



# TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

**PREPARATION DATE:** September 28, 2016  
**MEETING DATE:** October 3, 2016

**SUBMITTING DEPARTMENT:** Parks & Recreation  
**DEPARTMENT DIRECTOR:** Steve Ashworth  
**PRESENTER:** Steve Ashworth

**SUBJECT:** Town Square Lighting 3 year Contract Approval

## STATEMENT/PURPOSE

The purpose of this item is to consider award of bid and approval of contract for the Town Square winter season lighting for a period of three years.

## BACKGROUND/ALTERNATIVES

The project/services was formally bid and advertised, and five local contractors were notified. One bid was received from Boreal Property Management. The bid results were considerably higher than the approved budget and staff's estimate. As a result, the Parks and Recreation Director and the Public Works Director met with the contractor to better understand the bid and identify cost saving opportunities. From the meeting, the following costs are reflected in the attached contract and fall within the anticipated budget:

First Year- Install and Remove Lights @ 21,945.85  
Misc. Cords, Ties, etc. Force Account @ 500.00

Total for First Year = \$22,445.85 (Boreal)

Maint. And Repair On Call-  
Foreman @ 55.00/hr  
Labor @ 50.00/hr  
Lift Truck, Operator and Turf Protection @ 429.00/hr

TOJ Purchase Lights (Silver Creek Bid)  
745 5mm White LED, 70L, at 4" spacing @ 11,201.08  
11 5mm Multi LED, 70L, at 4" spacing @ 157.36

**Total First Year Cost = \$33,804.29**

Second Year- Install and Remove Lights @ 12,325.50  
Misc. Cords, Ties, etc. Force Account @ 250.00

Total for Second Year= \$12,575.50 (Boreal)

TOJ Purchase of Lights Estimate  
20% Replacement @ 2,271.69

**Total Second Year Cost = \$14,847.19**

Third Year- Install and Remove Lights @ 12,325.50

Misc. Cords, Ties, etc. Force Account @ 250.00

Total for Third Year= \$12,575.50 (Boreal)

TOJ Purchase of Lights Estimate

20% Replacement @ 2,271.69

**Total Third Year Cost = \$14,847.19**

**TOTAL THREE YEAR COST WITH BOREAL = \$47,596.85**

**TOTAL THREE YEAR COST FOR MATERIALS WITH TOJ = \$15,901.82**

**(\$63,498.67)**

Note: Parks and Rec. staff will provide daily inspections, and routine maintenance. If repair work is beyond our capability or requires a lift, will Contact Boreal for repair. On call rates are provided above.

Previous Bid Cost was:

*First year- \$35,000*

*Second Year- \$19,000*

*Third Year- \$17,000*

*(\$71,000)*

### ATTACHMENTS

Contract

### FISCAL IMPACT

A budget amount of \$35,000 has been approved in the Department of Public Works FY17 Budget.

### STAFF IMPACT

Parks and Recreation staff will oversee the contract and provide routine inspections and minor repairs on the lights as required. Staff will purchase the lights direct, and supply them to the contractor for installation.

### LEGAL REVIEW

The contract is pending legal review.

### RECOMMENDATION

Parks and Recreation and Public Works recommend the award of bid and approval of contract with Boreal Property Management for Town Square Seasonal Lighting as per the terms, conditions and fees for services outlined in the contract.

### SUGGESTED MOTION

I move to authorize the Mayor to sign a contract with Boreal Property Management for annual Town Square Seasonal Lighting Services for a term of three years as outlined in the contract and not to exceed a total amount of \$47,596.85.

**SECTION I**  
**CONTRACT DOCUMENTS**  
**PROFESSIONAL HOLIDAY LIGHTING**  
**TOWN OF JACKSON**

## **INSTRUCTIONS TO BIDDERS**

### **1. Defined Terms.**

Terms used in these Instructions to Bidders that are defined in the General Conditions have the meanings assigned to them in the General Conditions. Definitions of specific terms used in these Instructions to Bidders are as follows:

- **Owner:** means the Town of Jackson.
- **Bidding Documents:** means and includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to the receipt of Bids).
- **Bidder:** means one who submits a Bid directly to the Owner, as distinct from a *sub*-bidder, who submits a bid to a Bidder.
- **Successful Bidder:** means the lowest, qualified, responsible, and responsive Bidder to whom the Owner (on the basis of the Owner's evaluation of Bids) makes an award.

### **2. Copies of Bidding Documents.**

- 2.1 Complete sets of the Bidding Documents in the number and for the fee as stated in the Advertisement or Invitation may be obtained from the Owner.
- 2.2 Complete sets of Bidding Documents shall be used in preparing bids; the Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 The Owner, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

### **3. Qualifications of Bidders.**

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days of the Owner's request written evidence, such as financial data, previous experience, present commitments, and other such data as may be called for below. Each Bid must contain evidence of Bidder's qualifications to do business in the state of Wyoming or covenant to obtain such qualification prior to award of the contract.

### **4. Examination of Contract Documents and Site.**

- 4.1 It is the responsibility of each Bidder before submitting a Bid to do the following:
  - Examine the Contract Documents thoroughly,

- Visit the various sites to become familiar with the conditions that may affect the cost, progress, performance, or furnishing of the Work,
- Study and carefully correlate Bidder's observations with the Contract Documents, and
- Notify the Owner of all conflicts, errors, or discrepancies in the Contract Documents.

4.2 The lands upon which the Work is to be performed are all property owned by the Owner or public rights-of-way or easements held by the Owner. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor.

4.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and finishing of the Work.

## **5. Interpretations and Addenda.**

5.1 All questions about the meaning or intent of the Contract Documents are to be directed to the Owner. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Owner as having received the Bidding Documents. Questions received fewer than five (5) days prior to the date for the opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Owner.

## **6. Bid Security.**

6.1 Each Bid must be accompanied by Bid Security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions.

6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days of the Notice of Award, Owner may annul the Notice of Award, and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earliest of the seventh (7<sup>th</sup>) day after the "Effective Date of the

Agreement” or the sixty-first (61<sup>st</sup>) day after the Bid Opening, whereupon the Bid Security furnished by such Bidders will be returned. Bid Security with Bids that are not competitive will be returned within twenty one (21) days after the Bid Opening.

**7. Contract Time.**

The dates within which the Work is to be performed are set forth in the Bid Form and the Agreement.

**8. Liquidated Damages.**

Provisions for liquidated damages, if any, are set forth in the Agreement.

**9. Subcontractors, Suppliers, and Others.**

- 9.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material, equipment, and labor) to be submitted to the Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent successful Bidder, and any other Bidder so requested, shall within seven (7) days after the Bid Opening submit to the Owner a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization if requested by the Owner. If, after due investigation, the Owner has reasonable objection to any proposed Subcontractor, Supplier, and other person or organization, the Owner may, before the Notice of Award is issued, request that the apparent Successful Bidder submit an acceptable substitute without an increase in Bid price.

If the apparent Successful Bidder declines to make any such substitution, the Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom the Owner does not make written objection prior to the issuance of the Notice of Award will be deemed acceptable to the Owner, subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

- 9.2 Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization against whom the Contractor has a reasonable objection.

**10. Bid Form.**

- 10.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from the Owner.
- 10.2 All blanks in each Bid Schedule must be completed in ink or by typewriter. The Unit Bid Price and the total price of each item shall be stated in numerals; in case of a conflict, the Unit Bid Price shall take precedence.

- 10.3 Bids by corporations must be executed in the corporate name by the president, vice-president, or other corporate officer with authority to sign (in which case the Bid must be accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 10.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.
- 10.5 All names must be typed or printed below the signature.
- 10.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 10.7 The address and telephone number for communications regarding the Bid must be shown.

**11. Submission of Bids.**

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project Title (and, if applicable, the designated portion of the Project for which the Bid is Submitted) and the name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "Bid Enclosed" on the face of it.

**12. Modification and Withdrawal of Bids.**

- 12.1 Bids may be modified or withdrawn by an appropriate document executed (in the manner in which a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 12.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and Bid Security will be returned. Thereafter that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

**13. Opening of Bids.**

Bids will be opened and (unless obviously non-responsive) read aloud publicly.

**14. Bids to Remain Subject to Acceptance.**

All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid Opening, but the Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

## 15. Award of Contract.

- 15.1 The Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced, or conditional Bids. Also, the Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Town to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. 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.
- 15.2 In evaluating Bids, the Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.
- 15.3 Owner may consider the qualifications and experience of Subcontractor, Suppliers, and other persons and organizations to proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed of incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 15.4 The Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in the accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 15.5 If a contract is to be awarded, it will be awarded to the lowest Bidder of all schedules whose evaluation by the Owner indicates to the Owner that the award will be in the best interest of the Town.
- 15.6 **Bid Alternates** as spelled out here and also on the bid alternate form, this shall be bid out only as an alternate, which means the Town of Jackson reserves the right to accept or reject any and/or all portions from the bid alternates. Please understand that bidding on the bid alternates, is in no way a guarantee the Town will add these items to the contract. The bid alternates serve to give the Town potential options for increased service which they may elect to add or reject said items to the final contract.

## 16. Contract Security.

Paragraph 5.1 of the General Conditions sets forth the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by the required Performance and Payment Bonds.

**17. Signing of Agreement.**

When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least two (2) unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter, the Contractor shall sign and deliver at least two (2) counterparts of the Agreement and attached documents to the Owner. Within ten (10) days thereafter, the Owner shall deliver one (1) fully signed counterpart to the Contractor. Each counterpart is to be accompanied by a set of the Drawings with appropriate identification.

**18. Retainage.**

Provisions concerning retainage, if any and the Contractor's rights to deposit securities in lieu of retainage, if any, are set forth in the Agreement. The contractor shall be required to advise the Town 15 days prior to the start of work, that a deposit program is being requested.

**19. Wyoming Preference.**

- 19.1 In accordance with Wyoming Statute 16-6-106, "preference is hereby given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside the State".
- 19.2 Under the provisions of Wyoming Statute 16-6-101 through 16-6-106, Wyoming contractors shall be given a five percent (5%) preference. To qualify as a Wyoming resident contractor, the contractor shall, on the day of the Bid Opening, appear on the list of "Certified Resident Contractors" maintained by the Commissioner of Labor and Statistics.
- 19.3 Under the provisions of "Wyoming Preference Act of 1971", (as amended 1983), only Wyoming laborers shall be employed on this project, except as provided for under this Act.

**BID AND BID SCHEDULE**

Project Identification : **TOWN OF JACKSON  
TETON COUNTY/JACKSON PARKS AND REC.  
2010 PROFESSIONAL HOLIDAY LIGHTING**

Contract Identification Number :

This Bid is Submitted To : **TETON COUNTY/JACKSON PARKS AND RECREATION  
P.O. BOX 811  
JACKSON, WY 83001**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents.
2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(A) Bidder has examined copies of all the Bidding Documents and the following Addenda (receipt of all of which is hereby acknowledged);

Date	Number

- (B) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work;
  - (C) Bidder has given the Owner written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by the Owner is acceptable to the Bidder.
  - (D) This Bid is genuine and not made in the interest of or on the behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any other person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
3. Bidder will complete the Work for the price(s) in the Bid Schedule that follows:

**TOWN OF JACKSON  
2010 PROFESSIONAL HOLIDAY LIGHTING PROJECT**

**FIRST YEAR - BID SCHEDULE 2016-2017- November 1 thru April 15**

<b><u>BID ITEM</u></b>	<b><u>ITEM DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>TOTAL</u></b>	<b><u>PRICE</u></b>
	Maintenance & repair	per hour, Foreman		\$55.00
		per hour, Labor-		\$50.00
		per hour, Lift Truck		\$429.00
1.	Install and remove lights	LS		<u>\$21,945.85</u>
2.	Misc. cords, ties etc.	Allowance up to		\$500.00
			<b>TOTAL 2016-2016</b>	<b>\$22,445.85</b>

**SECOND YEAR - BID SCHEDULE 2017-2018- November 1 thru April 15**

<b><u>BID ITEM</u></b>	<b><u>ITEM DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>TOTAL</u></b>	<b><u>PRICE</u></b>
1.	Install and remove lights	LS		<u>\$12,325.50</u>
2.	Misc. cords, ties etc.	Allowance up to		\$250.00
			<b>TOTAL 2017-2018</b>	<b>\$12,575.50</b>

**THIRD YEAR - BID SCHEDULE 2018-2019 - November 1 thru April 15**

<b><u>BID ITEM</u></b>	<b><u>ITEM DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>TOTAL</u></b>	<b><u>PRICE</u></b>
1.	Install and remove lights	LS		<u>\$12,325.50</u>
2.	Misc. cords, ties etc.	Allowance up to		\$250.00
			<b>TOTAL 2018-2019</b>	<b>\$12,575.50</b>

**TOTAL ALL YEARS                    \$47,596.85**

4. Term – The term of this Agreement shall be a three-year contract with annual reviews, should all the performance objects be met as spelled out in this agreement on an annual basis. The Town of Jackson will determined solely by May 15<sup>th</sup> annually each year to look back on performance of prior years service and to resign next years portion of the remainder of this three year agreement should both parties agree to continue this agreement. **Prior to the start of each year’s contract, the contractor shall be required to provide the Town with a performance bond.**

The dates of this agreement start:

The first-year from October 15, 2016 and completed in full by October 31, 2017

The second-year November 1, 2017 and be completed in full by October 31, 2018

The third-year November 1, 2018 and be completed in full by October 31, 2019

which ends the third-year of this contact agreement. The holiday lighting shall be installed in the fall but no later than five (5) days prior to Thanksgiving for each year of this agreement and removed by April 15<sup>th</sup> in the spring or as designated by the Town of Jackson. Reasonable notice shall be provided to the CONTRACTOR for light removal.

5. The Owner reserves the right to accept any or reject any or all Bids as it may be deemed to be in his best interest. The Owner reserves the right to waive any informalities or irregularities in the bidding.
6. Maintenance – CONTRACTOR guarantees that at the time of installation all of the lights installed will be in working order. Lighting, cords or other materials used that malfunction or are damaged due to power surges, low voltage problems, or vandalism will be replaced, subject to a service charge for product replacement at retail cost and necessary out-of-pocket expenses incurred on behalf of CONTRACTOR. Lighting, cords or other materials that malfunction for other reasons shall be replaced by CONTRACTOR at no additional cost to Town.
7. The following documents are attached to and made a condition of this Bid:
  - (A) A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.
  - (B) Required Bidders Qualification Statement with supporting data.
  - (C) (Add other documents as pertinent).
7. The terms used in this Bid that are defined in the General Conditions included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on September 14, 2016

**BIDDER:**

Bidder Name: Boreal Property Management

Business address: 8000 South Hwy 89, Jackson WY 83001

Phone No.: 307.730.2510

Contact Name : Kellie Wheeler

**STATEMENT OF QUALIFICATIONS**

- 1. Bidder’s organization has been in existence as a business under its present name and ownership for 11 years.
- 2. Bidder’s organization has had experience in work comparable to that required under this contract for 8 years.
- 3. Bidder refers to the following for references on the aforementioned projects:

	Name	Title	Address
A.	Ray Thurston	Property Owner	1200 Queens Lane Jackson WY 83001
B.	John McQuillan	Property Owner	1400 Queens Lane Jackson WY 83001
C.	John Morgan	Property Owner	875 West Two Rivers Rd. Jackson WY 83001

**AGREEMENT**

THIS AGREEMENT is dated as of the 3 day of October in the year 2016, by and between the Town of Jackson, Wyoming, hereinafter called OWNER, and **Boreal Property Management** hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK**

CONTRACTOR shall complete all WORK as specified or indicated in the contract documents. The work is generally described as follows:

**Install string LED lighting on four elk antler archways and fourteen mature spruce trees no later than Thanksgiving annually for life of this agreement. In addition, the Work shall consist of maintaining the installed lighting systems and the removing the string lighting upon notification by the Town, which is anticipated to occur during the following spring.**

**Article 2. CONTRACT TIME**

2.1 Conduct and Completion of the Work. The Work shall be conducted between and including the dates of :

The first-year from **October 15, 2016 and April 15, 2017**. The work shall be completed and ready for final payment on or before **May 15<sup>th</sup>, 2017**.

Upon review and approval of the previous years work by the Town, the second-year **November**

**1, 2017 and April 18, 2018** the work shall be completed and ready for final payment on or before **May 15<sup>th</sup>, 2018**.

Upon review and approval of the previous years work by the Town, the third-year **November 1, 2018 and April 15, 2019** the work shall be completed and ready for final payment on or before **May 15<sup>th</sup>, 2019**.

- 2.2 The Owner reserves the right to accept any or reject any or all Bids as it may be deemed to be in his best interest. The Owner reserves the right to waive any informalities or irregularities in the bidding.
- 2.3 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially completed on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Hundred dollars, (\$100.00), for each day that expires after the time specified in paragraph 2.1 for substantial completion until the Work is substantially complete.

### **Article 3. CONTRACT PRICE**

OWNER shall pay CONTRACTOR for performance of the work in accordance with the Contract Documents in current funds as follows:

The actual quantities as measured in the field at the contract unit price per the attached BID SCHEDULE.

### **Article 4. PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment, together with Town of Jackson Vouchers. Applications for Payment will be processed by Public Works Director.

- 4.1 **Final Payment.** Upon final completion and acceptance of the Work in accordance with this contract, the OWNER shall pay the remainder of the Contract Price.

### **Article 5. CONTRACTOR'S REPRESENTATIONS**

- 5.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 5.2 CONTRACTOR has given the OWNER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by the OWNER is acceptable to CONTRACTOR.

### **Article 6. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 6.1 This Agreement.
- 6.2 Exhibits to this Agreement.
- 6.3 General Conditions (by reference).
- 6.4 Supplementary Conditions.
- 6.5 CONTRACTOR’S Bid.
- 6.6 Contract Bid Schedule.
- 6.7 Any Modification, including Change Orders, duly delivered after execution of the Agreement.
- 6.8 There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended, or repealed by means of a Modification (as defined in Section 1 of the General Conditions).

**Article 7. MISCELLANEOUS**

- 7.1 Terms used in this Agreement that are defined in the General Conditions shall have the meanings indicated in the General Conditions, except that for the purposes of this project, wherever the term *Engineer* is encountered in the General Conditions it shall mean and be construed as meaning *Owner*.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically by, without limitation, monies that may become due and monies which are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.3 OWNER and CONTRACTOR each binds itself, their partner, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**Article 8. OTHER PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

**THIS AGREEMENT WILL BE EFFECTIVE ON \_\_\_\_\_.**

**OWNER:**

**TOWN OF JACKSON, WYOMING**

ATTEST:

BY:

NAME: \_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_

ITS \_\_\_\_\_

ADDRESS:

BOX 1687

JACKSON, WY 83001

**CORPORATE SEAL**

**CONTRACTOR:**

ATTEST:

BY:

NAME: \_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_

ITS \_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

**CORPORATE SEAL**