



## Notice of Solicitation

### **REQUESTS FOR PROPOSALS**

**Project Number: 26.01**

### **Solar Power for Apache Junction Sewer District Water Reclamation Facility**

**RFP Issue Date:** July 14, 2025

**RFP Due Date and Time:** August 11, 2025– 10:00 A.M. Local Arizona Time

**Last Day for Questions:** August 1, 2025– 3:00 P.M. Local Arizona Time

**Pre-Proposal Conference:** None

Notice is hereby given that sealed proposals will be received by the Apache Junction Sewer District (the “District”), until the date and time cited above. Responses received by the correct date and time will be opened publicly and read aloud immediately after the hour of closing.

To attend the response reading at 10:00 A.M. local Arizona time on the due date, the District invites you to join us at the District office, 5661 S. Ironwood Dr., Building B (Board Room), Apache Junction, AZ 85120.

Questions concerning this Solicitation should be submitted in writing through Apache Junction Sewer District provided email address [bids@ajsewer.org](mailto:bids@ajsewer.org).

**NOTE:** APACHE JUNCTION SEWER DISTRICT PUBLISHES ITS SOLICITATIONS, ATTACHMENTS, AND ADDENDA ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS: <https://ajsewer.org>.

Current contracts and related information are available for viewing and/or downloading at: <https://ajsewer.org>.

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## ADMINISTRATIVE OVERVIEW/INSTRUCTIONS

### 1.1 OVERVIEW

The Apache Junction Sewer District (hereinafter “District”) has issued this Request for Proposal (“RFP”) to solicit proposals from qualified and experienced firms (hereinafter “Respondent”) for the design, engineering, procurement, and installation of a solar photovoltaic (PV) system at District wastewater treatment facility.

Please read the entire Solicitation package and submit the proposal in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the proposal.

Responses must be in the actual possession of Apache Junction Sewer District, on or before the exact date and time indicated. Late submittals shall not be considered under any circumstances.

### 1.2 INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE

Respondents must submit their responses in an opaque, sealed envelopes bearing on the outside the Bidder’s name and address and the project number and name as denoted on the Request for Proposal.

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

Respondents shall provide their Responses in accordance with the following form and content requirements:

- a. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the District set forth in the Response.
- b. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

### 1.3 PROCUREMENT CONTACT

Throughout this RFP process, Respondents shall NOT contact or communicate with any District employees regarding this procurement. Any violation of these requirements by a Respondent may constitute grounds for immediate disqualification from this procurement.

#### 1.4 PROCUREMENT SCHEDULE

The District will make every effort to adhere to the schedule below. All times are local Arizona time. Note: This schedule is subject to change by the District at any time.

ACTIVITY	DATE & TIME
Solicitation Issued	July 14, 2025
Deadline for Submitting Questions (by Respondent)	August 1, 2025 by 3:00pm
<b>Solicitation Response Due Date</b>	<b>August 11, 2025 by 10:00am</b>
Anticipated Intent to Award	August 27, 2025
Anticipated Start Date of Contract	August 27, 2025

#### 1.5 QUESTIONS AND COMMUNICATION

Respondents are expected to promptly review this RFP document, including all exhibits, appendices, attachments, submittals, and any addenda. If a Respondent finds discrepancies, errors, or omissions, or should there be any doubt as to the true meaning of anything in the RFP, the Respondent shall submit a question to clarify this information. The District shall not be responsible for any misunderstanding on the part of the Respondent concerning this RFP.

All questions or clarifications shall be submitted in writing through the Apache Junction Sewer District email address [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 Request for Proposal. Verbal explanations shall not be binding. Questions or clarifications shall be submitted no later than the date and time set out in Section 1.4. The question(s) submitted should specify the RFP section, page number, and topic to be clarified.

#### 1.6 AMENDMENTS

The District may issue addenda or amendments to this RFP, respond to Respondents' questions, or provide clarification to information stated within this RFP. All amendments will become part of this RFP and will be deemed to have been considered by the Respondent in its Proposal. Respondents shall not rely upon any statements made by any person, other than statements issued through an amendment. It is the responsibility of the Respondent to ensure all amendments are received and considered in the proposal.

Amendments will be posted online on the District's Website. Contractors are cautioned to check the District Website for addenda before submitting their Response. The District will not be held responsible if a vendor fails to receive any addenda issued. *The District shall not be responsible for any oral changes to these specifications made by any employees or officer of the District and Respondents are cautioned not to rely on any such changes. Verbal clarifications shall not be binding.* Failure to acknowledge receipt of an addendum may result in disqualification of a Response.

#### 1.7 DISCLOSURES

- a. **RESPONSE FIRM TIME:** Responses shall remain firm and unaltered after opening for **one hundred eighty (180)** Days unless the time is extended or amended as agreed upon by Respondent and the District. Examples of where an extension or amendment may be

necessary include but are not limited to: (i) contract negotiations with selected Respondent; (ii) submission of a Best and Final Offer by Respondent; (iii) District needing additional time to review responses. The District may accept the Response, subject to successful contract negotiations, at any time during this period.

- b. LOBBYING PROHIBITION:** Any communication regarding this Solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this Solicitation and the District including, but not limited to, District Board of Directors City Council, District employees, and consultants hired to assist the District in the Solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the Solicitation until the District cancels the Solicitation, rejects all Responses, awards a contract, or otherwise takes action that ends the Solicitation process. This section shall not prohibit public comment at any District Board meetings, or work sessions.

This prohibition shall not apply to Respondent-initiated communication with the contact(s) identified in the Solicitation or District-initiated communications for the purposes of conducting the procurement including, but not limited to, vendor conferences, clarification of Responses, presentations if provided pursuant to the Solicitation, requests for Best and Final Responses, contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

- c. COMMENCEMENT OF WORK:** If a Respondent begins any billable work before the District's final approval and execution of the contract, Respondent does so at its own risk.
- d. RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine, and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. The District is not responsible for and will not pay any costs associated with the preparation and submission of a Response. Respondents are cautioned to verify their Responses before submission, as amendments to or withdrawal of Responses submitted after the time specified for the opening of Responses may not be considered. The District will not be responsible for any Respondent errors or omissions.
- e. MODIFICATION/WITHDRAWAL OF RESPONSE:** Written requests to modify or withdraw a Response received by the District before the scheduled opening time for Responses will be accepted and will be corrected after the Response due date and time. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the Response and marked as a MODIFICATION or WITHDRAWAL of the Response. Requests for withdrawal after the Response Due date and time will only be granted upon proof of undue hardship and may result in the forfeiture of any Response security. Any withdrawal after the Response due date and time shall be allowed solely at the District's discretion.
- f. DEBARMENT DISCLOSURE:** If the Respondent 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 agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and

address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for an award of the Solicitation.

- g. RESERVATIONS:** The District reserves the right to reject any or all Responses or any part thereof; to re-issue the Solicitation; to reject non-responsive or non-responsible Responses; to reject unbalanced Responses; to reject Responses where the terms, prices, or awards are conditioned upon another event; to reject individual Responses for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, informalities, technicalities or form errors in any Response; to conduct exclusive or concurrent negotiations of any terms, conditions, or exceptions taken by a Respondent or the terms of any agreement/document a Respondent would require the District to sign should Respondent be awarded a contract; and to reject Responses that are outside the District's budgeted amount for the materials or services that are the subject of the Solicitation. The District may seek clarification of the Response from Respondent at any time, and failure to respond is cause for rejection. Submission of a Response confers no right to an award or a subsequent contract. The District is charged by its Charter to make an award that is in the best interest of the District. All decisions on compliance, evaluation, terms, and conditions shall be made solely at the District's discretion and made to favor the District. No binding contract will exist between the Respondent and the District until the District executes a written contract or purchase order.
- h. EXCEPTIONS TO A SOLICITATION:** Changes to the Solicitation document requested by a Respondent may not be acknowledged or accepted by the District. Award or execution of a contract does not constitute acceptance of a changed term, condition, or specification in the Solicitation unless specifically acknowledged and agreed to by the District. The copy of the Solicitation, including all addenda maintained and published by the District, shall be the official Solicitation document. Any exception to the Solicitation must be set forth in the "Exceptions" portion of the Response; any exceptions not indicated in the "Exceptions" portion of the Response will be deemed rejected by the District, void and of no contractual significance. The District reserves the right to: (i) reject any or all exceptions requested by a Respondent; (ii), determine a proposal non-responsive due to the exception(s) made by Respondent; (iii) enter into negotiations with a Respondent regarding any of the Respondent's exceptions, or (iv) accept any or all of a Respondent's exceptions outright.
- i. COPYING OF RESPONSES:** The Respondent hereby grants the District permission to copy all parts of its Response including, without limitation, any documents and/or materials copyrighted by the Respondent. The District's right to copy shall be for internal use in evaluating the Response.
- j. GIFTS:** The District will accept no gifts, gratuities, or advertising products from Respondents or prospective Respondents and affiliates. The District may request product samples from Respondents solely for the purpose of product evaluation.

- k. **COST JUSTIFICATION:** In the event that only one Response to the Solicitation is received, the District may require the Respondent to submit a cost offer in sufficient detail for the District to perform a cost/price analysis to determine if the Response price is fair and reasonable.
- l. **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Respondent must be prepared for the District to accept the Response as submitted. If Respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the District may reject the Response or revoke the award and may begin negotiations with another Respondent. Final contract terms must be approved or signed by the appropriately authorized District official(s). No binding contract will exist between the Respondent and the District until the District executes a written contract or purchase order.

## SECTION 2

### SCOPE OF WORK

*This Scope of Work will be compiled into any resulting contract as Exhibit A.*

#### 2.1 OVERVIEW / INTENT

The Apache Junction Sewer District is soliciting Request for Proposal (RFP) responses from qualified and experienced firms to establish a construction contract for the design, engineering, procurement, and installation of a solar photovoltaic (PV) system at the District water reclamation facility.

#### 2.2 GOALS & OBJECTIVES

The Apache Junction Sewer District is seeking proposals from qualified solar EPC contractors for a ground-mounted solar photovoltaic (PV) system at its wastewater treatment facility prior to **July 1, 2026**. Proposed Map Locations can be found in (Attachment C) of this document. The project includes permitting, utility interconnection.

This RFP is issued pursuant to Section 6.5 (Competitive Negotiation) of the District's Procurement Policy to secure a qualifications-based solution that maximizes energy savings, ensures eligibility for federal Direct Pay (Elective Pay) incentives, and delivers long-term operational performance.

#### 2.3 BACKGROUND INFORMATION

The District has evaluated preliminary solar options and is pursuing a system to offset **approximately 35-40%<sup>1</sup>** of on-site energy consumption. The preferred configuration is a ground mount system. Final placement will be confirmed with engineering and District mapping. Annual savings and long-term performance are key evaluation criteria. Assisting the District with how to obtain maximum solar tax credits is also encouraged.

#### 2.4 TERM & RENEWALS

This solicitation is for awarding a firm, fixed price construction contract.

#### 2.5 FINANCIAL EXPECTATIONS

The District does not have financial expectations for this project.

#### 2.6 SCOPE OF WORK / DETAILED REQUIREMENTS

The equipment will be exposed to high ambient temperatures, and subject to high dust levels and windy conditions. Respondents will address the extreme operating environment in Arizona for their equipment for this application and clearly identify any special operating requirements or operational limitations in their proposals.

The proposal document requires proposal prices.

Scope shall include full EPC services, including:

- Design and engineering of a solar photovoltaic (PV) system
- Procurement of all materials (modules, inverters, racking)
- Permitting and utility interconnection
- Construction and commissioning

<sup>1</sup>Amended 08/01/2025



- Project Management & Administration

- Coordination with District staff and engineers
- Documentation for IRS Direct Pay credit compliance
- Warranty and O&M handoff

Offerors shall provide detailed equipment descriptions, pictures, dimensions, and circuit diagrams and drawings, as well as Incentive Cost Savings breakdown and long-term performance evaluation. All exceptions to the proposal must be clearly stated on the Exceptions, Confidential & Additional Materials of (Attachment B).

**2.7 DELIVERY**

Delivery shall be made to the location listed below within the amount of time specified by the qualified Contractor for delivery.

Ship to:     Apache Junction Sewer District  
                 5661 S Ironwood Dr,  
                 Apache Junction, AZ 85120

## FORMAT AND SUBMITTAL INSTRUCTIONS

**3.1 RESPONSE FORMAT**

The Respondent shall complete and submit the information requested in this Solicitation.

**Table of Contents.** Identify contents by tab and page number.

**TAB 1 - Letter of Transmittal.** A brief letter of transmittal should be submitted that includes the following information:

1. The Respondent's understanding of the work to be performed.
2. A positive commitment to perform the service **prior to July 1, 2026**.
3. The names of key people, representatives, and project managers who will be the main contacts for the District regarding this Solicitation.

**TAB 2 – Qualifications and Experience. (Abilities, Experience, and Expertise)** The following information should be included:

1. A statement of Respondent's qualifications, abilities, experience, and expertise in providing the requested services.
  - a. A description of what qualifies Respondent, financial and otherwise, to provide the District with these services/materials for the required period of time, including information demonstrating Respondent has the appropriate staffing, necessary resources, and a history of demonstrated competence.
  - b. An assessment of the Respondent's ability to meet and satisfy the needs of the District, taking into consideration the requested services, additional services, and expertise offered that exceed the requirements of the Solicitation, and the Respondent's inability to meet any of the requirements of the specifications.
  - c. References – A minimum of three (3) references, preferably from other public entities within the State of Arizona, for whom you have provided similar services. Include the name of the entity, contact person's names, phone numbers, e-mail addresses, mailing addresses, type of service provided, and dates the services were provided.
2. Identification of senior and technical staff of Respondent to be assigned to the District. Staff named in the Response may not be substituted without permission of the District. Include in the Response resumes and relevant experience.

**TAB 3 - Program Description AND Method of Approach.** Clearly define the services/materials offered and Respondent's method of approach including, but not limited to, the following criteria:

1. Respondent shall provide detailed equipment descriptions, pictures, dimensions, circuit diagrams and drawings, as well as Incentive Cost Savings breakdown and long-term performance analysis for the specified solar photovoltaic (PV) system.

**TAB 4 – Cost Sheet.** The cost portion of the Response should include the following criteria:

1. Completed Pricing (Attachment A).
2. A list of any additional charges not specifically listed on the Cost Sheet.

**TAB 5 - Other Forms.** The following forms should be completed and signed:

1. Vendor Information form
2. Exceptions & Confidential Information form
3. General Questionnaire form
4. Respondent Certification form (Offer and Acceptance)
5. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however, the W-9 must be submitted to the District before the execution of any contract pursuant to this Solicitation. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

### **3.2 ADHERENCE TO REQUIREMENTS**

Proposals shall be submitted in accordance with the requirements set in this document. Any proposal that does not adhere to the requirements in this RFP may be deemed non-responsive and rejected. The District reserves the right, in its sole discretion, to overlook minor informalities that may be non-compliant.

### **3.3 SUBMITTAL TEMPLATES**

This RFP solicitation contains Forms and Attachments, which must be used by Respondents to submit their proposal. Any Response that does not follow these instructions may receive a '0' score evaluation, or the entire proposal response may be deemed non-responsive and rejected.

### **3.4 FORM AND CONTENT OF RESPONSES**

Responses must be submitted to the District office on or before due date and time, on the forms provided unless otherwise instructed in writing by the District. Responses, including modifications, must be signed by an authorized representative of the Respondent. Please strike through and initial rather than erase changes. Any modifications to the Solicitation must be identified in the "Exceptions" section of the required response forms. The District does not encourage exceptions. The District is not required to grant exceptions and depending on the exception, the District may reject the Response as non-responsive. The District reserves the right at its sole discretion to negotiate exceptions with a Respondent. If the Response is not properly signed or if any changes are not initialed, it may be considered non-responsive. The Response must provide all information requested and must address all points set forth in the Solicitation.

### **3.5 RESPONSE CHECKLIST**

This checklist is provided for your convenience. It is not necessary to return a copy with your Response. Only submit the requested forms and any other requested or descriptive literature.

- ☐ Response will be sent in time to be received by District before Response due date and time.
- ☐ Pricing, math double-checked, form completed and included (**Attachment A**)
- ☐ Required Response Forms completed and included (**Attachment B**)
- ☐ W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- ☐ Warranty information

### **3.6 DATE AND TIME REQUIREMENTS**

Proposals must be submitted and received by the District office by or before the date and time indicated in Section 1.4. Late submittals shall not be considered under any circumstances.

### 3.7 LATE RESPONSES

The Respondent assumes responsibility for having the Response submitted and delivered on time. All Responses SUBMITTED after the **Response Due date and time** shall not be considered. All Responses received will be time date stamped by the District and accepted by Respondent as the official time received.

### 3.8 RESPONSE OPENING

Proposals will be opened at the District office and publicly read aloud immediately after the hour of closing. The Response Opening will be conducted at 10:00 A.M. local Arizona time following the final **SOLICITATION RESPONSE DUE DATE AND TIME**. No responsibility will be attached to Apache Junction Sewer District, its employees, or agents for the premature opening of a Response. All Responses become the property of the District and will not be returned. Results, as read at the public opening, will be posted on the District website, and available to the public.

## SECTION 4

### EVALUATION CRITERIA AND PROCEDURES

#### 4.1 MANDATORY REQUIREMENTS

The District will review the Proposal to determine compliance with all mandatory requirements of this RFP. Proposals that do not comply with the mandatory requirements will be deemed non-responsive and eliminated from further consideration. Proposals that are deemed compliant with all mandatory requirements will be evaluated.

#### 4.2 CRITERIA FOR EVALUATION AND AWARD

- a. The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
System Design & Energy Performance	30
Vendor Qualifications & References	15
Cost Structure & Warranties	20
Project Timeline	20
Sales Tax Transparency	10
O&M and Monitoring Plan	5

- b. If less than three (3) Responses to a Solicitation are deemed responsive by the District, at the District's sole discretion, the Responses may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.
- c. Each Response will be evaluated based on responsiveness and responsibility criteria. A failure to meet responsiveness or responsibility criteria will render a Respondent ineligible for the award of a contract under the Solicitation.
- Responsiveness.** The District will determine whether the Response complies with the instructions for submitting a Response set forth in the Solicitation (i.e. the completeness of the Response which encompasses the inclusion of all required attachments and submissions). Responsiveness will also be examined as it pertains to items set forth in this Solicitation that state a Respondent may be deemed non-responsive based upon the content of their Response. The District will reject any Responses that are submitted late. Failure to meet any requirements in the Solicitation may result in the rejection of a Response as non-responsive.
  - Responsibility.** The District will determine whether a Respondent is one with whom the District should do business. Factors the District may evaluate to determine responsibility include, but are not limited to: an excessively high or low priced Response; past performance under any agreement with the District; references from any source including, but not limited to, those found outside the references listed in the Response and District employees, agents or officials who have experience with the Respondent; compliance with applicable laws; Respondent's record of performance and integrity. A Respondent must at all times have financial resources sufficient, in the opinion of the District, to ensure the performance of the contract and must provide proof upon request.

District staff may also use any generally available industry information to evaluate the Respondent. The District reserves the right to inspect and review Respondent's facilities, equipment, and personnel and those of any identified subcontractors. The District will determine whether any failure to supply information or the quality of the information will result in Respondent being deemed non- responsible.

#### **4.3 EVALUATION OF PROPOSALS**

Responses will be reviewed by an evaluation committee comprised of District employees and/or agents authorized by the District to participate in the evaluation. The evaluation committee may utilize multiple rounds of review to determine which Respondent is most advantageous for the District to award; Respondents' scores may be adjusted throughout the evaluation process/rounds. The evaluation committee may also score the documents comparatively to one another. The District reserves the right to consider all information relevant to determining an award in the best interest of the District, including Respondents' performance under prior contracts. The evaluation process may include but is not limited to a review of proposal Responses, interviews, presentations, site visits, product/service demonstrations, Best and Final Offers, requests for additional information, and requests for clarification. District staff may initiate discussions with Respondents for clarification purposes; however, a request for clarification is not an opportunity for a Respondent to change the Response. A request for clarification and/or additional information from a Respondent does not guarantee clarification and/or additional information will be requested from any other Respondent. Respondents shall not initiate discussions with any District employee, agent, or official as set forth in the Lobbying section of these instructions including, but not limited to, members of the evaluation committee.

#### **4.4 SHORTLISTING**

The District, at its sole discretion, may create a shortlist of the highest-scored Responses based on a preliminary evaluation of the Responses against the evaluation criteria. Only those short-listed Respondents will be invited to give presentations/interviews. Upon conclusion of any presentations/interviews, the District will finalize the scoring against the evaluation criteria.

#### **4.5 PRESENTATIONS/ INTERVIEWS**

A Respondent must provide a formal presentation/interview upon request by the District. Refusal of a presentation/interview may result in the Respondent being removed from further consideration. A presentation/interview will be conducted with the key personnel from the shortlisted Respondents. Team presentation/interview may be scored by an evaluation committee.

#### **4.6 BEST AND FINAL OFFERS**

The District may request Best and Final Offers if the District deems it necessary and the District will determine the scope and subject of any Best and Final request. Respondents should not expect the District will always ask for the Best and Final Offers. Therefore, all Respondents must submit their best offer based on the specifications, terms, and conditions in the Solicitation.

#### **4.7 AWARD OF CONTRACT (EXHIBIT 1)**

The successful Respondent will be notified by the District in writing. No action of the District other than a written notice from the District, advising of the District's intent to enter into an Agreement, shall constitute acceptance of the proposal. The remaining Respondent(s) will then be notified by

the District in writing of the outcome of the RFP process.

#### **4.8 NOTICE OF INTENT TO AWARD**

Notice of an award will be posted on the District website [www.ajsewer.org](http://www.ajsewer.org). If an Award is issued, notice of that award would be disclosed by end of day, 8/27/2025.

**It is the Respondent's responsibility to check the Apache Junction Sewer District website to view Procurement's Intent to Award notices.** This may be the only notification you will receive regarding the District's Intent to Award a contract related to this Solicitation.

Nothing herein shall be construed to require the District to award a contract. All submittals may be rejected.

#### **4.9 PROTEST AND APPEALS**

If a Respondent or any person believes there is a mistake, impropriety, or defect in the Solicitation, believes the District improperly rejected its Response, or believes the selected Response should not receive the District contract based upon a fact supported issue with the Solicitation or selected Respondent or otherwise protests the award to the Respondent, the Respondent may submit a written protest. All protests and appeals are governed by the District "Procurement Policy" found on the District website [www.ajsewer.org](http://www.ajsewer.org). If there exists any discrepancy between this Section and the Procurement Policy, the language of the Procurement Policy will control.

Any protest or appeals should be sent to [bids@ajsewer.org](mailto:bids@ajsewer.org) or mailed to Apache Junction Sewer District at 5661 S Ironwood Dr., Apache Junction, AZ 85120.

## SECTION 5

### PROPOSAL ATTACHMENTS

#### **5.1 COST/FEE SCHEDULE (ATTACHMENT A)**

The Respondent shall complete and submit the information requested in this Submittal. The purpose of this submittal is to provide a standard format to allow a detailed and comparable review and analysis. The Respondent is not permitted to adjust or modify this form. Failure to meet these requirements may deem the Proposal to be non-responsive.

#### **5.2 REQUIRED RESPONSE FORMS (ATTACHMENT B)**

#### **5.3 PROPOSED MAP LOCATIONS (ATTACHMENT C)**



## **ATTACHMENT A**

### **PRICING**

## COST SHEET

Pursuant to all the contract specifications described in this solicitation, Respondent agrees to furnish a Solar Photovoltaic (PV) System to Apache Junction Sewer District at the price(s) stated below.

Item # (ref. Section. 2.6)	Description	Qty	Total
Item 1	Design & Engineering of a solar photovoltaic (PV) system		
Item 2	Procurement of all materials (modules, inverters, racking, etc.)		
Item 3	Permitting and utility interconnection		
Item 4	Construction and commissioning		
Item 5	Project Management & Administration (to include: Coordination w/ District staff & eningeers, documentation for IRS Direct Pay credit compliance, warranty and O&M handoff)		
Item 6	Tax		
Item 7	Extended Warranties		
Other	Potential Additions:		
		<b>TOTAL:</b>	

DELIVERY: See Apache Junction Sewer District Standard Terms and Conditions found on District website [www.ajsewer.org](http://www.ajsewer.org).

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

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

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**ATTACHMENT B**  
**REQUIRED RESPONSE FORMS**

## **REQUIRED RESPONSE FORMS**

### **VENDOR INFORMATION**

Company Legal/Corporate Name: \_\_\_\_\_

Doing Business As (if different than above): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_ Website: \_\_\_\_\_

Tax Identification Number (TIN): \_\_\_\_\_

Remit to Address (if different than above):

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact for Questions about this bid:

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

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Date-to-Day Project Contact (if awarded):

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

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Sales/Use Tax Information (check one)

☐ Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The District will pay use tax directly to the Arizona Department of Revenue.)

☐ Respondent is located outside Arizona but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the District the applicable sales tax and remit the tax to the appropriate taxing authorities.)

State Sales Tax Number: \_\_\_\_\_

City Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_ AZ

Applicable Tax Rate: \_\_\_\_\_ %

☐ Respondent is located in Arizona. (Respondent will invoice the District the applicable sales tax and remit the tax to the appropriate taxing authorities)

State Sales Tax Number: \_\_\_\_\_

City Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_ AZ

Applicable Tax Rate: \_\_\_\_\_ %

RFP: 26.01

## **EXCEPTIONS & CONFIDENTIAL INFORMATION**

### **Exceptions (mark one).**

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the District, invalid and of no contractual significance.

**Other Forms or Documents: If the District is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.**

\*Special Note – Any material exceptions taken to the District’s Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.

- ☐ No exceptions
- ☐ Exceptions Taken: Please describe the exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The District reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

### **Confidential/Proprietary Information (mark one).**

- ☐ No confidential/proprietary materials have been included with this Response.
- ☐ Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary. Requests to deem the entire bid as confidential will not be considered.

## GENERAL QUESTIONNAIRE

1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft “Construction Contract”? ☐ Yes ☐ No
  
2. Compliance with Insurance Requirements. Apache Junction Sewer District requires Contractor to provide the District with a Certificate of Insurance (COI). The Respondent agrees and will comply with all insurance requirements as described in the Draft Agreement (Exhibit 1 and agrees to obtain and retain required insurance throughout the term and any renewal/extension of the Agreement. ☐ Yes ☐ No
  
3. Delivery. Delivery, as stated in Specifications, can be met by July 1, 2026. ☐ Yes ☐ No
  
4. Payment Terms. (Not less than Net 30 days): \_\_\_\_\_  
Payment Discount of \_\_\_\_\_% if invoices are paid within \_\_\_\_\_ days of receipt.
  
5. Credit Card/Procurement Card. In response to this solicitation/contract, does Respondent allow payment of invoices using a credit card (Procurement Card)?  
☐ Yes ☐ No (Marking a “no” answer will not disqualify your Response.)  
  
Will you offer a discount for use of Credit Card/Procurement Card Purchases?  
☐ Yes ☐ No (Marking a “no” answer will not disqualify your Response.)  
  
Will you impose a processing fee for the use of Credit Card/Procurement Card Purchases?  
☐ Yes ☐ No (Marking a “no” answer will not disqualify your Response.)

### Acknowledgement.

Respondents are responsible for verifying receipt of any amendments and addenda issued to the project by checking the District’s website at <https://ajsewer.org/> prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgment of Receipt and Consideration of Addenda (if applicable): ☐ Yes ☐ No

## **RESPONDENT CERTIFICATION**

**By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:**

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with Apache Junction Sewer District.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any District employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants Apache Junction Sewer District permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the District's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
  - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
  - ii. Honor all elements of the Response submitted by Respondent to the District including, but not limited to, the price and the materials/services to be provided; and
  - iii. Enter into an agreement with the District based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the District including any amounts owed the District and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the District pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

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

Signature: \_\_\_\_\_

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

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

RFP: 26.01

## **ATTACHMENT C**

### **PROPOSED MAP LOCATIONS**



# Proposed Project Map



## SECTION 6

### EXHIBITS

#### 6.1 DRAFT AGREEMENT (EXHIBIT 1)



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

## CONSTRUCTION CONTRACT

### PROJECT 26.01

#### Solar Power for Apache Junction Sewer District Water Reclamation Facility

Contractor: Contractor Name

Contract Date: August 27, 2025

Amount: \$0.00



Apache Junction Sewer District

**CONSTRUCTION CONTRACT INDEX**

**Project 26.01**

**Solar Power for Apache Junction Sewer District  
Water Reclamation Facility**

Contractor: **Contractor Name**

1. Project Description
2. Definitions
3. Rules of Construction and Miscellaneous Provisions
4. Independent Contractor
5. Compliance with Laws
6. Unconditional Waiver and Release at Final Payment
7. Labor and Material
8. Licenses
9. Insurance
10. Performance and Payment Bonds
11. Taxes
12. Liens
13. Indemnity
14. Assignment
15. Subcontractors
16. Safety
17. Supervision and Communications
18. Written Notice
19. Changes and Change Orders
20. Removal, Suspension and Right to Terminate Work
21. Claims
22. Contract Time for Completion
23. Partial Occupancy
24. Inspection and Quality of the Work
25. Time is of the Essence
26. Clean-up
27. Record Drawings
28. Payment
29. Guarantee
30. Rights and Remedies
31. Conflict of Interest
32. Compliance with Federal and State Laws

**CONSTRUCTION CONTRACT**  
**Project 26.01**  
**Solar Power for Apache Junction Sewer District**  
**Water Reclamation Facility**

**Contractor: Contractor Name**

This Agreement is made and entered into this 27<sup>th</sup> day of August, 2025 by and between the Apache Junction Sewer District ("District") and Contractor Name ("Contractor").

**RECITALS**

- A. In response to District's Notice and Request for Proposals dated July 14, 2025, and any addendums applicable thereto, Contractor submitted a proposal dated August , 2025 in which Contractor asserts its willingness, ability and qualifications to provide this Work and service.
- B. District and Contractor desire to set forth herein their respective responsibilities and the manner and terms upon which Contractor shall render the services.

NOW, THEREFORE, District retains Contractor to perform and Contractor agrees to render the services in accordance with the terms and conditions set forth below:

**AGREEMENT**

**1. PROJECT DESCRIPTION**

Contractor shall do and perform or cause to be done and performed in a workmanlike manner, and provide the construction and services required by the Contract Documents, whether completed or partially completed, including all labor, materials, equipment, services and each and every item of expense provided or to be provided by the Contractor to fulfill the Contractor's obligations and that are necessary for the construction and installation of a solar photovoltaic (PV) system at the Apache Junction Sewer District water reclamation facility.

This work shall consist of design, engineering, procurement, and installation as described and outlined in Exhibit A Scope of Work of this document.

All Exhibits are found in the Request for Proposals and shall be made part of this contract.

**2. DEFINITIONS**

All capitalized terms used herein, if not defined herein, shall have the same meaning as those terms have in the Contract Documents.

## APACHE JUNCTION SEWER DISTRICT

### A. Abbreviations

Where any of the following abbreviations are used in the Contract Documents, they shall have the meaning set forth below.

ACI	American Concrete Institute
ADOT	Arizona Department of Transportation
ADEQ	Arizona Department of Environmental Quality
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ARPA	American Rescue Plan Act
ARS	Arizona Revised Statutes
ASCE	American Society of Civil Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
MAG	Maricopa Association of Governments
OSHA	Occupational Safety and Health Administration
WCGF	Water Conservation Grant Fund
WEF	Water Environment Association

### B. Application for Payment

The Contractor's application for payment by the District in a form acceptable to the District.

### C. Change Order

A written instrument prepared by the Engineer or the District and signed by the Engineer, if any, the District and the Contractor to make changes in the Work or to perform extra Work, and setting forth the amount of any adjustment in the Contract Sum, and any adjustment in time of completion set forth in the Contract.

### D. Claim

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Construction Contract terms, payment of money, extension of time or other relief with respect to the terms of the Construction Contract or the Construction Documents. The term "Claim" also includes other disputes and matters in question between the District, or a public entity, or a private individual arising out of or relating to the Work. Claims must be made by written notice. The responsibility to substantiate a Claim shall rest with the party making the Claim.

### E. Competent Person

As defined by OSHA in 29 CFR Part 1926 and used in this Agreement a Competent Person for the Work to be performed means one who through training and experience 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.

### F. Contract Documents

The Contract Documents consist of this written Construction Contract between the District and the Contractor ("Construction Contract"), Project Descriptions, Drawings and Addenda issued prior to execution of the Construction Contract and Addenda, Change Orders and modifications issued after the execution of this Construction Contract (the "Contract

## APACHE JUNCTION SEWER DISTRICT

Documents"). A modification is (1) a written amendment to the Construction Contract signed by both parties, and/or (2) a Change Order.

The Contract Documents do not include any oral modifications.

G. Contract Sum

The amount the District is to pay the Contractor for the Work as provided in the Construction Contract. This amount may be changed from time to time by Change Order only.

H. Contractor

The word Contractor means either an individual or other entity employed to do the Work as specified in the Contract Documents.

I. Construction Contract

This written agreement between the District and the Contractor made as of the **27<sup>th</sup>** day of **August, 2025**, properly signed by an authorized representative of both the Contractor and the District by which the Contractor is bound to perform the Work specified, and by which the District is obligated to compensate the Contractor at the prices set forth therein.

J. District

The word District means the Apache Junction Sewer District.

K. District Authorized Representative

The District Manager, or the Chairman of the Board of Directors of the District, or any other person designated in writing by the District Manager or Chairman of the Board of Directors of the District as a District Authorized Representative.

L. Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedule and diagrams.

M. MAG

The term "MAG" refers to Uniform Standard Specifications for Public Works and Uniform Standard Details for Public Works Construction published by the Maricopa Association of Governments.

N. Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the District or by contractors other than the Contractor.

O. Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

## APACHE JUNCTION SEWER DISTRICT

P. Subcontractor

A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work.

Q. Unconditional Waiver and Release on Final Payment

A certificate executed by the Contractor that warrants all labor, services, equipment and materials furnished for or to the Project have been paid in full or will be paid from the monies received from the District for the Work and that the Contractor waives and releases all right to liens, bond rights, claim and payment rights related to the Project.

R. Work

The construction and services required by the Contract Documents whether completed or partially completed, and includes any and all of the improvements and construction services mentioned and authorized to be made by the Contract Documents, and all expenses, labor, materials, permits, equipment, services, utilities, transportation, and management provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract Documents and necessary or incidental thereto.

### 3. RULES OF CONSTRUCTION AND MISCELLANEOUS PROVISIONS

For all purposes of this Agreement except as otherwise expressly provided or unless the context of this Construction Contract requires otherwise:

A. References

The words "herein", "hereby", "hereunder", "hereof", and other words of similar import refer to any one of the whole Contract Documents in which it is used, not solely to the particular portion, section, paragraph, sentence of the Contract Documents in which any such word is used.

B. Pronouns

All pronouns used in the Contract Documents shall be deemed to include masculine, feminine, and neuter and the plural shall be deemed to include the singular, or vice versa, whenever necessary or appropriate to effect the intent of the Contract Documents.

C. Accounting Terms

All accounting terms not otherwise defined herein have the meaning assigned to them in accordance with generally accepted accounting principles as in effect from time to time.

D. Counterparts

This Construction Contract may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

E. Headings

The subject headings included in the Construction Documents are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.



## APACHE JUNCTION SEWER DISTRICT

F. Incorporation of Definitions, Recitals and Exhibits

The parties hereto acknowledge the accuracy of the definitions and recitals set forth in this Construction Contract and incorporate the same herein. All exhibits and appendices and documents identified or described herein are incorporated in this Construction Contract as a part of this Construction Contract.

G. Merger

All prior and contemporaneous agreements, statements, and understandings with respect to the subject matter of this Construction Contract, if any, among the parties hereto, or their agents, are merged into this Construction Contract, and this Construction Contract and the other Contract Documents shall constitute the entire agreement among the parties.

H. Successors

The terms of this Construction Contract shall be binding upon and inure to the benefit of, and shall be enforceable by, the successors, assignees, and transferees of the parties hereto.

I. Severability

Each provision of this Construction Contract shall be construed to preserve its validity and enforceability to the extent possible. In the event any provision of this Construction Contract is declared void or unenforceable, the party who would have the provision enforced shall be entitled to elect whether (i) the provision should be modified to the extent necessary to make it valid and enforceable or (ii) the provision shall be deemed not to be a part of this Construction Contract.

J. Waivers

The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Construct Contract shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

K. Counsel

Each of the undersigned has been represented by separate counsel of their choice in connection with the preparation and execution of this Construction Contract, or such persons have elected not to be represented by counsel. Accordingly, this Construction Contract shall be construed only in accordance with its fair meaning.

L. Contract Documents Govern

The Contract Documents govern all Works of installation and construction. In circumstances where the Contract Documents do not provide for the construction improvements, the appropriate MAG specification shall be used.

M. Obligation to Report Inconsistencies and Omissions

The Contractor shall carefully study and compare the Contract Documents with each other and with information supplied by the District and shall at once report inconsistencies or omissions discovered. If the Contractor performs any construction activity knowing or when it reasonably should know that the activity involves an error, inconsistency, ambiguity or omission in the Contract Documents without such notice to the District, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

## APACHE JUNCTION SEWER DISTRICT

N. Execution of Construction Contract Infringes Review by Contractor

Execution of the Construction Contract by the Contractor is a representation that the Contractor by careful examination of the Contract Documents and field conditions has satisfied itself as to the nature and location of the Work and all other matters which can be expected to affect the Work thus enabling the Contractor to determine the cost of the Work, perform the Work and otherwise fulfill all its obligations under the Construction Documents.

O. Obligation for Field Review Prior to Commencing Work

The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing the Work.

P. Verbal Agreements Not Binding

Verbal agreements or conversations with a District Authorized Representative, or any other employee of the District either before or after the execution of the Construction Contract are not binding upon the District and shall not modify any of the terms or obligations of any of the Contract Documents.

Q. Work Not Permitted on Weekends or Holidays

Unless stated to the contrary in Bid Documents or agreed to in writing by the District Authorized Representative, the Contractor shall not perform the Work on Saturday, Sunday or State or national holidays.

R. Minimum Obstruction to Traffic

All Work shall be planned and performed so as to cause a minimum of interference with normal vehicular and pedestrian traffic.

S. Contract Documents Required at Work Site

The Contractor shall maintain at the site for the use of the District Authorized Representative one copy of all Contract Documents. The Contractor shall mark promptly on the Contract Documents or save all related documents to record and substantiate all approved changes made during performance of the Work.

#### 4. INDEPENDENT CONTRACTOR

Contractor shall at all times during Contractor's performance of the Work maintain Contractor's status as an independent Contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of the District and the District shall have no obligation to pay or withhold state or federal taxes, or provide workers' compensation or unemployment insurance for or on behalf of them or the Contractor. Contractor shall supervise and direct the Work to be done using its best skill and attention. Except as provided in this Agreement, Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work required by the contract documents. Contractor shall be responsible to the District for the acts and omissions of its employees, Subcontractor's and their agents and employees and other persons performing any of the Work under any contract document.

#### 5. COMPLIANCE WITH LAWS

The Contractor shall keep itself fully informed of all existing and future federal, state, and local laws,

## APACHE JUNCTION SEWER DISTRICT

ordinances, rules, and regulations affecting the Work, the materials and equipment used in the Work and the performance of the Work. This Construction Contract shall be governed by the laws of the State of Arizona.

### 6. UNCONDITIONAL WAIVER AND RELEASE AT FINAL PAYMENT

At the time of final payment for the Work, the Contractor shall furnish to the District an Unconditional Lien Waiver and Release on Final Payment warranting that the Contractor has already paid or will use the monies received from final payment to promptly pay in full all his laborers, subcontractors, material men and suppliers for all Work, materials, equipment or services provided for or to the Project. If any such liens against the District resulting from the Contractor's discharge of the Work remains unsatisfied after all payments are made, the Contractor shall refund to the District all money that the District may be compelled to pay in discharging such liens, including all costs, expenses and legal fees.

### 7. LABOR AND MATERIAL

Unless otherwise provided in the Contract Documents, the Contractor shall provide, pay and insure under the requisite laws and regulations, all labor, materials, equipment, tools and machinery, water, heat, utilities, transportation, and 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.

### 8. LICENSES

The Contractor shall have valid licenses applicable to the Work to be performed. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all legally required permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. These are customarily secured after execution of the Construction Contract.

### 9. INSURANCE

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly authorized to transact insurance business in the State of Arizona, possessing a current Best's Rating Guide not less than A- VII with carriers, policies and forms satisfactory to the District.

All insurance required herein shall be maintained in full force and effect until all Work or service required to be performed under the terms of the Contract Documents is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the District, constitute a material breach of this Agreement.

Contractor's insurance shall be primary insurance as respect to District, and any insurance or self-insurance maintained by District shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect District.

## APACHE JUNCTION SEWER DISTRICT

The insurance policies, except Workers' Compensation, shall contain waiver of transfer rights of recovery (subrogation) against the District, its agents, officers, officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, Work or services.

The insurance policies may provide coverages which contain deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to District under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and District, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The District reserves the right to request and to receive within ten (10) working days, certified copies of all of the required insurance policies and endorsements. District shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of District's right to insist on strict fulfillment of Contractor's obligations under this Agreement.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name the District, its Board of Directors, appointees, agents, officers, officials and employees as additional insured parties.

### **REQUIRED COVERAGE**

#### **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:

## APACHE JUNCTION SEWER DISTRICT

- 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

## APACHE JUNCTION SEWER DISTRICT

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 provide insurance for 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.

### **10. PERFORMANCE AND PAYMENT BONDS**

#### **A. Performance Bond**

The Contractor shall 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 included in the Bid Document and incorporated by this reference. All performance bonds shall be 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 must have at the time of submission of the proposal an AM Best rating of "A-" or better.

#### **B. 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 District.

## **APACHE JUNCTION SEWER DISTRICT**

- a. Payment security must be in the form of a payment bond, certified check or cashier's check.
- b. All payment bonds must 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 must 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.

### **11. TAXES**

The Contractor shall pay all license, sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted at the time the bids are received, whether or not yet effective or subsequently applicable due to acts of jurisdictions or bodies other than the District.

### **12. LIENS**

If at any time there shall be evidence of any lien or claim for which the District might become liable or the District's property encumbered and which is chargeable to the Contractor, the District shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to completely indemnify the District against such lien or claim. If the District determines that such lien or claim is valid, the District may pay and discharge the same, and deduct the amount paid from any money which may be or become due and payable to the Contractor.

### **13. INDEMNITY**

To the fullest extent permitted by law, the Contractor shall appear, defend, pay the cost thereof, indemnify and hold harmless the District and its agents, employees and attorneys for, from and against all Claims, damages, losses and expenses including, but not limited to, attorney fees arising out of or resulting from the performance of the Work providing that any such Claim, damages, losses and expenses is (1) attributable to bodily injury, sickness, disease or death or injury to 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 act or omission of the Contractor, a subcontractor, or 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 such Claim, damage, loss or expense is caused in part by a party indemnified hereunder.

### **14. ASSIGNMENT**

The District and the Contractor each binds itself, its 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.

The Contractor shall not assign the Construction Contract nor shall the Contractor assign any money due or to become due the Contractor hereunder without the previous written consent of the District.

## APACHE JUNCTION SEWER DISTRICT

### 15. SUBCONTRACTORS

The Contractor shall not use any Subcontractor to whom the District has a reasonable objection.

### 16. SAFETY

The Contractor will provide the Work while at all times in compliance with the applicable provisions of both State and federal laws, which laws include, but are not limited to, the following (including the latest amendments):

- 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 personal protective equipment etc., and take any other needed actions, on its 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 a 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 record such inspections in a log, binder, or journal that shall be made available for District inspection.

### 17. SUPERVISION AND COMMUNICATIONS

The Contractor shall assure adequate supervision of the Work by a foreman or superintendent and a Competent Person, with full authority to act on behalf of the Contractor, and who will be on the job at all times when the Work is in progress. The District shall have the right to require that the Contractor replace the foreman or superintendent.

Communications given by the District Authorized Representative to the foreman or superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing, and other communications shall be similarly confirmed on written request by either the District or the Contractor.

### 18. WRITTEN NOTICE

Every "request", "order", "demand", "application", "notice", "statement", "certificate", "consent", or similar action required hereunder shall be in writing and signed by the appropriate party, as outlined on Appendix B.



## **APACHE JUNCTION SEWER DISTRICT**

Written notice or request shall be deemed to have been duly served by the Contractor if delivered in person to a District Authorized Representative, and likewise by the District if delivered in person to the Contractor's foreman or superintendent. Written notice or request shall also be deemed to have been duly served if sent by registered or certified mail to the last business address known by the entity giving the notice or request.

### **19. CHANGES AND CHANGE ORDERS**

The District Authorized Representative shall have the authority to order minor changes in the Work not involving an adjustment in the Construction Contract sum or extension of Construction Contract time, and not inconsistent with the intent of the Contract Documents. All such changes shall be effected by written order and shall be binding upon the District and the Contractor.

The District, without invalidating the Construction Contract, may order changes in the Work within the general scope of the Construction Contract consisting of additions, deletions or other revisions, the Contract Sum and the Construction Contract time being adjusted accordingly. All such changes in the Work shall be authorized by a Change Order, a written order issued by the District to the Contractor to make changes in the Work or to perform extra Work, and setting forth conditions for payment and any adjustment in time of completion. A Change Order signed by the Contractor indicates its agreement therewith.

### **20. REMOVAL, SUSPENSION AND RIGHT TO TERMINATE WORK**

The Contractor shall remove, at its own expense, any Work or material found defective or not in conformance with the Contract Documents by the District Authorized Representative and shall rebuild and replace the same without extra charge; in default thereof, the same may be done by the District, at the Contractor's expense.

The District Authorized Representative may at any time and for any reason suspend all or any portion of the Work under the Construction Contract. This right to suspend Work shall not be construed as denying the Contractor compensation for actual, reasonable and necessary expenses due to suspension to which the Contractor may be entitled.

The District Authorized Representative may order the Contractor to suspend any Work because of certain conditions, such as inclement weather, violations of federal and State safety regulations or because the Contractor is in violation of other provisions of the Contract Documents. It is understood that expenses will not be allowed for such suspensions when ordered by the District Authorized Representative on account of such conditions.

If the District finds the Contractor is adjudged to be bankrupt, makes a general assignment for the benefit of its creditors, or if found to be in material violation of any provision of the Construction Contract, or provisions of the other Contract Documents, or if the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete the Work within such time, or when any other cause exists to justify such action, the District may, without prejudice to any other right or remedy, by ten (10) days written notice to the Contractor and its surety, terminate the right to proceed with the Work or such part of the Work as to which there has been such violation, delay or other cause.

## **APACHE JUNCTION SEWER DISTRICT**

In the event the Contractor's right to proceed is terminated, the District may take over the Work and take possession of, and utilize in completing the Work, such materials as may be on the site of the Work and necessary therefore, and prosecute the Work to completion by whatever method it may deem expedient. The Contractor and its sureties shall be liable to the District for any excess cost caused thereby.

In the event the Contractor's right to proceed with the Work is terminated, the Contractor shall not be entitled to receive any further payment until the Work is completed or the Work is canceled. If the unpaid balance of the Construction Contract sum exceeds the expense of finishing the Work, including compensation for additional managerial and administrative services by the District, such excess shall be paid by the Contractor. If such expenses exceed such unpaid balance, the Contractor shall pay the difference to the District.

### **21. CLAIMS**

Claims by either the Contractor or the District shall be made by written notice within fifteen (15) days after occurrence of the event giving rise to such Claim, or within fifteen (15) days after the claimant first recognizes the conditions giving rise to the Claim, whichever is later except for Claims for extension of time which shall be made within seven (7) days. Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the District shall continue to make payments in accordance with the Contract Documents.

### **22. CONTRACT TIME FOR COMPLETION**

Contractor hereby fixes the time for beginning Work to achieve completion no later than **July 1, 2026**. Upon failure to complete Work within the time specified, the Contractor shall pay as liquidated damages for the loss of use of the benefit of this project the sum as provided in Table 108-1 of the MAG Uniform Standard Specifications and Details for Public Works Construction for each day the Work remains unfinished. This provision does not limit the liability of Contractor for actual damages sustained by the District as a result of any breach of contract or warranty by the Contractor.

### **23. PARTIAL OCCUPANCY OF THE WORK**

The District shall have the right to take possession of and use any completed or partially completed portions of the Work. If such prior possession or use increases the cost of or delays the Work, the Contractor will be entitled to extra compensation or extension of time or both, as the District may determine.

Immediately prior to such partial occupancy or use, the District Authorized Representative and the Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of the Work that does not comply with the requirements of the Contract Documents.

### **24. INSPECTIONS AND QUALITY OF THE WORK**

## **APACHE JUNCTION SEWER DISTRICT**

The Contractor understands and specifically agrees that all Work is to be performed pursuant to the specifications set forth in the Contract Documents. The Contractor understands and agrees that inspection of the Work being performed hereunder will be done by the District. The Contractor agrees that the District will have the exclusive right to determine, in its sole discretion, whether or not the Work has been performed in accordance with the Contract Documents. The Contractor further agrees to make such corrections to the Work as may be directed by the District Authorized Representative to conform to the Contract Documents without requirement of Change Order or any additional charge or cost to the District whatsoever. The Contractor further agrees to make such corrections to the Work within the time for completion of the Work as specified in Section 21 herein and shall not be entitled to additional time for completion for any corrections to the Work needed to be performed hereunder.

### **25. TIME IS OF THE ESSENCE**

All time limits stated in the Contract Documents are of the essence of the Construction Contract. The Contractor shall begin Work on the date of commencement specified in Section 21 above. The Contractor shall carry the Work forward expeditiously. If the Contractor is delayed at any time in progress of the Work by an act or neglect of the District, or of a separate Contractor employed by the District, or other causes which the District Authorized Representative determines are justifiable, the Construction Contract time shall be extended by Change Order for such reasonable time as the District Authorized Representative may determine.

Any claim for extension of time shall be made in writing to the District Authorized Representative not more than seven days after the commencement of the delay, otherwise said Claim shall be waived by the Contractor. In the case of a continuing delay, only one Claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work. This Section does not exclude the recovery of damages for delay by either party under the provisions of the Contract Documents.

### **26. CLEAN-UP**

The Contractor shall remove from the District's property and from all public and private property, at its own expense, all temporary structures, rubbish and waste materials resulting from its operations and leave all parts of the property affected in a neat and clean condition, satisfactory to the District. In the event the Contractor fails to do so, the District may remove same and effect clean-up at the expense of the Contractor.

### **27. RECORD DRAWINGS**

The Contractor shall provide a set of record Drawings for the Work. The record Drawings shall consist of a set of Drawings which indicate all field changes that were made to adapt to field conditions, changes resulting from Change Orders, and all concealed and buried installations of piping, conduit, and utility services changed as part of the Work. The record Drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color.

### **28. PAYMENT**

The Contract Sum shall be the total amount payable by District to the Contractor in the amount of **\$0.00** for the performance of the Work under the Contract Documents and as described in the Cost

## APACHE JUNCTION SEWER DISTRICT

Proposal of **Attachment A**, except for changes authorized by properly executed change orders. Upon notice that the Work is ready for final inspection or acceptance, District representatives shall promptly inspect the Work. When the District finds the Work acceptable under the Contract Documents, the District shall promptly submit for processing a certificate for payment stating that to the best of its knowledge, information and belief and on the basis of its observation and inspection, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that partial payment or the entire balance due the Contractor is payable. No final payment shall become due until the Contractor submits to the District all required documents, drawings, lien waivers, releases and any other data establishing payment or satisfaction of all Contractor's obligations. If any Subcontractor refuses to furnish a release or waiver required by District, Contractor may furnish a bond satisfactory to the District to indemnify District against any lien filed by that Subcontractor. If any such lien remains unsatisfied after all payments are made, Contractor shall pay to District all monies that the latter may be compelled to pay in discharging such liens, including all costs and reasonable attorney's fees.

Progress payments, if any, shall be made as described on **Appendix A** which is incorporated herein and made a part hereof. Upon notice that the Contractor has made Application for Progress Payment, the District Authorized Representative shall promptly cause an inspection to be made. When the District Authorized Representative finds the interim Work acceptable under the terms of the Contract Documents, the Authorized District Representative shall authorize the Application for Progress Payment. Applications for Progress Payments received and properly authorized for payment by the District Authorized Representative shall be paid to the Contractor not later than thirty days after the District Authorized Representative receives the Application for Progress Payment.

Upon completion of the Work, the District will, after receipt of proper invoice and an Unconditional Waiver and Release on Final Payment, and in accordance with the policies and procedures below, pay the final 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 final amount to be paid to the Contractor.

Upon notice that the Work is ready for final inspection or acceptance, the District Authorized Representative shall promptly cause an inspection to be made. When the District Authorized Representative finds the Work acceptable under the terms of the Contract Documents, the Authorized District Representative shall submit for processing a completion notice stating that to the best of his knowledge, information and belief, and on the basis of his observation and inspection, the Work has been completed in accordance with the terms and conditions of the Contract Documents.

Provided that payment is due and the Application for Payment is received and properly authorized for payment by the District Authorized Representative, payment shall be made to the Contractor not later than twenty days after the District Authorized Representative receives the Application for Payment.

### **29. GUARANTEE**

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

## **APACHE JUNCTION SEWER DISTRICT**

The Contractor shall guarantee all labor and Workmanship and any materials it installs for a period of one (1) year 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. Any omission on the part of the District Authorized Representative or inspector to condemn defective Work or materials at the time of construction shall not be deemed an acceptance, and the Contractor will be required to correct defective Work or materials at any time before final acceptance and within one year of the date of final acceptance.

If any portions 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 for any defect of the Work that is repaired or replaced shall be one (1) year following the date of the repair or replacement.

### **30. RIGHTS AND REMEDIES**

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available to each party in law or in equity. No action or failure to act by the District or Contractor shall constitute a waiver of any right or duty afforded any of them under the Construction Contract, nor shall any action or failure to act constitute an approval of or an acquiescence to any failure by the Contractor thereunder except as may be specifically agreed to in writing.

All Claims, disputes and other matters in question arising out of, or relating to, this Construction Contract or the breach thereof, except for claims which have been waived by the making or acceptance of final payment shall be decided by proceedings in a court of competent jurisdiction in the State of Arizona or as the parties hereto may otherwise agree. Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain the Contract completion date during any court or other proceeding agreed on by the parties, and the District shall continue to make payments in accordance with this Construction Contract. All claims that are related to or dependent upon each other shall be heard in the same proceeding as permitted by the court even though the parties are not the same unless a specific contract prohibits that consideration.

If as a result of any Claim, dispute or other matter arising out of, or relating to this Construction Contract or the breach thereof, the District employs attorneys or incurs other expenses for the enforcement of the performance or observance of any obligation or agreement on the part of the Contractor, the Contractor shall, on demand, reimburse the District for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

### **31. CONFLICT OF INTEREST**

The provisions of ARS § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this contract.

## APACHE JUNCTION SEWER DISTRICT

### 32. COMPLIANCE WITH FEDERAL AND STATE LAWS

The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

The Contractor must comply with ARS § 34-301, "Employment of Aliens on Public Works Prohibited", and ARS § 34-302, as amended, "Residence Requirements for Employees".

Contractor must also comply with ARS § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

Under the provisions of ARS § 41-4401, Contractor hereby warrants to the District that the Contractor and each of its Subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and ARS § 23-214(A) (hereinafter "Contractor Immigration Warranty").

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

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

Prohibition to Contract with Contractors who engage in Boycott of the State of Israel. The parties acknowledge ARS §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Contractors who engage in boycotts of the State of Israel. Should Contractor engage in any such boycott against the State of Israel, this Contract is automatically terminated. Any such boycott is a material breach of this Contract and will subject Contractor to monetary damages, including but not limited to, consequential and liquidated damages.

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

[SIGNATURES ON FOLLOWING PAGE]

APACHE JUNCTION SEWER DISTRICT

CONTRACTOR: Contractor Name

Signature: \_\_\_\_\_

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

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

STATE OF ARIZONA )

)ss.

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

On this \_\_\_\_\_ day of \_\_\_\_\_ 2025, before me personally appeared \_\_\_\_\_, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he/she executed same.

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

My Commission Expires:

\_\_\_\_\_

APACHE JUNCTION SEWER DISTRICT

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

Darron Anglin  
District Manager

STATE OF ARIZONA )

)ss.

County of Pinal )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2025, before me personally appeared **Darron Anglin**, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he/she executed same.

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

My Commission Expires:

\_\_\_\_\_

**APACHE JUNCTION SEWER DISTRICT**

**Attachment A  
Cost Proposal**

**Project 26.01  
Solar Power for Apache Junction Sewer District  
Water Reclamation Facility**

**PRICE SCHEDULE**

DRAFT



**APACHE JUNCTION SEWER DISTRICT**

**Appendix A  
Compensation & Term**

**Project 26.01  
Solar Power for Apache Junction Sewer District  
Water Reclamation Facility**

Progress payments may be requested as outlined below:

**COMPENSATION**

COMPENSATION:	<b>NOT TO EXCEED \$0.00</b>
BILLING FREQUENCY:	<b>Monthly, by calendar month</b>
INVOICES ADDRESSED TO:	Apache Junction Sewer District Attention: Accounts Payable 5661 S Ironwood Dr Apache Junction, AZ 85120 OR <a href="mailto:accounting@ajsewer.org">accounting@ajsewer.org</a>

**TERM**

EFFECTIVE DATE:	<b>Upon execution of Agreement</b>
END DATE:	<b>Upon successful completion of project unless terminated earlier as provided for in the Agreement</b>
RENEWAL PROVISIONS:	None

**APACHE JUNCTION SEWER DISTRICT**

**Appendix B  
NOTICES**

**Project 26.01  
Solar Power for Apache Junction Sewer District  
Water Reclamation Facility**

Notices required by this Contract should be delivered as follows:

**FOR DISTRICT**

DISTRICT MANAGER	Darron Anglin
MAILING AND DELIVERY	Apache Junction Sewer District
ADDRESS:	5661 S Ironwood Dr.
	Apache Junction, AZ 85120
ELECTRONIC MAIL	<a href="mailto:danglin@ajsewer.org">danglin@ajsewer.org</a>

**FOR CONSULTANT**

<b>CEO/MANAGING MEMBER</b>	<b>Name</b>
MAILING AND DELIVERY	<b>Company</b>
ADDRESS:	<b>Address</b>
	<b>City, State, Zip</b>
ELECTRONIC MAIL	<b>Email Address</b>