



5661 South Ironwood Drive | Apache Junction, Arizona 85120  
(480) 941-6754 | Fax (480) 671-3180 | [www.ajsewer.org](http://www.ajsewer.org)

## **BID PACKAGE**

### **PROJECT 25.15**

## **Construction of Operations & Maintenance Building**

**Issue Date: May 29, 2025**

**Bids for this Project are due by:**

**Wednesday, July 30, 2025 at 10:00 AM**

Apache Junction Sewer District  
5661 S. Ironwood Dr.  
Apache Junction, AZ 85120  
(480) 941-6767

## **INSTRUCTIONS TO BIDDERS**

### **PROJECT 25.15 Construction of Operations & Maintenance Building**

1. Definitions
2. Project Description
3. Examination of Bid Documents
4. Qualification of Bidders
5. Disqualification of Bidders
6. Preparation of Bid Proposals
7. Disclosure Requirement
8. Submission of Bid Proposal
9. Consideration of Bid Proposals
10. Award of Contract
11. Notice to Proceed
12. Bonds
13. Certificates of Insurance
14. Permits, Fees, and Licenses
15. Interpretation of Documents
16. Completion Date
17. Liquidated Damages
18. Subcontractors
19. Pre-Bid Construction Meeting
20. Guarantees
21. Prevailing Wage
22. Utility Locations
23. Acceptance of Project
24. Payment
25. Safety
26. City Sales Tax
27. Construction Staking
28. Exhibits

**ATTACHED FORMS:**

- BID UNDERSTANDING & AGREEMENT
- COST PROPOSAL
- EXCEPTIONS - ADDITIONS - CORRECTIONS
- LIST OF SUBCONTRACTORS
- CERTIFICATE OF INSURANCE
- STATUTORY PERFORMANCE BOND
- STATUTORY PAYMENT BOND

## **INSTRUCTIONS TO BIDDERS**

### **PROJECT 25.15** **Construction of Operations & Maintenance Building**

To be considered, Bids must be made in accord with these Instructions to Bidders.

#### **1. DEFINITIONS**

A. **BIDDER**

Bidder shall mean any person, corporation or other entity who submits a bid proposal to the Apache Junction Sewer District pursuant to these documents.

B. **SUCCESSFUL BIDDER**

Successful Bidder shall mean the person or entity who submits a bid which the District determines is the lowest qualified Bidder and/or the best qualified Bidder and to whom the District awards the bid.

C. **CONTRACTOR**

A Contractor shall mean an individual, corporation or other entity to which the contract is awarded to do the work as specified in the contract documents.

D. **DISTRICT**

The District means the Apache Junction Sewer District.

E. **WORK**

Any or all of the improvements or construction services mentioned and authorized to be made and all expenses, labor, materials, permits, equipment, utilities, transportation, and management necessary or incidental thereto.

#### **2. PROJECT DESCRIPTION**

Work to be done under the contract consists of providing each and every item of expense necessary for providing construction services, which includes:

The construction of an operations & fleet maintenance facility with parking canopy on existing Sewer District site, along with associated parking and site improvements. This work shall consist of site improvements for automobile parking with deferred canopies and site lighting; a 2-story pre-engineered metal maintenance building with office, control room, storage and maintenance bays, providing flexible storage area (no high racking), and vehicle lift to 2<sup>nd</sup> story; and a fleet vehicle canopy with adjacent wash-down area as described and outlined in **Exhibit A** Project Drawings, and **Exhibit B** Technical Specifications, designed by Architect Stantec Architecture Inc. and Stantec Consulting Services Inc. **Exhibit C**, AIA Document A201-2007 shall provide General Conditions of the Contract for Construction. Dirt Stockpile & Hydrant Locations can also be found in **Exhibit D** of this document.

All work shall be subject to the Technical Specification as found in Exhibit B.

### **3. EXAMINATION OF BID DOCUMENTS**

The Bidder shall carefully examine and study the bid documents, including but not limited to the specifications and drawings necessary to receive the award of the Construction Contract, and is encouraged to visit the site of work to fully inform themselves as to all existing conditions and limitations. The submission of a proposal shall be evidence that the Bidder has made a thorough examination of the project and documents, and unless any exceptions, additions or corrections are noted in writing on the document Exceptions-Additions-Corrections, intends to supply each and every item of expense necessary for providing the total construction services of the project, including, but not limited to, permits, labor, materials, equipment, transportation, utilities, project coordination, oversight, management and other incidentals.

### **4. QUALIFICATION OF BIDDERS**

Each Bidder shall be licensed to do business as a contractor in the State of Arizona and shall provide a copy of their license attached with the bid form. The successful Bidder must also be licensed in the City of Apache Junction. Each Bidder shall have sufficient personnel to undertake the work, including personnel with sufficient experience and formal training to meet the OSHA definition of a Competent Person for the work to be performed. Each Bidder shall also have sufficient equipment to provide the service required by the District, and shall have a history of providing satisfactory performance for their previous customers. The District may conduct any investigation it deems necessary to determine the Bidder's performance capabilities.

### **5. DISQUALIFICATION OF BIDDERS**

The District shall have the right to reject any or all bids, before or after opening, and to reject bids not accompanied by attachments or in any way incomplete or irregular. As examples, any one of the following is sufficient grounds for the disqualification of a Bidder and rejection of its bid:

- A. Submission of more than one proposal for the same materials or equipment from an individual, firm, partnership or corporation under the same or different names.
- B. Evidence of collusion among Bidders.
- C. Failure to fully complete all parts of the bid proposal or failure to submit the proposal in accordance with the requirements of the Bid Documents.
- D. Failure to meet the qualifications for bidding or provide evidence of such qualifications when requested.

### **6. PREPARATION OF BID PROPOSAL**

All information requested on the bid proposal must be completed by the Bidder. The information must be typed or printed in ink and all numbers must be legible. The Bidder must sign the proposal correctly in ink at the space provided.

## **7. DISCLOSURE REQUIREMENT**

The Bidder must disclose as part of its bid any personal relationship it has or has had with employees, agents and other persons directly associated with the District prior to or as part of this bid. Any such disclosure shall be noted in writing on the document Exceptions-Additions-Corrections. Any such disclosure does not necessarily disqualify the Bidder.

## **8. SUBMISSION OF BID PROPOSAL**

The bid proposal together with required documents shall be submitted to the District in opaque, sealed envelopes bearing on the outside the Bidder's name and address and the Project name as denoted on the Notice and Call for Bids.

Bid proposals sent by mail shall be enclosed in a separate mailing envelope, clearly identifying the project, and shall be addressed to the District office. Bid proposals should be sent by registered mail, but failure to do so shall not disqualify a bid. No proposal will be considered unless received on or before the time and the place designated in the Notice and Call for Bids.

The bid proposal delivered to the District MUST contain the following in the envelope:

- BID UNDERSTANDING & AGREEMENT
- COST PROPOSAL
- EXCEPTIONS - ADDITIONS - CORRECTIONS
- LIST OF SUBCONTRACTORS
- COPY OF ARIZONA BUSINESS LICENSE

If awarded the bid, the Bidder must present the following completed forms at the time of the signing of the Construction Contract:

- CERTIFICATE OF INSURANCE
- STATUTORY PERFORMANCE BOND
- STATUTORY PAYMENT BOND
- FORM W-9

## **9. CONSIDERATION OF BID PROPOSALS**

Bids will be publicly opened and read aloud. The Bid shall be the correct summation of the items shown on the Cost Proposal. The contract for this project may be awarded to the qualified and responsible bidder whose proposal is satisfactory to the District. The District reserves the right to waive technicalities or informalities; to reject any or all proposals; and to accept the proposal deemed to be in the best interest of the District.

**Notwithstanding anything to the contrary contained herein, the District may reject the lowest bid in its sole and absolute discretion.**

## **10. AWARD OF CONTRACT**

If a contract is awarded, it will be awarded by the District on August 27, 2025. Notice to the Successful Bidder shall be reported to all Bidders. Nothing herein shall be construed to require the District to award a contract. All bids may be rejected.

## **11. NOTICE TO PROCEED**

The notice to the Successful Bidder shall serve as the District's acceptance of the proposal. Notice to Proceed with ordering the materials or equipment and scheduling work shall be obtained from the District in writing upon execution of the Construction Contract.

## **12. BONDS**

Contractor shall obtain and submit to District before any Work is performed:

### **A. Performance Bond**

The Contractor will be required to furnish non-revocable security binding the Contractor to provide faithful performance of the contract in the amount of 100% of the total Contract price payable to the District.

- a. Performance security will be in the form of a performance bond, certified check or cashier's check. If the contractor fails to execute the security document as required, the contractor may be found in default and the Contract may be terminated by the District. In case of default the District reserves all rights.
- b. All performance bonds must be executed on forms in this bid and incorporated by this reference. All performance bonds duly executed by the Bidder as Principal and having as Surety thereon a Surety Company holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties will have at the time of submission of the proposal and AM Best rating of "A-" or better.

### **B. Payment Bond**

The Contractor will 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 will be in the amount of 100% of the total Contract price and be payable to the District.

- a. Payment security will be in the form of a payment bond, certified check or cashier's check.
- b. All payment bonds will be executed on forms included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties will have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best

Key Guide, published by the A.M. Best Company, payable without condition to the District.

### **13. CERTIFICATES OF INSURANCE**

Contractor shall obtain and submit to District before any Work is performed, certificates from the Contractor's insurance carriers indicating the presence of coverages and limits of liability as set forth in the Contract documents, but in no event shall the coverages and limits be less than those specified as follows:

#### **A. Workers' Compensation**

Coverage A. Statutory Benefits.  
Coverage B. Employer's Liability.

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

Coverage must include a Waiver of Subrogation endorsement.

#### **B. Commercial Auto Coverage**

Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" (Symbol 1) or "All Owned, Scheduled, Hired and Non-Owned" (Symbols 7, 8, 9).

#### **C. Commercial General Liability**

Each Occurrence Limit	\$1,000,000
Personal Injury/Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

Coverage must include a Waiver of Subrogation endorsement.

Both policy forms must include:

- a. Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions and no Subsidence Exclusion.
- b. Products and Completed Operations coverage. Contractor agrees to maintain this coverage following completion of the Work and to continue to name the District as an Additional Insured for a period at least equal to the applicable statute of repose for latent defects.
- c. Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this the Contract.
- d. Broad Form Property Damage coverage, including completed operations or its equivalent.

- e. An endorsement naming the District, any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms CG2010 10/01 and CG2037 10/01 or equivalent. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.
- f. An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
- g. Coverage on an "Occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.
- h. Coverage to include general aggregate limits on a "per project" basis.

**D. Excess Liability**

Umbrella or Excess Liability of \$5,000,000 to extend the above liability coverages and limits to reach a total combined limit of:

Each Occurrence	\$6,000,000 (GL and Automobile)
Aggregate	\$7,000,000 (GL)

**E. Other Requirements**

- 1) All policies must be written by insurance companies whose rating, in the most recent Best's Rating Guide, is not less than A- VII. All coverage forms must be acceptable to Owner.
- 2) Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the District prior to commencement of any Work. Failure of the District to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the District to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance. The District shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the District.
- 3) The District reserves the right, in its sole discretion, to require higher limits of liability coverage if, in the District's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.
- 4) In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- 5) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall

- be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- 6) The District does not cover any tools or equipment owned or rented by Contractor including trailers, excavators, scaffoldings, or forms. Contractor is responsible for providing insurance coverage for such items.
  - 7) If the Contract Documents provide for an Owner Controlled Insurance Program ("OCIP") which provides coverage for the Work, the Contractor shall comply with all provisions of any such OCIP.

#### **14. PERMITS, FEES & LICENSES**

Contractor shall secure and pay for all applicable Federal, State, County or local permits and licenses including a City Business License. All subcontractors shall be licensed to do business in the State of Arizona and the City of Apache Junction.

The Contractor shall comply with all applicable provisions of the Arizona Revised Statutes and Arizona Administrative Code Rules and all other applicable legal provisions as set forth in local and Federal laws, ordinances or rules.

#### **15. INTERPRETATION OF DOCUMENTS**

Where a plan, specification or document appears ambiguous, or where any portion is not fully understood, the Contractor shall submit his question by email to [bids@ajsewer.org](mailto:bids@ajsewer.org). The subject line of the email must reference the Project Number and Name as denoted on the Notice and Call for Bids. Verbal explanations shall not be binding.

#### **16. COMPLETION DATE**

Based on a Notice to Proceed date of August 27, 2025, this project must be completed by October 30, 2026.

#### **17. LIQUIDATED DAMAGES**

Time is of the essence in the Contract. Failure to complete the work by October 30, 2026, to the satisfaction of the District will cause a loss to the District. Bidder hereby acknowledges that such loss could cause District resulting damages. Consequently, liquidated damages per Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction Table 108-1 will be deducted from the final payment for each calendar day the work is incomplete after October 30, 2026. Upon failure to complete the Work within the time specified, the District has the right to terminate the Contract and hire a new Contractor to complete the Work.

#### **18. SUBCONTRACTORS**

The Contractor must list the names, address and telephone number of any subcontracting firm retained for the project on the form provided in the Bid Proposal package. All Subcontractors must be licensed to do business in the State of Arizona and the City of Apache Junction.

## **19. PRE-BID CONSTRUCTION MEETING**

A mandatory pre-bid meeting will be held at 10:00 AM, June 18, 2025 in the District board room. Contractors will be allowed to ask questions. A Q&A document will be captured and posted on District website.

## **20. GUARANTEES**

The Contractor shall warrant to the District that materials and equipment furnished under the Contract will be of good quality and new, and that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirement of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

The Contractor shall guarantee all labor and workmanship and any materials it installs for a period of two (2) years following the date of completion and acceptance by the District. The guarantee will not apply to normal wear and tear, and defects caused by abuse.

If any portion(s) of the Work or any of the materials become defective within the guarantee period, the District will notify the Contractor of the defect. The Contractor must repair the defect within fifteen (15) days of such notification. If repairs are not completed within this time period, the District may repair the defect, or cause the defect to be repaired, and the cost of the repairs shall be paid by the Contractor. The District reserves the right to determine which defects are the result of poor labor and workmanship and which are caused by defective materials. The guarantee period on any defect of the Work that is repaired or replaced shall be one (1) year following the date of the repair or replacement.

## **21. PREVAILING WAGE**

The minimum rate of wage for all laborers and mechanics employed by the Contractor or any Subcontractor on the project shall be as required by State or Federal law.

## **22. UTILITY LOCATIONS**

The Contractor is responsible for coordinating with onsite utilities and Blue Stake for utility locations.

## **23. ACCEPTANCE OF PROJECT**

Upon notice that the Work is ready for final inspection or acceptance, the District's authorized representative shall promptly make an inspection. When the District's authorized representative finds the Work acceptable under the terms of the Contract Documents, the Contractor shall submit an invoice to the District for the balance due the Contractor.

## **24. PAYMENT**

The Contract sum shall be the total amount payable by the District to the Contractor for the performance of the Work under the Contract Documents with the addition of changes authorized by properly executed Change Orders. Upon completion of the Work, the District will, after receipt of proper invoice, pay the

amount due the Contractor. If the District believes that additional work such as clean-up is required, it may deduct the total cost of such additional work from the amount to be paid to the Contractor.

## **25. SAFETY**

The Work is to be governed at all times by applicable provisions of both State and federal laws, which laws include, but are not limited to, the latest amendments to the following:

- i. Federal Occupational Safety & Health Act of 1970 (P.L. Law 91-596).
- ii. State of Arizona, Occupational Safety and Health Standards for General Industry, 29 CFR Part 1910.
- iii. State of Arizona, OSHA Safety and Health Standards for the Construction Industry, 29 CFR Part 1926.

The Contractor shall provide all shoring, safety devices and protective equipment and take any other needed actions, on his own responsibility, as reasonably necessary to protect the life and the health of employees on the job, and the safety of the public. The Contractor shall provide and make available at the work site on a daily basis, an OSHA defined Competent Person for the work to be performed, that is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

The Competent Person shall, on a daily basis, provide a safety inspection of the work site and quantify such inspections in a log, binder, or journal that shall be made available for District inspection.

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, warning signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public in accordance with City of Apache Junction requirements.

## **26. CITY SALES TAX**

The City of Apache Junction taxes gross income received by a construction contractor within the City. The prime Contractor is responsible for the reporting and payment of any and all taxes. For further information, contact the City's Business License Clerk, at [\(480\) 474-5061](tel:4804745061).

Gross income derived by acting as a subcontractor shall be exempt. To qualify as a subcontractor, the prime construction contractor must provide the subcontractor with a written declaration that the prime contractor is liable for the tax on the project and provides the subcontractor both his Arizona Transaction Privilege License number and his City Privilege License number.

## **27. CONSTRUCTION STAKING**

The Contractor will provide construction stakes for alignment and depth. Protection of all such points shall be the contractor's responsibility.

## **28. EXHIBITS**

The following exhibits, with reference to the scope of work in which they are first referenced, are incorporated by this reference.

Exhibit A	Project Drawings
Exhibit B	Technical Specifications
Exhibit C	General Conditions
Exhibit D	Dirt Stockpile & Hydrant Locations



APACHE JUNCTION SEWER DISTRICT

Attachment A  
Cost Proposal

Project 25.15  
Construction of Operations & Maintenance Building

PRICE SCHEDULE

Item #	Item Description	Unit	Bid Quantity	Unit Cost	Item Total
Division 1	General Requirements				
Division 3	Concrete				
Division 4	Masonry				
Division 5	Metals				
Division 6	Wood, Plastics, and Composites				
Division 7	Thermal and Moisture Protection				
Division 8	Openings				
Division 9	Finishes				
Division 10	Specialties				
Division 12	Furnishings				
Division 13	Special Conditions				
Division 14	Conveying Equipment				
Division 20	General Mechanical				
Division 21	Fire Suppression				
Division 22	Plumbing				
Division 23	Heating, Ventilating and Air-Conditioning (HVAC)				
Division 26	Electrical				
Division 27	Communications				
Division 28	Electronic Safety & Security				
Division 31	Earthwork				
Division 32	Exterior Improvements				
				<b>TOTAL BID:</b>	<b>\$</b>

# APACHE JUNCTION SEWER DISTRICT

## EXCEPTIONS - ADDITIONS – CORRECTIONS

## PROJECT 25.15

## Construction of Operations & Maintenance Building

**BIDDER:** \_\_\_\_\_

For uniformity comparison purposes, all previous documents shall be completed as received from the Apache Junction Sewer District of Apache Junction. Should the Bidder wish to note any exceptions, additions, or corrections, do so separately on this page and submit with bid.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

APACHE JUNCTION SEWER DISTRICT

LIST OF SUBCONTRACTORS

PROJECT 25.15  
Construction of Operations & Maintenance Building

BIDDER: \_\_\_\_\_

**SUBCONTRACTOR #1**

Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Principal: \_\_\_\_\_

**SUBCONTRACTOR #2**

Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Principal: \_\_\_\_\_

**SUBCONTRACTOR #3**

Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Principal: \_\_\_\_\_

**SUBCONTRACTOR #4**

Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Principal: \_\_\_\_\_

APACHE JUNCTION SEWER DISTRICT

CERTIFICATE OF INSURANCE

PROJECT 25.15  
Construction of Operations & Maintenance Building

The \_\_\_\_\_ certifies that the following insurance policies have been issued on behalf of:

Name of Insured: \_\_\_\_\_

Address of Insured: \_\_\_\_\_

INSURANCE	POLICY NO.	EFFECTIVE	EXPIRATION	LIMITS
Workman's Compensation				\$1,000,000 / \$1,000,000 / \$1,000,000
Contractual Bodily Injury & Property Damage				\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Automobile Bodily Injury & Property Damage				\$1,000,000 Each Person \$1,000,000 Each Occurrence

It is further agreed that these policies shall not expire, be canceled or changed except as permitted in the Contract Documents. If a policy does expire during the life of the contract, a renewal Certificate of the required coverage must be sent to the District not less than five (5) days prior to the expiration date. This Certificate is not valid unless signed by an authorized representative of the Insurance Company.

Insurance by: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

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

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



## ARIZONA STATUTORY PERFORMANCE BOND

### PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of this CONTRACT amount)

#### KNOW ALL MEN BY THESE PRESENTS THAT:

(hereinafter "Principal"), as Principal, and;

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_ within its principal offices in the City of \_\_\_\_\_ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Superstition Mountains Community Facilities District No. 1 (hereinafter "Obligee"), in the amount, for the payment whereof, 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 certain written CONTRACT with the Obligee on \_\_\_\_\_ for: \_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

WHEREAS, payment will be made by Surety to Obligee upon failure of Principal to faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of the Contract regarding the performance of the contract and presentation of such to Surety by a claim stating that: "The Principal is in default, such condition has existed for over 90 days, and the Obligee is hereby exercising its rights under bond no. \_\_\_\_\_." which has been prepared and signed by the Obligee's representative and witnessed by a notary.

NOW, THEREFORE, THE CONDITION OF THE 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 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 Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

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

Witness this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_  
Principal

By \_\_\_\_\_  
Surety



## ARIZONA STATUTORY PAYMENT BOND

---

**PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES**  
**(Penalty of this bond must be 100% of this CONTRACT amount)**

**KNOW ALL MEN BY THESE PRESENTS THAT:**

\_\_\_\_\_  
(hereinafter "Principal"), as Principal, and;

\_\_\_\_\_  
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_  
within its principal offices in the City of \_\_\_\_\_ holding a certificate of authority to transact surety  
business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1,  
as Surety, are held and firmly bound unto Superstition Mountains Community Facilities District No. 1 (hereinafter  
"Obligee"), in the amount of \_\_\_\_\_, for the payment whereof, 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 certain written CONTRACT with the Obligee on \_\_\_\_\_  
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 THE 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 Title 34, Chapter 2, Article  
2, Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions,  
conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were  
copied at length in this agreement.

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

Witness this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_  
Principal

By \_\_\_\_\_  
Surety