</b>														
<b>INSURED</b> <b>My Production Company</b> <b>100 Maserati Avenue</b>  <b>Exterior CA 12354</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: <b>PowerfulIns. Co</b></td> <td><b>12301</b></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <b>PowerfulIns. Co</b>	<b>12301</b>	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER:14-15** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POL (MM/DD)	POL (MM/DD)	EXP (YYY)	LIMITS
<b>A</b>	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>Included</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COM/OP AGG \$ <b>Included</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		<b>55533322</b>	<b>1/8/2014</b>	<b>1/8/2015</b>		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
<b>B</b>	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COLL DED \$ <b>1,000</b>
	<input checked="" type="checkbox"/> ANY AUTO		<b>555-555</b>	<b>1/8/2014</b>	<b>1/8/2015</b>		
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
<b>C</b>	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$ AGGREGATE \$ DED \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					
	<input type="checkbox"/> CLAIMS-MADE						
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<b>555-5553</b>	<b>1/8/2014</b>	<b>1/8/2015</b>		
	If yes, describe under DESCRIPTION OF OPERATIONS below						
	<b>MISC EQUIPMENT OWNED / RENTED</b>		<b>55ABCD555</b>	<b>1/8/2014</b>	<b>1/8/2015</b>		LIMIT \$1,000,000 <b>DED \$1,000</b> R/C SPECIAL FORM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Certificate holder is included as Additional Insured for Liability but only as respects to claims arising out of the negligence of the Named Insured. Certificate holder is named as Loss Payee as respects rented/leased equipment &/or vehicles.**

<b>CERTIFICATE HOLDER</b>  <b>Digital Film Studios LLC</b> <b>11800 Sheldon Street, Unit B/C/D</b> <b>Sun Valley, CA 91352</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> <div style="text-align: center;">   <b>Broker Name</b> </div>
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 ACORD 25 (2010/05)  
 INS025 (201005) 01

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<b>Form W-9</b> (Rev. November 2017) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the requester. Do not send to the IRS.</b>
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC   <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <small>Note: Check the appropriate box in the line above for the tax classification of the owner. Do not check this box if the LLC is classified as a single-member LLC that is disregarded from the owner for U.S. tax purposes. Otherwise, if the LLC is disregarded from the owner should check the appropriate box for the tax classification of the owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____         </div> <div> <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate         </div> </div>	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions on page 3.	
6 City, state, and ZIP code		Requestor's name and address (optional)
7 List account number(s) here (circle all)		

COPY

**Part I Taxpayer Identification Number (TIN)**  
 Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.  
**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; width: 15px; height: 15px;"></div> <div style="border: 1px solid black; width: 15px; height: 15px;"></div> <div style="border: 1px solid black; width: 15px; height: 15px;"></div> <div style="border: 1px solid black; width: 15px; height: 15px;"></div> <div style="border: 1px solid black; width: 15px; height: 15px;"></div> <div style="border: 1px solid black; width: 15px; height: 15px;"></div> <div style="border: 1px solid black; width: 15px; height: 15px;"></div> <div style="border: 1px solid black; width: 15px; height: 15px;"></div> </div>
or	
Employer identification number	<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; width: 15px; height: 15px;"></div> <div style="border: 1px solid black; width: 15px; height: 15px;"></div> <div style="border: 1px solid black; width: 15px; height: 15px;"></div> <div style="border: 1px solid black; width: 15px; height: 15px;"></div> <div style="border: 1px solid black; width: 15px; height: 15px;"></div> <div style="border: 1px solid black; width: 15px; height: 15px;"></div> <div style="border: 1px solid black; width: 15px; height: 15px;"></div> <div style="border: 1px solid black; width: 15px; height: 15px;"></div> </div>

**Part II Certification**  
 Under penalties of perjury, I certify that:  
 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and  
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and  
 3. I am a U.S. citizen or other U.S. person (defined below); and  
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  
**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**  
 Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).  
**Purpose of Form**  
 An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
 

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER**

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# **SEALED BID**

**Do not open this package until the due date and time listed below**

**Submitted by:**

Company Name:

Address:

City, State, Zip:

**Deliver To:**

Swaim Associates

**Attn: Mark Bollard**

7350 E Speedway #210

Tucson, AZ 85710

**IFB 10-2024-01: Football Field Irrigation and Sod Project**  
**Opening Date: January 7, 2025, at 2:00 p.m. Local AZ Time\***

\*bids received after this date and time will not be opened

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**CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER**

Willcox High School Football Field Irrigation and Turf Project

**CONTRACT AND GENERAL CONDITIONS  
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

\_\_\_\_\_, hereinafter called the  
"Contractor," and Willcox Unified School District No. 20, an Arizona unified school district organized  
and operating in Cochise County, hereinafter called the "Owner":

**W I T N E S S E T H:**

That the Contractor and the Owner agree as follows:

**ARTICLE 1  
THE CONTRACT DOCUMENTS**

**1.1 CONTRACT DOCUMENTS.**

1.1.1 The following listed documents constitute the Contract Documents, and they are all as fully  
a part of the Contract and General Conditions as if herein repeated:

1. This Contract and General Conditions between Owner and Contractor.
2. Notice of Award, Notice to Proceed and Receipt of Notice

dated \_\_\_\_\_.

3. Performance Bond and Labor and Material Payment Bond.
4. Addenda Nos. \_\_\_\_\_ dated

\_\_\_\_\_.

5. Specifications and Drawings (as modified by the above-referenced Addenda  
and selected alternates as listed herein, if any) as set forth in Exhibit A to this Contract.

6. Proposal, dated \_\_\_\_\_.
7. Instructions to Bidders.
8. Notice Inviting Sealed Bids.
9. Certificates of Insurance.

1.1.2 In the event of any inconsistency between any of the terms of the before enumerated  
documents, such inconsistencies shall be resolved by giving precedence to the terms of the lowest



## Willcox High School Football Field Irrigation and Turf Project

numbered of the above numbered documents. Anything in these Contract Documents to the contrary notwithstanding, the provisions of all pertinent general public laws of the State of Arizona in effect at the time of the execution of this Contract shall be a part of the Contract between the parties and shall take precedence over all of the other Contract Documents.

### ARTICLE 2 SCOPE OF WORK

2.1 As required by the Contract Documents, the Contractor shall furnish and install all of the materials and labor and perform all of the work for the Owner's Project known as ("Project" herein). Drawings and Specifications for this Project were prepared by ("Architect"), registered Architect(s), who shall act as Architect pursuant to the Contract Documents.

### ARTICLE 3 CONTRACT AMOUNT, TIME AND LIQUIDATED DAMAGES

3.1 CONTRACT AMOUNT. The Owner shall pay the Contractor the sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the

Base Bid and alternates \_\_\_\_\_, which is the Contract Amount. This sum is subject to additions or deductions made in accordance with the provisions of the Contract Documents.

3.2 CONTRACT TIME. The Contract Time as used and defined in Article 11 herein shall be as stated in IFB 20-006-20.

3.3 LIQUIDATED DAMAGES. Liquidated damages as used and defined in Article 11 herein shall be Five Hundred Dollars, (\$500.00) per calendar day for the completion of seeding, and One Hundred Dollars, (\$100.00) per calendar day for each day the Work remains not substantially complete after expiration of the Contract Time as defined in Article 11 and specified in Subparagraph 3.2 above.

3.4 OVERHEAD AND PROFIT. Limits on the amount of overhead and profit allowed on Change Orders are specified in Article 15.

3.5 SOURCE OF FUNDS. The Owner's obligations and liabilities under this Contract shall be paid with funds from Food Service and Unrestricted Capital Accounts, unless otherwise provided herein.

3.6 CONTINGENCY FUND. It is agreed that the Contract Amount includes a "Contingency Fund Allowance" \$0.00, and this fund is intended by the parties to be used by the Owner to pay the Contractor for the reasonable cost of work, labor and materials furnished on the Project at the Owner's request for additional construction, installations, or services not included in the Plans and Specifications, at the time of bidding, involving extra cost to the Contractor. That portion of the Contingency Fund Allowance not expended as provided herein shall be credited to the Owner upon the contract completion.

3.7 CASH ALLOWANCES. The Contractor agrees that he has included in the Contract Amount all cash allowances, if any, specified in the Contract Documents, and shall cause that portion of the Work so covered to be done by such contractors as the Owner may direct. The Contractor agrees that the Contract Amount includes all his expenses of whatever nature, overhead and such profit as he deems



## Willcox High School Football Field Irrigation and Turf Project

proper in connection with the cash allowances. No demand for any sum other than that included in the Contract Amount shall be allowed in connection with the cash allowances. If the actual cost of any portion of the Work covered by a cash allowance, when determined, is more than or less than the allowance contemplated by the Contract Amount, the Contract Amount shall be adjusted accordingly by Change Order which will include additional handling costs on the site, labor, installation costs, overhead, profit and other expenses resulting to the Contractor from any increase over the original allowance.

3.8 EXPENDITURE OF CONTINGENCY FUND AND CASH ALLOWANCES. The Architect and a person designated in writing by Owner, acting jointly, are authorized to act for and on behalf of the Owner as Special Agents of the Owner in the expenditure of the Cash Allowances, and Contingency Fund Allowance, including any allowance later added to the Contract Documents pursuant to the provisions for modifying the Contract Documents. No act of such Special Agents purporting to authorize any charge against the Contingency Fund Allowance or any Cash Allowance shall be valid unless in writing, specifying the particular work to be done and the whole cost thereof to the Owner, and signed by both Special Agents. The cost of extra work or changes shall be determined under the provisions of Article 15 of this Contract and General Conditions.

Said Special Agents are not authorized to exceed the amount of the Contingency Fund Allowance or Cash Allowance hereinbefore listed. An item of additional work or change in Plans and Specifications which involves an extra cost shall be valid only if authorized by Change Order in accordance with Article 15 of this Contract and General Conditions.

The Contractor is warned of, and agrees to, these express limitations on the authority of the Owner's Special Agents.

### ARTICLE 4 DEFINITIONS AND GENERAL PROVISIONS

4.1 OWNER, CONTRACTOR, AND ARCHITECT. The Owner, the Contractor, and the Architect are those herein defined in this Contract and General Conditions. They are treated throughout the Contract Documents as though each were of the singular number and masculine gender.

4.2 SPECIAL AGENTS. The Architect and the person designated by Owner as Special Agent in Article 3 shall be Special Agents acting for and on behalf of the Owner for the duration of this Contract, and in the manner hereinbefore mentioned in Article 3.

4.3 SUBCONTRACTOR. See Article 8.

4.4 NOTICE. See Articles 7 and 10.

4.5 TIME. See Articles 3 and 11.

4.6 COST. The term "Cost" shall include all charges, costs, losses, and expenditures of every kind whatsoever for the Work, or portion thereof to which reference is made with respect to this term.

4.7 FINISH, SUBSTANTIAL COMPLETION AND FINAL COMPLETION DATES. See Article 11.

## Willcox High School Football Field Irrigation and Turf Project

4.8 MODIFICATIONS. See also Article 1. A Modification is:

- .1 A written amendment to the Contract and General Conditions signed by all parties;
- .2 A Change Order properly signed by all parties pursuant to Paragraph 15.1;  
or
- .3 A Field Order for a minor change in the Work issued by the Architect pursuant to Paragraph 15.4.

A modification may be made only after execution of the Contract and General Conditions.

4.9 CONTRACT. The Contract consists of all the Contract Documents enumerated in Article 1. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Paragraph 4.8.

4.10 WORK. The term "Work" includes, without limitation, furnishing all labor, administrative services and supervision necessary to produce the construction required by the Contract Documents and furnishing and installing all materials and equipment incorporated, or to be incorporated in such construction to complete the Project.

4.11 PROJECT. The Project is the total construction designed by the Architect of which the Work performed under the Contract Documents may be the whole or a part.

4.12 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS OF THE CONTRACT DOCUMENTS.

4.12.1 The Contract and General Conditions shall be signed by the Owner and the Contractor. By executing the Contract and General Conditions, each party accepts and agrees to be bound by each of the Contract Documents listed in Article 1.

4.12.2 By executing the Contract and General Conditions, the Contractor represents and warrants that he has visited the site, has familiarized himself with the local conditions under which the Work is to be performed, including any and all relevant weather conditions or records or both, and correlated all of his observations with the requirements of the Contract Documents.

4.12.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include, without limitation, all labor, materials, equipment and other items as provided in Subparagraph 7.4.1 necessary for the proper execution and completion of the Work. Words and abbreviations which have well known technical or trade meanings are used herein in accordance with such recognized meanings.

4.12.4 The organization of the Specifications into divisions, sections and articles, and the arrangements of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade, or constituting part of the contract or having any legal or contractual significance.

## Willcox High School Football Field Irrigation and Turf Project

4.12.5 Written interpretations necessary for the proper execution or progress of the Work, in the form of drawings or otherwise, will be issued with reasonable promptness by the Architect in accordance with any schedule agreed upon, or with reasonable promptness in any case. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents.

### 4.13 COPIES FURNISHED AND OWNERSHIP.

4.13.1 The Contractor will be furnished, free of charge, all copies of Contract Documents reasonably necessary for the execution of the Work as determined by the Architect in his sole discretion.

4.13.2 All Drawings, Specifications and other data, and copies thereof, furnished to the Contractor are and shall remain the property of the Architect. They are not to be used on any other project, and, with the exception of one set for each party to the Contract, are to be returned to the Owner upon request at the completion of the Work.

4.13.3 It shall be the responsibility of the Contractor to insure that each Subcontractor, Sub-subcontractor and supplier has a current set of those portions of the Construction Documents, that may be required for proper execution of their respective portions of the Work.

## ARTICLE 5 ARCHITECT

### 5.1 DEFINITION.

5.1.1 The Architect is the person or organization identified as such in this Contract and General Conditions and the term "Architect" means the Architect or his authorized representative.

5.1.2 Nothing contained in the Contract Documents shall create any contractual relationship between the Architect and the Contractor.

### 5.2 ADMINISTRATION OF THE CONTRACT.

5.2.1 The Architect will provide general administration of this Contract, including performance of the functions hereinafter described.

5.2.2 The Architect will be the Owner's representative during construction, until final payment and including the warranty period. The Architect will have authority to act on behalf of the Owner to the extent provided in the Contract Documents, unless otherwise modified by written instrument which will be shown to the Contractor. The Architect will advise and consult with the Owner, and all of the Owner's instructions to the Contractor shall be issued through the Architect, except where the Owner deems direct communication with the Contractor necessary. Any direct communication between Owner and Contractor shall be copied to the Architect.

5.2.3 The Architect and Owner shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Architect and Owner or Owner's representative may perform their functions under the Contract Documents.

## Willcox High School Football Field Irrigation and Turf Project

5.2.4 The Architect shall make periodic visits to the site to observe the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. These visits shall be of the frequency necessary to adequately observe the progress of the Work. On the basis of his on-site observations as an Architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be responsible for the Contractor's ways and means, methods, techniques and procedures in the construction of the Project or for enforcement of safety requirements on the Project.

5.2.5 Based on such observations and the Contractor's Applications for Payment, the Architect will make recommendations as to the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Subparagraph 12.4.1.

5.2.6 The Architect will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and the Contractor, except where otherwise provided herein. The Architect will promptly render such interpretations as he may deem necessary for the proper execution or progress of the Work.

5.2.7 All claims, disputes and other matters in question relating to the execution or progress of the Work, payment, time extension or interpretation of the Contract Documents shall be referred initially to the Architect in the manner provided by Subparagraph 12.4.4, within the time limits prescribed in Subparagraph 15.2.1, for decision by the Architect or Owner, as the subject of the matter may require, which will be rendered in writing within a reasonable time.

5.2.8 The interpretations and decisions of the Architect shall be consistent with the intent of the Contract Documents. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the Owner and the Contractor.

5.2.9 The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

5.2.10 If a decision of the Architect is made pursuant to the terms of Subparagraph 5.2.7 which goes directly to the Contractor and Owner in writing, and it states that it is final but subject to appeal, no claim, dispute, or other matter covered by such decision may be made later than thirty days after the date on which the party making the demand received the decision. Appeal shall be to the District Representative, pursuant to the School District Procurement Rules of the Arizona State Board of Education.

5.2.11 The Architect and the Owner each have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will recommend to the Owner that the Owner should require the Contractor to stop the Work or any portion thereof, or to require special inspection or testing of the Work as provided in Subparagraph 10.8.2 whether or not such Work be then fabricated, installed or completed. However, neither the Architect's authority to act under this Subparagraph, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty of responsibility of the Architect to the Contractor, any Subcontractor or material supplier, any of their agents or employees, or any other performing any of the Work.

## Willcox High School Football Field Irrigation and Turf Project

5.2.12 The Architect will review Shop Drawings, Product Data and Samples promptly as provided in Subparagraphs 7.12.1 through 7.12.8, inclusive.

5.2.13 The Architect will prepare Change Orders in accordance with Article 15 and will have authority to order minor changes in the Work not involving extra cost as provided in Subparagraph 15.3.

5.2.14 The Architect will conduct inspections to determine the date or dates of Substantial Completion and Final Completion, shall notify the Owner of a date or dates for inspections, and shall issue a Certificate of Substantial Completion and of Final Completion. He will receive written guarantees, record drawings, maintenance manuals and related documents required by the Contract and assembled by the Contractor, and will transmit a final Certificate for Payment to the Owner.

5.2.15 The duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction as set forth in Articles 1 through 18, inclusive, of this Contract and General Conditions will not be modified or extended without written consent of the Owner and the Architect, notice of which will be given to the Contractor.

5.2.16 The Architect will not be responsible for the acts or omissions of the Contractor, any Subcontractors or Material Vendors, or any of their agents or employees, or any other persons performing any of the Work.

5.2.17 In case of the termination of the employment of the Architect, the Owner shall appoint a successor against whom the Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former architect.

## ARTICLE 6 OWNER

6.1 **DEFINITION.** The Owner is the person or organization identified as such in the Contract and General Conditions.

6.2 **INFORMATION AND SERVICES REQUIRED OF THE OWNER.**

6.2.1 The Owner shall furnish all surveys describing the physical characteristics, legal limits and utility locations for the site of the Project.

6.2.2 Information or services under the Owner's control shall be furnished by the Owner with promptness to avoid delay in the orderly progress of the Work.

6.2.3 The Owner shall issue all instructions to the Contractor through the Architect. The Owner may designate an Owner's Construction Consultant to be present on the site for all or any portion of the Project. The Owner's Construction Consultant may communicate directly with both the Architect and the Contractor. If the Owner's Construction Consultant observes deviations in the Work from the Contract Documents, or other deficiencies in the Work, he shall advise promptly the Contractor and Architect of such deviation or deficiency. If the Contractor concurs with the Construction Consultant, the Contractor shall take such steps as are required to make the Work comply with the Contract Documents, so long as the Architect agrees with the proposed resolution. If the Contractor or Architect disagree with the

## Willcox High School Football Field Irrigation and Turf Project

observation of the Construction Consultant, the matter shall be referred to the Architect for interpretation or decision pursuant to Article 5 of this Contract.

6.2.4 All final decisions concerning Change Orders, Payments, Substantial Completion, Final Completion, Liquidated Damages and Contract Time shall be reserved to the Owner and this provision of the Contract shall take precedence over any other term hereof.

6.2.5 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by separate contractors, Payments, Completion and Insurance in Articles 9, 12 and 14, respectively.

### ARTICLE 7 CONTRACTOR

#### 7.1 DEFINITION.

7.1.1 The Contractor is the person or organization identified as such in this Contract and General Conditions and the term "Contractor" means the Contractor or his authorized representative. The Contractor, and all Subcontractors employed on the Project shall possess valid Arizona Contractor's Licenses as required by law.

7.1.2 Whenever the words "as may be directed," "suitable," "or equal," "as approved," or other words of similar intent and meaning are used within the Contract Documents implying that judgment or discretion is to be exercised or a decision is to be made, it is understood that it is the judgment, discretion, or decision of the Architect to which reference is made.

7.1.3 All materials and articles of any kind necessary for this Work are subject to the approval of the Architect as provided in the Contract Documents.

7.1.4 After execution of the Contract, changes of brand named, trade named, trade marked, patented articles, or any other substitutions will be allowed only by written order signed by the Architect and Owner, in which case the Owner shall receive all benefit of the difference in cost involved, except where choice of material or method is designated "or equal" or "acceptable alternates" in the Specifications.

#### 7.2 REVIEW OF CONTRACT DOCUMENTS AND EXAMINATION OF SITE.

7.2.1 By executing this Contract the Contractor warrants that he has examined the site and carefully studied and compared the Contract and General Conditions, Drawings, Specifications, Addenda, and all other Contract Documents before so executing the Contract. The Contractor shall at once report to the Architect and the Owner any error, inconsistency or omission he may discover. The Contractor shall not be liable to the Owner or the Architect for any damage resulting from any such errors, inconsistencies or omissions so long as the Architect and the Owner are notified thereof unless discovery of such error, inconsistency or omission should have been made by careful examination of the Contract Documents prior to submitting a Proposal. The Contractor shall do no Work without an approved Willcox School District Purchase Order and appropriate Contract Documents, or where required, approved Shop Drawings, Product Data, Samples or interpretations from the Architect.

## Willcox High School Football Field Irrigation and Turf Project

7.2.2 The Contractor shall be required to use for data and dimensions, figures marked on the drawings in preference to what the drawings may measure to scale. In the absence of figured dimensions, the Architect shall be notified and the dimensions provided within a reasonable time. Drawings shall not be scaled in the absence of figured dimensions.

7.2.3 The Contractor shall verify all dimensions shown and check all measurements in connection with any present building or buildings, levels of grades, walks, driveways, or other existing conditions, before executing any work. Contractor shall immediately report to the Architect any discrepancies between the Plans and actual field conditions. Failure to report any discrepancy within 24 hours after discovery will constitute a waiver of any claim arising out of such discrepancy. This provision shall have precedence over any other notice provisions contained herein.

7.3 **SUPERVISION AND CONSTRUCTION PROCEDURES.** The Contractor shall supervise the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

7.4 **LABOR AND MATERIALS.**

7.4.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, heat, utilities, transportation and any other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. No materials shall be incorporated into this Work that contain more than 0% asbestos.

7.4.2 Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner.

7.4.3 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. When requested in writing by the Owner, the Contractor shall remove from the Project any person who commits trespass or is, in the opinion of the Owner, disorderly, dangerous, insubordinate, incompetent or violates any policies of the Owner. If the Owner requests such a removal, he shall notify the Architect in writing of his action. The Contractor shall keep the Owner and Architect harmless from damages or claims for compensation that may occur in the enforcement of this requirement. The Contractor shall not permit the use of tobacco products, alcohol or illegal drugs on the project site.

7.5 **WARRANTY.**

7.5.1 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

7.5.2 The warranty provided in Paragraphs 7.5 and 18.1 shall be in addition to and not in limitation of any other warranty or remedy available pursuant to law or the Contract Documents.

## Willcox High School Football Field Irrigation and Turf Project

7.6 TAXES. The Contractor shall pay all sales, consumer, use, transaction privilege and other taxes required by law in connection with the performance of this Contract, whether in force as of the date of this Contract or later imposed. If the Contractor's principal place of business is not in Arizona, Contractor shall post a bond for taxes in compliance with A.R.S. § 42-1305.02 and furnish evidence of such bond to Owner prior to submitting any application for payment hereunder

### 7.7 PERMITS, FEES AND NOTICES.

7.7.1 Unless otherwise provided in the Plans, Specifications or by Addendum, the Contractor shall secure and pay for all permits, fees, inspections and reinspections necessary for the proper execution and completion of the Work, including, without limitation the following permits and fees: building, plumbing, mechanical, electrical and fire protection permits, water meters, fire protection water service fees, sewer connection fees, sewer fees or assessments, gas service fees and electric service fees payable to the utility companies. The Contractor shall procure and pay for all necessary utilities for the Project, including temporary utility hook-ups and utilities used in course of construction.

7.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Architect and the Owner in writing. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect and Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto, including any reasonable attorney's fees incurred by Owner in connection therewith.

7.8 SUPERINTENDENT. The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The Contractor shall assign to the Project a Superintendent prior to the pre-construction meeting and shall furnish to the Owner the Superintendent's resume. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Owner, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Superintendent shall represent the Contractor, and all communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

7.9 RESPONSIBILITY FOR THOSE PERFORMING THE WORK. The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying any material or equipment to be incorporated in the Work under a contract of any nature with the Contractor.

### 7.10 PROGRESS SCHEDULE AND REPORTS.

7.10.1 The Contractor, within fourteen (14) days after being awarded the Contract, shall prepare and submit for the Architect's review his planned Construction Progress Schedule for the Work as provided in the specifications. The Construction Progress Schedule shall be related to the entire Project and shall indicate the dates for the starting and completion of the various components and phases of construction and shall be revised monthly or as required by the conditions of the Work, upon request of and subject to the review of the Architect. The Contractor shall comply with the requirements of the Specifications in connection with the preparation and revision of the Construction Progress Schedule. The



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Contractor agrees to promptly respond to all inquiries by the Architect concerning significant deviation of the progress of construction from the Construction Progress Schedule. Failure to timely respond to such request or significant delay from the Construction Progress Schedule may result in progress payments being withheld. Approval of the Construction Progress Schedule by the Architect shall not relieve the Contractor from his obligation to complete the Project within the Contract Time.

The Contractor shall furnish to the Architect four (4) copies of a complete list of all major items of architectural, mechanical, plumbing and electrical equipment and materials within fourteen (14) days of the Start Date. Include projected dates of submittal of all items of material for which submittals are required and delivery dates of all items of material and equipment that are considered by the Architect, in his sole discretion, critical or which may require, in order to obtain, long lead time. Submit a complete list. A partial list will not be acceptable unless prior permission is obtained from the Architect. The Contractor shall prepare and provide to the Architect and Owner a weekly Construction Schedule Status Report which will inform the Owner that, with respect to each category of the Construction Progress Schedule and each item on the material delivery date list, the work or delivery is: (a) on schedule; (b) behind schedule, but will not interfere with the completion of the Project within the Contract Time specified in the Contract; or (c) behind schedule and may prevent the completion of the Project within the Contract Time. In the event that the Construction Schedule Status Report indicates that a delay has occurred or may occur that may prevent the completion of the Project within the Contract Time because the Work in a particular category is behind schedule or a delay in material deliveries is anticipated, the Construction Schedule Status Report shall contain a statement of what corrective measures are being undertaken by the Contractor.

7.10.2 For purposes of determining time extensions resulting from additional work ordered by the Owner, adverse weather or other delays, all float or slack time in the Construction Progress Schedule shall be owned and controlled by the Owner. The Owner shall allow use of such float or slack time by the Contractor as long as such allocation of float or slack time does not adversely affect the completion date of the Project. No additional time shall be allowed for claims for delay, whether or not caused by or the fault of the Owner, if such delay is less than the available float or slack time available for the particular task.

7.10.3 The Contractor shall submit to the Architect such financial and cash flow information regarding job progress, applications for payments and proposed change orders to allow Owner to prepare or have prepared, financial reports, complete through the end of the preceding month, containing a statement of expenditures and a statement of anticipated cash flow. The information furnished shall, at a minimum, account for appropriated amounts, expended amounts and all pending change order proposals. The information for the cash flow statement must reflect Contractor's best estimate of anticipated monthly outflows for the remainder of the project for all items under the Contract. The information required herein shall be furnished with each application for payment.

### 7.11 DRAWINGS AND SPECIFICATIONS AT THE SITE.

7.11.1 The Contractor shall maintain at the site for the Owner one (1) copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, other Modifications, and manufacturers' printed specifications and recommendations, in good order and marked carefully and accurately to record on a daily basis all changes made during construction, all of which shall be available to the Architect and Owner at all times. These Drawings shall be delivered to the Architect upon completion of the Work. The Drawings indicating the changes shall be maintained throughout the

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duration of the Project and permanent Record Drawing mylars shall be prepared from them by the Contractor at the Contractor's expense and submitted to the Architect.

7.11.2 The Contractor shall also submit to the Architect for his record three copies each of all manufacturers' maintenance manuals, printed specifications and recommendations, which by reference in the several divisions of the Specifications are a part thereof.

### 7.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.

7.12.1 Shop Drawings and Product Data are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are required by the Contract Documents and are prepared by the Contractor or any Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor, and which illustrate or describe some portion of the Work.

7.12.2 Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the Work will be judged.

7.12.3 The Contractor shall review, correct any errors, stamp with his approval and submit, with promptness and in orderly sequence so as to cause no delay in the Work or in the work of any other contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents or subsequently by the Architect as covered by Modifications. Shop Drawings, Product Data and Samples shall be properly identified as specified, or as the Architect may require. At the time of submission the Contractor shall inform the Architect in writing of any deviation in the Shop Drawings, Product Data or Samples from the requirements of the Contract Documents. The Architect's responsibility for reviewing Shop Drawings, product data, samples and other submissions of the Contractor are limited to those required by the Contract Documents or modifications to the Contract Documents.

7.12.4 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated all Shop Drawings, Product Data and Samples with the requirements of the Work and of the Contract Documents.

7.12.5 The Architect will review and take other appropriate action with respect to Shop Drawings, Product Data and Samples with reasonable promptness so as to cause no delay, but only for conformance with the Contract Documents.

7.12.6 The Contractor shall make any corrections required by the Architect to comply with the Contract Documents and shall resubmit the required number of corrected copies of Shop Drawings, Product Data or new Samples until approved. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings and Product Data to revisions other than the corrections requested by the Architect on previous submissions.

7.12.7 The Architect's review of Shop Drawings, Product Data or Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation, nor shall the Architect's approval relieve the Contractor from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples.

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7.12.8 No portion of the Work requiring a Shop Drawing, Product Data or Sample submission shall be commenced until the submission has been approved by the Architect. All such portions of the Work shall be in accordance with approved Shop Drawings, Product Data and Samples.

7.13 CUTTING AND PATCHING OF WORK. The Contractor shall accurately and carefully do all cutting, fitting, or patching of his Work that may be required to make its several parts fit together properly, and shall not endanger any Work, either new or existing, by cutting, excavating or otherwise altering such Work or any part of it.

7.14 CLEANING UP.

7.14.1 The Contractor at all times during the progress of the Work shall keep the buildings and site free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials not specified to be left at the site, and shall clean all glass surfaces and other areas or materials as specified, and leave the Work "broom-clean" or its equivalent, except where more stringent cleaning requirements are provided by the Contract Documents.

7.14.2 If the Contractor fails to satisfactorily clean up, the Owner will do so and the cost thereof shall be charged to the Contractor as provided in Paragraph 10.6.

7.15 COMMUNICATIONS. The Contractor shall forward all written communications to the Owner through the Architect, with a copy to Owner's Construction Consultant, except where otherwise required herein.

7.16 INDEMNIFICATION.

7.16.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Owner's Construction Consultant, Architect Architect's Consultants and each of their agents and employees from and against any and all claims, damages, losses and expenses, including any attorney's fees court costs, experts' fees and other costs incurred, arising out of or resulting from the performance of the Work, delivery to the work site of any and all materials to be used in the Work, and any and all other activities connected with the Work, provided that any such claim, damage, loss or expense:

.1 is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom; and

.2 is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, Sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

7.16.2 In any and all claims against the Owner, Owner's Construction Consultant, Architect, or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the

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indemnification obligation under this Paragraph 7.16 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

7.16.3 The obligations of the Contractor under this paragraph 7.16 shall not extend to the negligent actions or omissions of the Architect, the Architect's consultants, and agents and employees of any of them, arising out of (1) the preparation or approval of designs, drawings, opinions, reports, surveys, change orders or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

### ARTICLE 8 SUBCONTRACTORS

#### 8.1 DEFINITION.

8.1.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to supply materials or equipment or to perform any of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

8.1.2 A Sub-subcontractor is a person or organization who has a direct or indirect contract with the Subcontractor to perform any of the Work at the site, or to supply any materials or equipment to be used in the Project. The term "Sub-subcontractor" is referred to throughout the Contract Documents as singular in number and masculine in gender, and means a Sub-subcontractor or an authorized representative thereof.

8.1.3 Nothing contained in the Contract Documents shall create any contractual, master-servant or principal-agent relationship between the Owner, the Owner's Construction Consultant or the Architect and any Subcontractor or Sub-subcontractor.

#### 8.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

8.2.1 If, after the actual signing of this Agreement, the Owner refuses to accept any person or organization on the Subcontractor and Material Vendor List for good and substantial reason, the Contractor shall submit an acceptable substitute and the Contract Amount shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the Contract Amount shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto.

8.2.2 The Contractor shall not contract with any Subcontractor proposed to perform portions of the Work designated in the Construction Documents, or if none is so designated, with any Subcontractor proposed for the principal portions of the Work who has not been accepted by the Owner. The Contractor will not be required to contract with any Subcontractor against whom he has a reasonable objection.

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8.2.3 If the Owner requires a change of any proposed Subcontractor previously accepted by it, the Contract Amount shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued.

8.2.4 The Contractor shall not make any substitution for any Subcontractor who has been accepted by the Owner unless the substitution is approved in writing by the Owner.

8.2.5 Notwithstanding any provisions to the contrary in the Contract Documents, if any Subcontractor listed is found not to be qualified to perform public work as a matter of law, upon written notice from the Owner, the Contractor shall submit a qualified Subcontractor for the Owner's approval and shall substitute such qualified and approved Subcontractor at no additional cost to the Owner.

### 8.3 SUBCONTRACTUAL RELATIONS.

8.3.1 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

.1 preserve and protect the rights of the Owner and the Architect under the Contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;

.2 require that such work be performed in accordance with the requirements of the Contract Documents;

.3 require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article 12;

.4 require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-Subcontractor where appropriate) in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;

.5 waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Article 14, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee under Article 14; and

.6 obligate such Subcontractor specifically to consent to the provisions of this Paragraph 8.3.

### 8.4 PAYMENTS TO SUBCONTRACTORS.

8.4.1 The Architect may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the Contractor on account of work done by such Subcontractors.

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8.4.2 Neither the Owner nor the Architect shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

### ARTICLE 9 SEPARATE CONTRACTS

9.1 OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS. The Owner reserves the right to award other contracts in connection with other portions of the Project under conditions similar to this Contract.

9.2 MUTUAL RESPONSIBILITY OF CONTRACTORS.

9.2.1 The Contractor shall afford other contractors reasonable opportunity for the introduction to the site and storage of their materials and equipment thereon and the execution of their work, and shall properly connect and coordinate his Work with theirs.

9.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Architect any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work.

9.2.3 Should the Contractor cause damage to the Work or property of any separate contractor on the Project, the Contractor shall, upon written notice, promptly attempt to settle such other contractor's claim. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall promptly notify the Contractor, who shall defend such proceedings at the Contractor's expense, and if any judgment against the Owner arises therefrom, the Contractor shall promptly pay or satisfy it and shall immediately, upon presentation to it of a statement thereof, reimburse the Owner for all attorney's fees and court costs which the Owner has incurred.

9.3 CUTTING AND PATCHING UNDER SEPARATE CONTRACTS.

9.3.1 The Contractor shall do all cutting, fitting or patching of his Work that may be required to fit it to receive or be received by the work of other contractors indicated in the Contract Documents. The Contractor shall not endanger any work of any other contractors by cutting, excavating or otherwise altering any work and shall not cut or alter the work of any other contractor except with the written consent of the Owner.

9.3.2 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

9.4 OWNER'S RIGHT TO CLEAN UP. If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 7.14, the Architect may request that the Owner clean up and charge the cost thereof to the several contractors as the Architect shall determine to be just.

### ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1            **LAW OF THE PLACE.** The Contract shall be governed by the law of the State of Arizona, and any other subordinate jurisdiction in which the Project is located, including without limitation the Arizona School District Procurement Rules, Arizona Administrative Code R7-2-1001 et seq.

10.2            **SUCCESSORS AND ASSIGNS.** The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or any part hereof or sublet it as a whole or in part without the written consent of the other, nor shall the Contractor assign or pledge any monies due or to become due to him hereunder, without the previous written consent of the Owner.

10.3            **WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual for whom it was intended or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice. Notice to the Architect is notice to the Owner except for notice of inconsistencies, errors or omissions in the Contract Documents, request for extensions of time, request for changes in the Contract amount, appeal of decisions by the Architect or Owner and notice of claim or legal process. All such notices shall be given to both Architect and Owner.

10.4            **CLAIMS FOR DAMAGES.** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable which claim is not covered by Article 15 hereof, a claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

10.5            **PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND.** The Contractor shall furnish and maintain performance and labor and material payment bonds as required by Arizona law covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the Owner may prescribe and with such sureties as may be agreeable to the Owner. The premiums shall be paid by the Contractor. The Contractor shall, prior to commencement of the Work, submit such bonds to the Owner. Individual sureties are not acceptable.

10.6            **OWNER'S RIGHT TO COMPLETE THE WORK.** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the Owner may, after seven days' written notice to the Contractor and/or his surety, if any, and without prejudice to any other remedy he may have, proceed to make such other necessary and reasonable arrangements to carry out the Work in accordance with the Contract Documents, all at the expense of the Contractor, including the Owner's attorneys' fees and other costs.

10.7            **ROYALTIES AND PATENTS.** The Contractor shall pay all royalties and license fees. He shall defend all suits or claims from infringement of any patent right and shall save the Owner harmless from loss on account thereof, including Owner's attorneys' fees and court costs, except that Owner shall be responsible for all such loss when a particular design, process or product of a particular manufacturer or manufacturers is specified. But, if the Contractor has reason to believe that the design, process or products specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives information to the Architect prior to starting the Work.

10.8 TESTS.

10.8.1 Where the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any of the Work to be inspected, tested or approved, the Contractor shall give the Architect timely notice of its readiness and of the date arranged so the Architect may observe such inspection, testing or approval. The Owner shall pay the cost of all such tests, except where otherwise provided herein, and except for retest or reinspection of Work which fails to comply with the Contract Documents.

10.8.2 All equipment and materials used in the construction of the Project, especially those upon which the strength and durability of the structure may depend, shall be subject to adequate inspection and testing in accordance with accepted standards to establish conformity with Specifications, applicable codes and standards and suitability for use intended all as set forth more particularly in the Specifications.

10.8.3 If after the commencement of the Work the Architect determines that any of the Work requires special inspection, testing, or approval which Subparagraph 10.8.1 does not include, he will, upon written authorization from the Owner, order such special inspection, testing or approval, and the Contractor shall give notice of readiness as in Subparagraph 10.8.1. If such special inspection or testing reveals a failure of the Work to comply:

- .1 with the requirements of the Contract Documents, or
- .2 with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Work,

the Contractor shall bear all costs thereof, including the cost of the Architect's additional services made necessary by such failure, and the costs of such inspection or testing and other expenses related thereto, including without limitation Owner's legal fees, if any, incurred in connection with advising Owner on such failure of compliance; otherwise the Owner shall bear such costs.

10.8.4 Required certificates of re-inspections or testing to secure compliance with Clauses 10.8.3.1 or 10.8.3.2 above shall be paid for by the Contractor.

10.8.5 If the Architect wishes to observe the inspections, tests or approvals required by this Paragraph 10.8, he will do so promptly and, where appropriate, at the source of supply.

10.8.6 Neither the observations of the Architect in his administration of the Construction Contract, nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

10.9 LEGAL FEES AND COSTS. The prevailing party shall be entitled to recover its attorney's fees, any costs of suit, any expert witness fees and the actual cost of any test or inspection incurred in connection with any effort undertaken to enforce any of the terms of this Contract.

ARTICLE 11  
TIME AND LIQUIDATED DAMAGES



11.1 CONTRACT TIME, LIQUIDATED DAMAGES AND RELATED PROVISIONS.

11.1.1 It is understood and agreed that the construction of the Work under the Contract Documents shall be commenced on the date stated in the Notice to Proceed issued by the Architect and shall be Substantially Complete by the Contractor no later than the number of consecutive calendar days from that date, which number is the Contract Time as specified in Paragraph 3.2, herein. The Contract Time is the period of time from (1) the date specified in the Notice to Proceed as the date upon which the Contractor is to commence the Work (the "Start Date"), through (2) the date when the agreed time for Substantial Completion of the construction of the Project expires (the "Finish Date"). The date of beginning, rate of progress, and time for completion are essential conditions of the Contract, and the Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the Contract Time specified. It is expressly agreed that the Contract Time is reasonable.

11.1.2 If the Substantial Completion Date as defined in Subparagraph 11.1.3 for the Project or any Phase thereof, occurs after the expiration of the Contract Time, the Contractor shall pay the Owner the amount or amounts stated in Article 3 as liquidated damages for each calendar day the Work remains incomplete after expiration of the Contract Time. These amounts are agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages the Owner would sustain. It is expressly agreed that the amounts of liquidated damages set forth herein are reasonable. Said amounts may be retained from time to time by the Owner from payments due the Contractor.

11.1.3 The date of the Substantial Completion of the Work, or designated portion thereof, is the date established by a Certificate of Substantial Completion prepared by the Architect when construction is sufficiently complete, in accordance with the Contract Documents as they may have been modified by any Change Orders agreed to by the parties, so that the Owner may occupy the Project, or a designated portion thereof, if he so elects, for the use for which it is intended. Certification of a designated portion of the Work by the Architect as being "Substantially Complete" and occupancy of that portion thereafter by the Owner shall neither release, or otherwise operate to excuse the Contractor from his duty to complete the remainder of the Work within the Contract Time nor relieve the Contractor from any liability for not completing expeditiously the remainder of Work.

11.1.4 The Final Completion Date is the calendar date when all items of the Work are one hundred percent (100%) finished, with no items of any scope, large or small, outstanding and remaining to be completed, and all known defective work has been corrected. When the Architect certifies in writing, pursuant to the terms of Subparagraph 12.6.2, that the Final Completion Date is reached and it is approved by the Owner, the Contractor may make application for final payment pursuant to Subparagraph 12.6.2.

11.2 PROGRESS AND COMPLETION.

11.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

11.2.2 The Contractor shall begin the Work on the Start Date as defined in Subparagraph 11.1.1. He shall carry the Work forward expeditiously with adequate forces and shall complete it as required herein.

11.3 DELAYS AND EXTENSIONS OF TIME.

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11.3.1 If the Contractor is delayed at any time in the progress of the Work by any cause which the Owner determines may justify the delay, including, but not limited to, unforeseeable cause beyond the control and without the fault or negligence of the Contractor, its agents and employees and Subcontractors and Sub-subcontractors and their agents and employees, including, but not restricted to: acts of God, acts of the public enemy, acts of the Owner, acts of another contractor in performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather over the entire Contract Time, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine. No extension of the Contract Time pursuant to this paragraph shall relieve the Contractor from any obligation attendant upon him under any of the provisions of this Contract. It is expressly agreed that the Owner's liability for delay from any cause shall be limited to granting a time extension to the Contractor, and there is no other obligation, expressed or implied, on the part of the Owner to the Contractor for delay from any cause other than Owner caused delay. If the Contractor makes a claim for delay, as provided herein, for which he alleges that the Owner is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the parties, the Owner agrees to negotiate with the Contractor the validity of such claim and the amount of damages incurred by the Contractor, if any.

11.3.2 Time extensions may be granted by the Owner in cases where unusually severe weather results in the inability of the Contractor to prosecute the work. Anticipated adverse weather as determined by the records of the National Oceanic and Atmospheric Administration ("NOAA") shall not entitle the Contractor to an extension of the Contract Time. The NOAA schedule of anticipated adverse weather will constitute the base line for monthly weather time evaluations. During the Contract Time each month, actual adverse weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated adverse weather. The term actual adverse weather days shall include days on which the Work is impacted by adverse weather. The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Adverse weather days must prevent work for 50 percent or more of the Contractor's work day and delay work critical to the timely completion of the Project. If the number of actual adverse weather days exceeds the number of days of anticipated adverse weather days, the Owner will determine whether the Contractor is entitled to a time extension. The Contractor's Construction Progress Schedule must reflect the anticipated adverse weather delays on all weather dependent activities.

11.3.3 All claims for extension of time shall be made in writing to the Architect and Owner no more than fifteen (15) days after the occurrence of the delay; otherwise, they shall be waived. In the case of a continuing cause of delay, only one claim is necessary, and the Contractor shall promptly notify the Architect in writing of the date of the termination of the continuing cause of delay.

11.3.4 If no schedule or agreement is made stating the dates upon which written interpretations as set forth in Subparagraph 4.12.5 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after demand is made for them, and not then unless such claim is reasonable.

## ARTICLE 12 PAYMENTS AND COMPLETION

12.1 **CONTRACT AMOUNT.** The Contract Amount is as stated in this Contract and General Conditions and is the total amount payable by the Owner to the Contractor for the performance of the

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Work under the Contract Documents, subject to credits due Owner for unused amounts in the Contingency Fund or Cash Allowances or credits or increases resulting from Change Orders.

12.2 SCHEDULE OF VALUES. Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values reflecting as nearly as reasonably possible the actual values of the various components of the Work aggregating the total Contract Amount, prepared in such form as Owner and Architect may require, and supported by such data to substantiate its correctness as the Architect may require. Each item in the schedule of values shall include its proper share of overhead and profit. This schedule shall be used only as a basis for the Contractor's Application for Payment.

### 12.3 PROGRESS PAYMENTS.

12.3.1 On or about the first day of each calendar month during the course of construction, the Contractor shall submit to the Architect, with a copy to Owner's Construction Consultant, an itemized Application for Payment, which shall be AIA Document G702, supported by such data substantiating the Contractor's right to payment as the Owner or the Architect may require. If the Contractor desires to exercise his option to require the Owner to accept substitute security in lieu of retention provided for in Subparagraph 12.4.3 of this Contract and General Conditions, as permitted by law, the Contractor shall submit his request for acceptance of substitute security on Owner's approved form entitled "Request for Acceptance of Substitute Security and Assignment of Securities in Lieu of Retention" prior to his first Application for Payment. The Contractor shall comply with all of the instructions appearing on Owner's approved form for assigning substitute security. The Contractor agrees to pay Owner any reasonable expenses incurred by Owner in determining the sufficiency of the assignment or assignments, including a reasonable attorney's fee, if the Contractor fails to complete any part of Owner's approved form, or completes any part of those forms incorrectly, or attempts an assignment which reasonably requires Owner to consult an attorney to determine its sufficiency and that attorney reasonably concludes that the assignment is not legally sufficient. Any expenses so incurred by Owner shall be deducted by Owner from Owner's next payment to Contractor.

12.3.2 Payments shall be based on the Work actually performed during the preceding calendar month. Payment may be made for materials not incorporated in the Work but delivered and suitably stored at the site under such conditions agreed upon in writing by the Owner.

12.3.3 Material delivered and suitably stored at the site by the Contractor, Subcontractors, Sub-subcontractors, or Material Vendors shall be insured to the full value of the material and shall be suitably stored and protected. Only such material that is in accordance with the Contract Documents shall be installed into the Work. Until the Final Completion and acceptance of the Work by the Owner, it shall be the Contractor's responsibility to protect all materials installed in or delivered to the Project.

12.3.4 The Contractor warrants and guarantees that title for all work, materials and equipment covered by the Contract Documents shall pass to the Owner upon Final Completion and acceptance by the Owner and that such work, materials and equipment shall be free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 12 as "claims".

### 12.4 CERTIFICATION OF PAYMENT.

12.4.1 If the Contractor has made Application for Payment as above, then not later than the tenth day of the month the Architect shall approve or modify the Application and forward immediately such

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Certificate for Payment to the Owner for the Owner's approval and payment for such amount as the Architect determines to be properly due, or state in writing the Architect's reasons for withholding, in whole or in part, the amount applied for as provided in Subparagraph 12.5.1.

12.4.2 Certification of the Application for Payment will constitute a representation by the Architect to the Owner, based on his observations at the site as provided in Subparagraph 5.2.4, and the data comprising the Application for Payment, that

.1 the Work has progressed to the point indicated;

.2 to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to Final Completion, and to any specific qualifications stated in his certification of the Application for Payment); and

.3 that the Contractor is entitled to payment in the amount certified.

In addition, the Architect's certification of final payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 12.6.2 have been fulfilled.

12.4.3 After the Architect has certified an Application for Payment and has promptly forwarded this certification to the Owner for the Owner's approval, after which the Owner shall make a payment to the Contractor on the basis of the value of the Work actually performed during the preceding calendar month in accordance with Subparagraph 12.3.2, less the amount of retention specified in Subparagraph 12.4.5 hereof. Such payments shall be made within thirty days after receipt of application for payment if the Contractor has agreed to adhere to the provisions of A.R.S. § 41-2577(B),(D) and (F). If the Contractor has properly requested the Owner pursuant to Subparagraph 12.3.1 of this Contract and General Conditions to accept substitute security, the Owner shall pay to the Contractor one hundred percent (100%) of the value of the Work actually performed during the preceding calendar month in accordance with this Paragraph 12. If the Contractor did not request an acceptance of substitute security, made an incomplete or incorrect assignment or made a legally insufficient assignment of substitute security, as determined by Owner or Owner's attorney, the Owner shall retain the amount of such approved Application for Payment specified in Subparagraph 12.4.5 hereof as a guarantee of the complete performance of the Contract. Any amounts retained or any securities held by Owner shall be returned to the Contractor within sixty (60) days after the Final Completion Date as specified in Subparagraph 12.6.2 of this Contract and General Conditions, provided the Contractor has by that time duly furnished the Owner any and all documents indicated to be furnished by the close out requirements of the Specifications or required for the proper maintenance and functioning of the Work as a whole. The Contractor shall submit along with the Application for payment lien waivers from each subcontractor, materials or equipment supplier, the aggregate sum of which shall be the amount of the previous progress payment issued to the Contractor. If lien waivers from all subcontractors, materials or equipment suppliers do not equal the aggregate sum of the previous progress payment, the General Contractor shall submit the following statement along with the current progress payment request: "I hereby certify as General Contractor on this project that I have paid all subcontractors, materials or equipment suppliers, for the Work provided in conjunction with the Project for which I have previously received payment."

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12.4.4 In his Application for Payment, or in a separate notice, the Contractor shall include and itemize, and furnish such supporting particulars as the Architect or Owner shall require, all claims for additional compensation against the Owner arising under the Contract Documents or any covenant thereof, express or implied, or from any cause whatsoever, within the time limits prescribed in Subparagraph 15.2.1. It is expressly covenanted that the purpose of this provision is to guard the Owner against surprise claims, to permit the Owner to investigate claims as the same may arise, and to prevent vexatious litigation of claims. It is expressly covenanted that the Owner shall have no liability on any claim unless such claim was submitted in writing at the time and in the manner required hereby.

12.4.5 The Owner shall retain ten percent (10%) of the amount of each Application for Payment as insurance of proper performance of the Contract. Once the Contract is fifty percent (50%) complete, one-half of the retention then held shall be paid to the Contractor provided the Contractor is making satisfactory progress and there is no specific cause or claim requiring a greater amount to be retained. After the Contract is fifty percent (50%) completed, five percent (5%) of the amount of each subsequent Application for Payment shall be retained providing the Contractor is making satisfactory progress on the Project. If at any time the Owner determines that the Contractor is not making satisfactory progress, then the Owner may retain ten percent (10%) of all subsequent Applications for Payment.

12.4.6 No Certificate for a progress payment, nor an acceptance of any security in lieu of the cash retention, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

### 12.5 PAYMENTS WITHHELD.

12.5.1 The Architect may decline to certify payment and may withhold his Certificate in whole or in part if in his opinion he is unable to make representations to the Owner as provided in Subparagraph 12.4.2. The Architect may also decline to certify any Applications for Payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in his opinion to protect the Owner from loss because of:

- .1 defective work not remedied,
- .2 claims filed or reasonable evidence indicating probable filing of claims,
- .3 reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount,
- .4 damage to the Owner or another contractor,
- .5 reasonable indication that the Work will not be completed within the Contract Time, or
- .6 unsatisfactory prosecution of the Work by the Contractor.

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12.5.2 When the grounds in Subparagraph 12.5.1 are removed, or in the case of 12.5.1.3 above, when the Owner is satisfied that the Contractor will complete the Project at the agreed upon price, payment shall be made for amounts withheld because of them.

### 12.6 SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

12.6.1 When the Contractor believes that the Work or a designated portion thereof acceptable to the Owner is substantially complete, the Contractor shall prepare for submission to the Architect a "punch list" of items to be completed or corrected. Any item on such list shall be completed or corrected before the Final Completion Date without regard to whether such item may be characterized by anyone as a "warranty item" or otherwise. The failure to include any items on such punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect, on the basis of an inspection, determines that the Work or a portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion, which shall be AIA Document G704, which shall state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities, and insurance. The Certificate(s) of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

12.6.2 Upon receipt of written notice from the Contractor that the Work is ready for final inspection and acceptance, the Architect will promptly make such inspection and, when the Architect finds (1) the Work acceptable under the Contract Documents, (2) the Contract fully performed and (3) the Final Completion Date has been reached, as that term is defined in Subparagraph 11.1.4, then, and only then, the Architect shall promptly issue a final Certificate for Payment stating that, to the best of his knowledge, information and belief, and on the basis of observations and inspections, the Work has been fully completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due the Contractor is payable, and that any securities held by the Owner in lieu of a cash retention are returnable. The Architect's written notice required by this paragraph shall state the Date of Final Completion.

12.6.3 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety to final payment, (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, to the extent and in such form as may be designated by the Owner, and (4) written certification by the Contractor, and such subcontractors, material suppliers and manufacturers as the Owner shall designate, that no materials have been incorporated into the Work which contain any asbestos.

12.6.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except previously made in writing and still unsettled.

12.6.5 About three weeks before the expiration of the guarantee period for the Work specified in Paragraph 18.1 herein, or at such other additional earlier time or times as the Owner may agree, the Architect, in company with the Contractor and Owner, shall make an inspection of the Project and certify that to the best of his knowledge, information and belief all defects in material and workmanship occurring during this period have been satisfactorily corrected.

## ARTICLE 13

PROTECTION OF PERSONS AND PROPERTY

13.1 SAFETY PRECAUTIONS AND PROGRAMS. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work in compliance with all local, state and federal laws and regulations.

13.2 SAFETY OF PERSONS AND PROPERTY.

13.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss, to:

.1 all employees engaged in the Work and all other persons who may be affected thereby;

.2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

13.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

13.2.3 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

13.2.4 All damage or loss to any property referred to in Clauses 13.2.1.2 and 13.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

13.2.5 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the Owner and the Architect.

13.2.6 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

13.3 EMERGENCIES. In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional

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compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided by the applicable provisions of the Contract Documents.

### ARTICLE 14 CONTRACTOR'S INSURANCE

14.1 FACILITY CONSTRUCTION INSURANCE REQUIREMENTS. Prior to the commencement of construction Work, the Contractor shall cause to be obtained with insurers and in amounts acceptable to the Owner insurance in the following terms:

14.1.1 Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of employees engaged in the construction of the work, and Employers' Liability insurance with a minimum limit of one million dollars (\$1,000,000) each accident.

14.1.2 General Liability insurance with a minimum combined single limit of two million dollars (\$2,000,000) each occurrence applicable to the Work and an annual aggregate limit of liability of two million dollars (\$2,000,000) applicable to the construction of the work. The policy shall include coverage for any and all of the following: bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, and products and completed operations. Further, the policy shall include coverage for the hazards commonly referred to as XCU. The products and completed operations coverage shall extend for five years past acceptance, cancellation or termination of the Work. Said policy shall contain a severability of interest provision.

14.1.3 Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to vehicles assigned to or used in the construction of the Work.

14.1.4 Contractor's equipment insurance covering owned, non-owned, leased equipment used in connection with the construction of the work.

14.1.5 Builder's Risk insurance with a limit liability equal to the final completed value of the Work. The coverage shall be written on an all risk of direct damage basis and shall include coverage for flood, water damage, and earthquake and earth movement.

a. This insurance shall cover at the Work construction site, at any off-site location, and while in transit, any and all materials, equipment, machinery, tools, and supplies, including buildings, and all temporary structures to be used in or incidental to the fabrication, erection, testing or completion of the work.

b. This insurance shall cover the insured property against all direct damage, except but not limited to, war and related causes, nuclear perils, infidelity of employees, mysterious disappearance, and ordinary wear and tear. The insurance may exclude the cost of making good any faulty workmanship, material, construction or design, but is intended specifically to cover loss or damage arising as a consequence of these perils.

c. This insurance shall cover against consequential losses that may occur if there is a delay in the completion of the work resulting from an insured peril.



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14.1.6 Boiler and Machinery insurance, which shall cover boilers and mechanical equipment when, connected and ready for use and following electrical, hydrostatic, pneumatic or gas pressure acceptance tests.

14.1.7 Commercial crime insurance, which shall cover employees responsible to disburse funds to pay project costs against employee dishonesty, forgery or alteration, computer fraud.

14.1.8 The insurance required by Section 14.1 shall remain in effect until the Owner has accepted its Certificate of Occupancy for the entire Work, and the Contractor and the Owner have agreed in writing that the Work is covered under insurance designed for the purpose of providing coverage for the accepted Work while occupied.

14.1.9 The policies required by Section 14.1.2, 14.1.3, and 14.1.5 herein shall be endorsed to include the Owner as well as its agents, officials, and employees as insureds and shall stipulate that the insurance afforded by the policies shall be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Owner, or their agents, officials or employees shall be excess and not contributory to insurance required by Section 14.1.2, 14.1.3, and 14.1.5.

14.1.10 The Contractor shall cause insurers providing the policies required by Section 14.1 to waive all rights of recovery against the Owner and its agents, officials and employees.

14.1.11 Contractor shall provide, and cause subcontractors to provide, certificates of insurance from insurers acceptable to the Owner prior to commencement of the construction of the Work as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificates shall identify this Agreement and contain provisions that coverage afforded under the policies shall not be canceled terminated, reduced, or materially changed until after sixty (60) days prior written notice has been given to the Owner. Certificates of insurance and any notice of cancellation or material change should be addressed as follows:

Willcox Unified School District No. 20  
Attention: Jerry Wood; IFB 18-004-19  
PO Box 800  
Willcox, Arizona 85641

Certificates evidencing the completed operation liability coverage will be required for three years past the date the Owner accepts its Certificate of Occupancy for the entire work.

14.1.12 The Owner reserves the right to request and receive certified copies of any or all of the above insurance policies and/or endorsements.

14.1.13 If determined to be in the best interest of the Owner, the Owner may provide for any or all of the coverages required in Section 14.1 pursuant to the conditions set forth herein.

14.1.14 All insurance policies required by this Section 14.1 shall be obtained from a financially sound insurance company rated not less than B+ (Very Good) XII by A.M. Best company, and be authorized to do business in the State of Arizona.

ARTICLE 15  
CHANGES IN THE WORK AND CLAIMS

15.1 CHANGE ORDERS.

15.1.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Contract Amount and/or the Contract Time shall be adjusted accordingly pursuant to the terms of the Contract Documents.

15.1.2 A Change Order is a written amendment to the Contract Documents signed by the Owner, Architect, and the Contractor, issued after the execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Amount or the Contract Time. The Contract Amount and the Contract Time may be changed only by Change Order.

15.1.3 The debit or credit, as the case may be, to the Owner resulting from a Change in the Work shall be determined in one or more of the following ways as mutually agreed:

- .1 by a lump sum properly itemized and supported as described below in order to permit evaluation;
- .2 by unit prices stated in the Contract Documents or subsequently agreed upon; or
- .3 by actual cost and specified percentage fee covering overhead and profit.

The total amount of overhead and profit allowed on any Change Order, whether increase or decrease shall not exceed 15% of the direct costs of the Change Order Work when the Work is performed by the Contractor, or 5% of the Direct Costs for the Contractor's overhead and profit and 15% for the Subcontractor's overhead and profit when the Work is performed by any level of Subcontractor or Sub-subcontractor. The aforesaid amounts shall include the general conditions, overhead and profit for both the Contractor, Subcontractor(s), and Sub-subcontractor(s), if any. The costs of bond premiums and sales tax shall be added, in that order, after calculation and addition of overhead and profit.

The overhead and profit margin shall cover the costs of any additional supervision and project management including the Contractor's and any Subcontractor's job superintendent, project manager, estimator, field office support, home office support, small tools and all other general conditions items.

For each and every proposed change in the Contract Amount, the Contractor shall provide an itemized breakdown of direct costs, hereinafter called the cost breakdown, that: (1) clearly describes each item, location and scope of work; (2) identifies in detail all labor (by trade classification), materials, equipment and services required to complete the work; (3) lists and extends all respective man hours (or unit hours), labor rates, quantities of materials, dimensions used to compute quantities, material units and unit prices, equipment time and rental rates. This cost breakdown shall be organized in a format that clearly identifies the subtotal of direct costs before overhead (if any), profit, bond and tax are added. The cost breakdown format is subject to the approval of the Owner.

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Change proposals from the Contractor shall include separate cost breakdowns as described above from any and all Subcontractors involved with the change. Subcontractor cost breakdowns are to be in writing on their letterhead and signed by the Subcontractor. Contractor shall provide any additional data needed to substantiate costs of changes, including invoices from suppliers and payroll information upon request of the Owner and Architect. The Contractor shall respond to requests for quotations from the Owner within five calendar days.

The Direct Cost is defined as the lowest locally available cost to the Contractor or Subcontractor after all discounts, rebates and concessions are calculated. The Direct Cost is the basis for computing Contractor and Subcontractor overhead and profit margins. The Direct Costs that may be included in the price of a change are limited to the following items directly attributable to the change in the work:

1. Costs of materials, including cost of delivery;
2. Cost of labor, including social security, old age and employment insurance, and fringe benefits required by agreement and Worker's compensation insurance;
3. Rental value of equipment used to perform the Work.

15.1.4 If none of the methods set forth in Subparagraph 15.1.3 is agreed upon to calculate a debit or credit to Owner, the Contractor, provided he otherwise receives a Change Order, shall promptly proceed with the Work involved. The cost of such Work shall then be estimated in good faith by the Architect on the basis of the Contractor's reasonable expenditures and savings, including, a reasonable allowance for overhead and profit as provided in Subparagraph 15.1.3. The Architect shall then submit that estimate, with all supporting information, to Owner for approval. In such case, and also under Clause 15.1.3.3 above, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease, including an allowance for overhead and profit, as confirmed by the Architect. When both additional debits and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any.

15.1.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will create a hardship on the Owner or the Contractor, the applicable unit prices shall be equitably adjusted to prevent such hardship.

15.1.6 Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by the Contract Documents or should unknown physical conditions below the surface of the ground 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, be encountered, the Contract Amount shall be adjusted by Change Order upon claim by either party made in compliance with Subparagraph 12.4.4 and within the time limits prescribed in Subparagraph 15.2.1.

15.1.7 If the Contractor claims that additional cost or time is involved because of:

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- .1 any written interpretation issued pursuant to Subparagraph 4.12.5,
- .2 any order by the Architect and/or Owner to stop the Work pursuant to Subparagraph 5.2.11 where the Contractor was not at fault, or
- .3 any written order for a minor change in the Work issued pursuant to Paragraph 15.3,

the Contractor shall make such claim as provided in Paragraph 15.2.

15.2 CLAIMS FOR ADDITIONAL COST OR TIME. If the Contractor decides to make a claim for an increase in the Contract Amount or any other claim, except one for an extension of Contract Time, he shall give the Architect and the Owner written notice thereof within fifteen (15) days after the occurrence of the event giving rise to such claim or include such notice in the Application for Payment for the month in which the event giving rise to the claim occurred, whichever is earlier. Notice of a claim for extension of Contract Time shall be given within fifteen (15) days of the occurrence of the event giving rise to such claim. Any notice other than one made for an extension of the Contract Time shall be given by the Contractor before proceeding to execute the Work which is the subject matter of the claim, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with Subparagraph 13.3.1. All claims shall be made as provided in Subparagraph 12.4.4 within the time limits prescribed herein and no such claim shall be valid unless so made. No change in the Contract Amount or Contract Time resulting from such claim shall be valid unless approved by the Owner and authorized by Change Order.

15.3 MINOR CHANGES IN THE WORK. The Architect shall have authority to order minor changes in the Work not involving an adjustment in the Contract Amount or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

15.4 FIELD INFORMATION MEMOS. The Architect may issue written Field Information Memos which interpret the Contract Documents in accordance with Subparagraph 4.12.5 or which order minor changes in the Work in accordance with Paragraph 15.3 without change in Contract Amount or Contract Time. The Contractor shall carry out such changes specified in the Field Information Memos promptly.

## ARTICLE 16 UNCOVERING AND CORRECTION OF WORK

16.1 UNCOVERING OF WORK.

16.1.1 If any Work should be covered contrary to the request of the Architect, it must, if required by the Architect, be uncovered for his observation and replaced, all at the Contractor's expense.

16.1.2 If any other Work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement after approval by the Owner shall, by appropriate Change Order, be charged to the Owner. If such Work is found not to be in accordance with the Contract Documents, the Contractor

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shall pay such costs unless it is found that this condition was caused by a separate contractor employed as provided in Article 9, and in that event the Owner shall be responsible for the payment of such costs.

### 16.2 CORRECTION OF WORK.

16.2.1 The Contractor shall promptly correct all Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Final Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Architect's additional services thereby made necessary.

16.2.2 If, within two years after acceptance of the Work by the Owner or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, including the original conformance with the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor, without cost to the Owner, shall correct it promptly after receipt of a written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition.

16.2.3 All such defective or non-conforming Work under Subparagraphs 16.2.1 and 16.2.2 shall be removed from the site where necessary, and the Work shall be corrected to comply with the Contract Documents without cost to the Owner.

16.2.4 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

16.2.5 If the Contractor does not remove such defective or non-conforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days after receipt of a statement of charges therefor, the Owner may, upon ten additional days written notice, sell such Work at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs that should have been borne by the Contractor, including compensation for additional architectural services and any attorneys' fees incurred by Owner in connection therewith. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner, and all attorneys' fees and other costs that the Owner may incur in collecting same.

16.2.6 If the Contractor fails to correct such defective or non-conforming Work, the Owner may correct it in accordance with Paragraph 10.6.

16.2.7 The obligations of the Contractor under this Paragraph 16.2 shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

16.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK. If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Amount, or, if the amount is determined after final payment, it shall be paid by the Contractor.

ARTICLE 17  
TERMINATION OF THE CONTRACT

17.1           TERMINATION BY THE CONTRACTOR. If the Work is stopped for a period of thirty (30) days, and the Architect and the Owner are immediately notified of such stopping, under an order of any court or other public authority having jurisdiction through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, and by reason of some act or omission of Owner, then the Contractor may, upon thirty (30) days written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including the percentage profit stated in Paragraph 3.4 herein for Work accomplished through the date the notice of termination is given.

17.2           TERMINATION BY THE OWNER.

17.2.1           If the Contractor files or has filed against it any petition in bankruptcy, or if he makes a general assignment for benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or sufficient and proper materials to complete the Work in accord with the Progress Schedule and Contract Time, or he fails to make prompt payments to Subcontractors or for materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of any provision of the Contract Documents, then the Owner, may, without prejudice to any other right or remedy and after giving the Contractor and/or his surety seven days' written notice, terminate the employment of the Contractor and take possession of the site and all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. Termination of the Contract under this Subparagraph 17.2.1 shall not relieve the Contractor of any warranty obligations he would otherwise have on all Work performed hereunder, and such obligations shall survive termination of this Contract.

17.2.2           If the unpaid balance of the Contract Amount exceeds the costs of finishing the Work, including compensation for the Architect's additional services, attorneys' fees and all other costs incurred by Owner in completion of the Contractor's obligations, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The costs incurred by the Owner as herein provided shall be certified by the Architect.

ARTICLE 18  
WARRANTY AND SITE CONDITIONS

18.1           TWO-YEAR WARRANTY.

18.1.1           The Contractor shall warrant all Work under this Contract against defects of material and workmanship for a period of at least two years from the Final Completion Date; provided, however, that those items of the Work specified as having longer warranties shall be warranted for the period specified.

## Willcox High School Football Field Irrigation and Turf Project

18.1.2 The Contractor shall be responsible for the total cost of repairing and restoring such defective Work to a new condition, at no cost to Owner.

18.1.3 In any case where the subject matter of the defect relates to Work done under a subcontract between the Contractor and any Subcontractor, it is the responsibility of the Contractor, not the Owner, to secure the Subcontractor's performance in compliance with this Paragraph and, in the event of the Subcontractor's failure or refusal within a reasonable time to perform after notice, it shall be the Contractor's responsibility to repair and restore such defective Work to a new condition, at no cost to Owner.

18.1.4 In any case where the defective Work has been brought to the attention of the Contractor by the Owner and the Contractor fails or refuses to correct it, the Owner may elect, without precluding its use of any other remedy it may have available to it, to have the defective Work repaired and restored to a new condition in whatever manner it deems appropriate, regardless of the cost, and the Contractor shall be liable to the Owner for (1) the total cost thereof, including, without limitation, any architectural and legal fees related to effecting the repair, and (2) the sum of \$7,500.00 as liquidated damages for Contractor's failure or refusal to honor his warranty. The amount of \$7,500.00 is agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages the Owner would sustain due to the impairment to the use of the facility, other injury and expense, inconvenience and associated aggravation resulting from the Contractor's failure or refusal to honor his warranty.

18.1.5 Material and workmanship made good through compliance with such warranty shall be subject to the same warranty period as the original materials and workmanship. Such warranty period shall begin on the date the replaced material and work is certified as acceptable in writing by the Architect.

18.2 **SANITATION.** The Contractor shall provide temporary sanitation facilities as provided in the Specifications and in accordance with OSHA requirements.

18.3 **JOB OFFICE.** A job office and other temporary facilities shall be provided by the Contractor as required by the Specifications.

18.4 **USE OF PREMISES.**

18.4.1 The Contractor shall confine his equipment and plant, the storage of materials, and the operations of his workmen to limits indicated by law, ordinances, permits, or directions of the Owner and shall not unreasonably encumber the premises with materials or equipment.

18.5 **SEVERABILITY.** In the event any provision in this Contract is held invalid by any court of competent jurisdiction, the remaining provisions in this Contract shall be deemed severable and shall remain in full force and effect.

18.6 **IMMIGRATION LAW COMPLIANCE.**

18.6.1 The Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal and State immigration laws and regulations related to the immigration status of its employees. Contractor shall obtain statements from its subcontractors of every tier certifying

## Willcox High School Football Field Irrigation and Turf Project

compliance and shall furnish the statements to the Owner upon request. These warranties shall remain in effect through the term of the Contract, and the Contractor and its subcontractors of every tier shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work pursuant to this Contract. I-9 forms are available for download at USCIS.GOV.

18.6.2 The Owner may request, and the Contractor agrees to furnish, verification of compliance from the Contractor or its subcontractors of any tier performing work pursuant to this Contract. Should the Owner reasonably believe or discover that the Contractor or its subcontractors of any tier are not in compliance, the Owner may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor or its subcontractors. All costs necessary to verify compliance are the responsibility of the Contractor.

18.7 COMPLIANCE WITH A.R.S. § 35-393.01. Pursuant to A.R.S. § 35-393.01, the Contractor hereby certifies that it is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel.

18.8 COMPLIANCE WITH FINGERPRINTING REQUIREMENTS.

18.8.1 Contractor shall comply with the requirements of Arizona Revised Statutes Section 15-512(H) regarding the fingerprinting of employees of Contractor, Subcontractors of every tier and vendors who are likely to have unsupervised contact with pupils as determined by the Owner, in its sole and absolute discretion. Contractor shall be responsible for payment of all costs associated with compliance with A.R.S. § 15-512(H).

18.9 CANCELLATION. This Agreement is subject to cancellation by the Owner for violation of the provisions of Arizona Revised Statutes Section 38-511.



Willcox High School Football Field Irrigation and Turf Project

IN WITNESS WHEREOF, four (4) identical counterparts of this Agreement, each of which shall for all purposes be deemed original thereof, have been duly executed by the parties hereinabove named, on the day and year first above written.

OWNER:

WILLCOX UNIFIED SCHOOL  
DISTRICT NO. 20

By \_\_\_\_\_

Its \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
Attorney for Willcox Unified School  
District No. 20

Willcox High School Football Field Irrigation and Turf Project

EXHIBIT A

1. Project Manual/Specifications dated \_\_\_\_\_, 200\_\_.
2. Drawing List.

Sheet No.	Sheet Title	Sheet Date	(Revision Date (if any))
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**DIVISION 1 - GENERAL REQUIREMENTS****010100 COMPLETION OF WORK AND SPECIAL PROVISIONS**

The Contractor shall provide and pay for all materials, labor services, tools, and other items necessary to complete the Project as specified and shown on the drawings. All materials shall be new, and both workmanship and materials shall be of good quality. All workmen and subcontractors shall be skilled in their trades. The Contractor shall be responsible for safe, proper, and lawful construction and shall construct in the best and most workmanlike manner a complete project reasonably implied. The Contractor shall protect the work and be responsible for any damage or injury due to his act or neglect. The Contractor shall keep the premises free from accumulation of waste materials at all times. Measurements must be taken on the job before erection or fabrication. Extra compensation will not be allowed because of differences between job and drawings that have not been brought to the attention of the Architect in writing before starting the work. Mention in the specifications or indication on the drawings of articles, materials, operations, or methods requires that the Contractor provide each item mentioned, perform each operation and provide all necessary labor, equipment, and incidentals.

**1. PROJECT SCHEDULE:**

The project shall be completed as follows:

- A. Synthetic Track
  - a. Phase 1 – Subgrade ready for Irrigation and Turf – March 1, 2025
  - b. Track and Events – Substantial Completion – May 1, 2025
- B. Bleachers
  - a. Substantial Completion – February 20, 2025
- C. Field Lighting
  - a. Phase 1 – Poles Installed – February 20, 2025
  - b. Substantial Completion – May 1, 2025
- D. Concrete Restrooms
  - a. Set by June 1, 2025
- E. Football Field
  - a. Phase 1 – Sod Install by April 15, 2025
  - b. Ready for Play – July 15, 2025
  - c. Maintenance Period – September 1, 2025

**2. GENERAL NOTES:**

- A. Smoking and all other tobacco products are not allowed on campus.
- B. Before the project will be classified as "final completion," the Contractor will develop and complete a punch list. The Owner and Architect will determine when the project meets "final completion." A punch list must be established and completed within the project calendar day time frame.

END OF SECTION

**010400 SUPERINTENDENCE**

The Contractor shall keep on his work a competent superintendent satisfactory to Architect. The superintendent shall not be changed except with the consent of the Architect, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.

END OF SECTION

**010410 WORK BY OTHERS**

The following work shall be furnished and installed by others under separate contract with the Owner. Contractor shall allow access to the site and adequate space for storage of materials and equipment, cooperate and coordinate with Owner to accommodate the work within the specified time period. Responsibility for related work under this contract is noted. Where facilities are to be provided for rough-in only, under this contract, he shall verify requirements before proceeding with the work. Such items are as follows:

- 1. Septic System – Softball Field Restroom

END OF SECTION

**010430 CLAIMS FOR EXTRA COST**

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, he shall give the Architect written notice thereof after the receipt of such instructions and in any event before executing the work. Submit a detailed cost breakdown with quantities and unit prices. No such claim will be valid unless so made. Cost of extra work shall be established and approved by the Architect before executing the work.

## END OF SECTION

**010950 REFERENCES**

References to standard specifications and codes shall mean latest published edition at date of contract.

## END OF SECTION

**010960 CONTRACT DOCUMENT CLARIFICATIONS**

Prior to commencing work, Contractor shall carefully examine the drawings, visit the site of work, and fully inform himself of all existing conditions and limitations excepting in underground and inaccessible locations. Should the Contractor, at any time during the course of this project, become aware of any inconsistencies, errors, omissions, or conflicts in drawings, specifications, codes, ordinances, or existing conditions, he shall notify the Architect in writing to request clarification direction. In the event of failure to so notify the Architect, the Contractor shall correct any deficiencies resulting therefrom as directed by the Architect at no extra cost.

## END OF SECTION

**010970 WORKMANSHIP**

If, in Contractor's opinion, any work is shown on drawings or specifications in such a manner to make it impossible to produce a high caliber of workmanship, such conditions shall be referred to Architect for clarification. Failure to notify Architect of such conditions and proceeding with work shall be cause for rejection of work and must be reworked or reinstalled in acceptable manner at no extra cost to Owner. Should conflict occur between drawings and specifications, Contractor shall be deemed to have estimated the more expensive way, unless certified in writing by Architect. Cutting or repairing work in place necessary because of progress of work or negligence of Contractor shall be paid for by the Contractor responsible for the work in progress or the negligence.

## END OF SECTION

**010980 PERMITS**

Building permits and utility connection fees shall be paid for the Owner. All other permits shall be paid for by the Contractor.

## END OF SECTION

**011000 REGULATIONS AND STANDARDS**

1. Conform to all codes and regulations having jurisdiction over this project,

including International Building Code, local codes, and applicable mechanical and electrical codes.

- A. Regulations: Comply with requirements of local laws and regulations covering construction and local industry standards, in the installation and maintenance of temporary services and facilities including but not limited to, the following:
- (1) Building codes, including local requirements for permits, testing, and inspection.
  - (2) Health and safety regulations.
  - (3) Utility company regulations and recommendations governing temporary utility services.
  - (4) Police and Fire Department rules and recommendations.
  - (5) Police and Rescue Squad recommendations.
  - (6) Environmental protection regulations governing use of water and energy, and the control of dust, noise, and other nuisances.
- B. Standards:
- (1) Comply with the requirements of NFPA Code 241, "Building Construction and Demolition Operations", the ANSI-A10 Series Standards for "Safety Requirements for Construction and Demolition", and the NECA National Joint Guideline NJG-6 "Temporary Job Utilities and Services."
  - (2) Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", as prepared jointly by AGC and ASC for industry recommendations.

END OF SECTION

## **011100 DEFINITIONS**

"Or (approved) equal" shall mean approved as an equal in opinion of Architect prior to bid. "Approved" shall mean approved in writing by Architect. "As required" shall mean as required by competent construction practices. "As acceptable" shall mean acceptable by Architect. "As recommended" shall mean as recommended by Manufacturer.

END OF SECTION

## **011200 CONTRACTOR'S LICENSE LAW**

Contractor shall comply with, and require all subcontractors to comply with, State and City Contractor's License Law and to be duly registered and licensed thereunder.

**END OF SECTION****011300 SPECIFICATION HEADINGS**

For convenience of reference, these specifications are separated into titled divisions. Such separations shall not operate to make the Architect or Owner an arbitrator to establish limits to the contracts between Contractor and subcontractors.

**END OF SECTION****013300 SHOP DRAWINGS AND SAMPLES**

Contractor shall supply the Architect with a schedule of all shop drawings to be submitted. Submit samples where required. Approved sample shall constitute example of work expected of entire project. All submissions are through General Contractor and shall be stamped, reviewed, and approved by the Contractor prior to submitting to the Architect. The Contractor shall not proceed with work until submittals are approved.

Review is for general conformance with the design concept and contract documents. Markings or comments shall not be construed as relieving the Contractor from compliance with the contract plans and specifications or departure therefrom. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of construction and assembly, for coordination of his work and that of all other trades, and for performing his work in a safe and satisfactory manner.

1. Shop Drawings:
  - A. Submit one (1) electronic copy for annotation and correction by Architect. One (1) hard copy may be requested in addition to the electronic copy for certain submittals.
  - B. All submittals shall have a cover sheet indicating the type of submittal and project name. The remainder of the sheet shall be reserved for approval stamps from Contractor, Architect, and Consultants.
2. Materials List and Literature:
  - A. Manufacturer's literature and materials' lists shall be submitted electronically. All color selection information shall be submitted in hard copy form or with actual samples for review.
  - B. Manufacturer's literature shall be labeled to indicate the name of the project, manufacturer, brand or other identification where required. In addition, catalogues shall be marked to indicate the specific items

submitted for approval.

- C. The right is reserved to require submission of samples of any material, and any materials' lists, whether or not specifically mentioned herein.

END OF SECTION

#### **013310 COST BREAKDOWN AND PROGRESS SCHEDULE**

After construction contract is awarded, Contractor shall provide a breakdown of his costs into categories, and an estimated schedule of progress in graph form. The schedule shall be updated monthly.

END OF SECTION

#### **013345 PRIOR APPROVAL REQUESTS**

All prior approval requests must include documentation which clearly indicates the differences in specification between the requested prior approval and the base specification. A sample manufacturer's warranty and a product sample is required where applicable. All prior approval requests must be received by the Architect with the time limits prescribed in the instructions to bidders. Requests received after that time will not be considered.

END OF SECTION

#### **015000 TEMPORARY FACILITIES**

The Contractor shall provide temporary field office, telephone, and restroom facilities. Connections for temporary power and water shall be by the contractor. Power and water shall be paid for by the Owner. Each project listed shall have its own temporary facilities.

END OF SECTION

#### **015100 SITE PROTECTION**

No existing trees or other vegetation shall be removed, trimmed, or damaged without approval of the Architect. Vegetation located in the vicinity of construction shall be tagged, fenced off, and/or tied back for protection. Portions of the site not affected by new construction shall remain undisturbed.

END OF SECTION



**015150      TEMPORARY ENCLOSURES, BARRIERS AND FENCES**

1. Provide and maintain all fences, barricades, lights, shoring and other protective structures or devices necessary for the safety of workmen, equipment, the public, and property as required by state or municipal laws and regulations, local ordinances, laws, and other requirements of the county, state, and other authorities having jurisdiction with regard to safety precautions, operation, and fires hazards.
2. Provide 6 foot high woven wire temporary fencing around the construction area. Fencing shall be erected and secured in a manner to withstand the forces to which it may be subjected. Locate gates for access to the areas as required. Close and lock all gates after normal working hours. Barbed wire is not permitted on fencing. Please note that there is a boundary fence around the work area. Provide fencing as needed to secure materials.
3. Protect all elements of construction from any danger of damage from wind, rain, dust, frost, freezing temperatures, or other infiltration of weather.

END OF SECTION

**015200      SECURITY**

The Architect and the Owner do not assume any responsibility, at any time, for the protection of construction areas and premises, or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the Architect and Owner. If watchman service is deemed necessary by the Contractor, such protection shall be provided and paid for by the Contractor.

END OF SECTION

**015250      NOISE AND DUST CONTROL**

Exercise all possible care to control excessive noise and dust during the construction to keep these problems to a minimum. Traffic or construction areas shall be sprinkled with water or chemicals as required and in accordance with applicable County requirements. The contractor shall pay for and provide all water necessary to minimize dust during the project.

END OF SECTION

**016000      MATERIALS**

Each Contractor is responsible for proper care of his materials and equipment until date of acceptance of work. Materials damaged or destroyed shall be removed and replaced with new materials. All materials shall be new unless noted otherwise. Installation of materials over sub-surface will be considered as acceptance of sub-surface by materials applicator.

#### END OF SECTION

### **017700 PROJECT CLOSEOUT**

1. General:
  - A. Related Documents:
    - (1) Drawings and general provisions of Contract, including General Conditions and other Division-1 Specification Sections, apply to this Section.
2. Summary:
  - A. This section specifies administrative and procedural requirements for project closeout including, but not limited to, the following:
    - Review procedures
    - Project record document submittal
    - Operating and maintenance manual submittal
    - Submittal of warranties
    - Final cleaning
3. Substantial Completion:
  - A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in request.
    - (1) In the Application for Payment that coincides with, or follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and as statement showing an accounting of changes to the Contract Sum.
    - (2) If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
    - (3) Submit specific warranties, workmanship bonds, maintenance

agreements, final certifications, and similar documents.

- (4) Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
- (5) Deliver extra stock and similar items.
- (6) Complete final clean-up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
- (7) The Owner's Representative will repeat review when requested and assure that the Work has been substantially completed.
- (8) Results of the completed review will form the basis of requirements for final acceptance.

#### 4. Final Acceptance

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
  - (1) Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  - (2) Submit an updated final statement, accounting for final additional changes to the Contract Sum.
  - (3) Submit consent of surety to final payment.
- B. Re-inspection Procedure: The Owner's Representative will again review the Work upon receipt of notice that the Work, including review list items from earlier reviews, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner's Representative.

#### 5. Record Document Submittals

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Owner's Representative's reference during normal working hours.

- B. Record Drawings: Maintain a clean, undamaged set of prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.

Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.

Note related Change Order numbers where applicable.

Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates, and other identification on the cover of each set.

If digital copies of record drawings in PDF format are used, provide one (1) hard copy set to Owner as well as three (3) digital copies.

- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options, and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.

Upon completion of the Work, submit record Specifications to the Owner's Representative for the Owner's records.

- D. Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.

Note related Change Orders and mark-up of record drawings and Specifications.

- E. Maintenance Manuals: Provide three (2) hard copies and two (2) electronic copies of all **O&M Manuals** for equipment and products installed during the construction or remodeling project. Organize operating and maintenance data into suitable sets of manageable size. All of the close out documents are to be placed in a white three ring binder which has a see-through front panel and binding edge that allows a sheet to be installed as a title sheet.

All information shall be installed in a proper indexed individual heavy-duty 2-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Table of Contents is to be typed and installed.

All notebooks are to have divisions for each of the categories as listed below. Include the following types of information.

- (1) Provide a copy of all maintenance parts and supplies required to maintain building operations for a year or through normal maintenance cycle. Examples would be filters, lamp schedule, etc.
- (2) Provide copies of all shop drawings and product **Cut Sheets** for all brand names of major items used on the project, such as light fixtures, electrical switch gear, HVAC units, fans, coils, etc.
- (3) Provide all **Letters of Warranty** for installation and project.
- (4) Provide a **listing of all Sub-Contractors** performing work on the project and their responsibility during the project.
- (5) Provide any and all Regulatory Documents, i.e., permits, air inspections, waste manifest, etc. that applies to the project, or were part of the project during the construction or remodeling phases, that are required by Federal, State, Local Code, and/or Regulatory Agencies.
- (6) Provide a copy of **Record Drawings** for project.

6. Closeout Procedures

- A. Final Cleaning:

- (1) General: General cleaning during construction is required.
- (2) Cleaning: Clean the site, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits.
- (3) Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION

#### **017710 CLEAN-UP**

The job site work area shall be clean and orderly at all times. Upon completion, leave work in clean condition. Each subcontractor responsible for removal of debris caused by his work. Contractor shall do the following cleaning:

1. Clean all tire marks off of sidewalks and concrete paving in project area.
2. Clean glass.
3. Clean door hardware.
4. Vacuum carpet.
5. Polish concrete floors.
6. Clean all finger prints off finished surfaces – walls, ceilings, millwork, etc..

END OF SECTION

#### **017720 ADDITIONAL MATERIALS FOR OWNER MAINTENANCE**

Upon completion of the project, the Contractor shall furnish the Owner with containers of each of the following items of material of each color or type used in the job:

1. Paints and stains - 1 unopened gallon, each color.

The above materials shall not be utilized by the Contractor for repairs or replacement prior to final acceptance of the project by the Owner.

END OF SECTION

**017740      GUARANTEE**

Contractor shall guarantee his work for a period of **two years**, or a longer period when so specified, from date of final acceptance. Should defects develop within guarantee period due to faults in materials and/or workmanship, Contractor shall make all repairs and do all necessary work to Architect's satisfaction without cost to Owner within ten days after notice to Contractor. If Contractor fails to do work so ordered, Owner may have work done and charge cost thereof against monies retained and, if said monies shall be insufficient to pay such cost or money available, Contractor and his sureties agree to pay Owner for such work. Nothing herein intends or implies that guarantee shall apply to work which has been abused or neglected by the Owner.

END OF SECTION  
END OF DIVISION

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**328400 UNDERGROUND IRRIGATION SYSTEM****PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this Section.

**1.2 SUMMARY**

- A. Furnish all work and material, appliances, tools, equipment, facilities, transportation, and services necessary for and incidental to performing all operations in connection with the installation of underground irrigation system complete, as shown on drawings and/or specified herein. When the term “Contractor” is used in this section, it shall refer to the Irrigation Contractor.
- B. Related Sections
  - 1. The following section contains requirements that relate to this Section:
    - a. Division 2 Section “Landscaping”
    - b. Division 2 Section “Turf”

**1.3 APPLICABLE STANDARDS**

- 1. ASTM D2241 Poly (Vinyl Chloride) (PVC) Plastic Pipe (SDR-PR).
- 2. ASTM D2464 Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Threaded, Schedule 80.
- 3. ASTM D2466 Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Threaded and Socket, Schedule 40.
- 4. ASTM D24647 Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Socket, Schedule 80.
- 5. ASTM D2564 Solvent cements for Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings.
- 6. ASTM D2855 Making Solvent – Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings.
- 7. ASTM F-477 Gasket Pocket Pipe.

**1.4 GUARANTEE AND MAINTENANCE**

- A. The Contractor is required to guarantee the irrigation system in accordance with form below. A copy of the guarantee form shall be included in the Operations and Maintenance Manual. The guarantee form shall be on the Contractor’s letterhead and contain the following information:

### GUARANTEE FOR IRRIGATION SYSTEM

We hereby guarantee that the irrigation system we provided is free from defects in materials and workmanship, and the work has been completed in accordance with the drawings and specifications, ordinary wear and tear, and unusual abuse or neglect expected. We agree to repair or replace any defects in material or workmanship including repair of backfill settlement which may develop during the period of two years from date of Substantial Completion and to repair or replace any damage related to such defects at no additional cost to the Owner. We shall make such repairs or replacements within a reasonable time, as determined by Owner, after receipt of written notice from the Owner, we authorize the Owner to proceed to have said repairs or replacements made at our expense and we will pay the costs and charges therefore upon demand.

PROJECT:

LOCATION:

SIGNED:

CONTRACTOR:

ADDRESS:

PHONE:

DATE OF ACCEPTANCE:

B. Maintenance shall include, but not necessarily be limited to the following:

1. Adjustment of sprinkler height and plumb to compensate for settlement and/or plant growth.
2. Backfilling of all trenches.
3. Adjustment of head coverage (arc of spray) as necessary.
4. Unstopping heads plugged by foreign material.
5. Adjustment of controller as necessary to insure proper sequence and watering time.
6. Adjustment and replacement of emitters as required.
7. All maintenance necessary to keep the system in good operating order.

C. Guarantee and maintenance after final acceptance do not include alternations as necessitated by re-landscaping, re-grading, addition of trees or the addition and/or changes in sidewalks, walls, driveways, etc.

### 1.5 SUBMITTALS

A. The Contractor shall submit to the Owner's Representative six (6) copies of shop drawings or manufacturer's "cut sheet" for each type of sprinkler head, pipe, controller, valves, check valve assemblies, valve boxes, wire, conduit, fittings, emitters, filters, pressure regulators, and all other types of fixtures and equipment which he proposes to install on the job. The

submittal shall include the manufacturer's name, model number, equipment capacity and manufacturer's installation recommendation, if applicable, for each proposed item.

- B. No partial submittal will be accepted, and submittals shall be neatly bound into a brochure and logically organized. After the submittal has been approved, substitutions will not be allowed except by written consent of the Owner's Representative.
- C. Shop drawings shall include dimensions, elevations, construction details, arrangements and capacity of equipment, as well as manufacturer's installation recommendations.

#### 1.6 SUBSTITUTION OF MATERIALS

- A. This irrigation system has been designed around the irrigation components herein stated and as shown on the plans. Any changes of brand name, trade name, trademarked, patented articles, or any other substitutions will be allowed only by written order signed by the Owner's Representative. The Owner is under no obligation to accept materials other than as specified. If a bidder wishes for a substitute item to receive consideration as an "approved equal," the bidder and each item must meet all of the following requirements without exceptions.
- B. An item, to be considered a substitute, must meet the same specifications of materials, fabrication or construction, dimension or size, shape, finish, performance standards, warranty or guarantee, and any other pertinent and salient features of quality, as indicated in manufacturer's specifications for original specified item.
- C. A sample of the item, along with a written request for consideration, shop drawings, and written specifications, must have been received by the Owner's Representative a minimum of 10 days before the bid opening date. The item shall then be examined, and the bidder shall be notified, in writing, seven days later, whether or not the item is an "approved equal." The Owner's Representative shall be the final judge of whether or not an item submitted for consideration qualified as being an acceptable substitute.
- D. Under no circumstances shall an item be given consideration as an "approved equal" substitute later than 10 days before the bid opening. After that date, all items shall be bid per the original specifications. Likewise, unless certified as an "approved equal" per the time frame and the requirements above, the successful bidder (known as Contractor after signing the contract) shall install all items per the original plans and specifications. Equipment or material installed or furnished without prior approval of the Owner's Representative as herein specified, may be rejected and the Contractor required to remove such materials at his own expense.
- E. The Contractor alone shall bear complete responsibility for the installation and operation of any material or equipment installed on the job (as a

substitute for specified equipment or material) should such substituted material prove to be defective, inoperable or in-applicable.

#### 1.7 QUALITY ASSURANCE

- A. All work under this contract shall comply with the provisions of these specifications, as illustrated on the accompanying drawings, or as directed by the Owner's Representative, and shall satisfy all applicable local codes, ordinances, or regulations of the governing bodies and all authorities having jurisdiction over this project.
- B. Installation of equipment and material shall be done in accordance with the requirements of the National Electric code, local and national Plumbing Codes and standard plumbing procedures. The drawings and these specifications are intended to comply with all the necessary rules and regulations; however, some discrepancies may occur. Where such discrepancies occur, the Contractor shall immediately notify the Owner's Representative in writing of the discrepancies and apply for an interpretation. Should the discovery and notification occur after the execution of a contract, any additional work required for compliance with the regulations shall be paid for as covered by these contract documents.
- C. The Contractor shall give all necessary notices, obtain all permits and pay all costs in connection with his work; file with all governmental departments having jurisdiction; obtain all required certificates of inspection for his work and deliver to the Owner's Representative before request of acceptance and final payment for the work. Contractor shall be responsible for scheduling and paying for backflow test and certification if requested by water provider.
- D. The Contractor shall include in the work any labor, materials, services, apparatus or drawings in order to comply with all applicable laws, ordinances, rules and regulations whether or not shown on the drawings and/or specified.
- E. Prequalification: The installation of the irrigation system shall be made by an individual or firm duly licensed under the State of Arizona Registrar of Contractors. The Contractor must demonstrate successful completion of at least five comparable projects within the last five years.

#### 1.8 SUPERINTENDENT

- A. The superintendent shall not be changed, except with the consent of the Owner's Representative.
- B. The superintendent shall be authorized to represent the Contractor.

#### 1.9 NOTIFICATION OF OWNER'S REPRESENTATIVE

- A. The Owner's Representative shall have free access to the work whenever it is in preparation or progress and proper facilities, for such access and inspection. The Contractor shall perform no work, unless the Owner's Representative has been properly notified. Failure to notify the Owner's

Representative may require the Contractor to redo, uncover pipe, expose for inspection, etc., all that the Owner's Representative was unable to inspect.

#### 1.10 EXISTING UTILITIES – LOCATION AND ELEVATIONS

- A. The Contractor shall examine the site and verify to his own satisfaction the location and elevations of all utilities and availability of utilities and services required. The Contractor shall inform himself as to their relation to the work and the submission of bids shall be deemed as evidence thereof. The Contractor shall repair at his own expense, and to the satisfaction of the Owner's Representative, for damage to any utility shown on the plans.
- B. Should utilities not shown on the plans be found during excavations, Contractor shall promptly notify Owner's Representative for instructions as to further action.
- C. Contractor shall make necessary adjustments in the layout as may be required to connect to existing stubouts, should any such stubouts not be located exactly as shown and as may be required to work around existing work, at no increase in cost to the Owner. All such work will be recorded on record drawings and turned over to the Owner's Representative prior to final acceptance.

#### 1.11 COOPERATION OF TRADES

- A. Work under this contract may be accomplished with other Contractors and trades on the project site at the same time. The Contractor shall allow each Contractor and trade adequate time at the proper state of construction to fulfill his contract.

#### 1.12 RECORD DRAWINGS

- A. Record dimensioned locations and depths for each of the following:
  - 1. Sprinkler pressure line routing (provide dimensions for each 100 feet {maximum} along each routing, and for each change in directions).
  - 2. Gate valves, backflow preventers, pumps, pressure regulators and other items identified by the Owner's Representative.
  - 3. Irrigation control valves.
  - 4. Control wire routing.
  - 5. Sleeves under paving.
  - 6. Emitter line locations.
  - 7. Spray/attend locations.
  - 8. Other related items as may be directed by the Owner's Representative.

- B. Locate all dimensions from two permanent points (buildings, monuments, sidewalks, curbs or pavements).
- C. Record all changes which are made from the Contract Drawings, including changes in the pressure and non-pressure lines.
- D. Record all required information on a set of blackline prints of the Drawings. Do not use these prints for any other purpose.
- E. Maintain information daily. Keep drawings at the site at all times and available for review by the Owner's Representative.
- F. Record final record drawing in ink on mylar of plans.
- G. Reproducible mylars will be furnished by the Owner's Representative at cost for printing and handling.

#### 1.13 CONTROLLER CHARTS

- A. Do not prepare charts until record drawings have been approved by the Owner's Representative.
- B. Provide one controller chart.
  - 1. Chart may be a reproduction of the Record Drawing, if the scale permits fitting the controller door. If photo reduction prints are required, keep reduction to maximum size possible to retain full legibility. Coordinate with Owner's representative.
  - 2. Chart shall be blackline print of the actual system, showing the area covered by that controller.
- C. Following approval of charts by the Owner's Representative, they shall be hermetically sealed between two layers of 20 mil thick plastic sheet.
- D. Charts must be completed and approved prior to final acceptance of the irrigation system.

#### 1.14 OPERATING AND MAINTENANCE MANUALS

- A. Provide two individually bound manuals detailing operating and maintenance requirements for irrigation systems.
- B. Manuals shall be delivered to the Owner's Representative no later than 10 days prior to completion of work.
- C. Provide descriptions of all installed materials and systems in sufficient detail to permit maintenance personnel to understand, operate and maintain the equipment.
- D. Provide the following in each manual:
  - 1. Index sheet, stating Irrigation Contractor's name, address, telephone number and name of person to contact.
  - 2. Duration of guarantee period.
  - 3. Equipment list providing the following for each item:
    - a. Manufacturer's name

- b. Make and model number
- c. Name and address of local manufacturer's representative
- d. Spare parts list in detail
- e. Detailed operating and maintenance instructions of major equipment

#### 1.15 CHECKLIST

- A. Provide a signed and dated checklist and deliver to the Owner's Representative prior to final acceptance of the work.
- B. Use the following format:
  - 1. Plumbing permits: if none required, so note.
  - 2. Material approvals: approved by and date.
  - 3. Pressure line tests: by whom and date.
  - 4. Record drawings: received by and date.
  - 5. Controller charts: received by and date.
  - 6. Operation and maintenance manuals: received by and date.
  - 7. Manufacturer's warranties if required: received by and date.
  - 8. Written guarantee: received by and date.

#### 1.16 WATER FOR TESTING

- A. The Owner shall furnish all water necessary for testing, flushing and jetting.

#### 1.17 WATER SERVICE

- A. Water service for this project will be provided from the point of connection as shown on the drawings. Connection will be to a metered potable water source.

#### 1.18 EQUIPMENT TO BE FURNISHED

- A. Supply as part of this contract the following tools:
  - 1. Two sets of special tools required for removing, disassembling and adjusting each type of sprinkler and valve supplied on this project.
  - 2. Two 5-foot valve keys for operation of gate valves.
  - 3. Three valve box keys or wrenches.
  - 4. Six replacement sprinkler heads of with full set of nozzles for each type specified.
  - 5. Three quick coupling keys with hose swivels for each type of quick coupling valve.
- B. The above-mentioned equipment shall be turned over to Owner at the conclusion of the project. Before final inspection can occur, evidence that

the Owner has received material must be shown to Owner's Representative.

#### 1.19 SLEEVES AND ELECTRICAL CONDUITS

- A. Sleeves and electrical conduits will need to be installed as noted on the drawings. Contractor shall be responsible for timely placement of all sleeves and conduits at no additional cost to the Owner.

#### 1.20 PROGRESS MEETINGS

- A. Contractor shall attend all progress meetings as requested by Owner's Representative during installation.

### PART 2 – PRODUCTS

#### 2.1 GENERAL

- A. Unless otherwise noted on the plans, all materials shall be new and unused. This irrigation system has been designed around the irrigation components herein stated and as shown on plan. Any changes of brand name, trade name, trademarked, patented articles, or any other substitutions will be allowed only by written order as outlined in Section 1.6.

#### 2.2 PVC PRESSURE MAINLINE PIPE FITTINGS

- A. Pressure mainline piping shall be:
  - 1. Less than 3" Sch. 40 PVC
  - 2. 3" and larger Class 200 PVC gasket pocket type
- B. Pipe shall be made from NSF approved type I, Grade I PVC compound conforming to ASTM specification D 2241. Piping up to and including 2-1/2 inches size shall be SDR solvent weld. Pressure mainline piping 3-inch size and larger to be gasket pocket type as manufactured by the Swanson Company, or equal, and shall conform to ASTM F 477.
- C. Fittings for pressure mainline piping up to and including 2-1/2 inches shall be PVC solvent-weld fittings Schedule 80, Type I NSF approved conforming to ASTM test procedure D 2466 and shall be as manufactured by Spears, Lasco or Dura. Fittings for pressure mainline 3-inch size and larger shall be push-on Ductile Iron, CL 250, conforming to ASTM A 536, Grade 80-55-06 as manufactured by Harco or approved equal.
- D. Solvent cement and primer for PVC solvent-weld pipe and fittings shall be heavy duty gray Oatey Glue and Purple Primer or approved equal. Manufacturer's installation requirements shall be strictly adhered to.
- E. All PVC pipe shall bear the following markings:
  - 1. Manufacturer's name.
  - 2. Nominal pipe size.



3. Schedule or class.
  4. Pressure rating in psi.
  5. National Sanitation Foundation (NSF) approval.
  6. Date of extrusion.
- F. All fittings shall bear the manufacturer's name or trademark, material designation, size, applicable IPS schedule and NSF seal of approval.

## 2.3 PVC NON-PRESSURE LATERAL LINE PIPING

- A. Non-pressure buried lateral piping shall be PVC Schedule 40 with solvent-weld joints.
- B. Pipe shall be made from NSF approved, Type I, Grade II PVC compound conforming to ASTM resin specifications D 1784. All pipe shall meet requirements set forth in Federal Specification PS-22-70, with an appropriate standard dimension ratio.
- C. PVC solvent-weld fittings shall be Schedule 40, Type I NSF approved conforming to ASTM test procedure D2466 as manufactured by Spears, Lasco or Dura.
- D. Except as noted in paragraphs 1, 2 and 3 of Section 2.03C, all requirements for non-pressure lateral-line pipe and fittings shall be the same as for solvent-weld pressure mainline pipe and fittings as set forth in Section 2.02B of these specifications.

## 2.4 GATE VALVES

- A. Gate Valves 2-1/2" and larger to be AWWA resilient seat, Clow or equal, and shall conform to AWWA C-509 resilient wedge.
- B. Other Gate Valves 2" and smaller:
  1. Nibco T-113 IR or approved equal.
  2. As indicated on plans, in irrigation schedule and details.
  3. All gate valves shall be installed per installation detail.

## 2.5 SWING JOINTS

- A. All swing joint assemblies, nipples and risers for sprinkler shall be manufacturer preassembled per the following, as detailed:
  1. 1" Lasco G 172-212 or approved equal.
  2. 3/4" Lasco T722-212 or approved equal.

## 2.6 CONTROL WIRING

- A. Connections between the automatic controllers and the electric control valves shall be made with direct burial copper wire AWG-UF 600 volt. Circuit wires shall be red with white common wires. Install in accordance with valve manufacturer's specifications.

- B. Circuit wire for Controller shall be #14 and common wire shall be #10.
- C. Wiring shall occupy the same trench and shall be installed along the same route as pressure supply or lateral lines whenever possible.
- D. Where more than one wire is placed in a trench, the wiring shall be taped together at intervals of 10 feet.
- E. An expansion curl shall be provided within 3 feet of each wire connection. Expansion curl shall be of sufficient length at each splice connection at each electric control, so that in case of repair the valve bonnet may be brought to the surface without disconnection of the control wires. Control wires shall be laid loosely in trench without stress or stretching of control wire conductors.
- F. Field splices between the automatic controller and electrical control valves will not be allowed without prior approval of the Owner's Representative.
- G. All control wiring installed under paving shall be installed in UL listed Schedule 40 electrical conduit. Conduit shall terminate at least 2 feet inside of a planting area. Conduit joints and fittings shall be solvent weld. Size shall be 2" minimum and larger as required and/or shown on the plans.
- H. Two "spare" wires shall be run from the controller (or point of wiring connection) to the furthest valve location in each direction. Wires shall be white with color stripes or otherwise marked in an approved manner.
- I. All wire connectors shall have a two-piece PVC housing which, when filled with resin epoxy and pressed together, forms a permanent, one-piece, moisture-proof wire splice. All connectors shall be UL listed, rated 600 volts for PVC insulated wire. No wire splices shall be buried. All wire connectors shall be Rainbird ST-03 Black/PT-S5 or approved equal.
- J. A #14 green tracer wire shall be installed along the path of all main lines. Tracer wire to be looped in all valve boxes.
- K. An approved locator tape shall be installed along the path of all main lines at a depth of 12" above the main line. Tape shall be non-detectable and shall read "IRRIGATION."

## 2.7 AUTOMATIC CONTROLLER

- A. Controller shall be as shown on the plans.
- B. Control wires shall be run from the controllers to the booster pump station as shown on the drawings for operation of the hydrometer and pump start functions.
- C. The operation of the booster pump shall be based upon receiving a signal from the turf irrigation controllers.
- D. One compatible WiFi module shall be provided for the project.
- E. The controller shall be grounded in accordance with manufacturer's recommendations and as detailed.

## 2.8 ELECTRIC REMOTE CONTROL VALVES

- A. The electric remote control valves shall be as shown on the plans.

## 2.9 VALVE BOXES

- A. Use plastic rectangular box for all electrical control valves as required. Detail as shown. Provide stainless steel bolts.
- B. Provide extensions as required to ensure box rests on continuous soil base.
- C. All openings including the bottom to be sealed with geotextile fabric.
- D. Valve boxes shall be as follows:

Quick Coupling Valve	Carson Model 910 with T Style Cover
Junction Box, Pull Box	Carson Model 1419 with T Style Cover
Turf Remote Control Valve	Carson Model 1220 with T Style Cover
Drip Remote Control Valve	Carson Model 1324 with T Style Cover

## 2.10 SLEEVES

Sleeves shall be provided where shown on the drawings and specified herein.

- A. All main lines, lateral line piping, emitter headers and lateral piping and all control wire shall be installed in a sleeve under all paving walls and concrete surfaces.
- B. All sleeving shall be Schedule 40 PVC solvent weld pipe.
- C. All joints shall be solvent welded. Welds to be primed and glued as per pipe size.
- D. All sleeves shall be capped and kept clean of dirt and debris.
- E. Excavation and backfill shall be as specified in Section 3.03.
- F. All sleeves shall extend a minimum of 2 feet into the landscape area.
- G. Location of sleeves shall be shown on the record drawings.
- H. Each sleeve shall be taped along its entire length with metallic locator tape manufactured for that purpose.
- I. Sleeves shall have a minimum horizontal clearance of 12" from each other and other piping. Sleeves shall not be installed parallel and directly over another line. Sleeves shall have a minimum of 6 inches vertical clearance where they cross other lines.

## 2.11 BACKFLOW PREVENTER

- A. As shown on drawings.

## 2.12 IRRIGATION ROTOR HEADS

- A. As shown on drawings.

**2.13 EMITTERS**

- A. As shown on drawings.

**2.14 DRIP EMITTER LATERAL PIPING**

- A. As shown on drawings.

**2.15 DRIP EMITTER DISTRIBUTION TUBING**

- A. Distribution tubing shall be polyethylene microtubing in sizes indicated on the plans.

**2.16 GALVANIZED PIPE FITTINGS**

- A. Where indicated on the drawings, use galvanized steel pipe ASA Schedule 40 mild steel screwed pipe.
- B. Fittings shall be medium galvanized screwed beaded malleable iron. Galvanized couplings may be merchant coupling.
- C. All galvanized pipe and fittings installed below grade shall be painted with two coats of Koppers #50 Bitumastic.

**2.17 PRESSURE REGULATORS**

- A. As shown on drawings.

**2.18 FILTER**

- A. As shown on drawings.

**2.19 QUICK COUPLING VALVES**

- A. As shown on drawings.

**2.20 RADIO REMOTE**

- A. As shown on drawings.
- B. Contractor shall make all connections for fully functioning remote controlled operation from the controller.

**2.21 MASTER VALVE\ FLOW SENSOR**

- A. The master valve/ flow sensor shall be "Normally Closed" with one pulse per 10-gallon output.
- B. Valve shall be installed on the discharge side of the pump with a concrete base and steel pipe support.
- C. A waterproof junction box and EMT conduit shall be provided for the wiring connections between the master valve/ flow sensor and the controller.

- D. The contractor shall provide the master valve/ flow sensor to the pump manufacturer for inclusion on the pump station at time of fabrication at no additional cost to the school.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

##### A. General

1. Contractor Responsibility: The Contractor shall not willfully install the irrigation system as shown on the drawings when it is obvious in the field that obstructions, grade differences or discrepancies in equipment usage, area dimensions or static water pressure exist that might not have been considered in the engineering. Such obstructions or differences shall be brought to the attention of the Owner's Representative. In the event this notification is not performed, the Contractor shall assume full responsibility for any revision necessary.
2. All material and equipment shall be delivered to the job site in unbroken reels, cartons or other packaging to demonstrate that such material is new and of a quality and grade in keeping with the intent of these specifications.

##### B. Site Conditions

1. All scaled dimensions are approximate. The Contractor shall check and verify all size dimensions and receive Owner's Representative approval prior to proceeding with work under this Section.
2. Exercise extreme care in excavating and working near existing utilities. Contractor shall be responsible for damage to utilities which are caused by his operation or neglect. Check existing utilities drawings for existing utility locations.
3. Coordinate installation of irrigation materials, including pipe, so there shall be no interference with utilities or other construction or difficulty in planting trees, shrubs, and ground covers. Contractor shall coordinate with other Contractors to insure timely placing of necessary sleeves, wires and pipes under walks, curbs and paving.
4. Design Pressure: This irrigation system has been designed to operate with a minimum static inlet water pressure as shown on the drawings. The Contractor shall take a pressure reading prior to beginning construction. If the pressure reading is less than indicated, the Contractor shall notify the Owner's Representative.

#### 3.2 PREPARATION

##### A. Physical Layout

1. Prior to installation, the Contractor shall stake out all pressure supply lines, location of remote control valves, sprinkler heads, controllers, gate valves and quick-coupling valves.
2. All layout shall be approved by Owner's Representative prior to installation. Prior approval shall be obtained for valves, controllers, main line routing, quick-coupling valves, backflow preventer and sprinkler locations.
3. Sprinkler head layout: Sprinkler head layout shall be accomplished using a Global Positioning System referenced to the Irrigation Plan locations and shall be located within 3 inches plus or minus from the center of the head symbol shown on the plan. Relative elevations shall also be recorded at each point and the information shall be turned over to the Owner's Representative in hard and digital copies. Layout shall be performed by a surveyor registered in the State of Arizona. The layout shall be flagged and nailed for approval and adjustment by the Owner's Representative prior to trenching. Nails shall be removed prior to trenching and all nails need to be accounted for.

B. Water Supply

1. Irrigation system shall be connected to water supply points of connection as indicated on the drawings.
2. Connections shall be made at approximate locations as shown on the drawings. Contractor is responsible for minor changes caused by actual site conditions.

### 3.3 EXCAVATION AND BACKFILL

- A. Trenching: Dig trenches straight and support pipe continuously on bottom of trench. Lay pipe to an even grade. Trenching excavation shall follow layout indicated on drawings and as noted. If the bottom of a pipe trench excavation is found to consist of rock, caliche, or any other material that, by reason of its hardness, cannot be excavated to give a uniform bearing surface, said rock or other material shall be removed for at least 3" below the specified trench depth, and be refilled to specified trench depth with sand or similar material thoroughly tamped into place.
- B. Burial of Pipe: Burial of pipe shall be as follows:
1. Main Line:
    - a. Up to 4" diameter: 24" minimum coverage.
    - b. 4" diameter: 30" minimum coverage.
    - c. 6" diameter: 36" minimum coverage.
  2. Sleeves 24" minimum coverage under vehicular paving
  3. All Other Sleeves 18" minimum coverage.
  4. Sprinkler Laterals 18" minimum coverage.

5. Irrigation Control Wire 18" minimum coverage.
6. Emitter Laterals 12" minimum coverage.

C. Backfilling

1. The trenches shall not be backfilled until all required tests are performed. Trenches shall be carefully backfilled in 6" lifts with the excavated materials approved for backfilling, consisting of earth, loam, sandy clay, sand, or other approved materials, free from clods of earth or stones larger than 1" in diameter. Backfill shall be mechanically compacted in landscaped areas to a dry density equal to adjacent undisturbed soil in planting areas. Backfill will conform to adjacent grades without dips, sunken areas, humps or other surface irregularities. Backfilling shall not be performed while trenches or backfill material is in a wet or muddy condition.
2. A fine granular material backfill will be initially placed on all lines to a depth of 3". No foreign matter larger than 1/2" in size will be permitted in the initial backfill.
3. Flooding of trenches will be permitted only with approval of the Owner's Representative.
4. If settlement occurs and subsequent adjustment in pipe, valves, sprinkler heads, lawn or planting, or other construction are necessary, the Contractor shall make all required adjustments without cost to the Owner.

D. Trenching and Backfill Under Paving

1. Trenches located under areas where paving, asphaltic concrete or concrete will be installed shall be backfilled with sand (a layer 6" below the pipe and 3" above the pipe) and compacted in layers to 90% compaction, using manual or mechanical tamping devices. Trenching for piping shall be compacted to equal the compaction of the existing adjacent undisturbed soil and shall be left in a firm, unyielding condition. All trenches shall be left flush with the adjoining grade. The sprinkler irrigation Contractor shall set in place, cap, and pressure test all piping under paving prior to the paving work.
2. Provide for a minimum cover of 24" between the top of the pipe and the bottom of the aggregate base for all pressure and non-pressure piping installed under asphaltic concrete paving.

### 3.4 ASSEMBLIES

- A. Routing of sprinkler irrigation lines as indicated on the drawings is diagrammatic. Install lines and various assemblies to conform with the details shown on drawings and in accordance with the manufacturer's recommendations.
- B. Install no multiple assemblies on plastic lines. Provide each assembly with its own outlet.

- C. Install all assemblies specified herein in accordance with respective detail. In absence of detail drawings or specifications pertaining to specific items required to complete work, perform such work in accordance with best standard practice with prior approval of Owner's Representative.
- D. PVC pipe and fittings shall be thoroughly cleaned of dirt, dust and moisture before installation. Installation and solvent-welding methods shall be recommended by the pipe and fitting manufacturer. Primer shall be used on all solvent weld joints. No solvent weld joint shall be submitted to water pressure until curing for 24 hours minimum.
- E. On PVC to metal connections, the Contractor shall work the metal connections first. Teflon paste or approved equal shall be used on all threaded PVC to PVC joints, and on all threaded PVC to metal joints. Light wrench pressure is all that is required. Where threaded PVC connections are required, use threaded PVC adapters into which the pipe may be welded. Teflon tape shall not be accepted.
- F. Gasket pocket pipe and fittings shall be assembled in strict accordance with the manufacturer's recommendations. Only recommended lubricant will be permitted.
- G. Concrete thrust blocks shall be installed at specific locations per manufacturer's recommendations and instructions. Thrust blocks shall be installed for main lines at all changes in direction, tees, and gate valves for all main lines larger than 2". All thrust blocks must bear on undisturbed soil. Mechanical restraints may be required as directed by Owner's Representative.

### 3.5 PVC PIPE INSTALLATION

- A. Piping shall be snaked in the trench to allow for thermal expansion and contraction.
- B. After all curing of solvent weld joint and after having received the approval of the Owner's Representative, the mainline shall be filled. Extreme care will be taken to slowly fill the piping while releasing entrapped air at the ends of the main line.
- C. All lines shall have a minimum clearance of 6" from each other, and from lines of other trades. Parallel lines shall not be installed directly over one another.
- D. Manufacturing's installation recommendations shall be strictly adhered to.

### 3.6 SPRINKLER HEADS

- A. Install the sprinkler heads as designated on the drawings. Sprinkler heads to be installed in this work shall be shown on the drawings.
- B. Spacing of heads shall not exceed the maximum indicated on the drawings. In no case shall the spacing exceed the maximum recommended by the manufacturer.



### 3.7 FLUSHING OF SYSTEM

- A. After all new sprinkler pipe lines and risers are in place and connected, all necessary diversion work has been completed, and prior to installation of sprinkler heads, the control valves shall be opened, and a full head of water used to flush out the system.
- B. Sprinkler heads shall be installed only after flushing of the system has been accomplished to the complete satisfaction of the Owner's Representative.

### 3.8 TEMPORARY REPAIRS

The Owner reserves the right to make temporary repairs as necessary to keep the sprinkler system equipment in operating condition. The exercise of this right by the Owner's Representative shall not relieve the Contractor of his responsibilities under the terms of the guarantee is herein specified.

### 3.9 REMOTE CONTROL VALVES

Install remote control valves where shown on drawings and details. When grouped together, allow at least 1" between valve boxes. Install each remote control valve in a separate valve box. Locate adjacent and perpendicular to walks or curbs where possible. All electric control valves shall be tagged with permanent tags and markings indicating valve number, controller, controller station type and location of heads and emitters on the valve. Piping connecting the main line with the valve shall be the same size as the largest lateral pipe size for that zone. Reducing fitting shall occur at the unions and ball valve on either side of the valve. Each remote control valve shall have a separate tee from the main line.

### 3.10 EMITTER ASSEMBLIES

- A. Emitters shall be installed as shown on the drawings and the type specified.
- B. All distribution tubing shall fit tightly on the inlet and discharge sides of the emitter.
- C. Emitters shall be installed with system pressurized and after the system has been completely flushed.

### 3.11 FLUSHING OF SYSTEM

- A. After all emitter laterals and risers are in place and connected and prior to installation of emitters, the control valves shall be opened, and a full head of water used to flush out the system.
- B. Emitters shall be installed only after flushing of the system has been accomplished to the complete satisfaction of the Owner's Representative.

### 3.12 EMITTER FLUSH VALVES

- A. Install emitter flush valves at the end of each emitter lateral or branch lateral with more than five emitters. Install one per loop at the greatest distance from the source.

### 3.13 CONTROL WIRE INSTALLATION

- A. All control wire less than 2500 feet in length shall be continuous without splices or joints from the controller to the valves. Connections to the electric valves shall be made within 18" of the valve using connectors specified in Paragraph 2.06, unless otherwise approved by the Owner's Representative in writing.
- B. All control wires shall be installed at least 18" deep. Contractor shall obtain the Owner's Representative's approval for wire routing when installed in separate ditch. Control wires may be installed in a common ditch with piping; however, wires must be installed a minimum of 4" below or to one side of piping.
- C. All wire passing under existing or future paving, sidewalk, construction, etc., shall be encased in PVC Schedule 40 conduit extending at least 24" beyond edges of paving, sidewalks or construction. All such sleeving shall be shown on the record drawings.

### 3.14 FIELD QUALITY CONTROL

- A. Adjustment of the system
  - 1. The Contractor shall flush and adjust all sprinkler heads for optimum performance and to prevent, as much as possible, overspray onto walks, roadways, and buildings.
  - 2. If it is determined that adjustments in the irrigation equipment will provide proper and more adequate coverage, the Contractor shall make such adjustments prior to planting. Adjustments may also include changes in nozzle sizes and degrees of arc as required. Such changes shall be approved in advance by the Owner's Representative and will be done at no cost to the Owner.
  - 3. Lowering raised sprinkler heads by the Contractor shall be accomplished within 10 days after notification by Owner.
  - 4. All sprinkler heads shall be set perpendicular to finished grades unless otherwise designated on the plans. On slopes, heads shall be angled for optimum coverage.
  - 5. Owner's Representative to approve all head locations and reserves the right to request Contractor to make minor adjustments to head placement or nozzle selection at no cost to the Owner.
  - 6. All parts of the irrigation system and associated equipment shall be adjusted to function properly and shall be turned over to the Owner in operating condition.
- B. Testing of Irrigation System:

1. The Contractor shall request the presence of the Owner's Representative at least 48 hours in advance of testing.
2. Test all pressure lines under hydrostatic pressure of 125 psi and prove water tight.
3. All piping under paved areas shall be tested under hydrostatic pressure of 125 psi and proved water tight prior to paving.
4. All PVC lateral line pipe shall be tested at working line pressures with couplings exposed and swing joints and other outlets capped.
5. Sustain pressure in lines for not less than two hours. Pipe sections shall be center loaded and all couplings shall be exposed. Before testing, the line shall have been filled with water for at least four hours and provisions made for thoroughly bleeding the line of air.
6. All hydrostatic tests shall be made only in the presence of Owner's Representative. No pipe shall be backfilled until it has been inspected, tested and approved in writing.
7. Furnish necessary force pump and all other test equipment.
8. When the sprinkler irrigation system is completed, perform a coverage test in the presence of the Owner's Representation to determine if the water coverage for planting areas is complete and adequate. Furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from plans or where the system has been willfully installed as indicated on the drawings when it is obviously inadequate without bringing this to the attention of the Owner's Representative. This test shall be accomplished before any ground cover is planted.
9. Upon completion of each phase of work, entire system shall be tested and adjusted to meet site requirements.

### 3.15 MAINTENANCE

- A. The entire irrigation system shall be under full automatic operation for a period of seven days prior to any planting.
- B. The Owner's Representative reserves the right to waive or shorten the operation period.
- C. Contractor shall provide job maintenance of the entire irrigation system and shall continue until job acceptance by the Owner. Maintain all system components and assure proper watering of all plants. Repair any leaks and replace any defective components. After all landscape and irrigation operations are complete and in conformance with the contract documents, the Owner shall grant provisional acceptance.
- D. Following provisional acceptance, the Contractor shall provide job maintenance for 180 days consisting of all items covered under maintenance alone. Following the 180-day maintenance period, the Owner shall grant final job acceptance after verifying all work and system

components are in conformance with the contract documents. Contractor shall still warranty the irrigation system per section 1.4 for two years.

### 3.16 CLEANUP

- A. Cleanup shall be made as each portion of work progresses. Refuse and excess dirt shall be removed from the site, all walks and paving shall be broomed or washed down, and any damage sustained on the work of others shall be repaired to the original conditions acceptable to the Owner's Representative.

### 3.17 FINAL OBSERVATION PRIOR TO ACCEPTANCE

- A. The Contractor shall operate each system in its entirety for the Owner's Representative at the time of final observation. Any items deemed not acceptable shall be reworked to the complete satisfaction of the Owner's Representative.
- B. The Contractor shall show evidence to the Owner's Representative that the Owner has received all accessories, charts, record drawings, and equipment as required before final observation can occur.

### 3.18 OBSERVATION SCHEDULE

- A. Contractor shall be responsible for notifying the Owner's Representative in advance for the following observations according to the time indicated:
  - 1. Pre-job conference – 7 days
  - 2. Pressure supply line installation and testing – 48 hours
  - 3. Automatic controller hook up – 48 hours
  - 4. Sprinkler layout – 48 hours
  - 5. Lateral line and sprinkler installation – 48 hours
  - 6. Coverage test – 48 hours
  - 7. Final observation – 7 days
- B. When the inspections have been conducted by other than the Owner's Representative, show evidence of when and by whom these inspections were made.
- C. In the event the Contractor calls for an observation without completing previously noted corrections, or without preparing the system for observations, he shall be responsible for reimbursing the Owner's Representative at the hourly rate in effect at the time of the observation, (plus transportation cost) for the inconvenience. No further inspections will be scheduled until this charge has been paid.

END OF SECTION

**329223 TURF (SOD)****PART 1 – GENERAL****1.1 DESCRIPTION**

- A. The Contractor shall furnish all labor, material and equipment required to complete the work described herein in strict accordance with the terms and of this specification and the Contract Documents.
- B. The work shall be for new sodded turf areas indicated on the plans and shall include incorporation of topsoil, soil amendments, fine grading, planting, turf establishment and maintenance.

**1.2 REQUIREMENTS**

- A. Turf planting contractor shall coordinate planting procedures with the irrigation contractor to make certain all heads, lines and other system components are properly located and at the correct elevations.
- B. The playfield shall be surveyed as described in this Specification for approval by Owner's Representative.

**1.3 SUBMITTALS**

- A. Prior to delivery of materials, certificates of compliance shall be submitted certifying that materials meet the requirements specified. Copies of the statements for the following materials shall be submitted.
  - 1. Sod: The grower will submit to the Owner's Representative, prior to delivery, information as to the field location, species, purity and quality of the grass sod he intends to deliver.
  - 2. Imported Topsoil: Submit horticultural analysis of proposed topsoil. Analysis to provide information confirming that topsoil meets or exceeds requirements listed below under Section 2.01 C: Imported Topsoil.
- B. Manufacturer's Literature: Discussing physical characteristics, application and installation instructions for soil amendments.
- C. Delivery Schedule: Submittal of the schedule shall be at least 10 days before delivery.
- D. Construction Schedule: Schedule for all work including soil preparation, date when soil amendments will be added and sodding dates. Owner's Representative shall receive 48 hours notice of any changes in the schedule.
- E. Chemical Treatment Plan: Chemical treatment plan shall be submitted with proposed sequence of chemical treatment work. The common name, chemical composition, formulation, concentration, rate and method of application for all materials furnished; and the name and license of the state certified applicator(s) shall be included.

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## **329300 LANDSCAPING**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions apply to this section.

#### **1.2 SCOPE**

- A. Furnish all work as evident on drawings and specified herein or required to complete all landscaping and shall include, but not necessarily limited to, the following work:
  - 1. Fine grade, shape final landform, and assure of positive drainage without erosion in all landscape areas.
  - 2. Excavate tree pits and shrub holes.
  - 3. Provide and plant all materials shown on the plan and plant list.
  - 4. Stake and protect all trees and planted areas as needed.
  - 5. Prepare area and place decomposed granite.
  - 6. Maintain all plant material until maintenance responsibility is transferred to Owner upon substantial completion.
  - 7. Clean up all areas prior to substantial completion, including debris, stains, and dirt from walks and beds.
- B. These specifications are complementary to the notes on the drawings.

#### **1.3 APPROVALS**

- A. All materials are subject to the approval of the Owner's Representative who shall have the power to reject any material or workmanship found to be defective or not in conformance with the plans and specifications.

#### **1.4 STORAGE**

- A. Store chemical fertilizers in a weatherproof storage place.

#### **1.5 GUARANTEE**

- A. Guarantee plants for one year against disease and unsatisfactory growth, except for such problems resulting from neglect or from abuse or damage caused by others or caused by unusual phenomena beyond the Contractor's control. Remove and replace dead or unhealthy plants promptly during the growing season, or as otherwise directed by the Owner's Representative. The Guarantee period shall begin on the first day after the project has been accepted by the Owner in writing.

#### **1.6 SUBMITTALS**

- A. Send pre-emergent manufacturer's data for approval.

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