

**NOTICE OF THE JOINT MEETING OF THE BOARD OF DIRECTORS OF
THE TOWN OF CAREFREE ARIZONA UTILITIES COMMUNITY FACILITIES DISTRICT
AND THE BOARD OF DIRECTORS OF THE CAREFREE WATER COMPANY, INC.**

WHEN: TUESDAY, NOVEMBER 4, 2025

WHERE: CAREFREE TOWN COUNCIL CHAMBERS
33 EASY STREET, CAREFREE, AZ 85377

LIVESTREAM: [CAREFREE YOUTUBE CHANNEL](https://www.youtube.com/@Carefree.AZgov)
<https://www.youtube.com/@Carefree.AZgov>

TIME: 4:00 P.M.

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of THE BOARD OF DIRECTORS OF THE TOWN OF CAREFREE ARIZONA UTILITIES COMMUNITY FACILITIES DISTRICT AND THE BOARD OF DIRECTORS OF THE CAREFREE WATER COMPANY, INC., and to the general public that the members will hold a meeting open to the public. For any item listed on the agenda, the Board of Directors may vote to go into Executive Session for advice of counsel and/or to discuss records and information exempt by law or rule from public inspection, pursuant to Arizona Revised Statutes §38-431.03.

The agenda for the meeting is as follows:

CALL TO ORDER

ROLL CALL

Members of the Board of Directors may participate by technological means or methods pursuant to A.R.S. §10-708.

REGULAR AGENDA

1. Approval of the June 3,2025 Carefree Water Company and Utilities Community Facilities District Meeting Minutes.
2. Update on interim staffing of General Manager position and recruitment of new General Manager.
3. Review, discussion, and possible action to approve the following:
 1. Resolution 2025-03 authorizing the Chairman of the Town of Carefree, Arizona Utilities Community Facilities District (Carefree UCFD) to execute the following contract;
 - a. Construction Contract No. 2025-C01 with Jud Co, LLC for the Silver Saddle Pressure Zone Waterline Improvement Project for the total bid amount of \$894,466.00;
 2. The establishment by the District Manager of a 25% contingency fund to account for possible cost increases and change orders as discussed in the Summary section.

The execution of Construction Contract No. 2025-C01 is contingent upon award concurrence from the Environmental Protection Agency (EPA) and confirmation of federal funding availability of an FY 23 Community Grant in the amount of \$800,000. Confirmation of both has been impacted by the recent shutdown of the federal government.

4. Adjournment.

DATED this 30th day of October, 2025.

By: Kristen Krey, Clerk

Items may be taken out of sequence

Board meetings are now broadcast live via the Town of Carefree YouTube channel: [@CarefreeAZgov](https://www.youtube.com/@CarefreeAZgov)



FOR SPECIAL ACCOMMODATIONS

Please contact the Town Clerk, 8 Sundial Circle (PO Box 740), Carefree, AZ 85377; (480) 488-3686, at least three working days prior to the meeting if you require special accommodations due to a disability.

**TOWN OF CAREFREE
STAFF REPORT**

MEETING DATE: 11/04/2025

SUBJECT: Approval of the June 3,2025 Carefree Water Company and Utilities Community Facilities District Meeting Minutes.

PREPARED BY: Kristen Krey, Town Clerk / Treasurer

SUMMARY:

Approval of the June 3, 2025 Carefree Water Company and Utilities Community Facilities District Meeting Minutes.

ACTION NEEDED:

Motion and vote to approve the meeting minutes of June 3, 2025.

Attachments

CWC-UCFD Minutes 06.03.25

DRAFT

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF THE TOWN OF CAREFREE UTILITIES COMMUNITY FACILITIES DISTRICT AND THE BOARD OF DIRECTORS OF THE CAREFREE WATER COMPANY, INC.

WHEN: TUESDAY, JUNE 3, 2025

WHERE: CAREFREE TOWN COUNCIL CHAMBERS
33 EASY STREET, CAREFREE, AZ 85377

LIVESTREAM: [CAREFREE YOUTUBE CHANNEL](https://www.youtube.com/@Carefree.AZgov)
<https://www.youtube.com/@Carefree.AZgov>

TIME: 4:30 P.M.

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Board of Directors, Carefree Water Company and the Utilities Community Facilities District of the Town of Carefree, Arizona and to the general public that the Board Members of the Carefree Water Company and UCFD will hold a meeting open to the public. For any item listed on the agenda, the Board may vote to go into Executive Session for advice of counsel and/or to discuss records and information exempt by law or rule from public inspection, pursuant to Arizona Revised Statutes §38-431.03.

The agenda for the meeting is as follows:

CALL TO ORDER 4:33 P.M.

ROLL CALL

Members of the Board of Directors may participate by technological means or methods pursuant to A.R.S. §10-708.

Present: John Crane, Chairman
Sheila Amoroso, Board Member
Clint Miller, Board Member
Colleen Rose Scurti, Board Member
Diane Lloyde Roth, Board Member

Absent: Cheryl Kroyer, Vice Chairmember
Lon Johnson, Board Member

Staff Present: Greg Crossman, Manager
Kristen Krey, Secretary/Treasurer

REGULAR AGENDA

1. Review, discussion and possible action to approve the May 6, 2025, Minutes of the Meeting of the Utilities Community Facilities District/Carefree Water Company.
Minutes were approved by the Board.
Motion to Approve: Colleen Rose Scurti, Board Member
Second: Diane Lloyde Roth, Board Member
Vote: 5-0-2 Unanimously Approved

Voting Member	Aye/Nay
Mayor John Crane	Aye
Vice Mayor Cheryl Kroyer	Absent
Sheila Amoroso	Aye
Lon Johnson	Absent
Clint Miller	Aye
Diane Lloyde Roth	Aye
Colleen Rose- Scurti	Aye

2. Review, discussion and possible action on Resolution 2025-02 adopting the final FY 25-26 Carefree UCFD budget and the final FY 25-26 Carefree Water Company budget including rates, fees, deposits, and charges.

Greg Crossman presented the final FY 25-26 Carefree UCFD budget and the final FY 25-26 Carefree Water Company budget including rates, fees, deposits, and charges. The Council commented on the presentation and discussed debt structure. The Mayor requested a motion to approve Resolution 2025-02 adopting the final FY 25-26 Carefree UCFD budget and the final FY 25-26 Carefree Water Company budget including rates, fees, deposits, and charges.

Motion to Approve: Sheila Amoroso, Board Member

Second: Colleen Rose Scurti, Board Member

Vote: 5-0-2 Unanimously approved

Voting Member	Aye/Nay
Mayor John Crane	Aye
Vice Mayor Cheryl Kroyer	Absent
Sheila Amoroso	Aye
Lon Johnson	Absent
Clint Miller	Aye
Diane Lloyde Roth	Aye
Colleen Rose- Scurti	Aye

3. Adjournment. 4:45 p.m.

Motion to Adjourn: Sheila Amoroso, Board Member

Second: Colleen Rose Scurti

Vote: 5-0-2 Unanimously approved

DATED this 4th of June, 2025.

UCFD/CAREFREE WATER COMPANY, INC.

BY: _____
Kristen Krey, Clerk

BOARD OF DIRECTORS

John Crane, Chairman

Attest:

Kristen Krey, Secretary/Treasurer

CERTIFICATION

I hereby certify that the foregoing are a true and correct copy of the Minutes of the Joint Meeting of the Board of Directors of the Town of Carefree, Arizona Utilities Community Facilities District and the Board of Directors of the Carefree Water Company, Inc. held on the date noted above. I further certify that the meeting was duly called and held and that a quorum was present.

Kristen Krey, Secretary/Treasurer

**TOWN OF CAREFREE
STAFF REPORT**

MEETING DATE: 11/04/2025

SUBJECT: Review, discussion, and possible action to approve the following:

1. Resolution 2025-03 authorizing the Chairman of the Town of Carefree, Arizona Utilities Community Facilities District (Carefree UCFD) to execute the following contract;
 - a. Construction Contract No. 2025-C01 with Jud Co, LLC for the Silver Saddle Pressure Zone Waterline Improvement Project for the total bid amount of \$894,466.00;
2. The establishment by the District Manager of a 25% contingency fund to account for possible cost increases and change orders as discussed in the Summary section.

The execution of Construction Contract No. 2025-C01 is contingent upon award concurrence from the Environmental Protection Agency (EPA) and confirmation of federal funding availability of an FY 23 Community Grant in the amount of \$800,000. Confirmation of both has been impacted by the recent shutdown of the federal government.

PREPARED BY: Greg Crossman, Carefree Water Company Manager

SUMMARY:

Bidding and Financial Summary

The Silver Saddle Pressure Zone Waterline Improvement Project was recently advertised for competitive bid on August 27, 2025. Bids were opened on October 2, 2025, at 2:00 p.m. Thirteen (13) bids were received as shown on the attached Table 1. The low bidder from this effort was Jud Co, LLC, whose total bid amount was \$894,466.00.

Funding of this pipeline improvement project was largely made possible by an FY 23 Community Grant from the federal Environmental Protection Agency (EPA). This grant is for a maximum of \$800,000 and includes a required 20% community match. At the current total bid amount, the cost split will be as follows:

Community Grant (EPA)	\$715,572.80
<u>Carefree UCFD</u>	<u>\$178,893.20</u>
Total Bid Amount	\$894,466.00

A 25% contingency fund is also being established to account for the possibility of UCFD approved change orders. In addition, the Bid Table includes a "Hard Dig" line item (Bid Table Line Item No. 17) to account for the possibility of difficult excavation conditions if they are encountered. This line item is currently assumed to apply to 20% of the project, or 800 linear feet. If the amount of "hard dig" is greater than 800 linear feet, the cost of the project will increase. This cost increase would be covered by the contingency fund.

The Carefree UCFD's community match portion of this contract was included in the \$2M Advance in

Aid of Construction (Capital Advance) approved by the Board and the Town Council in FY 23-24. This advance also covered the cost of the Peaceful Place Booster Pump Station (BPS) Improvement Project. These BPS improvements extended fire protection into the Peaceful Place neighborhood and allowed the transition of the final 24 Carefree residents from the Cave Creek water system over to the Carefree Water system. This \$2M Capital Advance will be repaid to the Town, with the repayment obligation scheduled to be completed in FY 37-38.

PROJECT BENEFITS SUMMARY

The following benefits will be derived from the completion of the Silver Saddle Pressure Zone Waterline Improvement Project:

- Significant infrastructure investment in Carefree's original (pre-Consolidation Project) service area, specifically within the Highlands neighborhood along Sombrero Road, Concho Lane, and Cow Track Drive, including the following:
 - The replacement of 4,000 linear feet of aging and size-deficient 3-inch thin-walled PVC waterline with new 8-inch ductile iron waterline.
 - The addition of 7 new fire hydrants within this neighborhood which currently lacks fire protection capabilities.
- Enhanced fire-fighting capability for approximately 25% of Carefree's existing water service area via increased flow capacity and pressure-maintaining capability through the improved pipeline network.

ACTION NEEDED:

Staff recommends the approval of Resolution 2025-03 which authorizes the Chairman of the Carefree UCDFD Board to execute Construction Contract No. 2025-C01 with Jud Co, LLC for the Silver Saddle Pressure Zone Waterline Improvement Project for the total bid amount of \$894,466.00. Approval of this Resolution and Contract will allow important infrastructure and fire protection improvements to be constructed within the original Carefree Water service area.

Please contact Town Engineer C.J. DiMaggio (480-488-3686; Engineer@Carefree.org) with any questions.

Attachments

Table 1 - Bid Summary

Resolution 2025-03

Silver Saddle Construction Contract 2025-C01

TABLE 1
SILVER SADDLE PRESSURE ZONE WATERLINE IMPROVEMENT PROJECT
TOWN OF CAREFREE, ARIZONA
UTILITIES COMMUNITY FACILITIES DISTRICT

LIST OF BIDS RECEIVED (LOWEST TO HIGHEST)
BID OPENING: THURSDAY, OCTOBER 2, 2025, 2:00 P.M.

Company Name	Total Base Bid
Jud Co, LLC	\$894,466.00
Kingsmen Development	\$1,112,789.00
PAP, LLC	\$1,241,597.00
Lincoln Construction Inc.	\$1,251,585.00
Loenbro, LLC	\$1,266,482.00
Talis Corporation	\$1,367,032.04
Blucor Contracting, Inc.	\$1,392,417.00
SDB Contracting Services	\$1,453,929.74
Redpoint Contracting	\$1,577,446.00
Elite Civil Construction, LLC	\$1,667,778.00
Achen-Gardner Construction, LLC	\$1,671,999.00
TF Contracting Services	\$1,677,999.00
Standard Construction Company, Inc.	\$1,914,703.00

**TOWN OF CAREFREE, ARIZONA
UTILITIES COMMUNITY FACILITIES DISTRICT**

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF CAREFREE, ARIZONA UTILITIES COMMUNITY FACILITIES DISTRICT (CAREFREE UCDF), AUTHORIZING THE CHAIRMAN TO EXECUTE CONSTRUCTION SERVICES CONTRACT NO. 2025-C01 WITH JUD CO, LLC, FOR PIPELINE IMPROVEMENTS WITHIN THE SILVER SADDLE PRESSURE ZONE

WHEREAS, providing adequate water service to the public is an important, proper, and necessary public purpose; and

WHEREAS, the completion of the improvements to the Silver Saddle Pressure Zone will result in improved fire protection capabilities for approximately 25% of the Town of Carefree in addition to adding 7 new fire hydrants to the Highlands neighborhood of Carefree; and

WHEREAS, the Carefree UCDF has been awarded a Community Grant from the federal Environmental Protection Agency (EPA) for this project up to \$800,000; and

WHEREAS, the EPA requires as a condition of the Community Grant that the competitive bidding process be utilized as the delivery method for this project; and

WHEREAS, Jud Co, LLC, was the low bidder at a bid opening that was held on October 2, 2025, at 2:00 p.m. for the Silver Saddle Pressure Zone Waterline Improvement Project; and

WHEREAS, Jud Co, LLC, agrees to comply with all requirements of the bidding documents.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carefree UCDF that:

- 1) The Chairman is hereby authorized to execute Construction Services Contract No. 2025-C01 with Jud Co, LLC, for the Silver Saddle Pressure Zone Waterline Improvement Project for the Base Bid Amount of \$894,466.00, and further authorizing the disbursement of funds for these purposes, such authorization being contingent upon Item No. 2) below.
- 2) The Chairman is hereby authorized to delay the execution of Construction Services Contract No. 2025-C01 with Jud Co, LLC, until satisfactory communication has been received from EPA's designated representative(s) of concurrence with this award and confirmation from EPA of the availability of federal funding. Should concurrence not be received on these items, the Chairman is authorized to not execute Construction Services Contract No. 2025-C01 if he deems it appropriate.
- 3) Upon the execution of Construction Services Contract No. 2025-C01, the District Manager is hereby authorized to reserve an additional 25% over the Base Bid Amount (an additional \$223,616.50) as a contingency to cover unforeseen costs associated with the project.

PASSED AND ADOPTED BY the Board of Directors of the Town of Carefree, Arizona Utilities Community Facilities District this 4th day of November, 2025.

AYES NAYS ABSTENTIONS ABSENT

TOWN OF CAREFREE, ARIZONA
UTILITIES COMMUNITY FACILITIES DISTRICT

ATTTESTED TO:

John Crane, Chairman
Carefree UCFD

Kristen Krey, District Secretary
Carefree UCFD

APPROVED AS TO FORM:

Denis Fitzgibbons, District Attorney
Carefree UCFD

**TOWN OF CAREFREE, ARIZONA UTILITIES COMMUNITY FACILITIES DISTRICT
CONTRACTOR AGREEMENT**

PROJECT NUMBER: 2025-W01

CONTRACT NUMBER: 2025-C01

PROJECT NAME: SILVER SADDLE PRESSURE ZONE WATERLINE
IMPROVEMENT PROJECT

THIS CONTRACTOR AGREEMENT (hereinafter "the Agreement"), is made and entered into effective this _____ day of _____, 2025, between Jud Co, LLC, (hereinafter "CONTRACTOR") and the Town of Carefree, Arizona Utilities Community Facilities District (hereinafter "CAREFREE UCFD" or "UCFD"), a municipal corporation and political subdivision of the State of Arizona. (CONTRACTOR and CAREFREE UCFD hereinafter designated "the PARTIES").

- 1. Project:** Installation of SILVER SADDLE PRESSURE ZONE WATERLINE IMPROVEMENT PROJECT in Carefree, Arizona, being project number 2025-W01, contract number 2025-C01 (hereinafter "the Project"), solicited through an Invitation to Bid contained in the Project Specifications and Bid Documents, attached hereto as Exhibit A and incorporated herein by reference.
- 2. Scope of Services:** CAREFREE UCFD requests CONTRACTOR and CONTRACTOR agrees to perform Project services ("the Work") generally consisting of the installation of approximately 4,000 linear feet (LF) of new 8" waterline improvements and appurtenances within existing paved roadway corridors. Seven (7) new fire hydrant installations and thirteen (13) replacement water service lines will also be part of the project. The existing pipeline must remain in-service while the new pipeline is being constructed.

Work shall be performed in accordance with the contract documents, which consist of the plans and specifications therein, MAG Uniform Standard Specifications for Public Works Construction (Latest Edition), the General Conditions and Supplementary Conditions, Technical Specifications, Carefree UCFD Rules and Regulations, the Town of Carefree Town Code, industry accepted quality workmanship, and other specifications and details contained within the contract documents and the Contractor's bid, as accepted (to the extent not inconsistent with the foregoing). Performance Bond, Payment Bond, Certificates of Insurance and Change Orders, if any, are by this reference made a part of the Agreement to the same extent as if set forth herein in full.

Contractor agrees to perform the Work in consideration for and subject to the terms and conditions hereinafter set forth, and in accordance with all federal, state, county and Town laws, statutes, ordinances, rules and regulations applicable to the Project and the Work. Contractor represents and warrants that its work, findings, designs, plans and specifications, recommendations and professional advice are or will be done, made or prepared in a good and workmanlike manner and in

accordance with generally accepted contracting practices. Contractor further covenants and agrees, at its own cost and expense, to do the Work and install the required material as called for by the Agreement, free and clear of all claims, liens and charges whatsoever in the manner and under the conditions specified within the time, or times, stated in the bid form.

3. **Payment:** CAREFREE UCFD shall pay CONTRACTOR as compensation for the Work an amount not to exceed \$894,466.00. It is agreed that the Project has been bid on a Unit Price basis and that the quantities shown in the Bid Schedule are estimated based on the Plans, attached hereto as Exhibit B, which is incorporated herein by reference. Final Payment shall be based on the actual installed quantities, measured in accordance with Section 9.07 of the General Conditions as amended by the Supplementary Conditions.
4. **Method of Payment:** Each month, CONTRACTOR shall furnish to CAREFREE UCFD a statement of the Work performed for compensation during the preceding month, as authorized by the Agreement. CAREFREE UCFD shall pay statement within 30 days of receipt. Final payment shall be made within forty (40) days after final inspection and acceptance of the Work. Retainage shall be in accordance with MAG Section 109.7.

CONTRACTOR shall be solely responsible for all costs incurred in connection with the accomplishment of the Work for the Project. In addition to any other right and remedy it may have, CAREFREE UCFD may deduct from any amount due or to be come due to CONTRACTOR, any amount necessary to protect CAREFREE UCFD, in CAREFREE UCFD's reasonable opinion, from any loss arising from CONTRACTOR's breach of the Agreement.

5. **Additional Services:** It is agreed that any changes in the scope of the Work requested by CAREFREE UCFD or CAREFREE UCFD's representatives or by reason of revisions or changes in any applicable law, regulation, policy standard or personnel of any governmental agency, district or utility company having jurisdiction over all or any part of the Work or Project after the date of the Agreement, shall constitute extra work, and CONTRACTOR shall be compensated for said extra work as agreed between CONTRACTOR and CAREFREE UCFD or on a time-and-expense basis, subject to and conditioned upon a written change order signed by CAREFREE UCFD for any such extra work. CONTRACTOR agrees that it will make no claim for additional fees or expenses other than those specifically set forth in the Agreement and in written change orders signed by CAREFREE UCFD. In the absence of a written change order signed by CAREFREE UCFD, CONTRACTOR agrees that it will have no claim for compensation for extra work and hereby releases CAREFREE UCFD from any such claim.
6. **Intent of Independent Contractor Relationship:** The PARTIES intend that the relationship created by the Agreement shall be that of service recipient and independent contractor and not that of employer and employee. In this regard,

CONTRACTOR shall retain the exclusive right to control and direct all details of the Work.

For all purposes, including but not limited to the Federal Insurance Contributions Act ("FICA"), the Social Security Act, the Federal Unemployment Tax Act ("FUTA"), income tax withholding requirements, and all other federal, state and local laws, rules and regulations, CONTRACTOR (and CONTRACTOR's respective employees, if any) shall be treated as an independent contractor and not as an employee with respect to the CAREFREE UCFD.

7. **No Benefits:** None of the benefits, if any, which are provided by CAREFREE UCFD to its employees, shall be available to CONTRACTOR (or CONTRACTOR's employees, if any, which for purposes of this Paragraph 7 shall be included in the term "CONTRACTOR"). CONTRACTOR's exclusion from benefit programs maintained by CAREFREE UCFD is a material term of the terms of compensation negotiated by the PARTIES, and is not premised on CONTRACTOR's status as a non-employee with respect to CAREFREE UCFD. To the extent that CONTRACTOR may become eligible for any benefit programs maintained by CAREFREE UCFD (regardless of the timing of or reason for eligibility), CONTRACTOR hereby waives CONTRACTOR's right to participate in these programs. CONTRACTOR's waiver is not conditioned on any representation or assumption concerning CONTRACTOR's status under the common law test. CONTRACTOR agrees that, consistent with CONTRACTOR's independent contractor status, CONTRACTOR will not apply for any government-sponsored benefits that are intended to apply to employees.
8. **Workers' Compensation Coverage:** CONTRACTOR acknowledges that as an independent contractor, CONTRACTOR and CONTRACTOR's employees, if any, shall not be entitled to workers' compensation benefits from CAREFREE UCFD.
9. **Equipment and Tools:** CONTRACTOR shall provide and be responsible for maintaining any equipment and tools that CONTRACTOR uses, or determines is necessary, to accomplish the Work.
10. **Manner, Time, and Location:** The PARTIES agree that time is of the essence as it relates to completion of the Work under the Agreement. CONTRACTOR shall have the right to perform the Work in such manner, at such times, and at such locations as CONTRACTOR deems appropriate. CAREFREE UCFD shall have no right to interfere with CONTRACTOR's judgment with respect to manner, time, and place of performance of the Work, so long as any performance deadlines that may be established by CAREFREE UCFD are satisfied.

CONTRACTOR understands and agrees that the Project Work shall be substantially complete within one hundred twenty (120) calendar days beginning with the day following the starting date specified in the Notice to Proceed. Substantial completion shall include all underground pipeline work, and all booster pump station work required for the operation and delivery of water from the

improved facility. All contract work, including punchlist items, shall be completed and ready for issuance of Final Acceptance within one hundred fifty (150) calendar days beginning with the day following the starting date specified in the Notice to Proceed.

CONTRACTOR agrees that any damages incurred under this provision of the Agreement shall be defined pursuant to §108.9 of MAG Specifications, Failure to Complete on Time. In addition, any delay charges, damages, or increase in costs incurred by the Carefree UCFD, the Carefree UCFD, or the Town of Carefree as a result of the SILVER SADDLE PRESSURE ZONE WATERLINE IMPROVEMENT PROJECT not meeting deadlines and/or not being performed in accordance with the respective Carefree UCFD, MAG, Town of Carefree, and contract specifications, as well as industry standards, shall be paid for by the CONTRACTOR at no cost to the Town and/or Carefree UCFD.

- 11. Right to Engage Assistants:** CONTRACTOR shall have the right to engage others to assist in the accomplishment of the Work. CONTRACTOR shall be solely responsible for paying all compensation owed to any assistants CONTRACTOR engages and for paying, and/or withholding and remitting to the appropriate government agency, any applicable employment taxes that might be owed with respect to this compensation. CONTRACTOR also shall indemnify and hold CAREFREE UCFD harmless for, from and against any and all liabilities attributable to the obligations imposed on CONTRACTOR under the Agreement. The PARTIES acknowledge that CONTRACTOR shall retain the exclusive right to determine which workers CONTRACTOR shall engage for these purposes.
- 12. Performing Services for Others:** CAREFREE UCFD agrees that CONTRACTOR may perform services for others, so long as the performance of these services does not interfere with the completion of the Work.
- 13. Warranties:** CONTRACTOR warrants all services and materials CONTRACTOR provides as part of the Work against defects to the services and materials so provided for in the workmanship according to MAG §108.8.
- 14. Default:** CONTRACTOR understands and agrees that stopping work including withholding delivery of documents, applications or other work product to CAREFREE UCFD, any agency or other person, other than for nonpayment of amounts due under the Agreement, shall constitute a default under the Agreement and shall result in liability on the part of CONTRACTOR for damages including liability by reason of work stoppage. Upon any default under the Agreement by CONTRACTOR, including but not limited to any stoppage other than for non-payment of amounts due under the Agreement, CAREFREE UCFD shall have no further obligation to pay any amounts due under the Agreement to CONTRACTOR.
- 15. Documents:** CAREFREE UCFD shall receive and may retain any and all work product of CONTRACTOR, including all documents, plans, drawings, specifications, analyses, designs, models, ideas, reports, charts and computer

programs prepared by or on behalf of CONTRACTOR or otherwise utilized by CONTRACTOR (collectively "Work Product") in the discharge of its responsibilities under the Agreement, which Work Product shall immediately thereafter become the sole and exclusive property of CAREFREE UCFD.

CAREFREE UCFD is also granted a royalty-free, perpetual license to use, reproduce, copy and distribute the Work Product for itself and for its other contractors, subcontractors and consultants either as needed in connection with the Project contemplated under the Agreement or as needed for reference and information related to the use, occupancy or maintenance of the completed Project.

- 16. Termination:** CAREFREE UCFD may terminate the Agreement with or without cause by giving thirty (30) days' written notice to CONTRACTOR. In such event, CAREFREE UCFD shall forthwith pay CONTRACTOR in full for all work previously authorized in writing and satisfactorily performed prior to the effective date of termination.
- 17. Indemnification:** CONTRACTOR agrees to defend, indemnify and hold harmless CAREFREE UCFD and TOWN OF CAREFREE and its elected and appointed officials, officers, agents, boards, commissions, employees, attorneys and representatives from all suits, including attorneys' fees and costs of litigation, actions, laws damage, expense, cost or clams, of any character or of any nature arising out of or in connection with any act or omission of CONTRACTOR, its agents and employees, and of any subcontractor, its agents and employees, in the course of the performance of the Work or in connection with the Project or the Agreement which results directly or indirectly in the injury to or death of any person or persons, or the damage of any property of any person or persons, or on account of act, claim or amount arising or recovered under workers' compensation law, or arising out of any failure of CONTRACTOR or those acting under CONTRACTOR to conform to any statutes, ordinances, regulations, laws or court decrees, or which results in a claim, lien or charge (in which event CONTRACTOR shall pay and take all steps necessary to remove the claim, lien or charge at no cost to CAREFREE UCFD and TOWN OF CAREFREE). It is the intent of the PARTIES that CAREFREE UCFD and TOWN OF CAREFREE shall, in all instances, be indemnified and held harmless by CONTRACTOR against any liability, losses and damages of any nature whatsoever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the Agreement or the performance of the Work, whether the liability, losses and damages are caused by or alleged to be caused in whole or in part by the negligence, gross negligence or fault of CAREFREE UCFD, TOWN OF CAREFREE, or any of its officers, agents, attorneys or employees.

Prior to commencing any work under the Agreement, CONTRACTOR will procure and maintain a certificate of insurance covering liability and property damage issued by an insurance company authorized to transact business in the State of Arizona, as shall protect CONTRACTOR and its employees, agents and any other person or entity responsible for performing the Work under the Agreement, from claims for damages for personal injury, including death, as well as from claims for

property damage which may arise from or be related to the Work, the Project or the Agreement. The certificate of insurance shall name CAREFREE UCFD, CAREFREE UCFD, and TOWN OF CAREFREE as additional insureds and shall be delivered to CAREFREE UCFD prior to commencing any work under the Agreement. Such insurance shall be primary and shall provide coverage for all liability under the Agreement. The policy limits of such liability and property damage insurance shall contain not less than the following limits of coverage: (1) \$1 million for death or bodily injury or loss sustained by any one person per occurrence; (2) \$2 million for death or bodily injury or loss sustained by more than one person per occurrence; and (3) \$1 million for loss sustained for damage to property occasioned per occurrence. Such insurance shall be maintained in full force and effect until all work under the Agreement is complete.

18. DISPUTE AVOIDANCE AND RESOLUTION

18.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, the CONTRACTOR and the CAREFREE UCFD each commit to resolving any disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

18.1.1 The CONTRACTOR and the CAREFREE UCFD will first attempt to resolve disputes or disagreements at the field level through discussions between the CONTRACTOR's Representative, the CAREFREE UCFD's Project Manager.

18.1.2 If a dispute or disagreement cannot be resolved through the CONTRACTOR's Representative, and the CAREFREE UCFD's Project Manager, the CONTRACTOR's Senior Representative and the CAREFREE UCFD's General Manager, upon the request of either party, will meet as soon as conveniently possible, but in no case later than 30 days after the request is made, to attempt to resolve the dispute or disagreements.

18.1.3 Before any meetings between the Senior Representative and the General Manager, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreements. Should the Parties' representatives be unable to resolve the dispute or disagreement, the parties shall submit the matter to binding private arbitration. Any settlement agreement signed by the parties pursuant to the arbitration shall be binding.

18.1.4 **Duty to Continue Performance.** Unless provided to the contrary in the Contract Documents, the CONTRACTOR will continue to perform the Work and the CAREFREE UCFD will continue to satisfy its payment obligations to the CONTRACTOR pending the final resolution of any dispute or disagreement between the CONTRACTOR and the CAREFREE UCFD.

19. Notices: Any notice under the Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CAREFREE UCFD or to CONTRACTOR at the corresponding address below. CONTRACTOR shall be obligated to notify CAREFREE UCFD in writing of any change in his address. Notices of change of address shall be effective only when done in accordance with this paragraph.

To CAREFREE UCFD: District Manager
Town of Carefree, Arizona Utilities Community
Facilities District
c/o Gary Neiss, Town Administrator
8 Sundial Circle
P. O. Box 740
Carefree, Arizona 85377

With a copy to: Denis Fitzgibbons
UCFD Attorney
Fitzgibbons Law
1115 E. Cottonwood Lane, Suite 150
Casa Grande, AZ 85122

To CONTRACTOR: John Barlow, Manager
Jud Co, LLC
4765 W 2100 N
P.O. Box 522
Cedar City, UT 84721

- 20. Integration:** The Agreement is intended to be the final, complete, and exclusive statement of the terms of CONTRACTOR's engagement by CAREFREE UCFD. The Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the engagement of CONTRACTOR, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CAREFREE UCFD, now or in the future, apply to CONTRACTOR and are inconsistent with the terms of the Agreement, the provisions of the Agreement shall control.
- 21. Amendments; Waivers:** The Agreement may not be amended except by an instrument in writing, signed by each of the PARTIES. Failure to exercise any right under the Agreement shall not constitute a waiver of such right.
- 22. Assignment; Successors and Assigns:** Neither CAREFREE UCFD nor CONTRACTOR shall assign any rights or obligations under the Agreement. The

Agreement shall be binding upon the PARTIES, their heirs, successors, transferees and assigns.

23. **Attorneys' Fees:** In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of the Agreement, the prevailing PARTY shall be entitled to recover reasonable attorneys' fees and costs. In the event that the parties enter into binding private arbitration, the prevailing PARTY in the arbitration shall be entitled to receive from the other party reasonable attorneys' fees and reasonable expenses as determined by the arbitrator.
24. **Governing Law:** The Agreement shall be governed by and construed in accordance with the law of the State of Arizona. Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa. The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer for removal of any action commenced in accordance with the terms of the Section.
25. **Interpretation:** The Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example, and not in limitation, the Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in the Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.
26. **Severability:** If any one or more of the provisions of the Agreement shall be held or found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
27. **Conflicts of Interest:** The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this contract.
28. **License:** CONTRACTOR represents and warrants that any license necessary to perform the work under this Agreement is current and valid. CONTRACTOR further represents and warrants that any license necessary to perform the services by a Subcontractor under this Agreement is current and valid.
29. **Undocumented Workers:** CONTRACTOR understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of A.R.S. §41-4401, CONTRACTOR hereby warrants to the CAREFREE UCDF that the CONTRACTOR and each of its subcontractors ("Subcontractor") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Immigration Warranty"). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject the CONTRACTOR to penalties up to and including termination of this Agreement at the sole discretion of the CAREFREE UCDF. The CAREFREE

UCFD retains the legal right to inspect the papers of any CONTRACTOR or Subcontractor employee who works on this Agreement to ensure that the CONTRACTOR or Subcontractor is complying with the Immigration Warranty. CONTRACTOR agrees to assist the CAREFREE UCFD in regard to any such inspections. The CAREFREE UCFD may, at its sole discretion, conduct random verification of the employment records of the CONTRACTOR and any of subcontractors to ensure compliance with Immigration Warranty. CONTRACTOR agrees to assist the CAREFREE UCFD in regard to any random verification(s) performed.

Neither the CONTRACTOR nor any Subcontractor shall be deemed to have materially breached the Immigration Warranty if they establish 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 A.R.S. §23-214, Subsection A.

The provisions of this paragraph must be included in any contract the CONTRACTOR enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

30. **Israel Boycott:** CONTRACTOR shall not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel in accordance with A.R.S. §35-393.01.
31. **Forced Labor of Ethnic Uyghurs Prohibited.** Pursuant to A.R.S. § 35-394, CONTRACTOR hereby certifies to the CAREFREE UCFD as follows: that it is not currently using, and agrees for the duration of this Agreement to not use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. The CONTRACTOR further acknowledges and agrees that: (1) if the CONTRACTOR becomes aware during the term of this Agreement that it is not in compliance with this certification that the CONTRACTOR will notify the CAREFREE UCFD within five (5) business days after becoming aware of the noncompliance; and (2) if the CONTRACTOR does not provide the CAREFREE UCFD with a written certification that the CONTRACTOR has remedied the noncompliance within one hundred eighty (180) days after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement's termination date. The CAREFREE UCFD retains the legal right to inspect the records of the CONTRACTOR to ensure compliance with this certification for the duration of this Agreement.

32. **Americans With Disabilities Act.** This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
33. **Equal Employment Opportunity (Non-Discrimination).** The CONTRACTOR shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans with Disabilities Act. The CONTRACTOR shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

The following provisions apply to this Contract to comply with Federal funding requirements:

34. **Davis-Bacon and Related Acts (DBRA).** By entering into this Contract, Contractor acknowledges and agrees to follow all DBRA terms and requirements, including, but not limited to, those provided at the following links:

https://www.epa.gov/system/files/documents/2023-10/dbra_requirements_for_contractors_and_subcontractors_under_epa_grants.pdf

https://www.epa.gov/system/files/documents/2023-10/dbra_requirements_for_contracts_in_excess_of_100_000_under_epa_grants.pdf

Additional information on DBRA requirements can be found in Section 10.3 of the Information for Bidders, attached hereto as part of Exhibit A.

35. **DBE/WBE Good Faith Efforts**

The Contractor shall implement good faith efforts to ensure all Disadvantaged Business Enterprises (DBEs) and Women's Business Enterprises (WBEs) have the opportunity to participate in this EPA financially assisted project.

Contractor shall provide to the Contract Administrator an annual report, due by October 10th, on these efforts that cover the prior Federal Fiscal Year which ends on September 30th. Additional information on DBE/WBE good faith efforts can be found in Section 10.4 of the Information for Bidders, attached hereto as part of Exhibit A.

The PARTIES have duly executed the Agreement as of the date first written above.

“CAREFREE UCFD”

TOWN OF CAREFREE, ARIZONA UTILITIES
COMMUNITY FACILITIES DISTRICT
a municipal corporation and political
subdivision of the State of Arizona

By: _____
Its: District Manager

Contractor Acknowledgment: CONTRACTOR hereby acknowledges and certifies that CONTRACTOR has read, understands, and agrees to the above Agreement provisions and CONTRACTOR; 1) had the opportunity to seek advice regarding any provisions that were thought to be ambiguous, 2) had the opportunity to consult with legal counsel regarding the Agreement, 3) is fully aware of Agreement's legal effect, and 4) has entered into the Agreement freely and voluntarily and based on CONTRACTOR's own judgment and not on any representations or promises other than those contained in the Agreement.

“CONTRACTOR”

By: _____
John Barlow

Its: Manager

Social Security Number or
Employer Identification Number:

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the PARTIES herein above named, on the date and year first above written.

CONTRACTOR:
JUD CO, LLC

BY: _____
John Barlow, Manager

ADDRESS: 4765 W 2100 N
P.O. Box 522
Cedar City, UT 84721

CORPORATE SEAL:

**TOWN OF CAREFREE, AZ UTILITIES
COMMUNITY FACILITIES DISTRICT**

By: _____
John Crane, President

ATTEST:

By: _____
Kristen Krey, Carefree UCFD
Secretary/Treasurer

APPROVED AS TO FORM:

Denis Fitzgibbons, UCFD Attorney

EXHIBIT A

TOWN OF CAREFREE, ARIZONA UTILITIES COMMUNITY FACILITIES DISTRICT

PROJECT SPECIFICATIONS AND BID DOCUMENTS

Project Number: 2025-W01

Contract Number: 2025-C01

SILVER SADDLE PRESSURE ZONE WATERLINE IMPROVEMENT PROJECT

DISTRICT MANAGER: Greg Crossman.
480-488-9100

CONTRACT ADMINISTRATOR: Greg Crossman
480-488-9100

PROJECT MANAGER: Greg Crossman
Office: 480-488-9100
Email: greg@carefreewaterco.com

BIDS DUE: October 2, 2025 (Thursday) **LOCATION:** Carefree UCFD Offices
TIME: 2:00 p.m. MST (Arizona Time) **7181 Ed Everett Way**
Carefree, AZ 85377

TOWN OF CAREFREE, ARIZONA UTILITIES COMMUNITY FACILITIES DISTRICT

PROJECT SPECIFICATIONS AND BID DOCUMENTS

**Project Number: 2025-W01
Contract Number: 2025-C01**

SILVER SADDLE PRESSURE ZONE WATERLINE IMPROVEMENT PROJECT

Chair John Crane
Vice Chair Cheryl Kroyer

Board Members:
Sheila Amoroso
Lon Johnson
Colleen Rose-Scurti
Diane Lloyd Roth
Clint Miller

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**GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, TECHNICAL
SPECIFICATIONS, AND PLANS***

*See individual document for Table of Contents and page numbering

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INVITATION TO BID

PROJECT NO.: 2025-W01 - CONTRACT NO.: 2025-C01

PROJ. NAME: SILVER SADDLE PRESSURE ZONE WATERLINE IMPROVEMENT PROJECT

Notice is hereby given that **sealed Bids will be received at the office of the Town of Carefree, Arizona Utilities Community Facilities District (UCFD or Carefree UCFD), 7181 Ed Everett Way, Carefree, AZ 85377 until but no later than 2:00 PM (MST/Arizona Time) on October 2, 2025**, for furnishing labor, tools, materials, equipment, and incidentals as required for construction of the SILVER SADDLE PRESSURE ZONE WATERLINE IMPROVEMENT PROJECT. Bids will be opened at that time and publicly read aloud.

The project generally consists of the installation of approximately 4,000 linear feet (LF) of new 8" waterline improvements and appurtenances within existing paved roadway corridors. Seven (7) new fire hydrant installations and thirteen (13) replacement water service lines will also be part of the project. The existing pipeline must remain in-service while the new pipeline is being constructed.

All work shall be performed in accordance with the Project Specifications and Bid Documents now on file and available for examination in the office of the UCFD:

Town of Carefree, Arizona Utilities Community Facilities District
7181 Ed Everett Way
Carefree, AZ 85377
(480) 488-9100 or office@carefreewaterco.com

Electronic (pdf) versions of the Project Specifications and Bid Documents can be requested from the Project Engineer, Cassandra Alejandro, P.E. with Coe and Van Loo, Inc. (CVL) at 602-285-4763, calejandro@cvlci.com. CVL will be keeping a list of plan holders, so please be prepared to provide contact information when you call or email.

Bids shall be sealed and plainly marked with Bidder's name, address, Project No., Contract No., and the time and date of opening, and labeled SILVER SADDLE PRESSURE ZONE WATERLINE IMPROVEMENT PROJECT in accordance with the Information for Bidders. Bids shall be executed on the Bid Form in accordance with the instructions bound therein. Each bid shall be accompanied by a certified or cashier's check or surety bond payable to the Town of Carefree, Arizona Utilities Community Facilities District in an amount not less than ten percent (10%) of the total Base Bid price, as a guarantee that the bidder will enter into a Contract pursuant to his or her bid within the time period after the Notice of Award as stated in the Specifications. The Bidder to whom the award is made will be required to furnish both a performance bond and a payment bond (labor and materials bond). The Carefree UCFD reserves the right to reject any or all bids and to waive any informalities or irregularities in awarding the Bid.

A pre-bid conference will be held on Wednesday, September 10, 2025, at 9:00 AM (MST/Arizona Time) at the intersection of Cow Track Trail and Sombrero Rd, Carefree, AZ 85377 (south side of Cow Track – note that Sombrero Rd is offset at Cow Track). Contractors are encouraged to attend the pre-bid conference to inspect the site conditions and confirm the layout as denoted on the plans. Please contact Greg Crossman, District Manager, Carefree UCFD at (480) 488-9100 to confirm your attendance.

Bidder shall be a licensed "A General Engineering" Contractor in the State of Arizona.

Dated: August 27, 2025

By: Greg Crossman.

INFORMATION FOR BIDDERS

1. SUBMITTING BIDS

- 1.1 No bid will be considered unless it is submitted on the bid forms contained herein, fully completed and presented, sealed, in an opaque envelope.
- 1.2 BIDDERS MUST ENTER THEIR NAME AND ADDRESS IN THE UPPER LEFT CORNER OF THE ENVELOPE AND THE PROJECT NUMBER, WITH THE TIME AND DATE OF THE BID OPENING IN THE LOWER LEFT CORNER OF THE ENVELOPE. THE CENTER OF THE ENVELOPE MUST BE LABELED "SILVER SADDLE PRESSURE ZONE WATERLINE IMPROVEMENT PROJECT".
- 1.3 Bidder shall submit with the Bid three (3) references for similar projects completed by Bidder within the last five (5) years. Submittals shall include the project name, construction dates, name of a project reference, the reference's company and position held, the reference's telephone number and email, and a brief description of the project. In evaluating Bidders, Owner will consider the qualifications and experience of Bidders and may contact the references to verify the Bidder's qualifications and experience. Bidders who have not completed at least three (3) similar and verifiable projects in the last five (5) years in an acceptable manner may be deemed non-responsive.

Through their references, or through an independent supplemental statement submitted with their Bid, Bidders must demonstrate the ability to meet and comply with Federal funding requirements including DBRA and DBE/WBE good faith efforts (see Section 10 for further details).

1.4 Unit Price Bid

- 1.4.1 Bidders shall submit a Bid on a unit price basis for each Item of Work listed in the Bid schedule.
- 1.4.2 The total cost of each line item shall be the product of the "Quantity" of that line item and the corresponding "Unit Price". The Grand Total – Base Bid shall be the sum of each of the "Total" line item prices.
- 1.4.3 Discrepancies between the "Total" line item cost and the multiplication of the units of "Quantity" and "Unit Prices" will be resolved in favor of the multiplication of the "Quantity" and the "Unit Prices". Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 1.5 Bidder is made aware of Arizona Administrative Code R15-5-153 which exempts pipes, valves, and fire hydrants from Transaction Privilege Tax if greater than 4-inches in diameter and if used to transport water. Bidder is referred to Arizona Department of Revenue Arizona Form 5000.
- 1.6 Bids received after the time and date specified above will be returned unopened to the bidder. A bid may be withdrawn prior to the time set for opening bids. No bid may be withdrawn for a period of sixty (60) days after the date set for receipt of bids.
- 1.7 Bids accepted by the Carefree UCFD constitute a legally binding offer to contract with the UCFD in response to this invitation and on the Town of Carefree, Arizona Utilities Community Facilities District construction contract.

2. BONDS REQUIRED

- 2.1 Each bid must be accompanied by a certified check or cashier's check made payable to the order of Town of Carefree, Arizona Utilities Community Facilities District in the sum of not less than 10% of the total bid, or a bond with sufficient sureties to be approved by the Carefree UCFD in a sum equal to 10% of the total bid, and naming the Town of Carefree, Arizona Utilities Community Facilities District as obligee. Such security shall be returned to all except the three lowest responsible bidders within twelve (12) days after the opening of bids, and the three (3) remaining securities returned within three (3) days after the bidder to whom the Carefree UCFD Board of Directors has awarded the contract has executed the contract.
- 2.2 Bonds in the following amounts will be required at the time of executing the formal contract:
 - 1) Contract (Performance) Bond - one hundred percent (100%) of the contract price.
 - 2) Labor and Materials (Payment) Bond - one hundred percent (100%) of the contract price.
- 2.3 At the time of approval of any additional work by change order, the Contractor may be required to provide an additional amount of Contract (Performance) Bond and/or Labor and Materials (Payment) Bond equal to 100% of any resulting contract price increases deemed appropriate by the Contract Administrator or designee.
- 2.4 Performance and Payment Bonds must be provided on statutory forms included in these documents

3. INTERPRETATIONS, ADDENDA

- 3.1 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner (Carefree UCFD) in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received after the "Questions Deadline" established in these Bid Documents may not be answered. Only questions answered by Addenda will be binding. The Carefree UCFD reserves the right to establish a new bid opening date by Addenda.
- 3.2 Should Bidder find an ambiguity, inconsistency or error in the plans, specifications, or bidding documents, or should Bidder be in doubt as to their meaning, Bidder shall at once notify the Contract Administrator in writing, who may prepare a written Addendum if deemed appropriate by the Contract Administrator.
- 3.3 Questions or interpretations shall be directed to the Contract Administrator. Each bidder shall designate a specific individual from their organization to communicate with the Contract Administrator.
- 3.4 The Carefree UCFD will not be responsible for oral instructions or information. Oral and other interpretations or clarifications will be without legal effect unless issued by Addenda.
- 3.5 The Contract, if awarded, will be on the basis of the materials and equipment specified or described in the Bidding Documents. Alternate items under this Contract will only be allowed and reviewed for those materials and equipment that are qualified with the terminology "or approved equal". The materials and equipment described in the Bidding Documents that are qualified as "or approved equal" are intended to establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by Owner as a substitute or "or-equal" unless written request for approval has been submitted by Bidder and has been received by the "Approved Equals Deadline" established in these Bid Documents. Each such request shall conform to the requirements of Paragraph 6.05 of the General and Supplementary Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Owner's decision of approval or disapproval of a proposed item will be final. If Owner approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.
- 3.6 Any addenda issued by the Carefree UCFD during the time of bidding are to be included in the bid, and will become a part of the contract. Bidders

must acknowledge receipt of all addenda on the bid form in the space provided, and failure to do so will result in rejection of a bid.

3.7 Addenda will be sent to each person or firm recorded as having received the bidding documents or will be available wherever the bidding documents are kept.

4. **Pre-Bid Conference** - A pre-bid conference will be held at 9:00 AM local time (MST/Arizona Time) on September 10, 2025, at the intersection of Cow Track Trail and Sombrero Rd, Carefree, AZ 85377 (**south side of Cow Track – note that Sombrero Rd is offset at Cow Track**). Representatives of the Carefree UCFD will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. The Carefree UCFD will transmit to all prospective Bidders of record such Addenda as the Carefree UCFD deems necessary in response to items arising at the Pre-Bid Conference. Oral statements shall not be relied upon and will not be binding or legally effective.

5. SUMMARY OF IMPORTANT INFORMATION AND DATES

Plan Holder Registration:	Call or email: Cassandra Alejandro, P.E. Coe and Van Loo (CVL), Inc. 602-285-4763 calejandro@cvlci.com Provide the following: Company Name, AZ Contractors License No. (if applicable), Address, Point of Contact, Phone No., and email address
Available Electronic Documents:	Bid Documents, Design Plans, Specifications
Pre-Bid Conference*:	September 10, 2025, 9:00 a.m. (Arizona Time) Cow Track Trl. & Sombrero Rd., Carefree, AZ 85377 (South Side of Cow Track – Note that Sombrero is offset at Cow Track)
Questions Deadline:	September 17, 2025, 9:00 a.m. (Arizona Time) emailed to: calejandro@cvlci.com copied to: greg@carefreewaterco.com
Request for Approved Equals Deadline:	September 17, 2025, 9:00 a.m. (Arizona Time) emailed to: calejandro@cvlci.com copied to: greg@carefreewaterco.com
Anticipated Responses on Quest. & Approve Equals (Carefree UCFD):	September 25, 2025, 2:00 p.m. (Arizona Time)
Bids Due Date:	October 2, 2025, 2:00 p.m. (Arizona Time)

Bid Submittal Location: **Town of Carefree, Arizona Utilities
Community Facilities District Offices**
**(cannot be used for
Postal Service Mailing)** **7181 Ed Everett Way
Carefree, AZ 85377**

* Attendance at the Pre-Bid Conference is not mandatory; however, Bidders are strongly encouraged to attend. Bidders are also strongly encouraged to read the entire solicitation prior to the Pre-Bid Conference.

All bids must be received at the Town of Carefree, Arizona Utilities Community Facilities District's Office Front Desk, by the date and time stated above. Late bids will not be considered. Bids received by the correct date and time shall be opened and receipt documented. Bidders are advised to carefully read the entire solicitation package. Bids that do not comply with all of the instructions may be disqualified.

6. AWARD/REJECTION OF BIDS

If the Carefree UCFD Board of Directors decides to award a contract, it shall award the contract to the lowest responsive, responsible bidder whose bid is satisfactory to the Carefree UCFD Board of Directors and Contract Administrator.

- 6.1 The Carefree UCFD Board of Directors and Contract Administrator reserves the right, as the interest of the Carefree UCFD requires, to reject any or all bids, to waive any informality in bids received, to award a contract by accepting or rejecting any alternate bid(s) (additive or subtractive) and reserves the right to reject the bid(s) of any bidder who has previously failed to perform competently in any contract with the Carefree UCFD, or is not a responsible bidder.
- 6.2 If all bids exceed the Carefree UCFD's estimate of the cost to complete the Work, instead of rejecting all bids, the Carefree UCFD Board of Directors and/or Contract Administrator may, in its sole discretion, negotiate with the apparent low responsible and responsive bidder for a price reduction and the Carefree UCFD may make an award and enter into a contract with the lowest responsible and responsive bidder for such reduced price.

7. EXECUTION OF CONTRACT

The Contractor shall execute the standard construction contract with the Town of Carefree, Arizona Utilities Community Facilities District within seven (7) days after receiving the Notice of Award.

8. START AND COMPLETION OF WORK

Work shall start as specified within the Notice To Proceed and shall be substantially completed within one hundred twenty (120) calendar days after such issuance. All contract work shall be completed and ready for issuance of Final Acceptance of the project within one hundred fifty (150) calendar days.

9. MEASUREMENT AND PAYMENT

The final payment amount for this Unit Price Contract shall be based on the final installed quantities as approved by the Contract Administrator. Final payment will be made within forty (40) days after approval of the final invoice by the Carefree UCFD Inspector and a CONTRACTOR's AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS is received. The above affidavit shall be submitted on forms provided in this document.

10. FEDERAL REQUIREMENTS

The Silver Saddle Pressure Zone Waterline Improvement Project is being financially assisted by a grant from the U.S. Environmental Protection Agency (EPA). As such, all Federal procurement requirements must be met by the Contractor including, but not limited to, the following:

10.1. Build America, Buy America (BABA) Act

Existing waivers to the BABA Act are described at <https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers>. By correspondence dated June 6, 2025, EPA has provided the Carefree UCFD confirmation that the Silver Saddle Pressure Zone Waterline Improvement Project is covered by the "Amended Public Interest Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act, 2021 for State Revolving Fund and Water Infrastructure Projects that initiated Design Planning prior to May 14, 2022." This waiver may be found at the link provided above.

10.2. American Iron and Steel (AIS)

By correspondence dated June 6, 2025, EPA has also indicated that, with the issuance of the above referenced BABA Act waiver, AIS requirements do not apply to Carefree UCFD's Silver Saddle Pressure Zone Waterline Improvement Project.

10.3. Davis-Bacon and Related Acts (DBRA)

Davis-Bacon and Related Acts (DBRA) is a collection of labor standards provisions, administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more. The current Prevailing Wage Determination is attached to the end of this section;
- Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

By submitting a bid on this solicitation, and by entering into a Contract for construction, Contractor acknowledges and agrees to comply with all DBRA terms and requirements. Guidance on DBRA requirements are provided at the following links:

https://www.epa.gov/system/files/documents/2023-10/dbra_requirements_for_contractors_and_subcontractors_under_epa_grants.pdf

https://www.epa.gov/system/files/documents/2023-10/dbra_requirements_for_contracts_in_excess_of_100_000_under_epa_grants.pdf

10.4. DBE/WBE Good Faith Efforts

The Contractor agrees to implement good faith efforts to ensure all Disadvantaged Business Enterprises (DBEs) and Women's Business Enterprises (WBEs) have the opportunity to participate in this EPA financially assisted project. Those good faith efforts are as follows:

- Ensure that DBEs/WBEs are made aware of subcontracting opportunities to the fullest extent possible.
- Encourage and facilitate participation by DBEs/WBEs through solicitation postings a minimum of 30-days whenever possible, and through time frames for contracting, delivery schedules, and permitting, that encourage such DBE/WBE participation.
- Provide subcontracting opportunities, if feasible, for smaller tasks that encourage DBE/WBE participation.
- Consider subcontracting with a consortium of DBEs/WBEs for certain tasks.
- As necessary and/or practical, use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Contractor shall provide to the Contract Administrator an annual report on these efforts that cover the prior Federal Fiscal Year which ends on September 30th. This annual report is due by October 10th.

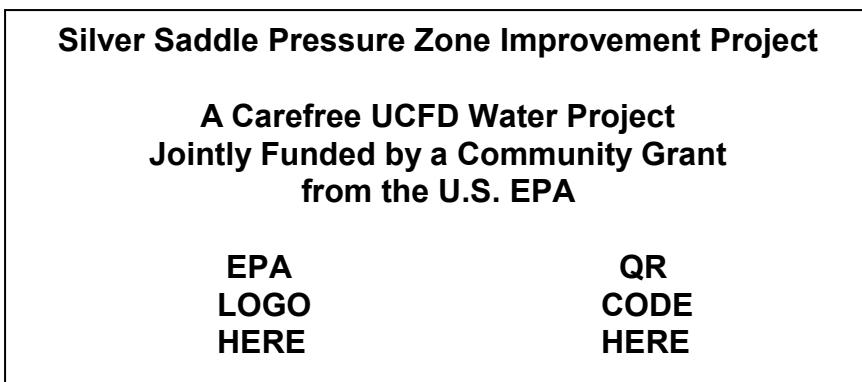
10.5 Other Federal Requirements

The Contractor shall comply with all of the following:

- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
- Clean Air Act (42 U.S.C. 7401-7671g.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)
- Debarment and Suspension (Executive Orders 12549 and 12689)
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

10.6. Project Signage

The Contractor shall provide two (2) 4 ft. x 8 ft. project signs installed at the south end and the north end of the project. The southern sign shall be placed near the intersection of Sombrero Road and Cow Track Drive and shall be visible to northbound traffic. The northern sign shall be placed near the intersection of Concho Lane and Silver Saddle Drive and shall be visible to southbound traffic. The final sign configuration shall be approved by the Owner/Engineer, but shall generally contain the following verbiage and graphics:



The sign shall be blue with minimum 4" white lettering. QR Code shall be provided by the Carefree UCDF and shall link to a project website with additional information.

11. PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER

The successful bidder may obtain up to five (5) sets of plans and specifications for this project from the Carefree UCDF, or its designee, at no cost. Additional sets will be furnished at cost.

12. CONTRACTOR'S INSURANCE COVERAGE

12.1 Compensation Insurance

The Contractor shall secure and maintain during the life of this contract, Workmen's Compensation Insurance for all his employees at the site of the project, and, in case any of the work is sublet, the Contractor shall require each subcontractor similarly to provide Workmen's Compensation Insurance for his employees unless such employees engaged are covered by the Contractor. In the event any class of employees engaged in the work under this contract at the site of the project is not protected by Workmen's compensation Statute, the Contractor shall provide and similarly shall cause such subcontractor to provide special insurance for the protection of each employee not otherwise protected.

12.2 Public Liability and Property Damage Insurance

The Contractor shall secure and maintain, during the life of this Contract, such public liability and property damage insurance, both general and automobile liability, as shall protect him, any subcontractor performing

work under this contract, and the Town of Carefree, Arizona Utilities Community Facilities District from all claims for bodily injury, including accidental death, and from all claims for property damage arising from operations under this contract, whether such operations are conducted by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor agrees to include the Town of Carefree, Arizona Utilities Community Facilities District as an additional insured in all the insurance policies required under this contract and such insurance shall be primary. The policy limits of such liability and property damage insurance shall be the same as listed below under Comprehensive General Liability.

12.3 The minimum limits required are:

- 1) Workmen's Compensation Insurance shall be secured and maintained in accordance with the Workmen's Compensation Laws of Arizona, as revised.
- 2) Comprehensive General Liability Insurance, including broad form property damage, premises, operations, independent contractors, contractual, and automobile liability, shall be secured by the Contractor. The policy coverage limits of such liability and property damage insurance shall not be less than the following: (1) \$1 million for death or bodily injury or loss sustained by any one person per occurrence; (2) \$2 million for death or bodily injury or loss sustained by more than one person per occurrence; and (3) \$1 million for loss sustained for damage to property occasioned per occurrence. Such insurance shall be maintained in full force and effect until all project work is complete.
- 3) The General Contractor subletting any part of the work awarded to him shall provide a contingent liability policy in the same amount as provided for in his public liability insurance.

12.4 Policy coverage shall include, but shall not be limited to coverage for:

- 1) Damage to underground utilities.
- 2) Liability assumed in construction agreements and other types of contracts or agreements in effect in connection with the subject insured operations.
- 3) All owned, hired or non-owned automotive equipment used in connection with the insured operation.

12.5 Certificates and Cancellation

The Contractor shall submit a Certificate of Insurance evidencing the required coverage and limits stated above before beginning the Work, but no later than within ten (10) days of receiving the Notice of Award. Failure to maintain the required insurance coverage in continuous force from this

date until final completion and acceptance is a material breach of the contract and constitutes grounds for termination.

Insurance evidenced by this Certificate shall not expire, be cancelled, or materially changed without thirty (30) days prior written notice to the Carefree UCFD and that statement must appear on the Certificate.

If a policy does expire during the life of the contract, a renewal Certificate of the required coverage must be sent to the Town of Carefree, Arizona Utilities Community Facilities District no later than thirty (30) days prior to the expiration date.

12.6 Indemnification

The Contractor shall defend, indemnify, and hold harmless the Town of Carefree Arizona Utilities Community Facilities District (Carefree UCFD), the Town of Carefree, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and representatives from all damages, claims or liabilities and expenses, (including attorney fees) costs of suit, and legal expenses of any character or nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Workmen's Compensation Laws or any other law, by-law, ordinance, or order or decree. If the Contractor fails to provide a defense for the Carefree UCFD and the Town of Carefree or if Contractor fails to acknowledge without reservation its duty to indemnify and hold the Carefree UCFD and the Town of Carefree harmless as provided in this paragraph, the Carefree UCFD and the Town of Carefree may settle any such claims, damages, or liabilities and conclusively bind the Contractor to the terms of any judgment stipulated to as part of the settlement. Nothing in this paragraph shall require the Contractor to indemnify or hold harmless the Carefree UCFD or the Town of Carefree against any liability for loss or damage resulting from the sole negligence of the Carefree UCFD, or the Town of Carefree or its respective agents.

13. PERMITS

Permits shall be obtained from the Town of Carefree at no cost to the Contractor.

- 13.1 During the life of the contract, the Contractor shall secure and maintain State of Arizona and Town of Carefree transaction privilege (sales) tax permits.
- 13.2 The CONTRACTOR shall state his Arizona Contractor's License number and classification as evidence that he is qualified to contract the work as indicated in the specifications, and shall keep his Contractor's License in good standing during the life of the contract.

14. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

14.1 It is the responsibility of each bidder, before submitting a bid, to:

- a) examine the contract documents thoroughly,
- b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work,
- c) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work,
- d) study and carefully correlate bidder's observations with the contract documents, and
- e) consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Bidding Documents; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- f) notify the Contract Administrator of all conflicts, errors or discrepancies in the contract documents.

The successful bidder shall not be allowed any extra compensation by reason of any matter or thing which a reasonably prudent contractor skilled in the trade could have determined by undertaking any of the foregoing actions.

14.2 Information and data reflected in the contract documents with respect to underground facilities at, under, or contiguous to the site is based upon information and data furnished to the Carefree UCFD and engineer by owners of such underground facilities or others. The Carefree UCFD disclaims liability and does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the supplementary conditions. The Contractor shall rely solely on his own information and on information provided to him under the Arizona Blue Stake Statues, A.R.S. 400360.21 et seq. for determining the presence and location of underground facilities.

14.3 Before submitting a bid, each bidder will, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground facilities) at, under, or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and any and all difficulties or restrictions relating to the performance of the work and which bidder

deems necessary to determine its bid for performance with the time, price and other terms and conditions of the contract documents.

Failure of the successful bidder to examine the conditions of the work will not relieve the successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in his bid.

- 14.4 On request in advance, the Carefree UCFD will provide each bidder access to the sites to conduct such explorations and tests as are reasonable and as each bidder deems necessary for submission of a bid. Bidder shall indemnify and hold the Carefree UCFD harmless against all claims and liability, which may result therefrom. Bidder shall promptly complete all such explorations and tests, and bidder shall fill all holes, clean up and restore every site to its former condition upon completion of such exploration. Bidder shall comply with all applicable Laws and regulations relative to excavation and utility locates.
- 14.5 The submission of a bid will constitute an incontrovertible representation by bidder that the bidder has complied with every requirement of the bid documents, that he has carefully examined and understands the contract documents, the he has carefully read and understands the bidding documents, that without exception the bid is premised upon performing and furnishing the work required by the contract documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the contract documents, and that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work. The failure of any successful bidder to examine the contract documents or to visit the project sites and to acquaint himself with the conditions relating to the work shall not relieve the successful bidder from the obligations as to his bid in any manner.
- 14.6 Bidder agrees at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- PREVAILING WAGE DETERMINATION -

General Decision Number: AZ20250057 06/20/2025

Superseded General Decision Number: AZ20240057

State: Arizona

Construction Type: Heavy

County: Maricopa County in Arizona.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

if the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

<u>Modification Number</u>	<u>Publication Date</u>
0	01/03/2025
1	06/06/2025
2	06/20/2025

Rate Identifier	Date	Common Job Description	Rates	Fringes
* ELEC0570-014	06/01/2025	Electrician	\$33.00	21.33% + \$6.00
ELEC0769-001	08/04/2024	Electrician: Lineworker	\$59.69	\$20.83
ELEC0769-003	08/04/2024	Electrician: Groundperson	\$34.62	\$15.82
ELEC0769-004	08/04/2024	Electrician: Line Equipment Operator	\$44.77	\$17.84
ENGI0012-035	12/01/2024	Power Equipment Operator: Oiler	\$32.29	\$18.12
ENGI0012-037	12/01/2024	Power Equipment Operator: Field Equipment Serviceperson	\$35.56	\$18.12
ENGI0012-042	12/01/2024	Power Equipment Operator: Crane/Derrick	\$36.64	\$18.12
ENGI0012-043	12/01/2024	Power Equipment Operator: Mechanic	\$37.67	\$18.12
ENGI0012-044	12/01/2024	Power Equipment Operator: Bobcat/Skid Steer/Skid Loader	\$32.29	\$18.12
ENGI0012-045	12/01/2024	Power Equipment Operator: Backhoe/ Backhoe & Loader Combo/Track Backhoe	\$35.56	\$18.12
ENGI0012-046	12/01/2024	Power Equipment Operator: Bulldozer	\$35.56	\$18.12
ENGI0012-048	12/01/2024	Power Equipment Operator: Drill Rig/Auger	\$35.56	\$18.12
ENGI0012-050	12/01/2024	Power Equipment Operator: Motor Grader/ Blade	\$35.56	\$18.12
ENGI0012-054	12/01/2024	Power Equipment Operator: Trencher	\$35.56	\$18.12
ENGI0012-055	12/01/2024	Truck Driver: Hydrovac	\$35.56	\$18.12
ENGI0012-056	12/01/2024	Truck Driver: Off Road Truck	\$35.56	\$18.12
ENGI0012-058	12/01/2024	Power Equipment Operator: Excavator/ Trackhoe	\$36.64	\$18.12
ENGI0012-059	12/01/2024	Power Equipment Operator: Grade Checker	\$36.64	\$18.12
ENGI0012-077	12/01/2024	Power Equipment Operator: Loader/Front End Loader <ul style="list-style-type: none"> • All types rated capacity 3 cubic yds or less • All types rated capacity over 3, less than 6 cubic yds 	\$32.29 \$35.56	\$18.12 \$18.12
LABO1184-012	06/01/2025	Laborer: General	\$27.41	\$9.26
LABO1184-013	06/01/2025	Laborer: Jackhammer	\$29.05	\$9.26
LABO1184-014	06/01/2025	Laborer: Pipelayer	\$29.91	\$9.26
LABO1184-015	06/01/2025	Power Equipment Operator: Forklift	\$30.88	\$9.26
LABO1184-016	06/01/2025	Power Equipment Operator: Horizontal Directional Drill	\$31.98	\$9.26
LABO1184-023	06/01/2025	Laborer: Utility/Potholing	\$29.05	\$9.26
LABO1184-024	06/01/2025	Laborer: Asphalt, Includes Raker, Shoveler, Spreader, and Distributor	\$29.91	\$9.26
LABO1184-028	06/01/2025	Laborer: Grade Setter	\$29.91	\$9.26
LABO1184-031	06/01/2025	Laborer: Mason Tender	\$30.88	\$9.26
LABO1184-034	06/01/2025	Truck Driver: Concrete	\$30.88	\$9.26

Rate Identifier	Date	Common Job Description	Rates	Fringes
LABO1184-035	06/01/2025	Truck Driver: Dump	\$30.88	\$9.26
LABO1184-036	06/01/2025	Truck Driver: Water	\$30.88	\$9.26
LABO1184-040	06/01/2025	Laborer: Fence Erector	\$27.41	\$9.26
LABO1184-042	06/01/2025	Traffic Control	\$27.41	\$9.26
LABO1184-050	06/01/2025	Carpenter: Formwork Concrete	\$31.98	\$9.26
PLUM0469-011	07/01/2024	Pipefitter-Steamfitter	\$54.15	\$19.80
SUAZ2023-007	11/19/2024	Power Equipment Operator: <ul style="list-style-type: none"> • Compactor/ Roller • Scraper 	\$32.21 \$31.56	\$0.00 \$0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter

d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

END OF GENERAL DECISION

BID FORMS AND BID SCHEDULE

BID FORM

TOWN OF CAREFREE, ARIZONA UTILITIES COMMUNITY FACILITIES DISTRICT

PROJECT NUMBER: 2025-W01

CONTRACT NUMBER: 2025-C01

PROJECT NAME: SILVER SADDLE PRESSURE ZONE WATERLINE
IMPROVEMENT PROJECT

In compliance with the Invitation to Bid by the Town of Carefree, Arizona Utilities Community Facilities District, the undersigned bidder:

Having examined the contract documents, work site, and being familiar with the conditions to be met, hereby submits the following bid for all labor, materials, equipment, tools, machinery, and services for completion of the work listed and agrees to execute the contract documents and furnish the required bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth hereinafter;

Understands that construction of this project shall be in accordance with all applicable Standard Specifications, Details, Uniform Codes, Ordinances, and Regulations as otherwise required by the Project Plans, Supplementary Conditions and General Conditions, Special Provisions and other applicable specifications enclosed and made a part of this document;

Understands that the bid shall be submitted with a bid guarantee or cashier's check or surety bond for an amount not less than ten percent (10%) of the amount bid;

Agrees to execute the contract documents upon receipt of Notice of Award from the Town of Carefree, Arizona Utilities Community Facilities District;

Understands that work shall be substantially completed within one hundred twenty (120) calendar days, and all contract work shall be completed and ready for issuance of Final Acceptance within one hundred fifty (150) calendar days beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for all mobilization, demobilization, and for obtaining the necessary material and/or equipment.

The bidder hereby acknowledges receipt of and agrees his bid is based on the following Addenda.

ADDENDUM #	_____	DATED:	_____
ADDENDUM #	_____	DATED:	_____
ADDENDUM #	_____	DATED:	_____
ADDENDUM #	_____	DATED:	_____

The undersigned agrees to construct this project at the prices shown on the Bid Schedule as follows:

BID SCHEDULE, SUMMARY OF QUANTITIES, & PROJECT REFERENCES
 TOWN OF CAREFREE, ARIZONA UTILITIES COMMUNITY FACILITIES DISTRICT
 SILVER SADDLE PRESSURE ZONE WATERLINE IMPROVEMENT PROJECT
 PROJECT #2025-W01, CONTRACT #2025-C01

BID TABLE

Bid Item No.	Schedule of Work Items	Unit	Quantity	Unit Price	Total
1	Mobilization/Demobilization	LS	1		
2	Traffic Control	LS	1		
3	8" DIP Class 350 Poly-Wrapped Waterline Installation – Complete (Includes Pipe Trenching, Backfill, Compaction, etc.)	LF	3,989		
4	8" Gate Valve, Box, & Cover w/Debris Cap	EA	9		
5	8" DIP Bend (Angle as Noted on Plans)	EA	30		
6	8" Reducer (Reduction Size as Noted on Plans)	EA	3		
7	8" Tee (Tee Sizes as Note on Plans)	EA	4		
8	8" Tapping Sleeve and Valve	EA	1		
9	6" Tapping Sleeve and Valve	EA	1		
10	Fire Hydrant Assembly – Complete (Includes Approx. 127 L.F. 6" DIP Fire Hydrant Line)	EA	7		
11	Air Release Valve Installation – Complete	EA	3		
12	Cap with Blow-Off Installation – Complete	EA	4		
13	Connection of Existing Service to New Main	EA	13		
14	Sawcut, Remove & Replace Pavement, Type "A"	SY	1,535		
15	Sawcut, Remove & Replace Pavement, Type "T-Top"	SY	128		

BID SCHEDULE, SUMMARY OF QUANTITIES, & PROJECT REFERENCES
 PROJECT #2025-W01, CONTRACT #2025-C01

BID TABLE (CONT'D)

Bid Item No.	Schedule of Work Items	Unit	Quantity	Unit Price	Total
16	Adjust Water Valve Frame & Cover	EA	18		
17	Hard Dig* (see Hard Dig definition in Technical Specifications 31 23 00, Paragraph 3.3. E.)	LF	800*		
	*Quantity assumed. Payment will be based on actual field quantities approved by Owner, Engineer, and Construction Manager. Hard dig quantity is not guaranteed . Bid amount will be paid in addition to payment made under other line items, such as Item 3, and should be bid accordingly.				
	TOTAL BASE BID AMOUNT: _____ Dollars (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)				

All items required by the Contract Documents that are not specifically noted in the Bid Schedule shall be included in the Total Amount Bid in accordance with the provisions of the contract documents.

Only bids responding to all items contained in the proposal will be considered. The contract will be awarded to the lowest responsive, responsible bidder for the base bid as per Section 6, INFORMATION FOR BIDDERS.

Contractor's License Number(s) and Classification(s) ("A General Engineering" required):

Project References:

Project No. 1

Project Name: _____

Construction Dates: _____

Name of Reference: _____

Reference's Company and Position: _____

Reference's Contact Telephone No.: _____

Reference's Contact E-Mail: _____

Brief Description of Project: _____

Project No. 2

Project Name: _____

Construction Dates: _____

Name of Reference: _____

Reference's Company and Position: _____

Reference's Contact Telephone No.: _____

Reference's Contact E-Mail: _____

Brief Description of Project: _____

Project References (continued):

Project No. 3

Project Name: _____

Construction Dates: _____

Name of Reference: _____

Reference's Company and Position: _____

Reference's Contact Telephone No.: _____

Reference's Contact E-Mail: _____

Brief Description of Project: _____

Demonstration of Ability to Meet Federal Funding Requirements

Our references demonstrate this ability.

We have attached an independent supplemental statement demonstrating our ability.

Please include any information/details on DBE/WBE/SBE programs that your firm or any proposed subcontractors have qualified for (include additional sheets if necessary):

BID SUBMITTAL

TOWN OF CAREFREE, ARIZONA UTILITIES COMMUNITY FACILITIES DISTRICT

PROJECT NUMBER: 2025-W01

CONTRACT NUMBER: 2025-C01

PROJECT NAME: SILVER SADDLE PRESSURE ZONE WATERLINE IMPROVEMENT
PROJECT

THIS BID IS SUBMITTED BY _____ a corporation

organized under the laws of the State of _____ or a partnership consisting of

_____ or an individual trading as

_____ of the City of

_____.
By submitting this bid, I/we hereby agree to enter into the Contract included in the bid documents and I/we further agree that this bid incorporates by reference to the same extent as if set forth herein in full all of the terms and conditions contained in said bid documents identified as including the Plans, General Conditions, Supplementary Conditions, Technical Specification, and Addenda, if any.

Respectfully submitted:

FIRM: _____

ADDRESS: _____

PHONE: _____

BY: _____
Officer and Title

IF BIDDER IS AN INDIVIDUAL: (SEAL)

Witness: _____

Witness' Address

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____, as Principal, and _____, as Surety, are held and firmly bound unto the Town of Carefree, Arizona Utilities Community Facilities District in the penal sum of Ten Percent (10%) of Bid Amount, _____ Dollars (\$_____) lawful money of the United States of America, to be paid to the order of the Town of Carefree, Arizona Utilities Community Facilities District, for which payment, well and truly to be made, we bind ourselves, our successors and assigns, signed with our seals and dated _____, 2025. The conditions of the above obligation are such that whereas the Carefree UCFD Board of Directors of the Town of Carefree, Arizona Utilities Community Facilities District, on the _____ day of _____, 2025 did order the following works to be done, to wit:

PROJECT NUMBER: 2025-W01

CONTRACT NUMBER: 2025-C01

SILVER SADDLE PRESSURE ZONE WATERLINE IMPROVEMENT PROJECT

WHEREAS, _____, the Principal herein in answer to the Notice Inviting Proposals or Bids issued by the Town of Carefree, Arizona Utilities Community Facilities District, put in its bid for the making of said improvements.

NOW THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal enters into a contract with the Obligee in accordance with the terms of the proposal and gives the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the Bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

ATTEST: _____
PRINCIPAL

BY: _____
ATTORNEY IN FACT

(SEAL)

SURETY AGENCY OF RECORD _____

AGENCY ADDRESS _____

PROJECT PLANS AND SPECIFICATIONS
(Provided as Separate Electronic Files)

CONTRACT FORMS

NOTICE OF AWARD

PROJECT NUMBER: 2025-W01

CONTRACT NUMBER: 2025-C01

PROJECT NAME: SILVER SADDLE PRESSURE ZONE WATERLINE
IMPROVEMENT PROJECT

TO _____

The Town of Carefree, Arizona Utilities Community Facilities District has considered the Bid submitted by you for the above described Work in response to the Invitation to Bid dated August 27, 2025.

You are hereby notified that you were awarded the Contract by the Town of Carefree, Arizona Utilities Community Facilities District Board of Directors on _____, 2025 in the amount of \$_____.

You are required by the Terms and Conditions of this bid to execute the Construction Contract and to furnish Contractor's Performance and Payment Bonds and submit the appropriate Certificate(s) of Insurance within seven (7) days from the date of this Notice.

If you fail to execute the Construction Contract, furnish the required bonds, and submit Insurance Certificate(s) within seven (7) days from the date of this Notice, the Carefree UCFD will consider this as a forfeiture of your Bid Bond. The Carefree UCFD will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Town of Carefree, Arizona Utilities Community Facilities District.

Dated this _____ day of _____, 2025.

TOWN OF CAREFREE, ARIZONA UTILITIES COMMUNITY FACILITIES DISTRICT

By: _____

Title: _____

ACCEPTANCE OF NOTICE

PROJECT NUMBER: 2025-W01

CONTRACT NUMBER: 2025-C01

PROJECT NAME: SILVER SADDLE PRESSURE ZONE WATERLINE
IMPROVEMENT PROJECT

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

BY: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____ 2025.

NOTARY PUBLIC

My Commission Expires:

**TOWN OF CAREFREE, ARIZONA UTILITIES COMMUNITY FACILITIES DISTRICT
CONTRACTOR AGREEMENT**

PROJECT NUMBER: 2025-W01

CONTRACT NUMBER: 2025-C01

PROJECT NAME: SILVER SADDLE PRESSURE ZONE WATERLINE
IMPROVEMENT PROJECT

THIS CONTRACTOR AGREEMENT (hereinafter "the Agreement"), is made and entered into effective this _____ day of _____, 2025, between _____, (hereinafter "CONTRACTOR") and the Town of Carefree, Arizona Utilities Community Facilities District (hereinafter "CAREFREE UCFD" or "UCFD"), a municipal corporation and political subdivision of the State of Arizona. (CONTRACTOR and CAREFREE UCFD hereinafter designated "the PARTIES").

- 1. Project:** Installation of SILVER SADDLE PRESSURE ZONE WATERLINE IMPROVEMENT PROJECT in Carefree, Arizona, being project number 2025-W01, contract number 2025-C01 (hereinafter "the Project"), solicited through an Invitation to Bid, attached hereto as Exhibit A and incorporated herein by reference.
- 2. Scope of Services:** CAREFREE UCFD requests CONTRACTOR and CONTRACTOR agrees to perform Project services ("the Work") generally consisting of the installation of approximately 4,000 linear feet (LF) of new 8" waterline improvements and appurtenances within existing paved roadway corridors. Seven (7) new fire hydrant installations and thirteen (13) replacement water service lines will also be part of the project. The existing pipeline must remain in-service while the new pipeline is being constructed.

Work shall be performed in accordance with the contract documents, which consist of the plans and specifications therein, MAG Uniform Standard Specifications for Public Works Construction (Latest Edition), the General Conditions and Supplementary Conditions, Technical Specifications, Carefree UCFD Rules and Regulations, the Town of Carefree Town Code, industry accepted quality workmanship, and other specifications and details contained within the contract documents and the Contractor's bid, as accepted (to the extent not inconsistent with the foregoing). Performance Bond, Payment Bond, Certificates of Insurance and Change Orders, if any, are by this reference made a part of the Agreement to the same extent as if set forth herein in full.

Contractor agrees to perform the Work in consideration for and subject to the terms and conditions hereinafter set forth, and in accordance with all federal, state, county and Town laws, statutes, ordinances, rules and regulations applicable to the Project and the Work. Contractor represents and warrants that its work, findings, designs, plans and specifications, recommendations and professional advice are or will be done, made or prepared in a good and workmanlike manner and in

accordance with generally accepted contracting practices. Contractor further covenants and agrees, at its own cost and expense, to do the Work and install the required material as called for by the Agreement, free and clear of all claims, liens and charges whatsoever in the manner and under the conditions specified within the time, or times, stated in the bid form.

3. **Payment:** CAREFREE UCFD shall pay CONTRACTOR as compensation for the Work an amount not to exceed \$ _____. It is agreed that the Project has been bid on a Unit Price basis and that the quantities shown in the Bid Schedule are estimated based on the Plans, attached hereto as Exhibit B, which is incorporated herein by reference. Final Payment shall be based on the actual installed quantities, measured in accordance with Section 9.07 of the General Conditions as amended by the Supplementary Conditions.
4. **Method of Payment:** Each month, CONTRACTOR shall furnish to CAREFREE UCFD a statement of the Work performed for compensation during the preceding month, as authorized by the Agreement. CAREFREE UCFD shall pay statement within 30 days of receipt. Final payment shall be made within forty (40) days after final inspection and acceptance of the Work. Retainage shall be in accordance with MAG Section 109.7.

CONTRACTOR shall be solely responsible for all costs incurred in connection with the accomplishment of the Work for the Project. In addition to any other right and remedy it may have, CAREFREE UCFD may deduct from any amount due or to be come due to CONTRACTOR, any amount necessary to protect CAREFREE UCFD, in CAREFREE UCFD's reasonable opinion, from any loss arising from CONTRACTOR's breach of the Agreement.

5. **Additional Services:** It is agreed that any changes in the scope of the Work requested by CAREFREE UCFD or CAREFREE UCFD's representatives or by reason of revisions or changes in any applicable law, regulation, policy standard or personnel of any governmental agency, district or utility company having jurisdiction over all or any part of the Work or Project after the date of the Agreement, shall constitute extra work, and CONTRACTOR shall be compensated for said extra work as agreed between CONTRACTOR and CAREFREE UCFD or on a time-and-expense basis, subject to and conditioned upon a written change order signed by CAREFREE UCFD for any such extra work. CONTRACTOR agrees that it will make no claim for additional fees or expenses other than those specifically set forth in the Agreement and in written change orders signed by CAREFREE UCFD. In the absence of a written change order signed by CAREFREE UCFD, CONTRACTOR agrees that it will have no claim for compensation for extra work and hereby releases CAREFREE UCFD from any such claim.
6. **Intent of Independent Contractor Relationship:** The PARTIES intend that the relationship created by the Agreement shall be that of service recipient and independent contractor and not that of employer and employee. In this regard,

CONTRACTOR shall retain the exclusive right to control and direct all details of the Work.

For all purposes, including but not limited to the Federal Insurance Contributions Act ("FICA"), the Social Security Act, the Federal Unemployment Tax Act ("FUTA"), income tax withholding requirements, and all other federal, state and local laws, rules and regulations, CONTRACTOR (and CONTRACTOR's respective employees, if any) shall be treated as an independent contractor and not as an employee with respect to the CAREFREE UCFD.

7. **No Benefits:** None of the benefits, if any, which are provided by CAREFREE UCFD to its employees, shall be available to CONTRACTOR (or CONTRACTOR's employees, if any, which for purposes of this Paragraph 7 shall be included in the term "CONTRACTOR"). CONTRACTOR's exclusion from benefit programs maintained by CAREFREE UCFD is a material term of the terms of compensation negotiated by the PARTIES, and is not premised on CONTRACTOR's status as a non-employee with respect to CAREFREE UCFD. To the extent that CONTRACTOR may become eligible for any benefit programs maintained by CAREFREE UCFD (regardless of the timing of or reason for eligibility), CONTRACTOR hereby waives CONTRACTOR's right to participate in these programs. CONTRACTOR's waiver is not conditioned on any representation or assumption concerning CONTRACTOR's status under the common law test. CONTRACTOR agrees that, consistent with CONTRACTOR's independent contractor status, CONTRACTOR will not apply for any government-sponsored benefits that are intended to apply to employees.
8. **Workers' Compensation Coverage:** CONTRACTOR acknowledges that as an independent contractor, CONTRACTOR and CONTRACTOR's employees, if any, shall not be entitled to workers' compensation benefits from CAREFREE UCFD.
9. **Equipment and Tools:** CONTRACTOR shall provide and be responsible for maintaining any equipment and tools that CONTRACTOR uses, or determines is necessary, to accomplish the Work.
10. **Manner, Time, and Location:** The PARTIES agree that time is of the essence as it relates to completion of the Work under the Agreement. CONTRACTOR shall have the right to perform the Work in such manner, at such times, and at such locations as CONTRACTOR deems appropriate. CAREFREE UCFD shall have no right to interfere with CONTRACTOR's judgment with respect to manner, time, and place of performance of the Work, so long as any performance deadlines that may be established by CAREFREE UCFD are satisfied.

CONTRACTOR understands and agrees that the Project Work shall be substantially complete within one hundred twenty (120) calendar days beginning with the day following the starting date specified in the Notice to Proceed. Substantial completion shall include all underground pipeline work, and all booster pump station work required for the operation and delivery of water from the

improved facility. All contract work, including punchlist items, shall be completed and ready for issuance of Final Acceptance within one hundred fifty (150) calendar days beginning with the day following the starting date specified in the Notice to Proceed.

CONTRACTOR agrees that any damages incurred under this provision of the Agreement shall be defined pursuant to §108.9 of MAG Specifications, Failure to Complete on Time. In addition, any delay charges, damages, or increase in costs incurred by the Carefree UCFD, the Carefree UCFD, or the Town of Carefree as a result of the SILVER SADDLE PRESSURE ZONE WATERLINE IMPROVEMENT PROJECT not meeting deadlines and/or not being performed in accordance with the respective Carefree UCFD, MAG, Town of Carefree, and contract specifications, as well as industry standards, shall be paid for by the CONTRACTOR at no cost to the Town and/or Carefree UCFD.

- 11. Right to Engage Assistants:** CONTRACTOR shall have the right to engage others to assist in the accomplishment of the Work. CONTRACTOR shall be solely responsible for paying all compensation owed to any assistants CONTRACTOR engages and for paying, and/or withholding and remitting to the appropriate government agency, any applicable employment taxes that might be owed with respect to this compensation. CONTRACTOR also shall indemnify and hold CAREFREE UCFD harmless for, from and against any and all liabilities attributable to the obligations imposed on CONTRACTOR under the Agreement. The PARTIES acknowledge that CONTRACTOR shall retain the exclusive right to determine which workers CONTRACTOR shall engage for these purposes.
- 12. Performing Services for Others:** CAREFREE UCFD agrees that CONTRACTOR may perform services for others, so long as the performance of these services does not interfere with the completion of the Work.
- 13. Warranties:** CONTRACTOR warrants all services and materials CONTRACTOR provides as part of the Work against defects to the services and materials so provided for in the workmanship according to MAG §108.8.
- 14. Default:** CONTRACTOR understands and agrees that stopping work including withholding delivery of documents, applications or other work product to CAREFREE UCFD, any agency or other person, other than for nonpayment of amounts due under the Agreement, shall constitute a default under the Agreement and shall result in liability on the part of CONTRACTOR for damages including liability by reason of work stoppage. Upon any default under the Agreement by CONTRACTOR, including but not limited to any stoppage other than for non-payment of amounts due under the Agreement, CAREFREE UCFD shall have no further obligation to pay any amounts due under the Agreement to CONTRACTOR.
- 15. Documents:** CAREFREE UCFD shall receive and may retain any and all work product of CONTRACTOR, including all documents, plans, drawings, specifications, analyses, designs, models, ideas, reports, charts and computer

programs prepared by or on behalf of CONTRACTOR or otherwise utilized by CONTRACTOR (collectively "Work Product") in the discharge of its responsibilities under the Agreement, which Work Product shall immediately thereafter become the sole and exclusive property of CAREFREE UCFD.

CAREFREE UCFD is also granted a royalty-free, perpetual license to use, reproduce, copy and distribute the Work Product for itself and for its other contractors, subcontractors and consultants either as needed in connection with the Project contemplated under the Agreement or as needed for reference and information related to the use, occupancy or maintenance of the completed Project.

- 16. Termination:** CAREFREE UCFD may terminate the Agreement with or without cause by giving thirty (30) days' written notice to CONTRACTOR. In such event, CAREFREE UCFD shall forthwith pay CONTRACTOR in full for all work previously authorized in writing and satisfactorily performed prior to the effective date of termination.
- 17. Indemnification:** CONTRACTOR agrees to defend, indemnify and hold harmless CAREFREE UCFD and TOWN OF CAREFREE and its elected and appointed officials, officers, agents, boards, commissions, employees, attorneys and representatives from all suits, including attorneys' fees and costs of litigation, actions, laws damage, expense, cost or clams, of any character or of any nature arising out of or in connection with any act or omission of CONTRACTOR, its agents and employees, and of any subcontractor, its agents and employees, in the course of the performance of the Work or in connection with the Project or the Agreement which results directly or indirectly in the injury to or death of any person or persons, or the damage of any property of any person or persons, or on account of act, claim or amount arising or recovered under workers' compensation law, or arising out of any failure of CONTRACTOR or those acting under CONTRACTOR to conform to any statutes, ordinances, regulations, laws or court decrees, or which results in a claim, lien or charge (in which event CONTRACTOR shall pay and take all steps necessary to remove the claim, lien or charge at no cost to CAREFREE UCFD and TOWN OF CAREFREE). It is the intent of the PARTIES that CAREFREE UCFD and TOWN OF CAREFREE shall, in all instances, be indemnified and held harmless by CONTRACTOR against any liability, losses and damages of any nature whatsoever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the Agreement or the performance of the Work, whether the liability, losses and damages are caused by or alleged to be caused in whole or in part by the negligence, gross negligence or fault of CAREFREE UCFD, TOWN OF CAREFREE, or any of its officers, agents, attorneys or employees.

Prior to commencing any work under the Agreement, CONTRACTOR will procure and maintain a certificate of insurance covering liability and property damage issued by an insurance company authorized to transact business in the State of Arizona, as shall protect CONTRACTOR and its employees, agents and any other person or entity responsible for performing the Work under the Agreement, from claims for damages for personal injury, including death, as well as from claims for

property damage which may arise from or be related to the Work, the Project or the Agreement. The certificate of insurance shall name CAREFREE UCFD, CAREFREE UCFD, and TOWN OF CAREFREE as additional insureds and shall be delivered to CAREFREE UCFD prior to commencing any work under the Agreement. Such insurance shall be primary and shall provide coverage for all liability under the Agreement. The policy limits of such liability and property damage insurance shall contain not less than the following limits of coverage: (1) \$1 million for death or bodily injury or loss sustained by any one person per occurrence; (2) \$2 million for death or bodily injury or loss sustained by more than one person per occurrence; and (3) \$1 million for loss sustained for damage to property occasioned per occurrence. Such insurance shall be maintained in full force and effect until all work under the Agreement is complete.

18. DISPUTE AVOIDANCE AND RESOLUTION

18.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, the CONTRACTOR and the CAREFREE UCFD each commit to resolving any disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

18.1.1 The CONTRACTOR and the CAREFREE UCFD will first attempt to resolve disputes or disagreements at the field level through discussions between the CONTRACTOR's Representative, the CAREFREE UCFD's Project Manager.

18.1.2 If a dispute or disagreement cannot be resolved through the CONTRACTOR's Representative, and the CAREFREE UCFD's Project Manager, the CONTRACTOR's Senior Representative and the CAREFREE UCFD's General Manager, upon the request of either party, will meet as soon as conveniently possible, but in no case later than 30 days after the request is made, to attempt to resolve the dispute or disagreements.

18.1.3 Before any meetings between the Senior Representative and the General Manager, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreements. Should the Parties' representatives be unable to resolve the dispute or disagreement, the parties shall submit the matter to binding private arbitration. Any settlement agreement signed by the parties pursuant to the arbitration shall be binding.

18.1.4 **Duty to Continue Performance.** Unless provided to the contrary in the Contract Documents, the CONTRACTOR will continue to perform the Work and the CAREFREE UCFD will continue to satisfy its payment obligations to the CONTRACTOR pending the final resolution of any dispute or disagreement between the CONTRACTOR and the CAREFREE UCFD.

19. Notices: Any notice under the Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CAREFREE UCFD or to CONTRACTOR at the corresponding address below. CONTRACTOR shall be obligated to notify CAREFREE UCFD in writing of any change in his address. Notices of change of address shall be effective only when done in accordance with this paragraph.

To CAREFREE UCFD: Greg Crossman
District Manager
Town of Carefree, Arizona Utilities Community
Facilities District
7181 Ed Everett Way
P. O. Box 740
Carefree, Arizona 85377

With a copy to: Denis Fitzgibbons
UCFD Attorney
Fitzgibbons Law
1115 E. Cottonwood Lane, Suite 150
Casa Grande, AZ 85122

To CONTRACTOR: _____

20. Integration: The Agreement is intended to be the final, complete, and exclusive statement of the terms of CONTRACTOR's engagement by CAREFREE UCFD. The Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the engagement of CONTRACTOR, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CAREFREE UCFD, now or in the future, apply to CONTRACTOR and are inconsistent with the terms of the Agreement, the provisions of the Agreement shall control.

21. Amendments; Waivers: The Agreement may not be amended except by an instrument in writing, signed by each of the PARTIES. Failure to exercise any right under the Agreement shall not constitute a waiver of such right.

22. Assignment; Successors and Assigns: Neither CAREFREE UCFD nor CONTRACTOR shall assign any rights or obligations under the Agreement. The

Agreement shall be binding upon the PARTIES, their heirs, successors, transferees and assigns.

23. **Attorneys' Fees:** In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of the Agreement, the prevailing PARTY shall be entitled to recover reasonable attorneys' fees and costs. In the event that the parties enter into binding private arbitration, the prevailing PARTY in the arbitration shall be entitled to receive from the other party reasonable attorneys' fees and reasonable expenses as determined by the arbitrator.
24. **Governing Law:** The Agreement shall be governed by and construed in accordance with the law of the State of Arizona. Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa. The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer for removal of any action commenced in accordance with the terms of the Section.
25. **Interpretation:** The Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example, and not in limitation, the Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in the Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.
26. **Severability:** If any one or more of the provisions of the Agreement shall be held or found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
27. **Conflicts of Interest:** The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this contract.
28. **License:** CONTRACTOR represents and warrants that any license necessary to perform the work under this Agreement is current and valid. CONTRACTOR further represents and warrants that any license necessary to perform the services by a Subcontractor under this Agreement is current and valid.
29. **Undocumented Workers:** CONTRACTOR understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of A.R.S. §41-4401, CONTRACTOR hereby warrants to the CAREFREE UCDF that the CONTRACTOR and each of its subcontractors ("Subcontractor") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Immigration Warranty"). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject the CONTRACTOR to penalties up to and including termination of this Agreement at the sole discretion of the CAREFREE UCDF. The CAREFREE

UCFD retains the legal right to inspect the papers of any CONTRACTOR or Subcontractor employee who works on this Agreement to ensure that the CONTRACTOR or Subcontractor is complying with the Immigration Warranty. CONTRACTOR agrees to assist the CAREFREE UCFD in regard to any such inspections. The CAREFREE UCFD may, at its sole discretion, conduct random verification of the employment records of the CONTRACTOR and any of subcontractors to ensure compliance with Immigration Warranty. CONTRACTOR agrees to assist the CAREFREE UCFD in regard to any random verification(s) performed.

Neither the CONTRACTOR nor any Subcontractor shall be deemed to have materially breached the Immigration Warranty if they establish 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 A.R.S. §23-214, Subsection A.

The provisions of this paragraph must be included in any contract the CONTRACTOR enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

30. **Israel Boycott:** CONTRACTOR shall not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel in accordance with A.R.S. §35-393.01.
31. **Forced Labor of Ethnic Uyghurs Prohibited.** Pursuant to A.R.S. § 35-394, CONTRACTOR hereby certifies to the CAREFREE UCFD as follows: that it is not currently using, and agrees for the duration of this Agreement to not use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. The CONTRACTOR further acknowledges and agrees that: (1) if the CONTRACTOR becomes aware during the term of this Agreement that it is not in compliance with this certification that the CONTRACTOR will notify the CAREFREE UCFD within five (5) business days after becoming aware of the noncompliance; and (2) if the CONTRACTOR does not provide the CAREFREE UCFD with a written certification that the CONTRACTOR has remedied the noncompliance within one hundred eighty (180) days after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement's termination date. The CAREFREE UCFD retains the legal right to inspect the records of the CONTRACTOR to ensure compliance with this certification for the duration of this Agreement.

32. **Americans With Disabilities Act.** This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
33. **Equal Employment Opportunity (Non-Discrimination).** The CONTRACTOR shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans with Disabilities Act. The CONTRACTOR shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

The following provisions apply to this Contract to comply with Federal funding requirements:

34. **Davis-Bacon and Related Acts (DBRA).** By entering into this Contract, Contractor acknowledges and agrees to follow all DBRA terms and requirements, including, but not limited to, those provided at the following links:

https://www.epa.gov/system/files/documents/2023-10/dbra_requirements_for_contractors_and_subcontractors_under_epa_grants.pdf

https://www.epa.gov/system/files/documents/2023-10/dbra_requirements_for_contracts_in_excess_of_100_000_under_epa_grants.pdf

Additional information on DBRA requirements can be found in Section 10.3 of the Information for Bidders, attached hereto as part of Exhibit A.

35. **DBE/WBE Good Faith Efforts**

The Contractor shall implement good faith efforts to ensure all Disadvantaged Business Enterprises (DBEs) and Women's Business Enterprises (WBEs) have the opportunity to participate in this EPA financially assisted project.

Contractor shall provide to the Contract Administrator an annual report, due by October 10th, on these efforts that cover the prior Federal Fiscal Year which ends on September 30th. Additional information on DBE/WBE good faith efforts can be found in Section 10.4 of the Information for Bidders, attached hereto as part of Exhibit A.

The PARTIES have duly executed the Agreement as of the date first written above.

“CAREFREE UCFD”

TOWN OF CAREFREE, ARIZONA UTILITIES
COMMUNITY FACILITIES DISTRICT
a municipal corporation and political
subdivision of the State of Arizona

By: _____
Its: _____ District Manager

Contractor Acknowledgment: CONTRACTOR hereby acknowledges and certifies that CONTRACTOR has read, understands, and agrees to the above Agreement provisions and CONTRACTOR; 1) had the opportunity to seek advice regarding any provisions that were thought to be ambiguous, 2) had the opportunity to consult with legal counsel regarding the Agreement, 3) is fully aware of Agreement's legal effect, and 4) has entered into the Agreement freely and voluntarily and based on CONTRACTOR's own judgment and not on any representations or promises other than those contained in the Agreement.

“CONTRACTOR”

By _____
Its _____

Social Security Number or
Employer Identification Number:

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the PARTIES herein above named, on the date and year first above written.

CONTRACTOR:

**TOWN OF CAREFREE, AZ UTILITIES
COMMUNITY FACILITIES DISTRICT**

Company Name

By: _____
John Crane, President

BY: _____
Signature

ATTEST:

Individual Name/Title

By: _____
Kristen Krey, Carefree UCFD
Secretary/Treasurer

ADDRESS: _____

CORPORATE SEAL:

APPROVED AS TO FORM:

Denis Fitzgibbons, UCFD Attorney

CONTRACT BOND

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal) as Principal, and _____, a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Carefree, Arizona Utilities Community Facilities District, County of Maricopa, State of Arizona in the amount of _____ Dollars (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract 2025-C01 with the Town of Carefree, Arizona Utilities Community Facilities District, dated the _____ day of _____, 2025 for Project Number 2025-W01, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

PROVIDED HOWEVER, that this Bond is executed pursuant to the provisions of A.R.S.34-222 and A.R.S.34-223 and all liabilities on this Bond shall be determined in accordance with these sections to the extent as if they were copied at length in this agreement. If the provisions of this bond conflict with the terms of these sections, the latter control.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a Judge of the Court.

WITNESS our hands the _____ day of _____, 2025.

PRINCIPAL

BY:

SURETY

(SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

**LABOR AND MATERIALS BOND
STATUTORY PAYMENT BOND
PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE
ARIZONA REVISED STATUTES**

(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Carefree, Arizona Utilities Community Facilities District, County of Maricopa, State of Arizona (hereinafter called the Obligee), in the amount of _____ Dollars (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract 2025-C01 with the Town of Carefree, Arizona Utilities Community Facilities District dated the _____ day of _____, 2025 for Project No. 2025-W01, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this

bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney fees as may be fixed by a Judge of the Court.

WITNESS our hands the _____ day of _____, 2025.

PRINCIPAL

BY:

SURETY

(SEAL)

AGENCY OF RECORD

AGENCY ADDRESS:

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

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

PRODUCER

CONTACT NAME:

PHONE (A/C. No. Ext):

Fax (A/C. No):

E-MAIL

ADDRESS:

PRODUCER

CUSTOMER ID#:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

THIS MUST MATCH EXACTLY TO THE CONTRACTOR NAME AND INFORMATION AS LISTED IN THE CONTRACT OR SCOPE OF WORK.

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INS LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURENCE	\$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$
	CLAIMS MADE <input type="checkbox"/> CCCUR						MEDICAL EXP (Any One Person)	\$
							PERSONAL & ADV INSURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS – COMP/OP AGG	\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person))	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per Accident)	\$
	HIRED AUTOS							
	NON-OWNED AUTOS							
	Umbrella Liab <input type="checkbox"/> OCC Excess Liab <input type="checkbox"/> CLAIMS MADE						EACH OCCURRENCE	\$
	DEDUCTIBLE						AGGREGATE	\$
								\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY						WC STATU-TORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						EL EACH ACCIDENT	\$
							EL DISEASE . POLICY LIMIT	\$
							EL DISEASE . EA EMPLOYEE	\$
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS BELOW:							

Description of Operations/Locations/Vehicles(Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Town of Carefree, Arizona Utilities Community Facilities District, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against Town of Carefree.

CERTIFICATE HOLDER

CANCELLATION

Town of Carefree, Arizona Utilities Community Facilities District
Attn: Greg Crossman, District Manager
P.O. Box 702
Carefree, AZ 85377

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NOTICE TO PROCEED

TO: _____

PROJECT NUMBER: 2025-W01

CONTRACT NUMBER: 2025-C01

PROJECT NAME: SILVER SADDLE PRESSURE ZONE WATERLINE
IMPROVEMENT PROJECT

In accordance with the Contract dated _____, 2025, you are hereby notified to commence work on _____, 2025 and you are to substantially complete the WORK within one hundred twenty (120) calendar days thereafter, and you are to complete all the Work and be ready for issuance of Final Acceptance within one hundred fifty (150) calendar days thereafter. The date of substantial completion of the WORK is therefore _____, 2026, and completion of all WORK is therefore _____, 2026. Official time extensions thereto shall be considered and authorized in strict conformance with General Conditions or M.A.G. Standard Specifications.

TOWN OF CAREFREE, ARIZONA UTILITIES COMMUNITY FACILITIES DISTRICT

BY: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

BY: _____

TITLE: _____

Subscribed and sworn to before me this _____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires

CONTRACTOR'S NOTICE OF FINAL PAY ESTIMATE

PROJECT NUMBER: 2025-W01

CONTRACT NUMBER: 2025-C01

PROJECT NAME: SILVER SADDLE PRESSURE ZONE WATERLINE
IMPROVEMENT PROJECT

To the Town of Carefree, Arizona Utilities Community Facilities District:

The final pay estimate of _____ Dollars
(\$ _____) which represents total and complete payment under the terms of the contract, fully and completely reflects the actual quantities of work performed. Said final quantities were mutually measured and agreed upon by authorized representatives of the undersigned and the Town of Carefree, Arizona Utilities Community Facilities District. Upon acceptance by the CONTRACTOR of the Final Payment under the Final Pay Estimate, the CONTRACTOR releases and waives all claims arising out of the Contract.

Signed and dated this _____ day of _____ 2025.

BY:

Title:

For:

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)
)

The foregoing instrument was subscribed and sworn to before me this _____ day of
, 2025.

Notary Public
My Commission expires:

CONTRACTOR'S NOTICE OF FINAL ACCEPTANCE

PROJECT NUMBER: 2025-W01

CONTRACT NUMBER: 2025-C01

PROJECT NAME: SILVER SADDLE PRESSURE ZONE WATERLINE
IMPROVEMENT PROJECT

TO: _____ DATE: _____

Construction on the above project was completed on _____, 2025
and on _____, 2025 a final inspection was made of the
subject improvements by this office. The work substantially conforms to the approved
plans and specifications. We, therefore, accept the work.

Approved By:

Contract Administrator

cc: Carefree UCFD Secretary/Treasurer
Controller
Other:

AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

PROJECT NUMBER: 2025-W01

CONTRACT NUMBER: 2025-C01

PROJECT NAME: SILVER SADDLE PRESSURE ZONE WL IMPROV. PROJ.

To the Carefree UCFD

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment, tools machinery, services and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the total consideration of _____ Dollars (\$_____) as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the Carefree UCFD against any and all liens, claims of liens, suits, action, damages, charges and expenses whatsoever, which said UCFD may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said project construction items and/or services.

Signed and dated this _____ day of _____ 2025.

CONTRACTOR

BY:

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of
_____, 2025.

Notary Public

My Commission expires:

EXHIBIT B

BID SCHEDULE, SUMMARY OF QUANTITIES, & PROJECT REFERENCES
 TOWN OF CAREFREE, ARIZONA UTILITIES COMMUNITY FACILITIES DISTRICT
 SILVER SADDLE PRESSURE ZONE WATERLINE IMPROVEMENT PROJECT
 PROJECT #2025-W01, CONTRACT #2025-C01

BID TABLE

Bid Item No.	Schedule of Work Items	Unit	Quantity	Unit Price	Total
1	Mobilization/Demobilization	LS	1	\$80,000.00	\$80,000.00
2	Traffic Control	LS	1	\$34,300.00	\$34,300.00
3	8" DIP Class 350 Poly-Wrapped Waterline Installation – Complete (Includes Pipe Trenching, Backfill, Compaction, etc.)	LF	3,989	\$104.00	\$414,856.00
4	8" Gate Valve, Box, & Cover w/Debris Cap	EA	9	\$3,000.00	\$27,000.00
5	8" DIP Bend (Angle as Noted on Plans)	EA	30	\$650.00	\$19,500.00
6	8" Reducer (Reduction Size as Noted on Plans)	EA	3	\$650.00	\$1,950.00
7	8" Tee (Tee Sizes as Note on Plans)	EA	4	\$910.00	\$3,640.00
8	8" Tapping Sleeve and Valve	EA	1	\$4,000.00	\$4,000.00
9	6" Tapping Sleeve and Valve	EA	1	\$3,250.00	\$3,250.00
10	Fire Hydrant Assembly – Complete (Includes Approx. 127 L.F. 6" DIP Fire Hydrant Line)	EA	7	\$8,000.00	\$56,000.00
11	Air Release Valve Installation – Complete	EA	3	\$6,500.00	\$19,500.00
12	Cap with Blow-Off Installation – Complete	EA	4	\$2,600.00	\$10,400.00
13	Connection of Existing Service to New Main	EA	13	\$2,100.00	\$27,300.00
14	Sawcut, Remove & Replace Pavement, Type "A"	SY	1,535	\$78.00	\$119,730.00
15	Sawcut, Remove & Replace Pavement, Type "T-Top"	SY	128	\$80.00	\$10,240.00

BID SCHEDULE, SUMMARY OF QUANTITIES, & PROJECT REFERENCES
 PROJECT #2025-W01, CONTRACT #2025-C01

BID TABLE (CONT'D)

Bid Item No.	Schedule of Work Items	Unit	Quantity	Unit Price	Total
16	Adjust Water Valve Frame & Cover	EA	18	\$600.00	\$10,800.00
17	Hard Dig* (see Hard Dig definition in Technical Specifications 31 23 00, Paragraph 3.3. E.)	LF	800*	\$65.00	\$52,000.00
	*Quantity assumed. Payment will be based on actual field quantities approved by Owner, Engineer, and Construction Manager. Hard dig quantity is not guaranteed . Bid amount will be paid in addition to payment made under other line items, such as Item 3, and should be bid accordingly.				
	TOTAL BASE BID AMOUNT: <u>Eight Hundred Ninety-Four Thousand Four Hundred</u> <u>Sixty-Six Dollars and Zero Cents</u> Dollars (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)				\$894,466.00

All items required by the Contract Documents that are not specifically noted in the Bid Schedule shall be included in the Total Amount Bid in accordance with the provisions of the contract documents.

Only bids responding to all items contained in the proposal will be considered. The contract will be awarded to the lowest responsive, responsible bidder for the base bid as per Section 6, INFORMATION FOR BIDDERS.

Contractor's License Number(s) and Classification(s) ("A General Engineering" required):

AZ ROC 331654 KA

AZ ROC 331655 KB-1