**ADVERTISEMENT FOR BIDS**

**Abra Water Company Inc.**

**Paulden, Arizona**

**AMR/AMI Meter Installation Project**

**Abra Water Company** (Owner) is requesting Bids from **Venders** for the furnishing of AMR/AMI water meters for the following Project:

**AMR/AMI Meter Installation Project**

**Project No. 24-001**

Bids for the furnishing of AMR/AMI water meters for the Project will be received either via email at

[Kevanllarson@gmail.com](mailto:Kevanllarson@gmail.com) or [abrawater@gmail.com](mailto:abrawater@gmail.com) or in person at **the office,** located at **25325 N State Route 89, Paulden, AZ 86334**, until **Friday, 8th of March, 2024** at **11:00 A.M., Arizona** local time. Bids are to be submitted to the attention of **Kevan Larson or Rod Yarbro, Abra Water Company Inc**. Bids received will not be publicly opened and read. Bids received after the stated date and time will not be considered.

The Project includes the following Work:

**Furnish 800 new 5/8” x ¾” AMR/AMI water meters, 1 new 2” AMR/AMI water meter, 1 new 1.5” AMR/AMI water meter, 1 new 1” AMR/AMI water meter, and 2 new ¾” AMR/AMI water meters all with LTE Cellular AMA (Advanced Metering Analytics) System, cloud based data storage, billing system interface and ancillary technical support per the Technical Specifications.**

Bids are requested for the following Contract: **AMR/AMI Meter Procurement/Project No. 24-001**

## Obtaining the Bidding Documents

Bid Packets including Bidding Documents and Technical Specifications may be obtained at no charge via email request by contacting **Kevan Larson or Rod Yarbro , Abra Water Company Inc, at** [Kevanllarson@gmail.com](mailto:Kevanllarson@gmail.com) or [abrawater@yahoo.com](mailto:abrawater@yahoo.com) . Requests for bid Packets must be received prior to 3:00 P.M. on Thursday, February 29, 2024. Requests received after that time and date will not be considered or processed. Any questions about obtaining documents can be forwarded to Kevan Larson or Rod Yarbro at the aforementioned email address or by phone at (928) 636-2557during business hours between 9:00 A.M. and 4:00 P.M Arizona local time.

## Pre-bid Conference

There will be no pre-bid conference for the Project.

**Instructions to Bidders.**

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

**This Advertisement is issued by**:

Owner: **Abra Water Company Inc: an Arizona Corporation** By: **Kevan Larson**  Title: **President**

Date: **January 22nd, 2024**

**Abra Water Company Inc.**

## AMR/AMI WATER METER INSTALLATION PROJECT INFORMATION FOR BIDDERS

The Abra Water Company Inc, an Arizona Corporation, is soliciting from venders interested in furnishing the District with new AMR/AMI water meters for their public water system in the Paulden Area County, North of the City of Chino Valley, Arizona.

The bid submittal is to be as a pdf file. It is to include the Company Bid form, and a Bidder’s compliance statement which discusses of how the offer’s product meets the Companie’s technical specifications, any variations therefrom, and a summary of the vender’s product technical data. The compliance statement is to be limited to six (6) single sided pages of content including a discussion of the firm’s ability to furnish the AMR/AMI water meters within 60 days of the effective date of a written agreement with the Company. The submission must also specify the individual who will serve as the designated vender representative empowered to make decisions binding on the vender. Font shall be either Times New Roman or Arial with a minimum 10 point text height. A front cover page will not count toward the six-page limit. There will be no font type or size restrictions on the face of the front cover page. Submittals are due by no later than 11:00 A.M. on March 1, 2024.

The bid submittal is to be addressed to the Abra Water Company Inc. It shall be submitted in pdf format to the attention of Kevan Larson or Rod Yarbro., via email at [Kevanllarson@gmail.com](mailto:Kevanllarson@gmail.com) or Abrawater@gmail.com or in person at **the Company office,** located at **25325 N State Route 89, Paulden, AZ 86334.**  Questions regarding the bid submissions are to be directed to Kevan Larson or Rod Yarbro either by email or by phone at 928-636-2557. Bid submittals are due by no later than 11:00 A.M. on Friday, March 8th , 2024. Bids received will **not** be publicly opened and read. Bids received after the stated date and time will not be considered.

The scope of work is to include the following general elements.

1. Contact Kevan Larson or Rod Yarbro at above email address or Phone number
2. Furnish 800 - 5/8” x 3/4", 1 – 2”, 1 – 1.5”, 1 – 1”, and 2 – ¾” AMR/AMI water meters, complete with cellular signal antennae to the Verizon tower **Paulden, AZ 86334**,
3. Provide meter register programing and trouble shooting.
4. Provide technical support.
5. Provide startup assistance.

Selection of a vender deemed most qualified to meet the Companie’s requirements will be based on a review of the bids received by the specified time and date and shall be at the sole discretion of the Water Company.

The Abra Water Company Incorporated, reserves the right to waive any informalities or irregularities in the bid solicitation, or to reject any or all responses; to be the sole judge of the suitability of the services and materials offered, and to award a contract for the furnishing of the services it deems to be in the best interest of the Company.

### BID FORM

**AMR/AMI Water Meter Procurement Project**

**ABRA WATER COMPANY INC. Contract Number 2023-001**

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**EJCDC® C-410, Bid Form for Construction Contracts.**

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# ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Abra Water Company Incorporate, an Arizona Corporation

Via Email to the Water Company at emails above or in person at the Company, located at **25325 N State Route 89, Paulden, AZ 86334**,

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

# ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

# ARTICLE 3 – BIDDER’S REPRESENTATIONS

# 3.01 In submitting this Bid, Bidder represents that:

1. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

**Addendum No. Addendum, Date**

1. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
2. Bidder has considered the information known to Bidder itself; information commonly known to venders doing business in the locality of the Site; the Bidding Documents; and, the cost, progress, and performance of the Work.
3. Bidder agrees, based on the information referred to in the preceding paragraph, that no further data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
4. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
5. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
6. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

# ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
   1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
   2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;
   3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, noncompetitive levels; and
   4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

# ARTICLE 5 – BASIS OF BID

Bidder agrees to furnish new ARM/AMI water meters in accordance with the Bid Documents for the following price(s):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| AMR/AMI WATER METER PROCUREMENT BID | |  |  |  |
| NO. | ITEM UNIT | QTY | UNIT PRICE | TOTAL PRICE |
| 1 | Furnish new AMR/AMI water meters, registers and EA.  antennas per the Technical Specifications and deliver same to the Water District Yard | 805 | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 2 | Provide all meter set-up, activation and programming L.S. | 1 | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 3 | Provide Billing Software interface per the Technical L.S.  specifications | 1 | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 4 | Provide startup assistance. L.S. | 1 | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 5 | Provide one year of Technical Assistance L.S. | 1 | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | TOTAL BID |  | $ | \_\_\_\_\_\_\_\_\_\_\_\_\_ |

# ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the water meters and appurtenances will be delivered to the Water District, complete, and ready for installation within 60 calendar days of the effective date of the agreement between the Water District and the Bidder.

6.02 Bidder accepts the provisions of the Agreement as to termination for failure to deliver within the time stated in Article 6.01.

# ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid: A. Signed Bid Proposal.

# ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders.

# ARTICLE 9 – BID SUBMITTAL

##### BIDDER: [Indicate correct name of bidding entity]

By:

*[*

*Signature*

*]*

##### [Printed name]

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)* Attest:

##### [Signature]

##### [Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Contact Name and e

-

mail address:

## TECHNICAL SPECIFICATIONS FOR REPLACEMENT WATER METERS

**AND LTE CELLULAR ADVANCED METERING ANALYTICS SYSTEM**

### Water Meters

All new water meters shall be of AWWA C711 Single-Jet type potable cold-water meters or AWWA C700 Rotary-Piston. Abra Water Company Incorporated an Arizona Corporation (Company)shall have the final authority to determine whether or not a water meter meets these specifications or approved equal standard.

Minimum performance standards shall be as follows:

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | |  |
| Meter Type | Low Flow Registration | | Accuracy Range |
| & Size | Minimum 95% to 101.5% | | 98.5% to 101.5% |
|  |  |  |  |
| *Single-Jet* |  |  |  |
| 5/8"x3/4" | 1/16 gpm |  | 1/8 -30 gpm |
| 1" | 1/8 gpm |  | 1/6 to 70 gpm |
| 1.5" | 1/2 gpm |  | 3/4 to 125 gpm |
| 2" | 1/2 gpm |  | 3/4 - 180 gpm |
| 3” | 1/2 gpm |  | 3/4 - 350 gpm |
| 4” | 3/4 gpm |  | 1 - 500 gpm |
| 6” | 1-1/4 gpm |  | 1.5 - 750 gpm |
| 6” Fire  *Rotary* | 4.4 gpm |  | 6 - 2800 gpm |
| *Piston* |  |  |  |
| 5/8” x 3/4" | 1/50 gpm |  | 1/30 - 30 gpm |
|  |  |  |  |

Meters shall be guaranteed to be free from defects in materials and workmanship for a period of at least five (5) years from the date of installation. The rotary piston style shall be guaranteed for (10) years to be free from manufactured defects. The guarantee must be manufacturer’s standard published guarantee.

The main case shall be made of either non-corrosive NSF Approved bronze containing less than .25% lead or of a No-Lead composite plastic and shall withstand a working pressure of 150 P.S.I. without seeping or distortion affecting the free operation of the measuring unit. The direction of flow must be permanently indicated on the case.

Meters shall utilize no more than one measuring element and one register to achieve the required performance.

Single-Jet operation shall be unaffected by sand or other particulate in the line.

Meters shall operate accurately with no straight run of pipe before or after the meter.

Meters shall be factory tested for accuracy. A factory test tag certifying the accuracy shall be provided for each meter. The factory test tag must include the meter serial number.

### LTE Cellular Advanced Metering Analytics (AMA) System

#### *Backhaul*

System shall utilize existing LTE Verizon cellular network to backhaul data to cloud based storage. No additional infrastructure will be acceptable. No data collectors shall be allowed. All data must be channeled through a VPN (virtual private network) within the Verizon LTE cellular network for data security.

#### *Electronic Registers*

New meters and retrofitted existing meters must be furnished with universal electronic registers that contain embedded LTE Verizon cell modems for communications. The register must be factory and/or field programmable for use with all of sizes of meters and types of meters noted in the paragraph below. Electronic registers shall store usage data in a minimum of 5-minute intervals (option of 1-minute intervals) with resolution down to one magnetic turn of the measuring element of the meter. For residential meters, the required consumption resolution for analytics, alarms, events and data log interval data must not exceed .02 gallons. Registers shall store 5minute interval usage data for a minimum of 111 days internally for manual wireless extraction if necessary. Registers shall communicate with the Verizon LTE cellular network daily to upload reading and usage data, meter status as well as to synchronize their internal clocks with the Verizon LTE tower. During daily communications, register shall also perform any required two way functions such as the backfill of missing interval data, accept reconfiguration commands and allow for periodic firmware bootloads.

Encoded registers must have no moving parts and induce zero drag on the meter measuring element and thus improve low flow accuracy. Vendor shall supply data to corroborate accuracy improvement on retrofitted used water meters upon request. Register manufacturer must certify the calibration of the meter post retrofit will not be changed materially with the new register installed. The meter body of all existing, installed brands of water meters that are to be retrofitted with a universal register, shall not require any modification to the meter body to attach new Verizon LTE universal register. The register shall be universally programmable, via IRDA or over the air (OTA) 2-way cellular transmission at a minimum for: Badger, Neptune, Sensus, Master Meter, Precision, AMCO/Elster, Metron-Farnier and Hersey meter bases.

#### *Cloud Based Storage/Billing System Interface*

Reading and Interval Data shall be stored in Microsoft’s Azure cloud storage administered by the manufacturer. Cloud data storage shall be maintained at a minimum of two locations for redundancy. The manufacturer shall include a billing system interface that integrates with the existing American Business Software, Rev 2305-08, billing system upload and download file layout at no cost to the Water District. Systems requiring customized billing system layouts that require changes to American Business Software existing import and export files will not be acceptable. Cloud storage shall store high resolution, 5-minute interval usage data for a period of at least four years. Historical data beyond four years can be archived in the cloud storage if desired.

#### *Data Accessibility*

Water District shall have complete access to all usage data for each end customer of the Water District for purposes of billing dispute resolution, leak detection, intermittent leaks, excessive usage detection, backflow detection, disabled meter detection, unauthorized use and out of compliance irrigation consumption. All Water District alarm or event triggers must have the resolution to be expressed in GPM where required. Water District must have the ability to grant customers access to view their own usage data via a mobile app and desktop version of internetbased reading software at no cost.

Manufacturer shall provide web-based, easy-to-use software for the use of both Water District personnel and Water District customers at no cost to the Water District.

Manufacture shall develop and offer to Water District a suite of reporting tools for mining the cloud usage database in order to; reduce system losses, reduce unaccounted for water, enforce usage restrictions etc.

#### *Analytics*

The AMA system must have the ability to generate analytic data to readily assist the Water

District with predictive meter maintenance, water loss, comparative consumption across any group or subgroup of meters, consumptive water use across any Water District defined classification of water meters by total gallons, GPM and percent use.

The system shall be able to maintain analytics for special classifications of meters such as hydrant meters and irrigation to assist in water loss calculations and consumptive use by account classification.

The system shall have the ability to provide end users with a mobile app that allows for unique monthly budgeting of water use and email alerting for leaks, high flow and notification throughout the month of water use budget status.

The system will be required to provide alarms and alerts based on both use in gallons and GPM.

Leak analytics shall include alerts based on constant flow, constant flow that exceeds a Water District defined rate of flow rate (i.e programmable alarm set point based on a threshold leak of .1 GPM for 5/8”x3/4”) for each size of meter.

System-wide leak analytics shall include visual and report-based identification of type of leak, magnitude of leak, intermittent leaks and have the ability to generate analytics for any Water District-defined sub-group of water meters or classification of customer. Reports and data visualization of all leak analytics must include GPM, gallons and percentage of total consumption.

The system at a minimum shall monitor for the following conditions:

1. Constant leaks, threshold leaks, intermittent leaks, high usage (gallons), high flow (gpm), percent use of water during a 24 hour interval for a minimum of 288 data points each day, user-defined backflow trigger (minimum trigger of .1 gallons), unauthorized water use, unexpected water use and irrigation events.

1. The irrigation monitoring system shall be able to identify irrigation events, time of day, number of times per day and week, odd/even addresses and generate email alerts to the Water District and customer if so desired by the Water District. The system must provide the ability to readily change watering schedule to meet summer/winter schedules and any changes to current Water District watering restrictions based on interval and time.

#### *Customer Service Accessibility*

The system must allow Water District staff the ability to view all past rate of flow consumption graphically in time buckets not to exceed a minimum of 5 minutes. System filters and email reports based on the minimum allowable 5 minute analytics time interval shall be provided each morning automatically to alert staff to system issues for the previous 24 hours.

All stored interval data in the cloud must be actual consumption data as detected by the water meter. Systems that can’t automatically backfill missing days or must calculate inferred usage for missing reading data will not be accepted.

The system shall allow online collaboration between the Water District and the water customer of identical data and screens to assist with dispute resolution.

*The water meters shall be Metron Farnier single jet, rotary piston or approved equal and Advanced Metering Analytics system shall be Metron Farnier Verizon-based VN System or approved equal.*

AGREEMENT

BETWEEN OWNER AND VENDER

FOR PROCURMENT CONTRACT (STIPULATED PRICE)

Abra Water Company Incorporated and Arizona Corporation, THIS AGREEMENT is by and between (“Owner”)

And (“Vender”).

Owner and Vender hereby agree as follows:

### ARTICLE 1 – WORK

Vender shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish **800 new 5/8” x ¾” AMR/AMI water meters, 1 new 2” AMR/AMI water meter, 1 new 1.5” AMR/AMI water meter, 1 new 1” AMR/AMI water meter, and 2 new ¾” AMR/AMI water meters all** with LTE Cellular AMA (Advanced Metering Analytics) System, cloud based data storage, billing system interface and ancillary technical support per the Technical Specifications.

### ARTICLE 2 – THE PROJECT

2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows*: *AMR/AMI Meter Installation Project - Project No. 24-001*.

### ARTICLE 3 – ENGINEER

3.01 *The Project has been prepared by the Owner’s Water District Engineer.*

3.02 *Kevan Larson will act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.*

### ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

1. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

Contract Times: Days

1. The AMR/AMI Water Meters will be furnished and delivered to the Water District yard within \_\_30\_ days after the date when the Contract Times commence to run.

4.02 Liquidated Damages

1. Non liquidated damages will be assessed on this project.
2. If the AMR/AMI Water Meters have not furnished and delivered to the Company yard within the 30 calendar day period the Water Company may at its sole discretion terminate the agreement as provided for in Article 4.04

.

4.03 Owner Termination of Contract

1. Upon seven days written notice to Vender and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Vender shall be paid for (without duplication of any items):
   * 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
     2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
     3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with SubVenders, Suppliers, and others; and
     4. reasonable expenses directly attributable to termination.
2. Vender shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

4.04 Vender May Stop Work or Terminate

1. If, through no act or fault of Vender, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Company fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Vender any sum finally determined to be due, then Vender may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Article 4.04.
2. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Company has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Vender any sum finally determined to be due, Vender may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Vender, including interest thereon. The provisions of this Article 4,05 are not intended to preclude Vender from making a Claim under for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Vender’s stopping the Work as permitted by this Paragraph.

### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Vender for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Vender’s Bid, attached hereto as an exhibit.

### ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Vender shall submit Applications for Payment on a form satisfactory to the Owner. Applications for Payment will be processed by the Company within fifteen (15) days of .

6.02 Progress Payments;

A. Company shall make progress payments on account of the Contract Price on the basis of Vender’s Applications for Payment on or about the \_\_\_15th\_\_ day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established based on the number of units completed or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, shall Company pay the remainder of the Contract Price as recommended by the Water Company.

### ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of one (1) percent per ~~annum~~ **month or fraction of a month in accordance with Arizona Revised Statute Title 48, Section 48122, Paragraph J.**

### ARTICLE 8 – VENDER’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Vender makes the following representations:

1. Vender has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
2. Vender is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
3. Vender has considered the information known to Vender itself; information commonly known to Venders doing business in the locality of the Site; and, the Contract Documents.
4. Vender is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
5. Vender has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Vender has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Vender.
6. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
7. Vender’s entry into this Contract constitutes an incontrovertible representation by Vender that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

### ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

1. The Contract Documents consist of the following:
   1. This Agreement (pages 1 to \_5\_, inclusive).
   2. Information For Bidders
   3. Technical Specifications. (pages 1 to 3 inclusive)
   4. Addenda (numbers \_0\_\_ to \_\_\_, inclusive).
   5. Exhibits to this Agreement (enumerated as follows):

a. Vender’s Bid (pages \_1\_\_ to \_7\_\_, inclusive).

1. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
2. There are no Contract Documents other than those listed above in this Article 9.
3. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

### ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the Information to Bidders.

10.02 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Vender each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Vender, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Vender’s Certifications

A. Vender certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

* 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

A. Mediation. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding mediation. The matter in dispute shall be submitted to a mediator mutually selected by Company. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, The Company shall request the presiding judge of the Superior Court in and for the County of Yavapai, State of Arizona, to appoint an independent mediator. The cost of any such mediator shall be divided equally between the Vendor and the Company results of the mediation shall be nonbinding on the parties.

**IN WITNESS WHEREOF**, Owner and Vender have signed this Agreement.

This Agreement will be effective on , 2024\_\_\_\_ (which is the Effective Date of the Contract).

OWNER: VENDER:

Abra Water Co., Inc an Arizona Corporation

By:

By:

Title: Title:

|  |  |  |
| --- | --- | --- |
|  |  | *(If Vender is a corporation, a partnership, or a joint*  *venture, attach evidence of authority to sign.)* |
| Attest: |  | Attest: |

|  |  |  |
| --- | --- | --- |
| Title: |  | Title: |

|  |  |
| --- | --- |
| Address for giving notices: | Address for giving notices: |
| Abra Water Co., Inc an Arizona Corporation |  |

P. O. Box 385

Paulden, Arizona 86334