



## Town of Chino Valley

### MEETING NOTICE TOWN COUNCIL

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**SPECIAL MEETING**  
**Tuesday, March 21, 2017**  
**6:00 P.M.**

**Council Chambers**  
**202 N. State Route 89**  
**Chino Valley, Arizona**

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### AGENDA

- 1) **CALL TO ORDER; ROLL CALL**
- 2) Consideration and possible action to accept the bid and approve the contract between the Town of Chino Valley and Shasta Commercial and Olympic for the purchase and installation of a Raypak XTherm ultra high efficiency pool heater for the Chino Valley Aquatics Facility in an amount not to exceed \$48,400. (Recreation Supervisor Chris Bartels)  
  
Recommended Action: Accept the bid and approve the contract between the Town of Chino Valley and Shasta Commercial and Olympic for the purchase and installation of a Raypak XTherm ultra high efficiency pool heater for the Chino Valley Aquatics Facility in an amount not to exceed \$48,400.
- 3) **ADJOURNMENT**

Dated this 16th day of March, 2017.

By: **Jami C. Lewis, Town Clerk**

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting.

Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at <http://www.chinoaz.net/agendacenter>, and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley South Campus, Chino Valley Post Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk.

Date: \_\_\_\_\_ Time: \_\_\_\_\_ By: \_\_\_\_\_  
Jami C. Lewis, Town Clerk



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Special Meeting

2)

**Meeting Date:** 03/21/2017  
**Contact Person:** Chris Bartels, Utility Supervisor  
 Phone: 928-636-2646 x-1233  
**Department:** Public Works  
**Item Type:** Consent  
**Estimated length of staff presentation:** None  
**Physical location of item:** 1615 North Road 1 East

### Information

#### AGENDA ITEM TITLE:

Consideration and possible action to accept the bid and approve the contract between the Town of Chino Valley and Shasta Commercial and Olympic for the purchase and installation of a Raypak XTherm ultra high efficiency pool heater for the Chino Valley Aquatics Facility in an amount not to exceed \$48,400. (Recreation Supervisor Chris Bartels)

#### RECOMMENDED ACTION:

.Accept the bid and approve the contract between the Town of Chino Valley and Shasta Commercial and Olympic for the purchase and installation of a Raypak XTherm ultra high efficiency pool heater for the Chino Valley Aquatics Facility in an amount not to exceed \$48,400.

#### SITUATION AND ANALYSIS:

Issue Statement The Town of Chino Valley Aquatic facility was built and has been in operation since 2006. Although the facility has be regularly maintained over the years the existing Mighty Therm Pool Heater has come to the end of its service life. Last year, Town staff began their annual inspection of the pool heater and discovered several issues with the equipment. A contractor was engaged to make the necessary repair to the heating unit. After a thorough inspection and repairs were made the contractor recommended the replacement of the unit. The unit being proposed is a high efficiency unit that is anticipated to reduce the cost of operation by 40% which equates to a cost savings of \$6,000.00 annually.

### Fiscal Impact

**Fiscal Impact?:** Yes  
**If Yes, Budget Code:** 01-69-5247  
**Available:** 48,400  
**Funding Source:**

This item was not included in the current years budget and will require the use of Contingency Funds.  
The Contingency Fund has \$125,000 available.

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**Attachments**

Shasta Pool Bid

2017 Pool Heater Contract

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**BID FORM**

FOR: TOWN OF CHINO VALLEY  
202 North State Route 89  
Chino Valley, Arizona 86323

Bid of SHASTA INDUSTRIES, INC.

Contractor's License No. D80052.B1, 076624-A19

A corporation organized and existing under the laws of the State of ARIZONA, for a partnership consisting of \_\_\_\_\_, partners; or an individual conducting business as hereinafter called the Bidder.

TO: THE HONORABLE MAYOR AND COUNCIL  
Town of Chino Valley  
202 North State Route 89  
Chino Valley, AZ 86323

The undersigned acknowledges that he has received and familiarized himself with the following:

CONTRACT DOCUMENTS  
PROJECT MANUAL AND DETAILS  
DRAWINGS

ADDENDA No. \_\_\_\_\_ dated \_\_\_\_\_; No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_; No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_; No. \_\_\_\_\_ dated \_\_\_\_\_

The undersigned further acknowledges that he has visited the site and has familiarized himself with local conditions affecting the cost of the Work at the place where the Work is to be done. The undersigned further acknowledges that if his bid is accepted he shall be bound by the terms of the Contract Documents.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable and construction equipment, and all utility and transportation services necessary to furnish and install, in a workmanlike manner, all Work at the Project listed herein in strict conformity with the Construction Documents prepared by TOWN OF CHINO VALLEY for the consideration hereinafter set forth.
2. To hold his Bid open for not less than ninety days (90) Days after the receipt of Bids and to accept the provisions of the instructions to Bidders regarding disposition of Bid Security.
3. To enter into and execute a Contract if awarded on the basis of this Bid within ten (10) days after Award of the Bid, and to furnish a Performance Bond, a Labor & Material Payment Bond and certificates of insurance in accord with the General Conditions and General Requirements of this Contract and to deliver executed Bonds and Insurance Certificates to Chino Valley's representative within ten (10) working days following the issuance of the Notice of Award.

Project Name: Chino Valley Aquatics Center Pool Heater Replacement

4. To utilize the subcontractors and suppliers attached to this Bid Form unless authorized by Chino Valley to substitute another subcontractor or supplier.
5. To achieve substantial completion and final completion within the time period stated in the Contract Documents taken from the date of Notice to Proceed or the date otherwise established for the commencement of Work.
6. The undersigned agrees that time is of the essence and Chino Valley will suffer financial damages due to Contractor's failure to complete the Work within the Contract Time. The liquidated damages shall be as follows for each calendar day beyond the Contract Time for which Contractor shall fail to complete the Work:

Substantial completion - \$ 0.00 per calendar day

Final completion - \$500.00 per calendar day

7. The undersigned has attached the required Bid Security and other items required in the Instructions to Bidders. The Bid Security shall become the property of Town of Chino Valley, Arizona, as liquidated damages for the delay and additional Work caused thereby in the event the Contract and Bonds are not executed within the time set forth above.

Project Name: Chino Valley Aquatics Center Pool Heater Replacement

NAME OF BIDDER: SITASTA INDUSTRIES, INC.

**TOWN OF CHINO VALLEY  
BID SCHEDULE**

| No. | Description                                                                                                                       | Est. Qty. | Unit | Unit Price | Extended Price   |
|-----|-----------------------------------------------------------------------------------------------------------------------------------|-----------|------|------------|------------------|
| 1   | Remove and dispose of existing Mighty Therm Pool Heater                                                                           | 1         | Each |            | 1,650.00.        |
| 2   | Provide and install (1) Raypak Xtherm P-2005A 97% Efficiency Natural Gas Commercial Pool Heater                                   | 1         | Each |            | 38,500.00        |
| 3   | Adapt and install new heater venting including supports to existing 18" type B venting. Replace termination vent cap if necessary |           |      |            | 900.00           |
| 4   | Provide and install condensate neutralizer Raypak compatible or approved equal                                                    | 1         | Each |            | 300.00.          |
| 5   | Provide required control safety device CSD-1 Raypak compatible or approved equal.                                                 | 1         | Each |            | 400.00.          |
| 6   | Adapt Pool plumbing to new heater                                                                                                 | 1         | Each |            | 1,300.00         |
| 7   | Adapt electrical to new heater                                                                                                    | 1         | Each |            | 650.00.          |
| 8   | Adapt Natural Gas plumbing to new heater                                                                                          | 1         | Each |            | 250.00.          |
| 9   | Shipping                                                                                                                          |           |      |            | 1,600.00.        |
| 10  | Tax                                                                                                                               |           |      |            | 2,850.00.        |
|     | <b>BASE BID SUBTOTAL</b>                                                                                                          |           |      |            | <b>48,400.00</b> |

| No. | Description                       | Est. Qty. | Unit | Unit Price | Extended Price |
|-----|-----------------------------------|-----------|------|------------|----------------|
|     | <b>ALTERNATIVE BID ITEMS</b>      |           |      |            |                |
| 24  | 3 Year Maintenance Program        |           |      |            | NO. BID        |
| 30  | <b>BID ALTERNATIVE 1 SUBTOTAL</b> |           |      |            |                |

Project Name: Chino Valley Aquatics Center Pool Heater Replacement

Total Base Bid Price \$ 48,400.00

Total Alternative 1 Price \$ NO BID.

TOTAL BID PRICE \$ 48,400.00.

In the event a contract is awarded, the Town may, at its sole option, elect as follows:

1. Award the Base Bid only; or
2. Award the Base Bid plus Bid Alternative 1

In evaluating Bids, discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bidders are required to fill in all blank spaces with an entry. Bids submitted with blank spaces may be considered "Non-Responsive".

Quantities shown in this bid schedule are approximate only, and are used for the purpose of bid comparison.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the Bidding has been reserved by Chino Valley.

The undersigned hereby certifies that the information submitted herewith, including any attachment is true to the best of his knowledge and belief.

Dated this 9<sup>th</sup> day of MARCH, 2017

SHASTA INDUSTRIES, INC

Name of Bidder (Company)

7525 E ADDISE DRIVE

Address of Bidder

SCOTTSDALE AZ 85255

City, State, Zip Code

480-776-0155

Area Code/Telephone Number

480-776-0157

Area Code/Fax Number

CURT LONSDALE

A-4

Project Name: Chino Valley Aquatics Center Pool Heater Replacement

Authorized Officer/Title

[Signature] *Can.*  
Authorized Officer Signature

(I) (We), the undersigned (Corporate Secretary) (Partners), hereby certify that the above-named Officer is hereby authorized to execute all documents relative this bid and the administration of this bid for and on behalf of the Company named above.

\_\_\_\_\_  
Corporate Secretary (signature) or

\_\_\_\_\_  
Partner Signature

*EDWARD A. AST*

*majority owner*

\_\_\_\_\_  
Partner Signature

Project Name: Chino Valley Aquatics Center Pool Heater Replacement

**COPY(s) OF BIDDER'S STATE OF ARIZONA CONTRACTOR'S LICENSE(S)**

Attach copy of required license(s)

**IMPORTANT NOTICE**  
**YOU MUST:**

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

Shasta Industries Inc  
Shasta Pools and Spas  
3750 W Indian School Rd  
Phoenix, AZ 85019-3518

**THIS IS YOUR IDENTIFICATION CARD**  
**DO NOT DESTROY**



LICENSE EFFECTIVE THROUGH: 02/28/2018  
STATE OF ARIZONA  
Registrar of Contractors CERTIFIES THAT



Shasta Industries Inc  
Shasta Pools and Spas  
CONTRACTORS LICENSE NO. 76824 CLASS A-19

Swimming Pools, Including Solar

THIS CARD MUST BE  
PRESENTED UPON DEMAND

*[Signature]*  
JEFF FLEETHAM, DIRECTOR

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LICENSE EFFECTIVE THROUGH: 08/31/2017  
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Shasta Industries Inc  
Shasta Pools and Spas

CONTRACTORS LICENSE NO. 80052 CLASS B-1

General Commercial Contractor

THIS CARD MUST BE  
PRESENTED UPON DEMAND

*Jeff Fleetham*  
JEFF FLEETHAM, DIRECTOR

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Shasta Industries Inc  
Shasta Pools and Spas  
3750 W Indian School Rd  
Phoenix, AZ 85019-3518

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LICENSE EFFECTIVE THROUGH: 08/31/2017  
STATE OF ARIZONA  
Registrar of Contractors CERTIFIES THAT



Shasta Industries Inc  
Shasta Pools and Spas

CONTRACTORS LICENSE NO. 80052 CLASS B-1

General Commercial Contractor

THIS CARD MUST BE  
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*Jeff Fleetham*  
JEFF FLEETHAM, DIRECTOR

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Shasta Pools and Spas

CONTRACTORS LICENSE NO. 80052 CLASS B-1

General Commercial Contractor

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*Jeff Fleetham*  
JEFF FLEETHAM, DIRECTOR

**BID BOND**  
(Surety Bond)

KNOW ALL MEN BY THESE PRESENTS:

That we, Shasta Industries, Inc., (hereinafter "Principal"), and the Employers Mututal Casualty Company, a corporation duly organized under the laws of the State of Iowa, duly licensed in and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety, are held and firmly bound unto Town of Chino Valley, a municipal corporation as Obligee, in the sum of ten percent (10%) of the amount of the bid included in the proposal, submitted by the Principal to the Mayor and Council of Town of Chino Valley, for the Work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S. § 34-201.

WHEREAS, the Principal is herewith submitting its Bid for  
Town of Chino Valley Aquatic Center Pool Heater Replacement.

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

This Surety Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. Section 7-101 are satisfied.

Shasta Industries, Inc.

Witness:

\_\_\_\_\_

Employers Mututal Casualty Company

Surety

  
Title Jessika Gulliver, Attorney-In-Fact

Witness:



Project Name: Chino Valley Aquatics Center Pool Heater Replacement

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**Address of Surety:**

2375 E. Camelback Rd Ste 250

---

Phoenix, Az 85016

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\* Attach Power of Attorney



THE FACE AND REVERSE OF THIS DOCUMENT HAVE A COLORED FLAG ON WHITE PAPER

P.O. Box 712 • Des Moines, IA 50306-0712

No. B77348

**CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT****KNOW ALL MEN BY THESE PRESENTS, that:**

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint  
**JORGE MENDEZ, KISCHA RUSHING, JESSIKA GULLIVER**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

**ANY AND ALL BONDS**

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2017 unless sooner revoked.

**AUTHORITY FOR POWER OF ATTORNEY**

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

22nd day of NOVEMBER, 2016.

Seals



*Bruce G. Kelley*  
 Bruce G. Kelley, Chairman  
 of Companies 2, 3, 4, 5 & 6; President  
 of Company 1; Vice Chairman and  
 CEO of Company 7

*Michael Freel*  
 Michael Freel  
 Assistant Vice President

On this 22nd day of NOVEMBER AD 2016 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations, that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.  
 My Commission Expires October 10, 2019.

*Kathy Loveridge*  
 Notary Public in and for the State of Iowa

**CERTIFICATE**

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on NOVEMBER 22, 2016 on behalf of:  
**JORGE MENDEZ, KISCHA RUSHING, JESSIKA GULLIVER**

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9th day of March, 2017.

*J D Clough* Vice President

Project Name: Chino Valley Aquatics Center Pool Heater Replacement

**AFFIDAVIT BY CONTRACTOR  
CERTIFYING THAT THERE WAS  
NO COLLUSION IN BIDDING FOR CONTRACT**

STATE OF ARIZONA       )  
                                          ) ss.  
Town of Chino Valley       )

Curt Loosdale  
(Name of Individual)

BEING DULY SWORN, DEPOSES AND SAYS:

That he is MANAGER of SHASTA INDUSTRIES, INC.  
(Title) (Name of Business)

That pursuant to Section 34-253 of the Arizona Revised Statutes, he certifies as follows:

That neither he nor anyone associated with the said SHASTA (Name of Business) has directly, or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this Project.

AND FURTHER that Contractor has not expended nor will expend any money to influence any member of the Town Council of the Town of Chino Valley, a Chino Valley department or a Chino Valley employee in connection with the award of this Contract.

[Signature]  
(Signature)

CONSTRUCTION MANAGER  
(Title)

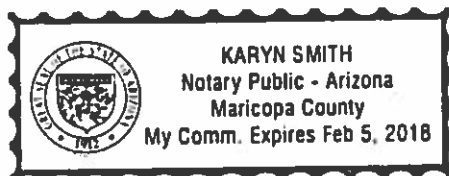
SHASTA INDUSTRIES, INC.  
(Name of Business)

SUBSCRIBED AND SWORN TO BEFORE ME this 9<sup>th</sup> day of March, 20 17.

[Signature]  
Notary Public

My commission expires:

2-5-2018



**BIDDERS' QUESTIONNAIRE****[To be submitted with Bid]****Organizational Information**

BIDDER:

Shasta Industries, Inc.  
(Bidder's name)

Submitted by:

Name of Organization:

SHASTA INDUSTRIES, INC.

Name of Individual:

CURT LONSDALE

Title:

CM.

Address:

7525 E ADORBE DR.  
SCOTTSDALE, AZ 85255

Telephone:

(480) 776-0155**I. Bidder's General Business Information**Check If: ☒ Corporation ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship**If Corporation:**

a. Date and State of Incorporation:

4-26-1962 - ARIZONA

b. List of Executive Officers:

Name

Title

|                       |                       |
|-----------------------|-----------------------|
| <u>EDWARD E. AST</u>  | <u>PRESIDENT/CEO</u>  |
| <u>JEFFREY A. AST</u> | <u>VICE PRESIDENT</u> |
| <u>MICHAEL WAGNER</u> | <u>CFO</u>            |

**If Partnership:**

Project Name: Chino Valley Aquatics Center Pool Heater Replacement

a. Date and State of Organization:

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b. List of Current General Partners:

Name Title

Type of Partnership:

☐ General ☐ Publicly Traded ☐ Limited☐ Other (describe): 

---

**If Joint Venture:**

a. Date and State of Organization:

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b. Name and Address of Owner or Owners:

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Is your organization a member of a controlled group of corporations as defined in IRC Sec. 1563? ☐ Yes ☐ No

If yes, show names and addresses of affiliated companies:

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Furnish the following information with respect to an accredited banking institution familiar with your organization:

Name of Bank:

WELLS FARGO.

Address:

100 W WASHINGTON, 25<sup>th</sup> FLOOR.  
PHOENIX, AZ 85003.

Account Manager:

IRENA, MILOROVIC.

Telephone Number:

602 978 4925.

**Similar Projects**  
**(Use Separate Sheets as needed)**

Provide information for at least TWO (2) similar projects successfully completed within the last FIVE (5) years. (See Section 1.1.2.)

BIDDER: SHASTA INDUSTRIES, INC.  
 (Bidder's name)

a. Name of Similar Project #1: SCOTTSDALE RESORT

b. Contracting Party (Owner):

Name: THE KLOSS GROUP

Address: 4410 E ZENITH AVE, CAVE CREEK

Telephone Number: (602) 614 7250.

85331.

c. If Joint Venture, names of each participant:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

d. Contract Price: \$770,600

e. Description of Similar Project #1: REMOVE, REPLACE

RESORT POOL.

(Briefly describe here, and attach a copy of the description in the Contract. Technical specifications may be requested by Chino Valley.)

f. Construction Manager(s) during the Similar Project #1:

Name: G4 BUILDERS LLC

Address: 15455 N GREENWAY HAYDEN LOOP, C-21.

Telephone Number: (602) 441 4550.

SCOTTSDALE 85206

g. Start date (notice to proceed issued): JULY 10, 2015

h. Completion date provided for in the Contract: SEP 8, 2015

i. Substantial completion date (approved by Owner): SEP 11, 2015

j. Reasons why work was completed early, or why delays occurred:

RAIN DELAYS -

k. Final price paid by Owner for the Similar Project #1: \$774,235

Project Name: Chino Valley Aquatics Center Pool Heater Replacement

- l. If final price was 10% less or more than the original Contract Price, describe why:  
NA
- m. Describe any large cost over-runs (claims in excess of \$ \_\_\_\_\_) disputed or contested by the Owner, the reasons for dispute, and ultimate resolution of the dispute:  
NA
- n. Did Owner file a lawsuit against Bidder concerning performance?  
 Yes \_\_\_\_\_ No X If so, what was the result? \_\_\_\_\_
- o. Following final payment on the Similar Project, has Bidder voluntarily or otherwise provided any additional work or repairs, or made any payments to the Owner to cure defects or fulfill warranties made to the Owner concerning the quality of the performance/or the work involved in the Similar Project? Describe:  
NO.
- p. Has your company undergone a major change in ownership, management, size, or expertise since the time of this Similar Project? Yes \_\_\_\_\_ No X Describe:  
 \_\_\_\_\_

**All answers should be complete and informative. Attach additional sheets if needed to give a full answer. Chino Valley may in its discretion request Bidder to provide additional information concerning this Similar Project as part of its evaluation of the responsibility of the Bidder prior to award of the Contract.**

**Similar Projects**  
**(Use Separate Sheets as needed)**

**Similar Project #2**

BIDDER: SITASTA INDUSTRIES, INC.  
 (Bidder's name)

- a. Name of Similar Project #2: VICTORY CLUB.
- b. Contracting Party (Owner):  
 Name: VERMADO ARC, LLC.  
 Address: 7600 E DOUBLETREE RANCH RD  
 Telephone Number: (623) 399 9001. SCOTTSDALE AZ  
85258.
- c. If Joint Venture, names of each participant:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- d. Contract Price: \$984,250
- e. Description of Similar Project #2: INSTALL 4 NEW POOLS.  
1 SPA, 1 WATER FEATURE.  
 (Briefly describe here, and attach a copy of the description in the Contract. Technical specifications may be requested by GILBERT.)
- f. Construction Manager(s) during the Similar Project #2:  
 Name: WHITING TURNER, CONTRACTING  
 Address: 4222 EAST THOMAS ROAD SUITE 320  
 Telephone Number: (602) 445-8900. PHOENIX AZ  
85018
- g. Start date (notice to proceed issued): 5-26-15
- h. Completion date provided for in the Contract: 12-3-15
- i. Substantial completion date (approved by Owner): 1-12-16.
- j. Reasons why work was completed early, or why delays occurred:  
WORK WAS DELAYED DUE TO GC.  
SCHEDULE. ADDITIONAL SCOPE WAS  
ADDED TO SHASTA'S CONTRACT
- k. Final price paid by Owner for the Similar Project #2: 1,118,498.
- l. If final price was 10% less or more than the original Contract Price, describe why:

Project Name: Chino Valley Aquatics Center Pool Heater Replacement

INSTALLATION OF POOL DECKS WAS  
ADDED TO SCOPE BY CHANGE ORDER.

- m. Describe any large cost over-runs (claims in excess of \$\_\_\_\_\_) disputed or contested by the Owner, the reasons for dispute, and ultimate resolution of the dispute:

0

- n. Did Owner file a lawsuit against Bidder concerning performance?

Yes \_\_\_\_ No X If so, what was the result? \_\_\_\_\_

- o. Following final payment on the Similar Project, has Bidder voluntarily or otherwise provided any additional work or repairs, or made any payments to the Owner to cure defects or fulfill warranties made to the Owner concerning the quality of the performance/or the work involved in the Similar Project? Describe:

NO - OTHER THAN GENERAL  
WARRANTY ITEMS.

- p. Has your company undergone a major change in ownership, management, size, or expertise since the time of this Similar Project? Yes \_\_\_\_ No X Describe:

\_\_\_\_\_  
 \_\_\_\_\_

**All answers should be complete and informative. Attach additional sheets if needed to give a full answer. Chino Valley may in its discretion request Bidder to provide additional information concerning this Similar Project as part of its evaluation of the responsibility of the Bidder prior to award of the Contract**

Personnel/Subcontractor Qualifications

BIDDER: SHASTA INDUSTRIES, INC.  
(Bidder's name)

- a. List details of the construction experience of the Key Personnel (as defined in Paragraph 1.1.2 of the Contract Documents) directly involved in construction activities:

JOE VOINOVICH AND LUKE SCRONE  
HAVE BEEN WITH SHASTA OVER 10  
YEARS AND HAVE PERFORMED MULTIPLE  
HEATER INSTALLATIONS.

- b. Does Bidder have an adequate workforce to complete the Work if awarded the Contract? Describe, including general types of work performed with your own work force:

YES, ALL WORK WILL BE PERFORMED  
BY SHASTA EMPLOYEES.

- c. What additional personnel may need to be hired by Bidder as employees, if awarded the Contract?

NONE

- d. What other major projects is Bidder currently under contract to perform? (Describe the projects, completion dates)

SHASTA HAS \$6.2 MILLION WORTH  
OF CURRENT WORK ON VARIOUS  
PROJECTS IN ARIZONA.

- e. Are subcontractors proposed by Bidder ready, willing, and able to perform the work? Yes X No \_\_\_\_\_. (Chino Valley may request additional information concerning subcontractors' past performance, personnel, equipment, licenses, and other pending projects)

- f. If proposed subcontractors are not available, how does Bidder propose to replace the subcontractors?

NO SUBS WILL BE USED TO  
EXECUTE THIS CONTRACT SCOPE

- g. If Bidder requires additional or replacement personnel and/or subcontractors to complete the Work, and there is a labor shortage due to high volume of construction occurring in the Phoenix metropolitan area, is Bidder able to complete the Work on time, as required

Project Name: Chino Valley Aquatics Center Pool Heater Replacement

by the Contract Documents? Yes X No \_\_\_\_\_. Please describe. (Chino Valley does not consider mere labor shortage to qualify as force majeure.)

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h. Has any corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principle of another organization? Yes \_\_\_\_\_ No X. If yes, described circumstances: \_\_\_\_\_

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Equipment

BIDDER: SHASTA INDUSTRIES, INC  
(Bidder's name)

- a. Does Bidder own equipment necessary to complete the work if awarded the Contract?  
Explain:

SHASTA OWNS EQUIPMENT - BUT  
WILL RENT A FORKLIFT FOR THIS  
PROJECT.

- b. Will any equipment need to be rented or leased by Bidder? Explain:

YES. WE WILL RENT A FORKLIFT  
FOR REMOVAL & TRANSPORT OF  
NEW HEATER.

**TOWN OF CHINO VALLEY, ARIZONA  
AUTHORIZED SIGNATURE FORM**

WHEREAS, SHASTA INDUSTRIES, ARIZONA corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the  
SHASTA INDUSTRIES that CURT CONSULE  
(Corporate Name) (Name of Parties Authorized)

is/are authorized to execute and sign on behalf of said corporation/company the following documents:

- |                 |                                           |
|-----------------|-------------------------------------------|
| 1. The Contract | 5. Change Orders                          |
| 2. The Bond     | 6. All other papers necessary             |
| 3. Payrolls     | for the conduct of the corporation's      |
| 4. Claims       | affairs and the execution of the Contract |

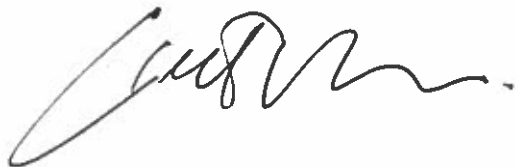
The above-named person(s) is/are granted the authority and duties herein referenced for the duration of the Contract for this Project or until express notice of revocation has been duly given in writing, whichever is the lesser period.

DATED and passed by the Board of Directors this 9<sup>th</sup> day of MARCH,  
2017.

(Signature of Persons Authorized to Sign)

(Title)

(Document No.)



CEO MANAGER

Project Name:  
Project No:  
Contract No:

# CERTIFICATE

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

I, EDWARD A AST of the SHASTA INDUSTRIES, a corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, at a meeting of said Board held on 3-9, 20 17, and that the same is in full force and effect at this time.

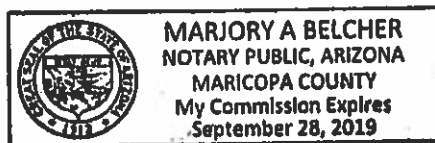
DATED 3-9, 20 17

Ed Ast pres + CEO  
(Officer of Corporation)

(Seal of Corporation)

STATE OF Arizona )  
 ) ss.  
County of Maricopa )

This instrument was acknowledged before me this 9 day of March, 20 17 by Ed Ast, appearing before the undersigned Notary Public, and stated that he executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.



Marjory A Belcher  
Notary Public

My Commission Expires:

September 28, 2019

**CONSTRUCTION CONTRACT AND GENERAL CONDITIONS  
FOR DESIGN-BID-BUILD (DBB) PROJECT**

**Project:** 2017 Pool Heater Purchase and Installation  
**Project No.:** \_\_\_\_\_  
**Contract No.:** \_\_\_\_\_  
**Date:** \_\_\_\_\_, 2017

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## **CONSTRUCTION CONTRACT AND GENERAL CONDITIONS FOR DESIGN-BID-BUILD (DBB) PROJECT**

THIS CONTRACT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Shasta Industries, Inc., an Arizona corporation, hereinafter designated as "Contractor", and the Town of Chino Valley, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated as "Chino Valley."

Chino Valley and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **1.0 PROJECT DESCRIPTION**

Contractor shall do and perform, or cause to be done and performed in accordance with this Contract, the Project entitled 2017 Pool Heater Purchase and Installation, hereinafter referred to as "The Project" or "The Work," in accordance with and as more fully described in the Notice of Call for Bids, Specifications, Drawings, Bid Form, Bid Security, Performance Bond, Labor and Material Bond, and Addenda thereto, if any, hereinafter referred to as "Contract Documents," all of which are incorporated herein by reference and made a part hereof as though set forth in full.

### **2.0 PERFORMANCE STANDARD**

The Work must be performed and completed in accordance with all requirements of law and no Work shall be undertaken until Contractor has been issued all required permits. "Completion" includes obtaining all certificates of occupancy or amendments of existing certificates, as the case may be. The Work must be performed in accordance with the best modern practice and with materials and workmanship of the highest quality. Contractor shall check and verify all dimensions, grades and levels before commencement of performance and whenever necessary during the progress thereof.

### **3.0 CONTRACT TIME**

Contractor hereby fixes the time for completion of all Work required to be within \_\_\_\_\_ days beginning with the day following the starting date specified in the Notice to Proceed, or by the \_\_\_\_\_ of \_\_\_\_\_, 2017. Upon failure to complete the Work within the time specified, Contractor shall pay the amount of \$500.00 per day for each day the Work remains unfinished as and for liquidated damages incurred by Chino Valley for failure to complete the Work within the specified time.

### **4.0 SUBCONTRACTORS**

The names of subcontractors submitted at the time of the submission of the bid to Chino Valley shall be assumed to be the subcontractors which Contractor shall use for Work required to be done under the Contract Documents. Contractor shall make no substitution for any subcontractor, person, or entity previously selected if Chino Valley makes a reasonable objection to such substitution. Contractor shall not contract with any subcontractor to whom

Chino Valley has made a reasonable objection. Contractor shall not be required to contract with anyone to whom he has made a reasonable objection.

## **5.0 INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and not an agent or employee of Chino Valley. Contractor shall supervise and direct the Work to be done, using Contractor's best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, and for coordinating all portions of the Work required by the Contract Documents. Contractor shall be responsible to the subcontractors and their agents and employees, and other persons performing any of the Work under the Contract Documents.

## **6.0 LABOR AND MATERIALS**

Contractor shall provide and pay and shall insure under the requisite laws and regulations all labor, materials, equipment, tools, construction equipment, machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

## **7.0 TAXES**

Contractor shall pay all licenses, sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether effective or subsequently applicable due to acts of jurisdictions or bodies other than Chino Valley.

## **8.0 PERMITS AND FEES**

Contractor shall secure and pay for all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of Work which are customarily secured after execution of the Contract and which are legally required. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

## **9.0 BONDS**

Concurrently with the execution of the Contract, the Contractor shall furnish Chino Valley the following Bonds, which shall become binding upon the award of the Contract to the Contractor:

- 9.1 A Performance Bond: In an amount equal to the full Contract amount conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and conditions thereof. Such Bond shall be solely for the protection of Chino Valley.

- 9.2 A Payment Bond: In an amount equal to the full Contract amount solely for the protection of the claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the Work provided for in such Contract.
- 9.3 Each such Bond shall include a provision allowing the prevailing party in a suit on such Bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court.
- 9.4 Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The Bonds shall be made payable and acceptable to Chino Valley. The Bonds 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, and the Bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.
- 9.5 Submittal of the required bonds as set forth in this paragraph is a condition precedent to this contract becoming effective.

## **10.0 SUPERINTENDENT**

Contractor shall employ a competent Project Superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The Superintendent shall represent and be the agent of Contractor and communications given to the Superintendent shall be as binding as if given to Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

## **11.0 PROGRESS SCHEDULE**

Contractor, immediately after entering into the Contract, shall provide Chino Valley with any requested scheduling information and a proposed Progress Schedule for performance of the Work in a form acceptable to Chino Valley providing for commencement and completion of the Work within the Contract Time. Contractor shall prosecute the Work in a prompt and diligent manner and without hindering or delaying the Work of other Contractors or Subcontractors on the Project. Said Progress Schedule shall be supplemented thereafter upon request. Work shall not commence upon this Project until a written Notice to Proceed has been issued to the Contractor by Chino Valley. The Notice to Proceed will be considered issued on the date it is sent to Contractor by certified mail, telefacsimile or delivered to him in person.

## **12.0 DRAWINGS AND SAMPLES**

Contractor shall furnish within three (3) working days following request therefore by Chino Valley detailed drawings of the Work and samples of materials required for the performance or coordination of the Work. Drawings and samples shall comply with the requirements of the Contract Documents or shall be rejected.

### **13.0 ERRORS IN THE PLANS**

The plans and specifications are presumed to be correct, but Contractor shall be required to check carefully all dimensions and verify all vertical and horizontal controls using the nearest benchmark before beginning the Work. If any errors or omissions are discovered, Chino Valley's Representative shall be so notified in writing. Chino Valley's Representative shall immediately notify the Project's Engineer, who will then make such corrections, and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications and shall issue appropriate corrections. Any adjustments made by Contractor without prior review and acceptance shall be at his own risk. The settlement of any complication or disputed expenses arising from an adjustment made by contractor shall be paid by Contractor at his own expense.

### **14.0 CHINO VALLEY'S RIGHT TO STOP, CARRY OUT OR CORRECT THE WORK**

If at any time during the performance of the Work it appears to Chino Valley, in its sole discretion, that Contractor will not complete the Work within the Contract Time and pursuant to the Progress Schedule, or if the manner in which Contractor carries out its obligations interferes with the ability of other contractors or workers to perform work on the same site, Chino Valley shall have the sole and absolute right on seventy-two (72) hours written notice delivered to Contractor to replace Contractor by taking over the Work or procuring another to complete the Work. Such taking over shall not constitute or be construed as a waiver by Chino Valley of any action, claim or demand Chino Valley may have against Contractor by reason of injury or damage resulting to Chino Valley because of Contractor's failure of performance hereunder. Contractor shall pay to Chino Valley a sum equal to Chino Valley's total cost of completing such Work, and a sum for reasonable attorneys' fees and litigation expenses in taking over and completing such Work. In no event shall any delay in performance hereunder by Contractor be excused unless, and ten to the extent only, such delay is excused by Chino Valley in writing.

### **15.0 WARRANTY**

Contractor warrants to Chino Valley that all materials and equipment furnished under this Contract will be new, and that all Work will be of good quality, free from faults and defects. Contractor further guarantees all Work and materials for a period of one year from the date of acceptance of the Project. Should any portion of the Work need replacement or repair within one year from the date of completion due to construction methods or material failure, Contractor shall replace such Work at no cost to Chino Valley. If Contractor fails within reasonable time to replace or repair any portion of the Work deemed to be needed, Chino Valley may cause said Work to be done and Contractor agrees to pay all costs incurred therein. All Work not conforming to the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. If required by Chino Valley, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### **16.0 INDEMNIFICATION**

- 16.1 To the fullest extent permitted by law, Contractor, its successors and assigns shall indemnify and hold harmless Chino Valley, its officers and employees from and against all liabilities, damages, losses and costs (including reasonable attorney fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful conduct of Contractor or other persons employed or used by the Contractor in the performance of this Agreement. Contractor's duty to indemnify and hold harmless Chino Valley, its officers and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting there from, caused by Contractor's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by Contractor or used by Contractor in the performance of this Agreement
- 16.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

## 17.0 INSURANCE

- 17.1 Contractor shall secure and maintain throughout the term of this Contract, the following insurance in the name of Contractor, naming Chino Valley as additional insured with respect to claims which may arise out of or result from Contractor's acts, operations or negligence or those of its subcontractors, or anyone directly or indirectly employed by any of them including officers, employees, agents or representatives for matters related to this Contract. The coverage shall be provided on an "occurrence" basis rather than a "claims made" basis, shall be provided without offset against Chino Valley's existing insurance and provide for a minimum of thirty (30) calendar days' notice to Chino Valley prior to cancellation, reduction in coverage or other substantial modification. Contractor shall provide a Certificate of Insurance which sets forth the following minimum amounts and types of coverage:

| <u>TYPE OF COVERAGE</u> | <u>AMOUNT NOT LESS<br/>THAN</u>                                                              |
|-------------------------|----------------------------------------------------------------------------------------------|
| Workers' Compensation   | Statutory                                                                                    |
| Employers Liability     | \$100,000 each accident<br>\$100,000 disease each<br>employee<br>\$500,000 disease aggregate |

|                                                                                                                                                                                      |                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Commercial General Liability (including contractual liability for this Contract; broad form property damage; completed operations; and explosion, collapse and underground coverage) | \$1,000,000 per occurrence<br>\$2,000,000 aggregate combined single limit |
| Automobile Liability (including owned, hired and non-owned coverages)                                                                                                                | \$1,000,000 combined single limit                                         |
| Builders "All-risk"                                                                                                                                                                  | Completed Value (at least 100% of the Contract)                           |

- 17.2 Contractor shall submit to Chino Valley proof of the required insurance upon executing this Contract. Such proof of insurance shall include the Project Name, Project Number and Contract Number. Contractor shall obtain the above-described insurance from insurance companies which are duly authorized to issue such policies in the State of Arizona and "Best Rated A" or better by the A.M. Best Company, or which are otherwise acceptable to Chino Valley. Contractor shall maintain such insurance coverage until all the Work has been completed and the Project has been accepted by Chino Valley.
- 17.3 Chino Valley shall not be obligated to review any of the Contractor's Certificates of Insurance, insurance policies or endorsements or to advise Contractor of any deficiencies in such documents and any receipt of copies or review by Chino Valley of such documents shall not relieve Contractor from or be deemed a waiver of Chino Valley's right to insist on strict fulfillment of Contractor's obligations under this paragraph.
- 17.4 The insurance coverages referenced above shall apply to all operations of Contractor related to the Project which are undertaken by the insured, subcontractors or their employees and agents during the life of this Contract. These policies shall not expire until all Work has been completed and the Project has been accepted by Chino Valley. If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to Chino Valley not less than thirty (30) calendar days prior to expiration date.

## 18.0 CHANGE ORDERS

A change order is a written order to Contractor signed by Chino Valley's Representative or other person designated in the Contract Documents, issued after execution of this Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. A change order signed by Contractor indicates his agreement therewith. Chino Valley, without invalidating the Contract, may order changes in the Work, in the general scope of the Contract

consisting of additions, deletions, or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by change order, and shall be performed under the applicable conditions of the Contract Documents. Chino Valley's Representative shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on Chino Valley and Contractor. Contractor shall carry out such written orders promptly. Verbal information obtained from any officer, agent or employee of Chino Valley or any other person shall not affect the obligations assumed by Contractor or relieve Contractor from complying with any of the terms of the Contract Documents. No additional changes will be made to the Contract without prior written authorization from Chino Valley pursuant to approved change order. Any change in the terms of the Contract Documents shall only occur as a result of an approved change order or written modification or amendment approved by mutual consent of Chino Valley and Contractor. If Contractor claims that any changes ordered by Chino Valley involve extra cost under the Contract Documents, he shall within forty-eight (48) hours after the receipt of such instructions, provide notice to Chino Valley's Representative of such claim, and before proceeding to execute the Work.

## **19.0 DISPUTED WORK**

If, pursuant to Paragraph 18, Contractor claims changes ordered by Chino Valley involve extra cost, Contractor shall nevertheless perform the same if directed to do so by Chino Valley. However, to preserve Contractor's right to claim extra compensation for the disputed Work, Contractor shall, prior to proceeding with the Work, notify Chino Valley in writing that Contractor is performing the same under protest. The same procedure shall prevail as to any dispute as to a deduction for omitted Work (or as the case may be, to sustain Contractor's contention as to the appropriate compensation for extra Work that is not disputed to be an "extra"). The notice in that circumstance shall be given not later than ten (10) working days after the tender of payment by Chino Valley to Contractor of the reduced amount (or amount for the nondisputed "extra") as computed by Chino Valley. Failing such written protest, it shall be deemed that Contractor has acquiesced to Chino Valley's contention that the Work is not extra but Contract Work or that the reduction (or amount of compensation for a nondisputed "extra") is correct, as the case may be. The giving of the protest provided for above, and giving it timely, are express conditions precedent to maintaining any remedial procedure, whether arbitration or otherwise, pertaining to Contractor's claim.

## **20.0 PAYMENTS AND COMPLETION**

In consideration of the complete and timely performance of the Work, subject to changes as provided by an approved Change Order, Chino Valley shall pay Contractor the Contract Sum of Forty-Eight Thousand Four Hundred Dollars and No Cents (\$48,400.00). If the Contract Documents contain an engineer's estimate of the quantities of material required for the Work and expressly provide for an adjustment to the Contract Sum for actual quantities, the final Contract Sum will be adjusted according to actual field measurements of installed materials multiplied by the Contractor's per unit prices. All such measurements are subject to confirmation by Chino Valley. In all other cases, no adjustment will be made to the Contract Sum except by approved Change Order. The terms of this paragraph shall be governed by

A.R.S. § 34-221 and any amendments thereto which is hereby incorporated by reference. Upon receipt of written notice that the Work is ready for final inspection and acceptance, Chino Valley's Representative shall promptly make a final inspection and, when Chino Valley's Representative finds the Work acceptable under the Contract Documents, he shall promptly approve a certificate for payment stating that upon his knowledge, information and belief and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retained percentage determined under A.R.S. § 34-221 shall become due until Contractor submits to Chino Valley all required data establishing payment or satisfaction of all Contractor's obligations.

## **21.0 PROTECTION OF PERSONS AND PROPERTY**

- 21.1 Contractor at all times must take all reasonable precautions to protect the persons and property of others on or adjacent to the Project from damage, loss, or injury resulting from operations under this Contract by Contractor or any other party with whom Contractor has subcontracted. Contractor's obligation to protect shall include the duty to provide, place, and adequately maintain at or about the Project suitable and sufficient guards, lights, barricades, and enclosures. Contractor shall not disturb nor displace any protection installed by others.
- 21.2 Contractor's operations shall be in accordance with the Manual on Uniform Traffic Control Devices, Latest Edition. These operations shall cause no unnecessary inconvenience to the public and public access rights shall be considered at all times. Unless otherwise authorized in the Specifications or on a temporary basis by Chino Valley, traffic shall be permitted to pass through the Work area. Contractor shall coordinate with the various agencies to include governmental, commercial and public, so that adequate services are maintained.
- 21.3 Contractor will coordinate and schedule off-duty police officers with the Town of Chino Valley as a part of Contractor's traffic control work. Chino Valley will pay for the officers directly with no payment to Contractor for this item. Contractor will be required to present an overall estimate of off duty officer hours required with the submission of his master schedule for the project. Officers charge a minimum of four hours to the project if scheduled. In the event that Contractor fails to prosecute the work in a timely and orderly fashion, Chino Valley shall notify Contractor and reserves the right to negotiate a corresponding deductive change order with Contractor based upon the cost of \$65/hour/officer that Chino Valley will incur for the off duty officers.
- 21.4 Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, motels, hospitals, fire stations, police stations, residential properties and establishments of a similar nature.
- 21.5 Grading operations, roadway excavation and fill construction shall be conducted and maintained in such a manner as to provide a reasonably satisfactory and safe surface for vehicular and pedestrian traffic. When rough grading is completed, the roadbed shall be

brought to and maintained in a reasonably smooth condition, satisfactory and safe for vehicular traffic at the posted speed limit. Pedestrian walkways shall be provided and maintained in a like manner. Contractor shall accomplish any additional grading operations and/or repairs, including barricade replacement or repairs during working and non-working periods which, in the opinion of Chino Valley, are required.

## **22.0 GOVERNING LAW**

This Contract shall be governed by the laws of the State of Arizona.

## **23.0 SUCCESSORS AND ASSIGNS**

Chino Valley and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to him hereunder without the previous written consent of Chino Valley.

## **24.0 SERVICE OF NOTICE**

All notices and demands required or permitted by this Contract shall be in writing and shall be deemed to have been given properly when (1) sent by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this paragraph; (2) delivered personally to the parties to this Contract; or (3) if given by telefacsimile, when addressed and transmitted to the respective telefacsimile number as specified below or to such other address or telefacsimile number as may be furnished by either party to the other pursuant to this paragraph, and the appropriate confirmation of transmittal is received. Any party giving notice or demand by telefacsimile immediately shall send the other party a copy of such notice or demand by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this paragraph.

### **CHINO VALLEY:**

Town Manager  
Town of Chino Valley  
202 North State Route 89  
Chino Valley, Arizona 86323

### **CONTRACTOR:**

Curt Lonsdale  
Shasta Industries, Inc.  
7525 E. Adobe Drive  
Scottsdale, AZ 85255

## **25.0 CLAIMS FOR DAMAGES**

Should either party to the Contract suffer injury or damage to personal property because of any act or omission of the other party or of his employees, agents for whose acts he is legally liable, claims shall be made in writing to such other parties within a reasonable time after the first observance of such injury or damages.

## **26.0 RIGHTS AND REMEDIES**

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

## **27.0 TIME IS OF THE ESSENCE**

All time limits stated in the Contract Documents are of the essence. Contractor shall begin Work on the date specified in the Notice to Proceed and shall carry the Work forward expeditiously. If Contractor is delayed at any time in the progress of the Work by any act or neglect of Chino Valley or by any employee of Chino Valley or by change orders in the Work or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay caused by Chino Valley, or by any other cause which Chino Valley determines may justify the delay, then the Contract Time shall be extended by change order for such reasonable time as Chino Valley may determine. Any claim for extension of time shall be made in writing to Chino Valley's Representative not more than five (5) working days after the commencement of the delay; otherwise said claim shall be waived by Contractor. In the case of a continuing delay, only one claim is necessary. Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work. This paragraph does not exclude the recovery of damages for delay by either party under the provisions of the Contract Documents.

## **28.0 TERMINATION BY CHINO VALLEY**

If Contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he fails to make prompt payment to subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of the Contract Documents, then Chino Valley, upon certification by Chino Valley's Representative that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving Contractor and his Surety, if any, ten (10) working days written notice, terminate this Contract and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever method he may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, such excess shall be paid to Contractor; if such costs exceed the unpaid balance, Contractor shall pay the difference to Chino Valley. The amount to be paid to Contractor or to Chino Valley, as the case may be, shall be certified by Chino Valley's Representative and this obligation for payment shall survive the termination of the Contract.

## **29.0 CONFLICT OF INTEREST**

This Contract shall be subject to the cancellation provisions of A.R.S. § 38-511 and any amendments thereto.

## **30.0 LITIGATION**

Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damage claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs, and attorneys fees shall be paid to the party not at fault. Nothing herein shall preclude non-binding arbitration if the parties so elect in the event of a dispute hereunder.

## **31.0 PROTECTION OF PERSONS AND PROPERTY**

Contractor shall adopt every practical means and comply with all laws, ordinances and regulations in order to minimize interferences to traffic and inconveniences, discomfort and damage to the public, including the provision of adequate dust control measures. All obstructions to traffic shall be guarded. If an unsafe condition arises or exists during the progress of the Work, or if Chino Valley has reason to believe an unsafe condition exists, Contractor shall suspend the Work wholly or in part for such period as may be necessary to correct the unsafe condition. Neither Contractor nor any subcontractor shall trespass upon private property. Contractor shall be responsible for all injury or damage to persons or property, directly or indirectly, resulting from operations of Contractor or subcontractors completing this Work. Contractor shall ensure that both Contractor and subcontractors comply with the laws and regulations of Chino Valley, County and State relating to the safety of persons and property. Contractor will be held responsible for any injury or damage to persons or property caused by Contractor or subcontractors or any agent or employee of either during the progress of the Work and until its final acceptance. Contractor shall protect against injury or damage to pipes, sewer conduits, electrical conduits, lawns, gardens, shrubbery, trees, fences or other structures or property, public and/or private, encountered in this Work except as stipulated elsewhere herein. Contractor shall be responsible and liable for any injury or damage to such pipes, structures and property.

## **32.0 IMMIGRATION LAW COMPLIANCE WARRANTY**

- 32.1 As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program.
- 32.2 If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.

32.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Chino Valley at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

32.4 Chino Valley retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.

32.5 If state law is amended, the parties may modify this paragraph consistent with state law.

### **33.0 EQUAL TREATMENT OF WORKERS**

Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the Work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). Contractor shall protect and indemnify Chino Valley and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

### **34. NON-BOYCOTT OF ISRAEL**

Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed, the day and year first herein written.

TOWN OF CHINO VALLEY

By: \_\_\_\_\_  
Darryl Croft, Mayor

ATTEST:

Project Name: 2017 Pool Heater Purchase and Installation  
Project No:  
Contract No:

\_\_\_\_\_  
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Phyllis L. N. Smiley, Town Attorney

CONTRACTOR

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

# **BID FORM**

FOR: TOWN OF CHINO VALLEY  
202 North State Route 89  
Chino Valley, Arizona 86323

Bid of \_\_\_\_\_,

Contractor's License No. \_\_\_\_\_

A corporation organized and existing under the laws of the State of \_\_\_\_\_; or a partnership consisting of \_\_\_\_\_, partners; or an individual conducting business as hereinafter called the Bidder.

TO: THE HONORABLE MAYOR AND COUNCIL  
Town of Chino Valley  
202 North State Route 89  
Chino Valley, AZ 86323

The undersigned acknowledges that he has received and familiarized himself with the following:

CONTRACT DOCUMENTS  
PROJECT MANUAL AND DETAILS  
DRAWINGS

ADDENDA No. \_\_\_\_ dated \_\_\_\_; No. \_\_\_\_ dated \_\_\_\_  
No. \_\_\_\_ dated \_\_\_\_; No. \_\_\_\_ dated \_\_\_\_  
No. \_\_\_\_ dated \_\_\_\_; No. \_\_\_\_ dated \_\_\_\_

The undersigned further acknowledges that he has visited the site and has familiarized himself with local conditions affecting the cost of the Work at the place where the Work is to be done. The undersigned further acknowledges that if his bid is accepted he shall be bound by the terms of the Contract Documents.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable and construction equipment, and all utility and transportation services necessary to furnish and install, in a workmanlike manner, all Work at the Project listed herein in strict conformity with the Construction Documents prepared by \_\_\_\_\_ for the consideration hereinafter set forth.
2. To hold his Bid open for not less than ninety days (90) Days after the receipt of Bids and to accept the provisions of the instructions to Bidders regarding disposition of Bid Security.
3. To enter into and execute a Contract if awarded on the basis of this Bid within ten (10) days after Award of the Bid, and to furnish a Performance Bond, a Labor & Material Payment Bond and certificates of insurance in accord with the General Conditions and General Requirements of this Contract and to deliver executed Bonds and Insurance Certificates to Chino Valley's representative within ten (10) working days following the issuance of the Notice of Award.

Project Name:  
Project No:  
Contract No:

4. To utilize the subcontractors and suppliers attached to this Bid Form unless authorized by Chino Valley to substitute another subcontractor or supplier.
5. To achieve substantial completion and final completion within the time period stated in the Contract Documents taken from the date of Notice to Proceed or the date otherwise established for the commencement of Work.
6. The undersigned agrees that time is of the essence and Chino Valley will suffer financial damages due to Contractor's failure to complete the Work within the Contract Time. The liquidated damages shall be as follows for each calendar day beyond the Contract Time for which Contractor shall fail to complete the Work:  
  
Substantial completion - \$\_\_\_\_\_ per calendar day  
Final completion - \$\_\_\_\_\_ per calendar day
7. The undersigned has attached the required Bid Security and other items required in the Instructions to Bidders. The Bid Security shall become the property of Town of Chino Valley, Arizona, as liquidated damages for the delay and additional Work caused thereby in the event the Contract and Bonds are not executed within the time set forth above.

Project Name:  
 Project No:  
 Contract No:

NAME OF BIDDER: \_\_\_\_\_

**TOWN OF CHINO VALLEY  
 BID SCHEDULE**

| No. | Description              | Est.<br>Qty. | Unit | Unit<br>Price | Extended Price |
|-----|--------------------------|--------------|------|---------------|----------------|
| 1   |                          |              |      |               |                |
| 2   |                          |              |      |               |                |
| 3   |                          |              |      |               |                |
| 4   |                          |              |      |               |                |
| 5   |                          |              |      |               |                |
| 6   |                          |              |      |               |                |
| 7   |                          |              |      |               |                |
| 8   |                          |              |      |               |                |
| 9   |                          |              |      |               |                |
| 10  |                          |              |      |               |                |
| 11  |                          |              |      |               |                |
| 12  |                          |              |      |               |                |
| 13  |                          |              |      |               |                |
| 14  |                          |              |      |               |                |
| 15  |                          |              |      |               |                |
| 16  |                          |              |      |               |                |
| 17  |                          |              |      |               |                |
| 18  |                          |              |      |               |                |
| 19  |                          |              |      |               |                |
| 20  |                          |              |      |               |                |
| 21  |                          |              |      |               |                |
| 22  |                          |              |      |               |                |
| 23  |                          |              |      |               |                |
|     | <b>BASE BID SUBTOTAL</b> |              |      |               |                |

| No. | Description | Est.<br>Qty. | Unit | Unit<br>Price | Extended Price |
|-----|-------------|--------------|------|---------------|----------------|
|-----|-------------|--------------|------|---------------|----------------|

Project Name:  
Project No:  
Contract No:

|    | <b>ALTERNATIVE BID ITEMS</b>      |  |  |  |  |
|----|-----------------------------------|--|--|--|--|
| 24 |                                   |  |  |  |  |
| 25 |                                   |  |  |  |  |
| 26 |                                   |  |  |  |  |
| 27 |                                   |  |  |  |  |
| 29 |                                   |  |  |  |  |
| 30 | <b>BID ALTERNATIVE 1 SUBTOTAL</b> |  |  |  |  |

Total Base Bid Price           \$\_\_\_\_\_

Total Alternative 1 Price       \$\_\_\_\_\_

**TOTAL BID PRICE**               \$\_\_\_\_\_

In the event a contract is awarded, the Town may, at its sole option, elect as follows:

1.     Award the Base Bid only; or
2.     Award the Base Bid plus Bid Alternative 1

In evaluating Bids, discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bidders are required to fill in all blank spaces with an entry. Bids submitted with blank spaces may be considered "Non-Responsive".

Quantities shown in this bid schedule are approximate only, and are used for the purpose of bid comparison.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the Bidding has been reserved by Chino Valley.

The undersigned hereby certifies that the information submitted herewith, including any attachment is true to the best of his knowledge and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Project Name:  
Project No:  
Contract No:

Name of Bidder (Company)

Address of Bidder

City, State, Zip Code

Area Code/Telephone Number

Area Code/Fax Number

Authorized Officer/Title

Authorized Officer Signature

(I) (We), the undersigned (Corporate Secretary) (Partners), hereby certify that the above-named Officer is hereby authorized to execute all documents relative this bid and the administration of this bid for and on behalf of the Company named above.

\_\_\_\_\_ or  
Corporate Secretary (signature)

\_\_\_\_\_  
Partner Signature

\_\_\_\_\_  
Partner Signature

Project Name:  
Project No:  
Contract No:

**COPY(s) OF BIDDER'S STATE OF ARIZONA CONTRACTOR'S LICENSE(S)**

Attach copy of required license(s)

**BID BOND**  
(Surety Bond)

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, (hereinafter "Principal"), and the \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, duly licensed in and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety, are held and firmly bound unto Town of Chino Valley, a municipal corporation as Oblige, in the sum of ten percent (10%) of the amount of the bid included in the proposal, submitted by the Principal to the Mayor and Council of Town of Chino Valley, for the Work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S. § 34-201.

WHEREAS, the Principal is herewith submitting its Bid for

\_\_\_\_\_.

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

This Surety Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. Section 7-101 are satisfied.

Witness:

\_\_\_\_\_

Surety

\_\_\_\_\_

Title

Witness:

Project Name:  
Project No:  
Contract No:

\_\_\_\_\_  
Address of Surety:

\_\_\_\_\_

\_\_\_\_\_

\* Attach Power of Attorney



Project Name:  
Project No:  
Contract No:

**BIDDERS' QUESTIONNAIRE**  
**[To be submitted with Bid]**

**Organizational Information**

BIDDER: \_\_\_\_\_  
(Bidder's name)

Submitted by:

Name of Organization: \_\_\_\_\_

Name of Individual: \_\_\_\_\_

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

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

Telephone: (\_\_\_\_) \_\_\_\_\_

**I. Bidder's General Business Information**

Check If: ☐ Corporation ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship

**If Corporation:**

a. Date and State of Incorporation:  
\_\_\_\_\_  
\_\_\_\_\_

b. List of Executive Officers:

| Name  | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**If Partnership:**

Project Name:  
Project No:  
Contract No:

a. Date and State of Organization:

\_\_\_\_\_  
\_\_\_\_\_

b. List of Current General Partners:

Name

Title

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Type of Partnership:

☐ General ☐ Publicly Traded ☐ Limited

☐ Other (describe): \_\_\_\_\_

**If Joint Venture:**

a. Date and State of Organization:

\_\_\_\_\_  
\_\_\_\_\_

b. Name and Address of Owner or Owners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is your organization a member of a controlled group of corporations as defined in IRC Sec. 1563? ☐ Yes ☐ No

If yes, show names and addresses of affiliated companies:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Furnish the following information with respect to an accredited banking institution familiar with your organization:

Project Name:  
Project No:  
Contract No:

Name of Bank: \_\_\_\_\_

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

\_\_\_\_\_

Account Manager: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Project Name:  
Project No:  
Contract No:

**Similar Projects**  
**(Use Separate Sheets as needed)**

**Provide information for at least TWO (2) similar projects successfully completed within the last FIVE (5) years. (See Section 1.1.2.)**

BIDDER: \_\_\_\_\_  
(Bidder's name)

a. Name of Similar Project #1: \_\_\_\_\_

b. Contracting Party (Owner):  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_

c. If Joint Venture, names of each participant:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Contract Price: \_\_\_\_\_

e. Description of Similar Project #1: \_\_\_\_\_

(Briefly describe here, and attach a copy of the description in the Contract. Technical specifications may be requested by Chino Valley.)

f. Construction Manager(s) during the Similar Project #1:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_

g. Start date (notice to proceed issued): \_\_\_\_\_

h. Completion date provided for in the Contract: \_\_\_\_\_

i. Substantial completion date (approved by Owner): \_\_\_\_\_

j. Reasons why work was completed early, or why delays occurred:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Name:  
 Project No:  
 Contract No:

- k. Final price paid by Owner for the Similar Project #1:\_\_\_\_\_
- l. If final price was 10% less or more than the original Contract Price, describe why:  
 \_\_\_\_\_  
 \_\_\_\_\_
- m. Describe any large cost over-runs (claims in excess of \$\_\_\_\_\_) disputed or contested by the Owner, the reasons for dispute, and ultimate resolution of the dispute:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- n. Did Owner file a lawsuit against Bidder concerning performance?  
 Yes \_\_\_\_\_ No \_\_\_\_\_ If so, what was the result? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- o. Following final payment on the Similar Project, has Bidder voluntarily or otherwise provided any additional work or repairs, or made any payments to the Owner to cure defects or fulfill warranties made to the Owner concerning the quality of the performance/or the work involved in the Similar Project? Describe:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- p. Has your company undergone a major change in ownership, management, size, or expertise since the time of this Similar Project? Yes\_\_\_\_\_ No\_\_\_\_\_ Describe:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**All answers should be complete and informative. Attach additional sheets if needed to give a full answer. Chino Valley may in its discretion request Bidder to provide additional information concerning this Similar Project as part of its evaluation of the responsibility of the Bidder prior to award of the Contract.**

Project Name:  
Project No:  
Contract No:

**Similar Projects**  
**(Use Separate Sheets as needed)**

**Similar Project #2**

BIDDER: \_\_\_\_\_  
(Bidder's name)

a. Name of Similar Project #2: \_\_\_\_\_

b. Contracting Party (Owner):  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_

c. If Joint Venture, names of each participant:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Contract Price: \_\_\_\_\_

e. Description of Similar Project #2: \_\_\_\_\_  
\_\_\_\_\_  
(Briefly describe here, and attach a copy of the description in the Contract. Technical specifications may be requested by GILBERT.)

f. Construction Manager(s) during the Similar Project #2:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_

g. Start date (notice to proceed issued): \_\_\_\_\_

h. Completion date provided for in the Contract: \_\_\_\_\_

i. Substantial completion date (approved by Owner): \_\_\_\_\_

j. Reasons why work was completed early, or why delays occurred:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

k. Final price paid by Owner for the Similar Project #2: \_\_\_\_\_

Project Name:  
 Project No:  
 Contract No:

- l. If final price was 10% less or more than the original Contract Price, describe why:  
 \_\_\_\_\_  
 \_\_\_\_\_
- m. Describe any large cost over-runs (claims in excess of \$\_\_\_\_\_) disputed or contested by the Owner, the reasons for dispute, and ultimate resolution of the dispute:  
 \_\_\_\_\_  
 \_\_\_\_\_
- n. Did Owner file a lawsuit against Bidder concerning performance?  
 Yes \_\_\_\_\_ No \_\_\_\_\_ If so, what was the result? \_\_\_\_\_  
 \_\_\_\_\_
- o. Following final payment on the Similar Project, has Bidder voluntarily or otherwise provided any additional work or repairs, or made any payments to the Owner to cure defects or fulfill warranties made to the Owner concerning the quality of the performance/or the work involved in the Similar Project? Describe:  
 \_\_\_\_\_  
 \_\_\_\_\_
- p. Has your company undergone a major change in ownership, management, size, or expertise since the time of this Similar Project? Yes \_\_\_\_\_ No \_\_\_\_\_ Describe:  
 \_\_\_\_\_  
 \_\_\_\_\_

**All answers should be complete and informative. Attach additional sheets if needed to give a full answer. Chino Valley may in its discretion request Bidder to provide additional information concerning this Similar Project as part of its evaluation of the responsibility of the Bidder prior to award of the Contract**

Project Name:  
Project No:  
Contract No:

### **Personnel/Subcontractor Qualifications**

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

(Bidder's name)

- a. List details of the construction experience of the Key Personnel (as defined in Paragraph 1.1.2 of the Contract Documents) directly involved in construction activities:

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- b. Does Bidder have an adequate workforce to complete the Work if awarded the Contract? Describe, including general types of work performed with your own work force:

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- c. What additional personnel may need to be hired by Bidder as employees, if awarded the Contract?

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- d. What other major projects is Bidder currently under contract to perform? (Describe the projects, completion dates)

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- e. Are subcontractors proposed by Bidder ready, willing, and able to perform the work? Yes\_\_\_\_\_ No\_\_\_\_\_. (Chino Valley may request additional information concerning subcontractors' past performance, personnel, equipment, licenses, and other pending projects)

- f. If proposed subcontractors are not available, how does Bidder propose to replace the subcontractors?

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- g. If Bidder requires additional or replacement personnel and/or subcontractors to complete the Work, and there is a labor shortage due to high volume of construction occurring in

Project Name:  
Project No:  
Contract No:

the Phoenix metropolitan area, is Bidder able to complete the Work on time, as required by the Contract Documents? Yes\_\_\_\_\_ No\_\_\_\_\_. Please describe. (Chino Valley does not consider mere labor shortage to qualify as force majeure.)

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- h. Has any corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principle of another organization? Yes\_\_\_\_\_ No \_\_\_\_\_. If yes, described circumstances: \_\_\_\_\_

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Project Name:  
Project No:  
Contract No:

**Equipment**

BIDDER: \_\_\_\_\_  
(Bidder's name)

- a. Does Bidder own equipment necessary to complete the work if awarded the Contract?  
Explain:

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- b. Will any equipment need to be rented or leased by Bidder? Explain:

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**TOWN OF CHINO VALLEY, ARIZONA  
AUTHORIZED SIGNATURE FORM**

WHEREAS, \_\_\_\_\_, an \_\_\_\_\_ corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the \_\_\_\_\_ that \_\_\_\_\_  
(Corporate Name) (Name of Parties Authorized)

is/are authorized to execute and sign on behalf of said corporation/company the following documents:

- |                 |                                           |
|-----------------|-------------------------------------------|
| 1. The Contract | 5. Change Orders                          |
| 2. The Bond     | 6. All other papers necessary             |
| 3. Payrolls     | for the conduct of the corporation's      |
| 4. Claims       | affairs and the execution of the Contract |

The above-named person(s) is/are granted the authority and duties herein referenced for the duration of the Contract for this Project or until express notice of revocation has been duly given in writing, whichever is the lesser period.

DATED and passed by the Board of Directors this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature of Persons Authorized to Sign)

(Title)

(Document No.)

Project Name:  
Project No:  
Contract No:

# CERTIFICATE

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

I, \_\_\_\_\_ of the \_\_\_\_\_, a corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, at a meeting of said Board held on \_\_\_\_\_, 20\_\_\_\_, and that the same is in full force and effect at this time.

DATED \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Officer of Corporation)

(Seal of Corporation)

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, appearing before the undersigned Notary Public, and stated that he executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.

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

My Commission Expires:

\_\_\_\_\_

Project Name:  
Project No:  
Contract No:

## PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ (hereinafter  
"Principal"), and \_\_\_\_\_, a  
corporation organized and existing under the laws of the State of \_\_\_\_\_, duly  
licensed in and holding a certificate of authority to transact surety business in the State of  
Arizona issued by the Director of the department of Insurance pursuant to Title 20, Chapter 2,  
Article 1, (hereinafter "Surety"), as Surety are held and firmly bound unto the Town of Chino  
Valley, County of Yavapai, State of Arizona in the amount of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), for the payment of which, the Principal and Surety bind  
themselves, and their heirs, administrators, executors, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Town of  
Chino Valley, entitled \_\_\_\_\_.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the  
Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and  
agreements of the Contract during the original term of the Contract and any extension of the  
Contract with or without notice to the Surety, and during the life of the guaranty required under  
the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions  
and agreements of all duly authorized modifications of the Contract that may hereinafter be  
made, notice of which modifications to the Surety being hereby waived, the above obligation is  
void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title  
34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall be  
determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised  
Statutes, to the extent as if it were copied at length in this Agreement.

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

This Bond shall not be executed by an individual surety or sureties, even if the  
requirements of A.R.S. Section 7-101 are satisfied.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Project Name:  
Project No:  
Contract No:

\_\_\_\_\_  
PRINCIPAL SEAL

By \_\_\_\_\_

\_\_\_\_\_  
SURETY SEAL

By \_\_\_\_\_

Address of Surety:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
AGENT OF RECORD

\_\_\_\_\_  
AGENT ADDRESS

\* attach Power of Attorney

Project Name:  
Project No:  
Contract No:

## LABOR AND MATERIALS BOND

STATUTORY PAYMENT BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ (hereinafter  
"Principal"), as Principal and \_\_\_\_\_, a corporation  
organized and existing under the laws of the State of \_\_\_\_\_, duly licensed in and  
holding a certificate of authority to transact surety business in the State of Arizona issued by the  
Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter  
"Surety"), as Surety are held and firmly bound unto the Town of Chino Valley, County of  
Yavapai, State of Arizona in the amount of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), for the payment of which the Principal and Surety bind themselves, and  
their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Town of  
Chino Valley, entitled \_\_\_\_\_.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the  
Principal promptly pays all monies due to all persons supplying labor or Materials to the  
Principal or the Principal's Subcontractors in the prosecution of the Work provided for in the  
Contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title  
34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall be  
determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2,  
Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this Agreement.

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

This Bond shall not be executed by an individual surety or sureties, even if the  
requirements of A.R.S. Section 7-101 are satisfied.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SEAL

Project Name:  
Project No:  
Contract No:

By \_\_\_\_\_

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
SEAL

By \_\_\_\_\_

Address of Surety:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
AGENT OF RECORD

\_\_\_\_\_  
AGENT ADDRESS

\* Attach Power of Attorney

Project Name:  
 Project No:  
 Contract No:

## NOTICE TO PROCEED

DATE:

TO:

Subject: NOTICE TO PROCEED AND RETURN OF EXECUTED CONTRACT

Project Name:

Contract No:

Contract Amount: \$

Effective Date:

P.O. Number:

Council Approval:

Project Number:

Liquidated Damages: \$ \_\_/day

Substantial Completion Date:

Final Completion Date:

Item Number:

This letter serves as \_\_\_\_\_, NOTICE TO PROCEED with performance of the above-referenced project contract.

A fully executed and approved copy of the contract and the project's purchase order are enclosed for your files. Also attached is a Notice-to-Proceed CD containing forms required for project completion and a Purchase Order. Please indicate the above-referenced contract number and project number on all correspondence. Failure to do so may cause unnecessary delays.

When submitting payment requests, the following information is needed:

1. Cover Letter transmitting the Pay Application, an updated cash flow, updated schedule and a summary of the project status.
2. A completed "Application and Certification for Payment", on approved Chino Valley format.
3. A clear, detailed billing invoice, indicating the Contract Number, Project Number and Purchase Order Number referenced above.

If you have any questions please contact \_\_\_\_\_ at (928) \_\_\_\_-\_\_\_\_.

Sincerely,

\_\_\_\_\_  
 [NAME, TITLE]

## ACCEPTANCE OF NOTICE

Receipt of the foregoing NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_,  
 this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

Project Name:  
Project No:  
Contract No:

**CHANGE ORDER NO. \_\_\_\_\_**  
**(Contractor)**

PROJECT:  
DATE:  
OWNER: Town of Chino Valley  
PROJECT NO:  
CONTRACT NO:  
CONTRACTOR:  
CONTRACT DATED:

CHANGES: The Contract is changed as follows: (Insert brief description)

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COST/TIME: Original Contract Sum: \$ \_\_\_\_\_  
Previously Authorized Change Orders: \$ \_\_\_\_\_  
Contract Sum prior to this Change Order: \$ \_\_\_\_\_  
Change Order # \_\_\_\_ Amount: \$ \_\_\_\_\_  
**New CONTRACT SUM:** \$ \_\_\_\_\_

CONTRACT TIME will be increased by:  
SUBSTANTIAL COMPLETION as of this Change Order:

Approved/Accepted by:

|              |        |        |
|--------------|--------|--------|
| CONTRACTOR:  | _____  | _____  |
|              | (Name) | (Date) |
| CHINO VALLEY | _____  | _____  |
|              | (Name) | (Date) |

Not valid until signed by Chino Valley. Signature of Contractor indicates acceptance, including CONTRACT SUM and CONTRACT TIME.

***Contractor agrees that the adjustment of the Contract Price and Contract Time reflected in this Change Order represents the entire and complete adjustment of the Contract Price and Contract Time for the changes set forth in this Change Order. The adjustment of the Contract Price includes all direct costs of labor materials, services and equipment to complete such changes as well as any and all indirect costs of impacts, delays, interference or hindrances in performing, providing and completing the changes set forth in this Change Order. The adjustment of the Contract Time includes all adjustments of time necessary to perform, provide and complete the changes set forth in this Change Order and any and all impacts, delays, interference or hindrances in performing, providing and completing the changes.***

Project Name:  
 Project No:  
 Contract No:

**TOWN OF CHINO VALLEY, ARIZONA  
 CONTRACTOR'S AFFIDAVIT  
 REGARDING SETTLEMENT OF CLAIMS**

PROJECT \_\_\_\_\_  
 \_\_\_\_\_

To Town of Chino Valley, Arizona  
 \_\_\_\_\_ Department:

The undersigned hereby certifies that (1) all lawful claims for Materials, rental of equipment and labor used in connection with the construction of the above Project, whether by Subcontractor or claimant in person, have been duly discharged; and (2) to the best of undersigned's knowledge, there are not any disputed or unresolved claims of any type for Materials, equipment or labor in connection with this Project.

The undersigned, for the consideration of \$\_\_\_\_\_, as set out in the final pay estimate, as full and complete payment under the terms of the Contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above-described Project. The undersigned further agrees to indemnify and save harmless Town of Chino Valley against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said Chino Valley may suffer arising out of the failure of the undersigned to pay for all labor performance and Materials furnished for the performance of said installation.

Signed and dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Contractor  
 By \_\_\_\_\_

STATE OF ARIZONA        )  
                                       ) ss.  
 County of Yavapai        )

The foregoing instrument was subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My Commission Expires:  
 \_\_\_\_\_

Project Name:  
Project No:  
Contract No:

## **SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-1.01.:

Project Name:  
Project No:  
Contract No:

## TECHNICAL SPECIFICATIONS