



GENERATORS FOR THE STAR VALLEY WATER SYSTEM
BID & CONTRACT DOCUMENTS PACKAGE

REQUEST FOR BIDS

GENERATORS FOR THE STAR VALLEY WATER SYSTEM

TOWN OF STAR VALLEY

Notice is hereby given that the Town of Star Valley is requesting bids from qualified Contractors to furnish and install emergency power backup generator systems at three water system facilities in the Town of Star Valley, Arizona.

Bid Due Date & Time: April 30, 2025 at 2:00 PM MST

Submit Bid To: Edie Chapin, Town Clerk
Star Valley Town Hall
3675 E Highway 260, Star Valley, AZ 85541

Notice is hereby given that sealed competitive bids will be received for the furnishment and installation of emergency power backup generator systems at three water system facilities in the Town of Star Valley until the specified bid due date and time. Late bids will not be considered. Bids submitted shall be in a sealed envelope with the name and address of the bidder, the project name "GENERATORS FOR THE STAR VALLEY WATER SYSTEM", and the bid due date and time clearly marked on the outside of the envelope. Emailed bid responses will not be accepted. The generator installation project will be bid and awarded on a lump sum basis for all the specified work and the award of the project will be made to the lowest qualified and responsive bidder based on the lowest total combined bid price.

Offerors are strongly encouraged to carefully read the entire Bid & Contract Documents Package that follows and which can be found on the Town's website "starvalleyaz.com" or obtained by emailing the Town Clerk at "echapin@starvalleyaz.com". Bids shall be made on the Bid Proposal Form included therein.

There will be no pre-bid meeting for this project. Contractors are encouraged to view the site on their own in advance of submitting a bid; however be advised that the three sites are fenced and locked. Site inspections can be arranged with the Town's water system manager, Dean Shaffer, mobile 928-978-2286. Any questions regarding this request for bids shall be submitted by email to Edie Chapin, Town Clerk, at "echapin@starvalleyaz.com". Questions will be responded to in the form of an addendum published no later than Monday, April 21, 2025. Questions received after that date may not receive a response.

The Town of Star Valley reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award for up to 90 calendar days, as deemed in the best interest of the Town.

Published in the official newspaper of the Town of Star Valley.

/s/ Timothy Grier, Town Manager

04-09-2025

PROJECT DESCRIPTION & SCOPE OF WORK

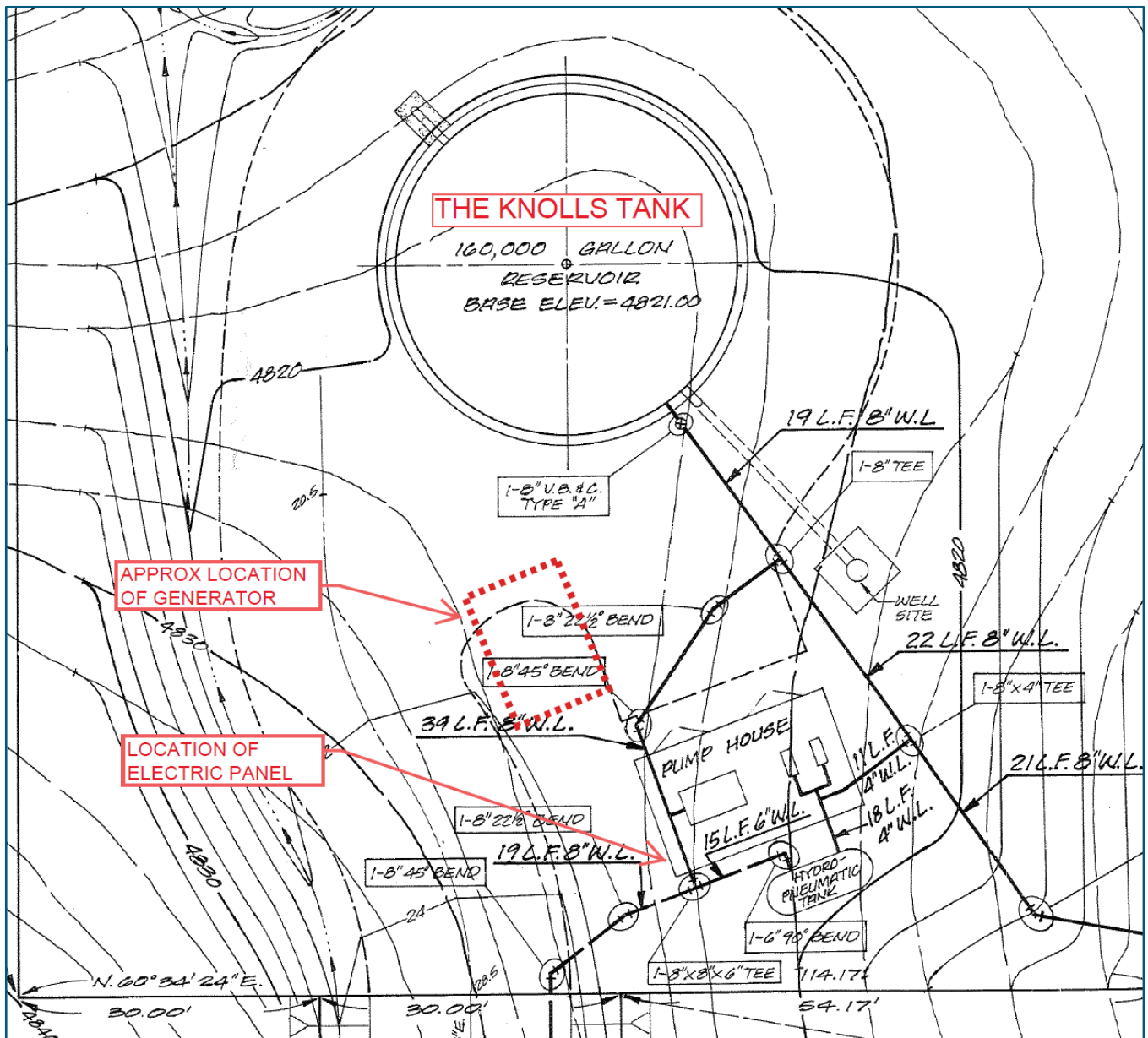
The GENERATORS FOR THE STAR VALLEY WATER SYSTEM project generally consists of a qualified Contractor furnishing and installing emergency power backup generator systems, complete and fully functional for the purpose intended, at three sites within the Town's water supply system as set forth herein.

Site 1 – The Knolls Water Tank Site

Generator Size: Propane powered 200 KW (Vendor shall check and confirm generator size).

Existing Electric Power Panel Size: 200 Amp, 277/480 V, Three Phase. The panel is located on the exterior of the building.

Site Address: 105 Highline Drive, Star Valley, AZ (34°15'03"N 111°16'22"W).



The work involved with the furnishment and installation of the propane powered generator at this site includes, but is not limited to, the following:

1. The generator equipment supplier shall check and confirm the sizing of the generator based on the power supply panel information taking into account the elevation of site is approximately 4,830 feet.
2. This site does not currently have an automatic transfer switch (ATS). Therefore, the electrical contractor shall furnish and install an automatic transfer switch compatible with the provided generator.
3. The electrical contractor shall furnish and install all electrical conduit and conductors and perform all necessary electrical work to connect the generator to power the facilities in the event of an electric power shutdown.
4. The contractor shall construct a reinforced concrete pavement slab for the generator. The concrete slab shall be 1.5 feet longer on each end of the generator unit, 1.5 feet wider on the back side of the generator unit, and shall extend 4 feet wide along the front of the generator unit to provide a working platform to access the opening panels for maintenance of the generator. The thickness of the concrete slab shall be 8-inches (minimum thickness).

Concrete shall have a minimum compressive strength of 4,000 psi concrete and shall be reinforced in accordance with the recommendations of the generator manufacturer.

The Town Water System Manager, Dean Shaffer, mobile 928-978-2286, must approve the location of the generator prior to construction of its concrete slab.

5. The contractor shall furnish and install a propane tank on site near the generator unit. The size of the propane tank shall be sufficient to operate the generator for 24 hours a day operation for at least one full week duration without the need to refuel the tank.
6. The contractor shall furnish and install a concrete pavement slab for the propane tank sized appropriately for the tank size.

Concrete shall have a minimum compressive strength of 4,000 psi concrete and shall be reinforced in accordance with the recommendations of the propane tank manufacturer.

The Town Water System Manager, Dean Shaffer, mobile 928-978-2286, must approve the location of the propane tank on the site prior to construction of its concrete slab.

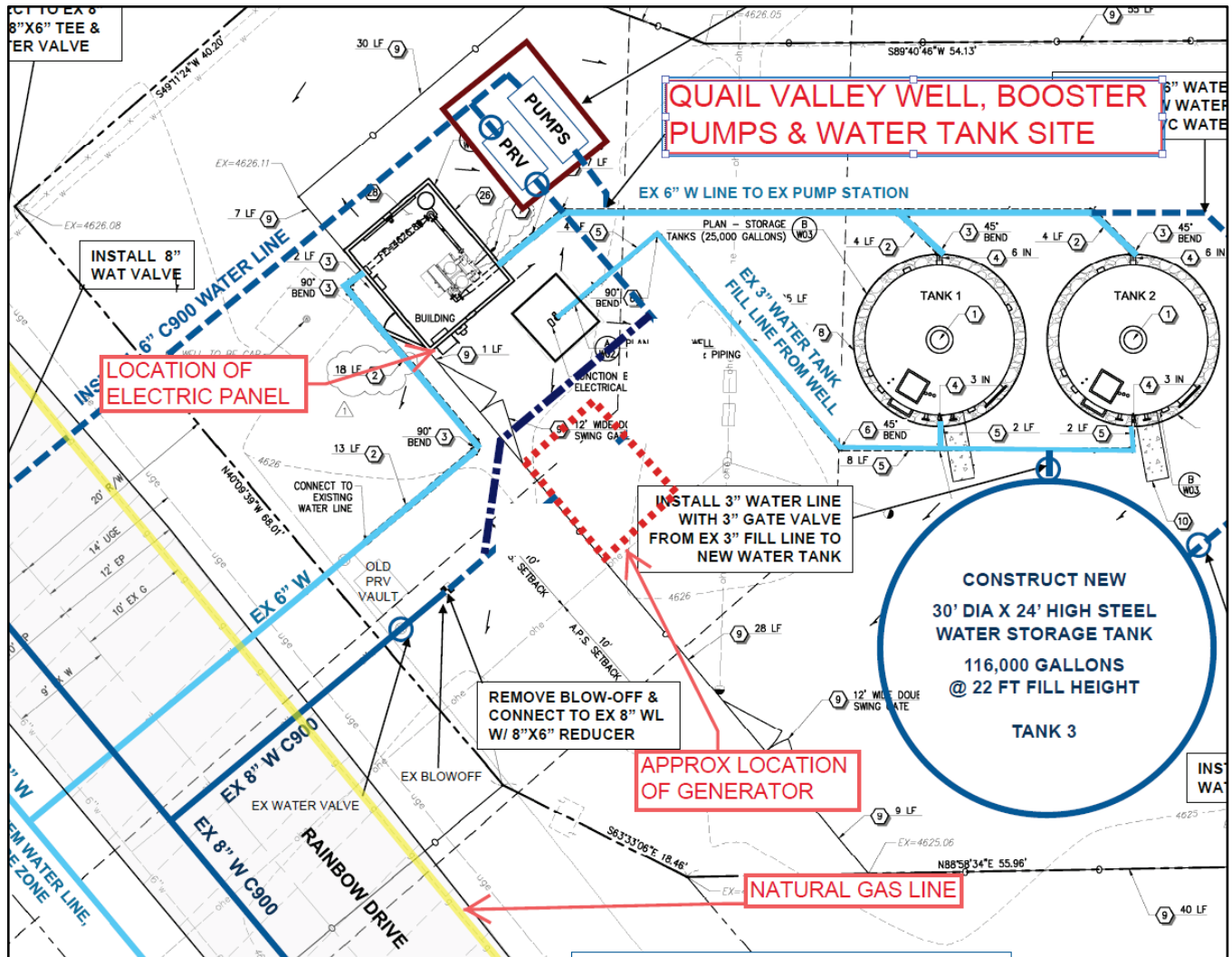
7. The contractor shall furnish and install all required liquid propane piping, fittings, regulators, and all other required equipment to connect the propane tank to the generator unit in accordance with the generator manufacturer's requirements.
8. The contractor shall perform all testing required to confirm the generator, ATS, and electric and propane facility installations are working as intended so the emergency backup generator will be fully functional for its intended purpose.
9. The contractor shall provide the Town with all equipment information materials, operation and maintenance manuals, manufacturer's warranty information, recommendations on the periodic testing and operation of the generator system, and all other pertinent information. This submittal shall include on paper copy and one electronic PDF file for each document.

Site 2 – Quail Valley Water Booster Pump, Well, and Water Tank Site

Generator Size: Propane powered 60 KW (Vendor shall check and confirm generator size).

Existing Electric Power Panel Size: 200 Amp Panel, 120/240 V, Single Phase. The panel is located on the exterior of the building.

Site Address: 111 S Rainbow Drive, Star Valley, AZ (34°15'02"N, 111°15'07"W).



The work involved with the furnishment and installation of the propane powered generator at this site includes, but is not limited to, the following:

1. The generator equipment supplier shall check and confirm the sizing of the generator based on the power supply panel information taking into account the elevation of site is approximately 4,630 feet.
2. This site does not currently have an automatic transfer switch (ATS). Therefore, the electrical contractor shall furnish and install an automatic transfer switch compatible with the provided generator.

3. The electrical contractor shall furnish and install all electrical conduit and conductors and perform all necessary electrical work to connect the generator to power the facilities in the event of an electric power shutdown.
4. The contractor shall construct a reinforced concrete pavement slab for the generator. The concrete slab shall be 1.5 feet longer on each end of the generator unit, 1.5 feet wider on the back side of the generator unit, and shall extend 4 feet wide along the front of the generator unit to provide a working platform to access the opening panels for maintenance of the generator. The thickness of the concrete slab shall be 8-inches (minimum thickness).

Concrete shall have a minimum compressive strength of 4,000 psi concrete and shall be reinforced in accordance with the recommendations of the generator manufacturer.

The Town Water System Manager, Dean Shaffer, mobile 928-978-2286, must approve the location of the generator prior to construction of its concrete slab.

5. The contractor shall furnish and install all required propane piping, fittings, regulators, and all other required equipment to connect the underground propane pipeline supply to the generator unit in accordance with the generator manufacturer's requirements. The connection to the existing propane pipeline shall be coordinated closely with the utility owner, Alliant Gas, 928-474-2294. The existing underground propane gas line is located along the easterly edge of the existing street pavement as shown on the above site plan. The contractor shall repair the pavement asphalt edge if the contractor's gas line installation work results in damage to the asphalt pavement. Any such repairs shall be to the Town's satisfaction.
6. The contractor shall perform all testing required to confirm the generator, ATS, and electric and propane facility installations are working as intended so the emergency backup generator will be fully functional for its intended purpose.
7. The contractor shall provide the Town with all equipment information materials, operation and maintenance manuals, manufacturer's warranty information, recommendations on the periodic testing and operation of the generator system, and all other pertinent information. This submittal shall include on paper copy and one electronic PDF file for each document.
8. Caution: Be aware of overhead electric power lines through the Quail Valley Site.

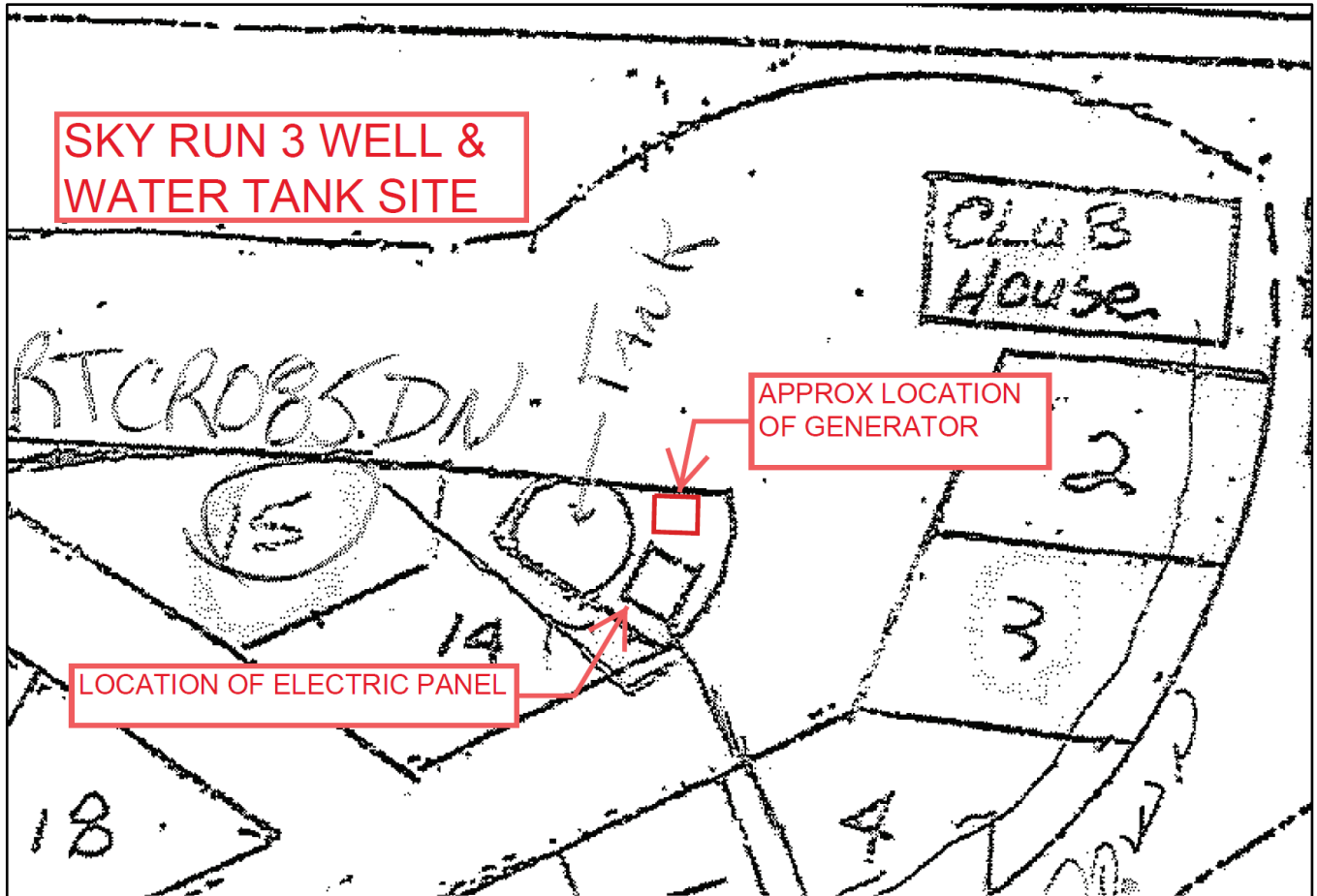
Site 3 – Sky Run 3 Well and Water Tank Site

Generator Size: Propane powered 30 KW (Vendor shall check and confirm generator size).

Existing Electric Power Panel Size: 100 Amp Panel, 120/240 V, Single Phase. The panel is located on the exterior of the building.

The Sky Run 3 site may not have the means of intercepting power to add automatic transfer switch (ATS) with the old style panel. Therefore, the 100 amp main disconnect and electrical panel will likely need to be replaced with a new disconnect and electric panel to accommodate the ATS. Please investigate and confirm and include in the lump sum price if and as required.

Site Address: 93 Sky Run Lane, Star Valley, AZ (34°15'38"N, 111°15'06"W).



The work involved with the furnishment and installation of the propane powered generator at this site includes, but is not limited to, the following:

1. The generator equipment supplier shall check and confirm the sizing of the generator based on the power supply panel information taking into account the elevation of site is approximately 4,840 feet.
2. This site does not currently have an automatic transfer switch (ATS). Therefore, the electrical contractor shall furnish and install an automatic transfer switch compatible with the provided generator.
3. The electrical contractor shall furnish and install all electrical conduit and conductors and perform all necessary electrical work to connect the generator to power the facilities in the event of an electric power shutdown.
4. The contractor shall construct a reinforced concrete pavement slab for the generator. The concrete slab shall be 1.5 feet longer on each end of the generator unit, 1.5 feet wider on the back side of the generator unit, and shall extend 4 feet wide along the front of the generator unit to provide a working platform to access the opening panels for maintenance of the generator. The thickness of the concrete slab shall be 8-inches (minimum thickness).

Concrete shall have a minimum compressive strength of 4,000 psi concrete and shall be reinforced in accordance with the recommendations of the generator manufacturer.

The Town Water System Manager, Dean Shaffer, mobile 928-978-2286, must approve the location of the generator prior to construction of its concrete slab.

5. The contractor shall furnish and install a propane tank on site near the generator unit. The size of the propane tank shall be sufficient to operate the generator for 24 hours a day operation for at least one full week duration without the need to refuel the tank.
6. The contractor shall furnish and install a concrete pavement slab for the propane tank sized appropriately for the tank size.

Concrete shall have a minimum compressive strength of 4,000 psi concrete and shall be reinforced in accordance with the recommendations of the propane tank manufacturer.

The Town Water System Manager, Dean Shaffer, mobile 928-978-2286, must approve the location of the propane tank on the site prior to construction of its concrete slab.

7. The contractor shall furnish and install all required liquid propane piping, fittings, regulators, and all other required equipment to connect the propane tank to the generator unit in accordance with the generator manufacturer's requirements.
8. The contractor shall perform all testing required to confirm the generator, ATS, and electric and propane facility installations are working as intended so the emergency backup generator will be fully functional for its intended purpose.

The contractor shall provide the Town with all equipment information materials, operation and maintenance manuals, manufacturer's warranty information, recommendations on the periodic testing and operation of the generator system, and all other pertinent information. This submittal shall include on paper copy and one electronic PDF file for each document.

General Project Requirements

1. All existing improvements and facilities shall be protected in place from any damage by the contractor's operations and construction. Any facilities that are damaged by the contractor shall be repaired or replaced to good condition and to the satisfaction of the Town.
2. The Contractor shall warrant all materials and equipment furnished or installed, and work performed, for a period of two (2) years from the date of final acceptance. The Contractor warrants that the completed system is free from all defects due to faulty materials or workmanship. The Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repair of any damage resulting from such defects. The Town will give notice of observed defects with reasonable promptness. The Performance Bond shall remain in full force and effect through the warranty period.
3. Should any defects develop within two years from the date of final acceptance due to faults in workmanship or materials, the Contractor shall, within 14 calendar days of receipt of written notice from the Town, begin making the necessary repairs to the satisfaction of the Town. Such work shall include the repair or replacement of other work or materials damaged or affected by making the above repairs or corrective work, all at no additional cost to the Town.
4. Contractor shall have the appropriate contractor licenses required for the installation of the propane gas powered generator and all related equipment installations and construction work.

5. There is no access to water or restrooms at any of the sites. The Contractor shall provide a portable toilet and potable drinking water for employees.
6. Ensure all work is performed by qualified personnel in compliance with applicable safety standards.
7. Minimize dust, noise, and other disturbances to the surrounding community to the greatest extent possible.

Permits

1. Contractor is to secure a building permit through the City of Payson for the site electrical and gas line plumbing improvements.

End of Project Description & Scope Of Work

BID PROPOSAL FORM

Bid Due Date & Time: April 30, 2025 at 2:00 PM MST

Submit Bid Proposal to: Edie Chapin, Town Clerk
Star Valley Town Hall
3675 E Highway 260, Star Valley, AZ 85541

The undersigned, on behalf of the entity, firm, company, partnership, or other legal entity listed below, offers on its behalf to the Town of Star Valley a proposal that contains all terms, conditions, specifications and amendments set forth in the Request for Bids and in these Bid & Contract Documents issued by the Town. The bidder certifies to their full understanding and compliance with the Terms and Conditions contained in the Bid & Contract Documents Package.

OFFEROR'S BID	
Bidder's Company Name	
Authorizing Offeror Signature	
Printed Name & Title	
Lump Sum Bid Price – Site 1 The Knolls Site	\$
Lump Sum Bid Price – Site 2 Quail Valley Site	\$
Lump Sum Bid Price – Site 3 Sky Run 3 Site	\$
TOTAL COMBINED BID PRICE	\$
Proposed Start Date <i>(include equipment delivery time)</i>	
Proposed Completion Date <i>(completed installation & testing)</i>	
OFFEROR'S CONTACT INFORMATION	
Type of Legal Entity <i>(Corporation, Partnership, Individual, other)</i>	
Federal Employer Identification Number	
AZ Transaction Privilege (Sales) Tax License Number	
Address, Town, State	
Contact Name	

Phone Number	
Email Address	

The lump sum bid amounts shown on the bid schedule shall include all labor, equipment, administrative work, taxes, fees, bonds, and anything else needed to complete intent and object of the Scope of Work set forth herein whether or not specifically mentioned therein.

ACKNOWLEDGE RECEIPT OF ADDENDA			
Addendum Number	1	2	3
Initials			
Date Issued			

BIDDER QUALIFICATIONS		(The information provided may or may not be a determining factor in award)
ROC Licenses		
Ever failed to complete a contract? Yes/No – describe		
Ever been disbarred or prohibited? Yes/No – describe		
Contract ever been terminated for cause? Yes/No – describe		
Reference 1 – Project Location		
Owner Contract Information (Phone Number & Email Address)		
Description of Work including Size of Project and Year Services were Provided		
Reference 2 – Project Location		
Owner Contract Information (Phone Number & Email Address)		
Description of Work including Size of Project and Year Services were Provided		
Reference 3 – Project Location		
Owner Contract Information (Phone Number & Email Address)		
Description of Work including Size of Project and Year Services were Provided		

End of Bid Proposal Form

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF PROPOSAL

- a. Email, telegraphic (facsimile), or electronic bids will not be considered.
- b. The Bid Proposal Form document shall be submitted with an original ink signature by a person authorized to sign the offer on behalf of the legal entity submitting the bid.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer.
- d. Any exception to the terms contained in these Bid & Contract Documents package must be specifically indicated in writing and is subject to the acceptance and approval of the Town.
- e. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- f. It is the responsibility of all Offerors to examine the entire Bid & Contract Documents package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
- g. No bid bond or bid guarantee is required for this project.

2. INQUIRIES

- a. Any question related to the Request for Bids shall be directed in writing or via email no later than nine (9) days prior to the proposal opening date, to the person whose name appears on the front. Questions submitted after that period may not be answered due to time constraints.
- b. Questions may be submitted by email. Any correspondence related to the Request for Bids should refer to the appropriate Bid & Contract Documents package page and paragraph number. The Offeror shall not place the Request for Bids title on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official Request for Bids due date and time.
- c. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least nine (9) days before the Bid due date and time for review and determination by the Town. Failure to do so may result in the inquiry not being considered for a solicitation Addendum.
- d. Firms interested in submitting a bid on this project should notify the Town Clerk by email of their interest in order to receive any addendum that may be issued by direct email. Otherwise, prospective bidders need to check the Town's website or plan rooms prior to submitting their bid for any addenda that may have been issued for the project.

3. DUE DATE AND TIME

- a. Offerors must submit proposals to the Town Clerk, Edie Chapin, 3675 E Highway 260, Star Valley, AZ 85541 by 2:00 pm on April 30, 2025. Late proposals will not be accepted.

4. WITHDRAWAL OF PROPOSAL

- a. At any time prior to the specified proposal due date and time, an Offeror (or designated representative) may withdraw the proposal. Email, telegraphic (facsimile), or electronic proposal withdrawals will not be considered.

5. AMENDMENT OF PROPOSAL

- a. Receipt of each Addendum issued shall be acknowledged by initialing and inserting the Addendum date in the space provided on the bid proposal form. Failure to do so may result in the Offeror's bid being rejected.

6. PAYMENT

- a. The Town will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.

- b. The Town intends on making two payments to the Contractor for the project.

The first payment will be made within 14 calendar days after the contract has been signed. The first payment will be made for 50% of the total contract price for the project.

The second and final payment will be made within 14 calendar days after completion of the project and acceptance of the improvements by the Town. The second payment will be for the remaining 50% of the total contract unit price for the project.

7. FUNDING

- a. Funding for this project is through local Town funds and was budgeted for the current fiscal year.

8. TAXES

- a. Any and all taxes of any type that are required to be paid in providing the goods and services under this contract shall be included in the lump sum bid amounts.

9. AWARD OF CONTRACT

- a. The bid will be awarded to the lowest total combined bid price from a qualified and responsive bidder.
- b. Notwithstanding any other provision of this Bid & Contract Documents package, the Town expressly reserves the right to waive any immaterial defect or informality: or reject any or all proposals, or portions thereof, or reissue the Request for Bids.

10. PERFORMANCE BOND AND PAYMENT BOND

- a. The Contractor will be required to provide a Performance Bond and Payment Bond equal to one hundred (100%) percent of the contract amount.
- b. Such bonds shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Arizona Department of Insurance.

- c. Such bonds are not to be limited as to the time in which action may be instituted against the surety company.
- d. The bond(s) shall be made payable and acceptable to the Town of Star Valley and shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as required by law, and the bond(s) shall have attached thereto a certified copy of Power of Attorney of the signing official.

11. ONSITE VISITS

If an onsite visit is needed prior to submitting a bid, please schedule at least one business day prior. Site visits must be completed no later than three (3) days prior to the bid opening date. To schedule a site visit:

- a. Contact Dean Shaffer, Water System Manager, at mobile phone number 928-978-2286.

End of Instructions to Bidders

TERMS AND CONDITIONS

1. CERTIFICATION

By signature in the Offer section of the Bid Proposal Form, the Offeror certifies that:

- a. The submission of the offer did not involve collusion or other anti-competitive practices.
- b. The Offeror shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
- c. The Offeror has not given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
- d. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror may be debarred.

2. GRATUITIES:

- a. The Town may, by written notice to the Offeror, cancel the resultant contract if it is found by the Town that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, to any officer or employee of the Town with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order.
- b. In the event the Town pursuant to this provision cancels the resultant contract, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of gratuity.
- c. Paying the expense of normal business meals, which are generally made available to all eligible Town government customers, shall not be prohibited by this paragraph.

3. APPLICABLE LAW

- a. In the performance of the contract, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona, and the Town of Star Valley, including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act, and any other federal or state laws applicable to the contract.
- b. The contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in the Superior Court of Pinal County, State of Arizona.
- c. The contract is subject to the provisions of ARS §38-511; and the Town may cancel the contract without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. LEGAL REMEDIES

- a. All claims and controversies regarding this Request for Bids shall be subject to resolution in accordance with the Town of Star Valley Procurement Code.

5. CONTRACT

- a. The resultant contract between the Town of Star Valley and the Contractor shall include the (1) Request for Bids, the full Bid & Contract Documents package, including instructions, all terms and conditions, specifications, scope of work, attachments, and any amendments thereto, and (2) the bid proposal/offer form submitted by the Offeror in response to the Request for Bids.
- b. In event of a conflict in language between the Request for Bids and the contract, the provisions and requirements of the contract shall govern. However, the Town reserves the right to clarify, in writing, any contractual terms with the concurrence of the offeror, and such a written contract shall govern in case of conflict with the applicable requirements stated in the contract or the offeror's offer.
- c. The Bid & Contract Documents shall govern in all other matters not affected by the written contract.

6. CONTRACT AMENDMENTS

- a. The contract may be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor.

7. CONTRACT APPLICABILITY

- a. The Offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific Bid & Contract Documents package.
- b. All previous agreements, contracts, or other documents which have been executed between the Offeror and the Town are not applicable to this Request for bids or any resultant contract.

8. PROVISIONS REQUIRED BY LAW

- a. Each and every provision of law and any clause required by law to be in the contract, will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.

9. SEVERABILITY

- a. The provisions of the contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

10. ASSIGNMENT – DELEGATION

- a. No right or interest in the contract shall be assigned by Contractor without prior written permission of the Town and no delegation of any duty of Contractor shall be made without prior written permission of the Town.

11. RELATIONSHIP TO PARTIES

- a. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other.
- b. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.
- c. The Offeror is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and that the Offeror should make arrangements to directly pay such expenses, if any.

12. SUBCONTRACTS

- a. The Contractor shall enter into no subcontract with any other party to furnish any of the materials, services, or construction specified herein without the advance written approval of the Town.
- b. The Contractor is responsible for contract performance whether or not Subcontractors are used.

13. INDEMNIFICATION

- a. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Town and each Council Member, Officer, Board, Commission, Officers, Officials, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or connection with the negligent or willful acts or omissions of work or professional services of the Contractor, its officers, employees, agents or any tier of subcontractor in the performance of the contract.
- b. In consideration of the award of the contract, the Contractor agrees to waive all rights of subrogation against the Town, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the Town.
- c. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity of this paragraph.

14. OVERCHARGES BY ANTITRUST VIOLATIONS

- a. The Town maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Town any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

15. FORCE MAJEURE

- a. Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resultant contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence.
- b. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- c. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the resultant contract.
- d. Force Majeure shall not include late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences, or late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.
- e. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certificate-return receipt and shall make specific reference to this article, thereby invoking its provisions.
- f. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the resultant contract.

16. RIGHT TO ASSURANCE

- a. Whenever one party to the resultant contract in good faith has reason to question the other party's intent to perform, they may demand that the other party give written assurance of this intent to perform.
- b. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

17. RIGHT TO AUDIT RECORDS

- a. The Town may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the Town.

18. RIGHT TO INSPECT PLANT OR PLACE OF BUSINESS

- a. The Town may, at reasonable times, inspect the plant or place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.

19. INSPECTION

- a. All equipment, materials, construction, and/or services are subject to final inspection and acceptance by the Town.
- b. Materials and/or services failing to conform to the specifications of the resultant contract will be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. The Contractor may elect to do any or all of the following: (1) waive the non-conformance; (2) stop the work immediately; or (3) bring material into compliance. This shall be accomplished by a written determination for the Town.

20. WARRANTIES

- a. Contractor warrants that all goods delivered under the contract will conform to the requirements of the contract (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose.
- b. Any inspection or acceptance of the goods by Town shall not alter or affect the obligation of Contractor or the right of Town under the foregoing warranties.

21. TITLE AND RISK OF LOSS

- a. The title and risk of loss of material and/or services shall not pass to the Town until the Town actually receives the material or service at the point of delivery, unless otherwise provided within the contract.

22. REPLACEMENT OF DEFECTIVE TENDER

- a. Every tender of materials shall fully comply with all provisions of the contract.
- b. If a tender is made which does not fully conform, this shall constitute a breach of the contract as a whole.

23. LIENS

- a. All materials, services, or construction shall be free of all liens, and if the Town requests, a formal release of all liens shall be delivered to the Town.

24. LICENSES

- a. Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the contract.

25. PATENTS AND COPYRIGHTS

- a. All services, information, computer program elements, reports, and other deliverables, which may be patented or copyrighted and created under the contract are the property of the Town and shall not be used or released by the Contractor or any other person except with the prior written permission of the Town.

26. COST OF BID/PROPOSAL

- a. The Town shall not reimburse the cost of developing or providing any response to the Request For Bids.
- b. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

27. PUBLIC RECORD

- a. All offers submitted in response to this Request For Bids shall become a matter of public record available for review, subsequent to the award notification.

28. TERMINATION FOR NON-APPROPRIATION OR LACK OF FUNDING

- a. Any contract entered into by the Town shall terminate at the end of the current fiscal period for non-appropriation of funds if the Town's governing body fails to appropriate funds to pay for the payments contemplated by the contract.
- b. The Town's fiscal period ends June 30th of each year.
- c. The Town of Star Valley states that it intends to pay all monies due, if such funds have been legally appropriated.

29. COOPERATIVE USE OF CONTRACT

- a. In addition to the Town of Star Valley and with the approval of the contracted vendor, the contract may be extended for use by other municipalities, school districts, and government agencies of the State.
- b. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

30. EXPORT ADMINISTRATION ACT

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

31. ISRAEL BOYCOTT

- a. 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.

32. FEDERAL IMMIGRATION AND NATIONALITY ACT (FINA)

- a. By entering into the Contract, the Contractor warrants compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any

subcontractor, including but not limited to A.R.S. §23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").

- b. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Purchasing Manager upon request.
- c. These warranties shall remain in effect through the term of the Contract.
- d. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at www.USCIS.gov.
- e. The Town may request verification of compliance for any Contractor or subcontractor performing work under the Contract.
- f. Should the Town suspect or find that the Contractor or any of its subcontractors are not in compliance, the Town may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

End of Terms and Conditions

SPECIAL TERMS AND CONDITIONS

1. PURPOSE

- a. The Town of Star Valley is requesting bid proposals to furnish and install propane gas emergency power backup generator systems, complete and fully functional for the purpose intended, at three sites within the Town's water supply system as set forth in these Bid & Contract Documents Package.

2. AUTHORITY

- a. This Solicitation, as well as any resultant contract, is issued under the authority of the Town.
- b. No alteration of any resultant contract may be made without the express written approval of the Town in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the Town inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

3. OFFER ACCEPTANCE PERIOD

- a. In order to allow for an adequate evaluation, the Town requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

4. TERM OF CONTRACT

- a. The term of any resultant contract shall commence on the issuance of a Contract awarded by the Town of Star Valley Town Council and shall continue until the project is completed, unless terminated, cancelled, or extended as otherwise provided herein.

5. CONTRACT EXTENSION/RENEWAL

- a. By mutual written contract amendment, any resultant contract may be extended.

6. PROPOSAL FORMAT

- a. A total of one (1) unbound original document (labeled "original") and one (1) copy of the document (labeled "copy") of the Bid Proposal Form shall be submitted in the format indicated in the Proposal Format and Requirement section of the Bid & Contract Documents package.

7. PROPOSAL OPENING

- a. Bid Proposals shall be opened at the time and place designated in the Request for Bids.
- b. The name of each Offeror and the total combined lump sum bid price shall be publicly read and recorded in the presence of witnesses.
- c. After award of the proposal, the successful proposal shall be open for public inspection.

8. DISCUSSIONS

- a. After the receipt of proposals, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award.

- b. The Town reserves the right to conduct personal interviews or require presentation of any or all proposals prior to selection.
- c. The Town will not be liable for any costs incurred by the Offeror in connection with such interviews and/or presentations.

9. CONFIDENTIAL INFORMATION

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Town Clerk of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Town Clerk makes a written determination.

10. CONFIDENTIALITY OF RECORDS

- a. The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of assuring that information contained in its records or obtained from the Town remains confidential pursuant to applicable requirements.

11. CONTRACT PRICE

- a. Lump Sum Fixed Price.

12. CANCELLATION

- a. The Town reserves the right to cancel the whole or any part of any resultant contract due to failure by the Contractor to carry out any obligation, term, or condition of any resultant contract.
- b. The Town will issue written notice to the contractor for acting or failing to act as in any of the following: (1) the Contractor provides material that does not meet the specifications of the contract; (2) the Contractor fails to adequately perform the services set forth in the specifications of the contract; (3) the Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract; or (4) the Contractor fails to make progress in the performance of the contract and/or gives the Town reason to believe that the contractor will not or cannot perform to the requirements of the contract.
- c. Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory response to the Town.
- d. Failure on the part of the Contractor to adequately address all issues of concern may result in the Town resorting to any single or combination of the following remedies:
 - Cancel the contract;
 - Reserve all rights or claims to damage for breach of any covenants of the contract;
 - Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;

- e. In case of default, the Town reserves the right to complete the required work. In that event, the Town may recover any actual excess costs from the Contractor by:
 - Deduction from an unpaid balance;
 - Collection against the performance bond, or;
 - Any combination of the above or any other remedies as provided by law.
- f. The Town may also terminate the contract without cause by giving the Contractor ten (10) days written notice. If the contract is terminated without cause, Contractor shall be paid for work performed to the date of the receipt of the termination notice.

13. CONTRACT DEFAULT

- a. The Town, by written notice of default to the Contractor, may terminate the whole or any part of the contract in any one of the following circumstances:
 - If the Contractor fails to make delivery of the supplies or to perform the services within the time specified; or
 - If the Contractor fails to perform any of the provisions of the contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
 - In the event the Town terminates the contract in whole or in part, the Town may procure supplies or services similar to those terminated, and the Contractor shall be liable to the Town for any excess costs for such similar supplies or services.

14. INSURANCE

- a. The Town requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation.
- b. The Town will notify the successful Contractor of the intent to issue a contract award. The successful contractor shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated in the insurance requirements set forth below.
- c. Insurance coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.

General

- a. **Insurer Qualifications.** Without limiting any obligations or liabilities of the Contractor, the Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.
- b. **No Representation of Coverage Adequacy.** By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect the Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance

with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

- c. **Additional Insured.** All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- d. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.
- e. **Primary Insurance.** The Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.
- f. **Claims Made.** In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
- g. **Waiver.** All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the Contractor. The Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- h. **Policy Deductibles and/or Self-Insured Retentions.** The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. The Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- i. **Use of Subcontractors.** If any work under this Agreement is subcontracted in any way, the Contractor shall execute a written agreement with the Subcontractor containing the indemnification provisions and insurance requirements (unless waived by Town in Town's sole discretion) set forth herein protecting the Town and the Contractor. The Contractor shall be responsible for executing the agreement with the Subcontractor and obtaining certificates of insurance verifying the insurance requirements.
- j. **Evidence of Insurance.** Prior to commencing any work or services under this Agreement, the Contractor shall furnish the Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and

limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the Town shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the cited policies expire during the life of this Agreement, it shall be the Contractor's responsibility to forward renewal certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

k. Certificates of insurance shall specifically include the following provisions:

The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

- Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
- Auto Liability - Under ISO Form CA 2048 or equivalent.
- Excess Liability - Follow Form to underlying insurance.

The Contractor's insurance shall be primary insurance as respects performance of the Agreement.

All policies, including Workers' Compensation, waive rights of recovery (subrogation) against the Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by the Contractor under this Agreement.

A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

Required Insurance Coverage.

- a. Commercial General Liability. The Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$4,000,000 General Aggregate Limit.

The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury or death, personal injury, advertising injury and property damage. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause.

To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials, volunteers and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you."

If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- b. **Vehicle Liability.** The Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor 's work or services under this Agreement.

Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent.

If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- c. **Workers' Compensation Insurance.** Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor 's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Cancellation and Expiration Notice.

- a. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Town.

15. CONFLICT OF INTEREST

- a. By submitting a bid proposal, the Offeror certifies that no conflicts of interest exist as defined by Arizona Revised Statutes, Title 38, Chapter 3, Article 8. In the event any professional or personal financial interest does exist, the nature of the relationship shall be disclosed to the Town and examined by the Town of the material facts of the disclosure. The above referenced statute shall govern the actions of the city in the event a conflict exists.

16. PROTEST PROCEDURE

- a. Bid protests shall be submitted in writing to: Town Clerk, Star Valley Town Hall, 644 West Pima Street, Star Valley, AZ 85337, within seventy-two (72) hours of bid award notification.
- b. Protests must contain at a minimum the name, address, and telephone number of the protester, the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested.
- c. Within three (3) business days of receipt, and after consultation with legal counsel, Town Of Star Valley Staff, or others, the Town will respond to the protest.

- d. The Town of Star Valley reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

End of Special Terms and Conditions

**STANDARD FORM OF AGREEMENT
BETWEEN
TOWN AND CONTRACTOR
FOR
CONSTRUCTION SERVICES**

AGREEMENT

Made as of the _____ day of _____ in the year **2025**.

BETWEEN the: **TOWN OF STAR VALLEY**

3675 E Highway 260
Star Valley, AZ 85541

And the Contractor: _____

For the following Project:

GENERATORS FOR THE STAR VALLEY WATER SYSTEM

**PART 1
CONTRACT DOCUMENTS**

1.1 The Contract Documents consist of the following:

- (a) This Agreement
- (b) Request for Bids
- (c) The Contractor's Bid Proposal Form
- (d) Information for Bidders
- (e) Terms and Conditions
- (f) Special Terms and Conditions
- (g) Project Description & Scope Of Work
- (h) Performance Bond and Labor and Payment Bond
- (i) Addenda (if any)
- (j) Change Orders (if any) issued after execution of the Agreement

1.2 All of the above-listed Contract Documents are incorporated by reference as though set forth in full herein, whether or not attached hereto, and shall form an integral part of this Agreement. If there is any conflict between this Agreement and the other Contract Documents, the terms and conditions of this Agreement shall control.

1.3 The Contract Documents represent the entire and integrated agreement between the parties hereto and supersede any and all prior negotiations, representations or agreements, either written or oral. Except as provided herein, this Contract may not be modified or amended except by written agreement signed by the parties.

1.4 The Agreement is this executed Standard Form of Agreement between Town and Contractor.

PART 2

CONTRACT SUM

- 2.1 The Town shall pay the Contractor, in current funds, for the Contractor's performance of the Contract in the total amount of \$ _____ subject to additions and deductions as provided for in the Contract Documents.
- 2.2 Based upon Invoices submitted by the Contractor, the Town shall make payments to the Contractor for actual work performed. Invoices shall indicate a description of the work performed and percentage completion, as specified in the Contract Documents.
- 2.3 Retainage. The amount to be retained from payments shall be ten (10) percent of the value of the completed work, exclusive of payments for materials on hand, but not greater than five (5) percent of the amount of the contract. When the retainage has reached five (5) percent of the amount of the contract, no further retainage will be withheld and this amount will be retained until such time as final payment is made. If applicable, the Contractor shall make payments to its subcontractors in accordance with Arizona Revised Statute Title 34-221
- 2.4 The appropriated funds for this project are equal to or exceed the amount of the contract stated in Paragraph 4. Any change order or change directive requiring additional compensable work to be performed, which work causes the aggregate amount available under the contract to exceed the amount appropriated for the original contract shall be agreed to in writing, signed by both parties and shall assure that the Town has made lawful appropriations to cover the costs of the additional work. Any change order or directive made by the Town requiring additional compensable work to be performed shall be performed at the hourly rates and/or unit pricing set forth in the contractor's bid and shall be reimbursed at the contractor's costs on a monthly basis for all additional directed work performed until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the contractor has submitted an estimate of cost to the Town for the additional compensable work to be performed.

PART 3

SCOPE OF SERVICES

- 3.1 The Contractor shall execute the entire Scope of Work described in the Bid & Contract Documents, any Addenda issued, and the Contractor's Bid Proposal, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

PART 4
TOWN'S RESPONSIBILITIES

- 4.1 The Town shall provide full information regarding requirements for Work to be performed.
- 4.2 The Town shall designate, when necessary, a representative authorized to act in the Town's behalf with respect to the Project or Project Documents.
- 4.3 The Town shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Contractor shall be entitled to rely upon the accuracy and completeness thereof.

PART 5
DATE OF COMMENCEMENT

- 5.1 The date of commencement is the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Town.

PART 6
TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 6.1 The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on the date specified in the Notice to Proceed.
- 6.2 The Contractor will proceed with the work at such a rate or progress to insure full completion within the Contract time. It is expressly understood and agreed, by and between the Contractor and the Contracting Agency, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- 6.3 Should the Contractor fail to complete the work within the Contract time, or extension of time granted by the Contracting Agency, the Contractor shall pay the Contracting Agency the amount of liquidated damages specified in the Bid, or \$1,000 per day if not specified in the Bid, for each calendar day the Contractor may be in default of the time stipulated in the Contract Documents.
 - 6.3.1 The Contractor shall not be charged with liquidated damages provided the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Contracting Agency or Engineer.
 - 6.3.1.1 Delay due to any preference, priority or allocation order duly assigned by the Contracting Agency.

- 6.3.1.2 To unforeseeable causes beyond the control, and without the fault or negligence, of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of omission of the Contracting Agency, floods, epidemics, quarantine restrictions, strikes, material or fuel shortages due to governmental regulations or allocations, freight embargoes, and abnormal or unusually severe weather.
- 6.3.1.3 Permitting the Contractor to continue and finish the work, or any part of it, after the time fixed for its completion, or after the date to which the time fixed for its completion may have been extended, will in no way operate as a waiver on the part of the Contracting Agency of any of its rights under the Contract.

PART 7

FINAL INSPECTION AND FINAL PAYMENT

- 7.1 Final Inspection. The Contractor shall notify the Town when the Work is complete and ready for final inspection by means of a letter of completion. Within ten (10) working days thereafter, the Town shall make a final inspection to determine whether the Work has been completed in accordance with the Contract Documents and shall submit a written list of any defects to the Contractor. The Contractor shall promptly correct any defects without additional cost to the Town within ten (10) working days after receipt of the list of defects. If any defects cannot be corrected within ten (10) working days, the Contractor shall initiate corrective measures within said period of ten (10) working days, and shall thereafter pursue correction of such defects promptly and with due diligence. The Contractor shall also deliver to the Town all guarantees and warranties, all statements to support state sales and use tax refunds or payments, final plan set, record sets, as-constructed plans, geotechnical reports, documentations and calculations, approved shop drawings, and material testing records as a complete package. The Contractor shall provide the Town with a letter of approval for contract closure from any surety furnishing bonds for the Work provided on AIA Form G707 (Consent of Surety Letter).
- 7.2 Final Acceptance and Final Payment. If the Contractor has completed the Work in a manner finally acceptable to the Town ("Final Acceptance"), the Town may authorize final payment ("Final Payment") from the Retained Amount upon written request by invoice of the Contractor and completion of the following conditions:
- (a) The Town shall determine that satisfactory and substantial reasons exist for the Final Payment;
 - (b) The Town shall require written approval from any surety furnishing bonds for the Work;
 - (c) The Town may require the Contractor to provide evidence that payment has been made to all subcontractors, consultants, and suppliers;
 - (d) A notice of contractor's settlement shall have been published in accordance with Town and State Regulations.

PART 8

TOWN'S RIGHT TO STOP THE WORK

- 8.1 If the Contractor fails to correct defective Work or fails to carry out the Work in accordance with the Contract Documents, the Town, by a written order, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated.
- 8.2 The Town may order the Contractor in writing to suspend all or any part of the Work for such period of time as the Town may determine to be appropriate for the Town's convenience.
- 8.3 Upon receipt of any such suspension order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the Work covered by the order during the period of Work suspension.
- 8.4 If the Town, pursuant to paragraph 8.2, suspends the performance of all or any part of the Work, the Contractor may make application for an adjustment in Contract Time and/or Contract Price, as applicable.

PART 9

TOWN'S RIGHT TO CARRY OUT THE WORK

- 9.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the Town to commence and continue correction of such default or neglect with diligence and promptness, the Town may, without prejudice to any other remedies it may have, initiate and complete the necessary work to cure such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due to Contractor, the cost of correcting such deficiencies, including compensation for the any additional services of the Town's consultant's made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Town by way of reimbursement.

PART 10

UNCOVERING THE WORK

- 10.1 If any portion of the Work should be covered contrary to the request of the Town or contrary to requirements specifically expressed in the Contract Documents relative to inspection by the Town, it must, if required in writing by the Town, be uncovered for its observation and inspection and shall be replaced at the Contractor's expense.
- 10.2 If any other portion of the Work has been covered, the Town may request to see such Work and the Contractor shall uncover it. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall be charged to the Town by appropriate Change Order. If such Work is found not to be in accordance with the Contract Documents, the

Contractor shall pay such costs unless it is found that the Town caused this condition, in which event the Town shall be responsible for the payment of such costs.

PART 11

CORRECTION OF WORK

- 11.1 The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, plans, reports, drawings, and other services rendered by the Contractor; and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies that occur.
- 11.2 The Contractor shall promptly correct all Work rejected by the Town as defective or as failing to conform to the Contract Documents observed before Final Acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Town's additional services made necessary thereby. This obligation shall survive termination of the Contract. The Town shall give such notice promptly after discovery of the condition.
- 11.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected, unless the Town waives such removal, in writing.
- 11.4 If the Contractor fails to correct defective or non-conforming Work, the Town may correct it in accordance with Part 9 (Town's Right to Carry Out the Work).
- 11.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Town, the Town may remove such work and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days after billing from the Town for such costs, the Town, upon ten (10) additional days' written notice, may sell such Work (materials and equipment) at auction or at private sale and shall account to the Contractor for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Town's additional services made necessary thereby. If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Town by way of reimbursement.
- 11.6 The Contractor shall bear the cost of making good all work of the Town or separate contractors destroyed or damaged by such correction or removal, unless in the Town's sole discretion, the Town agrees to a percentage deduction of the total contract payment, in lieu of said correction or removal of Work.

PART 12
CHANGES IN THE WORK

- 12.1 The Town may from time to time, by written notice to the Contractor, extend the Start or Completion Dates or make changes in the Work necessary or convenient to accomplish the purpose intended by the Contract Documents. The Town shall have such further authority, if any, as may be specifically granted or authorized by the Town to initiate or process administrative Change Orders affecting the price or quantity of the Work to be performed.

A Change Order is a written order to the Contractor signed by the Town, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Completion Date or Contract Price. By signing the Change Order, the Contractor indicates agreement with the Change Order, including, without limitation, the adjustment in the Contract Price or the Period of Performance set forth within such Change Order. The Contractor agrees to minimize the cost of all Change Order to the extent possible.

- 12.2 The cost or credit to the Town resulting from a change in the Work shall be determined in one or more of the following ways:
- (a) by mutual acceptance of a lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation;
 - (b) by unit prices stated in the Contract Documents or subsequently agreed upon; or
 - (c) by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

PART 13
TERMINATION OF AGREEMENT

- 13.1 This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 13.2 This Agreement may be terminated by the Town upon at least seven (7) days written notice to the Contractor in the event that the Project is permanently abandoned.

PART 14
NONDISCRIMINATION

- 14.1 The Contractor shall, in all hiring or employment made possible or resulting from this agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona-fide occupational qualification, and this requirement shall apply to but not be limited to the

following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

- 14.2 No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

PART 15

HOLD HARMLESS/INDEMNIFICATION

- 15.1 To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the TOWN OF STAR VALLEY, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the negligent act, omission, or other fault of the Contractor or any subcontractor, or any other person for whom the Contractor is responsible.
- 15.2 The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the TOWN OF STAR VALLEY.

PART 16

INDEMNIFICATION, BONDS, INSURANCE, AND WARRANTIES

- 16.1 Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and shall bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.
- 16.2 Performance and Payment Bonds. For the construction portion of the Work, the Contractor shall furnish, at the Contractor's expense, a performance bond and a separate labor and materials payment bond, each for an amount not less than 100% of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Arizona. If at any time during performance of the Work, the surety on the bonds shall be disqualified from doing business in Arizona, or shall become insolvent or otherwise impaired, the Contractor shall furnish

bonds from an alternate surety acceptable to the Town. The bonds shall be delivered to the Town's Purchasing Agent prior to the commencement of the Work and shall remain in effect until two years from completion of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed Change Order or contract amendment.

- 16.3 Insurance. The Contractor and any subcontractors or sub-consultants shall purchase and maintain insurance coverage in a company or companies licensed to do business in the State of Arizona in not less than the minimum limits set forth in the Information for Bidders. Certificates evidencing such coverage shall be delivered to the Town Clerk prior to the start of Work. Such certificates shall name the TOWN OF STAR VALLEY as an additional insured and which shall further provide that coverage may not be discontinued or materially modified without at least 15 days prior written notice to the TOWN OF STAR VALLEY.
- 16.4 Warranty. The Contractor warrants the construction portion of the Work against defects in workmanship and materials for a period of two (2) years commencing on the date of Final Acceptance (the "Warranty Period"). The Contractor shall also assign to the Town any longer term warranty of materials used by the Contractor as may be provided by the manufacturer. The Contractor shall promptly replace any materials or re-perform any portion of the Work found to be defective within the Warranty Period in accordance with the Contract Documents and without expense to the Town. If the Contractor fails to proceed promptly in accordance with these warranties, the Town may have the work performed, at the expense of the Contractor.

PART 17

COMPLIANCE WITH LAWS

- 17.1 It is assumed that Contractor is familiar with all federal, state, and local laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site or in any way affect the conduct of the work or construction of the project. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work or the project. It is not the responsibility of Contractor to determine that this Agreement and the contract documents are in accordance with applicable laws, statutes, building codes, and regulations; however, if Contractor knows, or should have reason to know, that any of the contract documents are at variance therewith in any respect, Contractor shall promptly notify the Town of Star Valley in writing, and any necessary changes shall be made as provided herein.

PART 18

FUTURE SUPPORT

- 18.1 The Town makes no commitment and assumes no obligations for the support of Contractor's activities except as set forth in this Agreement.

PART 19

INDEPENDENT CONTRACTOR

- 19.1 There is no employment relationship created pursuant to this Agreement and the Contractor is and shall remain an independent contractor for all purposes hereunder.

PART 20

MISCELLANEOUS PROVISIONS

- 20.1 This Agreement shall be governed by the laws of the State of Arizona.
- 20.2 The Town and the Contractor respectively bind themselves, their partners, agents, successors, assigns and legal representatives to the other party to this Agreement and to the partners, agents, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Town nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the prior written consent of the other.
- 20.3 Contractor shall be required to comply with applicable safety regulations.
- 20.4 This project is being conducted in accordance with the Town of Star Valley Purchasing Policy.
- 20.5 Prior to start of any phase of Work, the following documents must be on file in the Town Clerk's Office.
- 20.5.1 Certificates of Insurance, as required by the Contract Documents
 - 20.5.2 Completed W-9 Form
 - 20.5.3 Town of Star Valley Business License
 - 20.5.4 Town of Star Valley Sales Tax License, as required
 - 20.5.5 Illegal Alien Certification Form
 - 20.5.6 Performance Bond
 - 20.5.7 Labor and Material Payment Bond

PART 21

TOWN OWNERSHIP

- 21.1 Regardless of the future services retained by the successful contractor, all of the products of this project, including recommendations, drawings, artwork, photos, and similar materials used to produce the required submittals, shall become the property of the Town of Star Valley. Any furnished materials shall remain the property of the Town of Star Valley. All such items shall be delivered to the Town of Star Valley in usable condition after completion of the work, and prior to submission of the invoice for payment.

- 21.2 Any materials excavated from the project site shall be used on the project where possible. The Town reserves the right to maintain possession of any unused excavated materials at the Town's discretion.

PART 22
SEVERABILITY

- 22.1 If any provision in the Contract shall be declared by a court of competent jurisdiction to be invalid, such decision shall not invalidate any other part of provision hereof.

THIS AGREEMENT is entered into as of the date and year first written above and is executed in at least two original copies of which one is to be delivered to the Contractor and one to the Town.

TOWN OF STAR VALLEY

(SEAL)

By: _____
Bobby Davis, Mayor

ATTEST:

Edie Chapin
Town Clerk

CONTRACTOR:
(NAME OF FIRM OR CONTRACTOR)

Firm Name: _____

Doing business as _____
(insert trade name or name of company if different)

By: _____
Signature

Title

Date