



## TOWN OF ELIZABETH

MICHAEL DEVOL, PUBLIC WORKS DIRECTOR

**TO:** Mayor, Mayor Pro-Tem, and Town Board of Trustees  
**FROM:** Mike DeVol, Town of Elizabeth Public Works Director  
**DATE:** February 11, 2025  
**SUBJECT:** SUN VALLEY CONTRACTORS LLC 25R11

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Madam Mayor, Mayor Pro-Tem and Board of Trustees,

Public Works would like to present to the board the bid proposal submitted by SUN VALLEY CONTRACTORS LLC. The following bid would ensure that all electrical requirements and installation requirements are met and completed by or before May 23<sup>rd</sup>, 2025, well ahead of the final completion date for the project on June 1<sup>st</sup>, 2025 for the Main Street Streetscape Project.

All parties responsible will be satisfied with all requirements set out by any terms required through any grants or other funding sources as well.

Public Works recommends the approval of Resolution 25R for Bid and contract approval with Sun Valley Contractors LLC, for electrical installation and requirements for the Main Street Streetscape Project.

Regards,

Mike DeVol  
Town of Elizabeth  
Public Works Director  
303-913-6453  
mdevol@townofelizabeth.org

**RESOLUTION 25R11**

**A RESOLUTION AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE A TRADE CONTRACTOR AGREEMENT WITH SUN VALLEY CONTRACTORS, LLC, FOR ELECTRICAL WORK ASSOCIATED WITH THE INSTALLATION OF STREET LIGHTS ON MAIN STREET**

WHEREAS, the Town of Elizabeth is under contract with Triple M for work associated with the Main Street Streetscape Project; and

WHEREAS, the Town of Elizabeth, has entered into an agreement with CORE Electric Cooperative to underground electrical lines located on South Main Street in Elizabeth; and

WHEREAS, a third-party is required to complete the electrical installation between CORE Electric’s transmission lines and the service lines to the street lights.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

SECTION 1. The Board of Trustees hereby authorizes the Town Administrator to execute an Trade Contractor Agreement with Sun Valley Contractors, LLC for the establishment of electrical lines to the street lights on Main Street.

PASSED, APPROVED, and ADOPTED this 11th day of February 2025, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against.

\_\_\_\_\_  
Angela Ternus, Mayor

ATTEST:

\_\_\_\_\_  
Michelle M. Oeser, Town Clerk

## TRADE CONTRACTOR AGREEMENT

**THIS AGREEMENT IS MADE ON THE 11th day of February 2025 BETWEEN THE TOWN OF ELIZABETH, COLORADO (THE “TOWN”) AND SUN VALLEY CONTRACTORS LLC. (“Contractor”), 5475 HWY 86, UNIT #3, ELIZABETH, COLORADO 80107.**

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the Town and Contractor agree as follows:

Section 1. Scope of Work. Contractor shall perform all work in accordance with **Exhibit A**, which is attached hereto and incorporated by this reference, including furnishing all supervision, labor, equipment, and materials therefore (the “Project”). Work shall begin within 10 business days of the signed contract by both parties.

Section 2. Contract Documents. The Contract Documents, which comprise the entire agreement and contract between the Town and Contractor, consist of this Agreement and Exhibit A; any special conditions measurement and payment technical specifications and drawings; and any modifications, change orders or other such revisions properly authorized after the execution of this Agreement.

Section 3. Agreement Price. The Town has appropriated the money necessary to fund this project. The Town shall pay the Trade Contractor in current funds for the performance of the work, subject to any additions and deletions, by written change order, the total sum not to exceed ONE HUNDRED SIXTY-FIVE THOUSAND NINE HUNDRED AND TWENTY DOLLARS AND ZERO CENTS (\$165,920.00) (the “Original Contract Amount”). Notwithstanding anything to the contrary contained in this Agreement, no change order or other form of directive by the Town requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement, to exceed the amount appropriated for the Original Contract Amount, unless the Trade Contractor is given written assurance by the Town that lawful appropriations have been made by the Town to cover the cost of the additional work.

Section 4. Times and Methods of Payment.

a. The Town shall make all payments due and owing under this Trade Contract shall be made as follows: one half (50%) shall be due and owing within three (3) days of the parties’ execution of this agreement. The remaining one-half (50%), and any other outstanding amounts arising from any change orders shall be paid in full upon completion of the project. If the Town objects to any invoices submitted by Contractor, the Town will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice.

b. If the Town fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days written notice to the Town, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

Section 5. Retainage. There shall be no retainage of funds due and owing if the project is completed in full. In the event any materials or supplies are unavailable, subject to backorder, or otherwise unavailable to complete the project, an amount equal to the value of the materials and supplies, plus labor shall be withheld until final acceptance and completion.

Section 6. Final Payment. The Town shall make final payment to the Contractor when the Project is complete and finally accepted by the Town, which final acceptance shall occur at the conclusion of the warranty period.

Section 7. Probationary and Final Acceptance. Probationary acceptance of the Project shall follow inspection and approval of Contractor's performance by the Town, along with inspection by appropriate governmental officials pursuant to local, state and federal requirements, if necessary. The Town shall have the right and authority to determine the acceptability of the Contractor's performance for conformity with this Agreement, which determination shall be conclusive and binding upon Contractor. Upon such a determination, the Town shall accept the Project on a probationary basis. Final acceptance by the Town shall then occur upon the termination of the Warranty Period and the completion of punch list items, if any. Final acceptance shall be subject to the provisions of this Contract and Colo. Rev. Stat. Section 38-26-107, as amended, and in no manner affects or releases any warranties or guarantees with Contractor or manufacturers of Project equipment.

The Project, when presented to the Town for final acceptance, shall be delivered free from any and all claims or encumbrances whether then in existence or later established by law, statute, ordinance or otherwise. No claim or encumbrance against the Project or the Project site shall be outstanding or otherwise unsettled at the time of final acceptance. The right to assert any claim or encumbrance against the Project, after final acceptance by the Town and final payment to Contractor, is hereby waived by Contractor on behalf of itself and any subcontractor, laborer, materialman, equipment supplier, manufacturer or other person.

Section 8. Commencement and Completion of Performance. The services called for shall commence as soon as practical and end no later than May 23<sup>rd</sup>, 2025, AND WITH FINAL APPROVAL OF EITHER THE TOWN ADMISTRATOR OR PUBLIC WORKS DIRECTOR. In the event Contractor fails to commence work within this time period, the Town may take over the work and prosecute the same to completion. The date of beginning and the time

for completion of the work are essential conditions of this Agreement. Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed by and between the Town and Contractor that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed. If Contractor shall fail to complete the work within the contract time, or extension of time granted by the Town, then Contractor shall pay to the Town the amount of liquidated damages and not as penalty the sum of FIVE HUNDRED DOLLARS AND ZERO CENTS (\$500.00) for each calendar day that Contractor shall be in default after MAY 23<sup>RD</sup>, 2025.

Contractor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and Contractor has promptly given written notice of such delay to the Town:

- a. to any preference, priority or allocation order duly issued by the Town; and
- b. to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to, unforeseen conditions, acts of God or of the public enemy, acts of the Town, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

#### Section 9. Termination.

a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided, that no such termination may be affected unless the other party is given:

- i. not less than ten (10) calendar days written notice of intent to terminate, and
- ii. an opportunity for consultation with the terminating party prior to termination.

b. This Agreement may be terminated in whole or in part in writing by the Town for its convenience.

c. Upon receipt of a termination action pursuant to paragraphs a. and b. above,

Contractor shall promptly discontinue all services affected (unless the notice directs otherwise) and the Town may take over the work and prosecute the same to completion by agreement with another party or otherwise.

Section 10. Taxes, Licenses, Permits and Regulations. In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary for completion of the Project, paying all fees therefor unless otherwise specified by the Town. The Town shall assist Contractor to determine which licenses and permits are required for completion of the Project.

The Town is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the Town is exempt shall not be included in the Agreement Price. The Town shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an exemption certificate and purchase the materials tax free. Pursuant to C.R.S. §39-26-114(1)(a)(XIX), Contractor and subcontractors shall be liable to the State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the performance of work on the Project and, particularly, in complying with those laws concerning the environment, workers' compensation, safety and health, state labor and materials, and equal employment opportunity.

Section 11. Insurance.

The Trade Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands, and other obligations assumed by the Trade Contractor pursuant to Section 1 above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Trade Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

The Trade Contractor shall obtain and maintain during the life of this Contract and shall cause any subcontractor to obtain and maintain during the life of this Contract the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Trade Contractor pursuant to Section 1 above. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of the work under this contract, and Employers Liability Insurance with minimum limits of five hundred, thousand dollars (\$500,000) each accident, five hundred, thousand dollars (\$500,000) disease-policy limit, and five hundred, thousand dollars (\$500,000) disease-each employee.

General Public Liability Insurance to be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than one million, five hundred, thousand dollars (\$1,500,000) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident and not less than one million, five hundred, thousand dollars (\$1,500,000) for all damages arising out of injury to, or destruction of property, including the Town's property during the policy period.

The General Public Liability Insurance policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

Protective Liability and Property Damage insurance covering the liability of the Town, including any employee, officer or agent of the Town with respect to all operations under the Contract by the Trade Contractor or his sub-contractors shall be obtained and maintained during the life of the contract. The limits of the Town's Protective Liability Policy, to be provided by the Trade Contractor, as described in this Section 2, shall be increased to the same limits as described above for the Trade Contractor's General Public Liability Insurance.

Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of the Trade Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Trade Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Trade Contractor providing services to the Town under this contract.

All Insurance Policies and Certificates of Insurance issued for this project shall name as additional insured(s), the Town, whether private or governmental, the Town's officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies),

or entity(ies) deemed necessary by the Town. The Trade Contractor shall be solely responsible for any deductible losses under any policy required herein.

The insurance provided by the Trade Contractor shall be primary to insurance carried by the Town, the Engineer, and all other additional insureds, and the principal defense of any claims resulting from the Trade Contractor's obligations under the Contract shall rest with the Trade Contractor's Insurer.

The certificate of insurance provided by the Trade Contractor shall be completed by the Trade Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the contract. No other form of certificate shall be used. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The completed certificate of insurance shall be sent to:

Michelle Oeser  
Town of Elizabeth  
Box 159  
151 South Banner Street  
Elizabeth, Colorado 80107

Failure on the part of the Trade Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this contract, or at its discretion the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by the Trade Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to the Trade Contractor from the Town.

The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

Section 12. Warranties and Guarantees. Contractor hereby represents, warrants and guarantees to the Town all workmanship, equipment and materials on or made a part of the Project

and its structures for a period of two (2) years from and after the date of probationary acceptance of the work by the Town as provided by this Agreement.

Section 13. Indemnification. Contractor shall indemnify, defend and hold the Town, its agents, employees, engineers, and attorneys harmless from and against all claims, damages, judgments, losses and expenses of every nature, including reasonable attorney fees, arising at any time out of any act or omission of Contractor, its employees, subcontractors and their employees, and all other persons directly or indirectly involved in or performing work for Contractor on the Project.

Section 14. Subcontractors. All contracts between Contractor and subcontractors shall conform explicitly to all applicable provisions of this Agreement. Contractor shall require any subcontractors to provide the Town with a certificate of insurance which provides insurance coverage as provided by Section 11 of this Agreement. The certificate of insurance shall name the Town as an additional insured and provide that the policy shall not be terminated without ten (10) days written notice to the Town. In all events, Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such subcontractors. Upon receipt of progress and final payments from the Town, Contractor shall disburse the same immediately to subcontractors without any requirement of the Town to supervise the same. The Town may, but shall not be obligated to, require Contractor to furnish lien waivers for the work performed or materials furnished by subcontractors or materialmen prior to payment of progress payments or final payment. No contractual relationship shall exist between the Town and any subcontractor because of the subletting of any part of the Project work.

Section 15. Change Order. There shall be no increase in price or change in the scope of work described herein without a written change order issued by the Town along with the Town's written assurance that lawful appropriations have been made by the Town to cover the cost of any additional work or materials described in the change order.

Section 16. Work Rules.

a. Contractor shall perform all work hereunder in keeping with the rules and regulations that the Town may promulgate at any time for the safe, orderly, and efficient conduct of all operations.

b. The Town shall have the right to require of Contractor the immediate removal from the Project of any employee of Contractor or of his subcontractors who, in the discretion of the Town, is not qualified to perform the work assigned to him, is guilty of improper conduct, or is not working in harmony with the other trades.

c. Nothing contained in this Agreement shall constitute Contractor as being an

employee of the Town, nor shall any employment relationship between the Town and Contractor be created by the terms hereof.

d. Contractor is responsible for the safety of any of its materials, tools, possessions, and rented items stored on the job site and for protection of the Project and shall hold the Town and its authorized representatives harmless from any damage or loss incurred thereto.

e. Contractor shall promptly pay in full for any and all damage caused to the Project site by Contractor or by any subcontractor or other person or entity of any nature furnishing materials, equipment, machinery, supplies, labor, skilled services, or instruments for whose actions Contractor is responsible hereunder.

f. No material, equipment, tools, supplies, or instruments other than those belonging to or leased by Contractor will be removed from the Project site by Contractor without the prior written approval of the Town.

g. Contractor agrees to report immediately to the Town, in writing, any and all property damage and/or personal injury that occurs on the Project site during the course of Contractor's performance.

Section 17. Assignment. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the Town. The terms of this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

Section 18. Amendment. This Agreement may be amended from time to time by agreement between the parties hereto. No amendment, modification, or alteration of this Agreement shall be binding upon the parties hereto unless the same is in writing and approved by the duly authorized representatives of each party hereto.

Section 19. Severability. If any term, section, or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

Section 20. Waiver. No waiver by either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

Section 21. Remedies. None of the remedies provided to either party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to

which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable by any appropriate action, petition or proceeding at law or in equity. In addition to any other remedies provided by law, this Agreement shall be specifically enforceable by either party. This Agreement shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts.

Section 22. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

Section 23. Entirety. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings, or agreements pertaining to such matters are merged into, and are superseded by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

TOWN OF ELIZABETH, COLORADO

By: \_\_\_\_\_  
Patrick Davidson, Town Administrator

ATTEST:

\_\_\_\_\_  
Michelle M. Oeser, Town Clerk

CONTRACTOR

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as the  
\_\_\_\_\_ of \_\_\_\_\_.

My commission expires: \_\_\_\_\_

(S E A L)

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

**Sun Valley Contractors LLC.**  
**Lic#0102400**

1/27/25

Re: Elizabeth Main Street Roadway and Drainage Improvements  
Bid Date- 1/27/25

Sun Valley Contractors LLC. appreciates the opportunity to provide you with the following proposal for the **Elizabeth Main Street Roadway and Drainage Improvements Project**. We look forward to a long-term mutually beneficial relationship. We understand that you expect a high level of quality, and you can rest assured that we will live up to your expectations. We look forward to working with you soon.

Sincerely,



MATT WEBER  
PRESIDENT



5475 Hwy. 86 Unit #3  
Elizabeth, CO 80107-7451  
Office: 303.646.6339 Ext. 203  
Email: [matt@sv-contractors.com](mailto:matt@sv-contractors.com)

**Sun Valley Contractors LLC.  
Lic#0102400**

**Elizabeth Main Street Roadway and Drainage Improvements  
Scope of Work  
1/27/25**

General

Sun Valley Contractors hereby proposes to furnish labor & materials as specified below in accordance with the recognized drawings & specifications listed below.

Documents Recognized

- Drawing Package Dated 6/28/2024

Warranty

All labor and materials provided and installed by Sun Valley Contractors will be warranted for (1) year.

**Items Included:**

General

- Project Supervision
- Project Coordination
- Safety Documentation

**Project Specific**

- Provide and install electrical equipment per recognized project drawings:
  - (3) 100amp totally enclosed meter pedestals (10-12 week lead time)
- Assemble and install (28)owner-provided pole lights on bases installed by others
- Provide and install (2) WR GFCI receptacle with in-use cover on each pole
- Provide and install (35) 11"x17" polymer handholes with cover per recognized drawings (assuming conduits are already stubbed up at locations)
- Provide and Install underground feeder wiring-CORE Transformer to new pedestal at (3) locations
- Provide and install branch circuit wiring in existing underground raceways per recognized project documents

\*\*SVC is not responsible for underground work previously installed by others.  
Inspections/repairs/uncovering by others\*\*

**Sun Valley Contractors LLC.**  
**Lic#0102400**

**Exclusions:**

- Procurement/Installation of Utility Transformers
- Procurement/Installation of Light Pole Bases
- Procurement/Installation of underground lighting conduits- by others
- Excavation/Backfill
- Surveys
- Traffic Control
- Engineering of any type
- Site services (dumpsters, restrooms, fencing)
- Installation of In-Line Devices
- Concrete/asphalt work of any type including core drilling
- Patching/painting
- Permit Fees
- Utility Fees
- Dumpsters/site services
- Prevailing Wage
- Nighttime/Afterhours Work
- Taxes
- Bonding (@1.5%)

**Pricing:**

**Phase 1**

**\$78,500.00 Seventy-Eight Thousand Five Hundred Dollars**

**Phase 2**

**\$20,800.00 Twenty Thousand Eight Hundred Dollars**

**Phase 3**

**\$66,620.00 Sixty-Six Thousand Six Hundred Twenty Dollars**

**Sun Valley Contractors LLC.**  
**Lic#0102400**

Conditions

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1. This proposal is valid for 30 days. The date of this quotation is 1/27/2025
2. This quote is a lump sum price. The total projected price is **\$165,920.00**
3. Invoice terms are standard monthly progressive billing. Unpaid balances are charged interest at the rate of 1.5% per month.
4. Customer will provide access to all areas where necessary during normal business hours (7:00 AM - 5:00 PM) unless other arrangements are made. If access is not available when previously agreed upon, there may be additional charges for lost time.
5. Labor in this quote does not include evening, weekend or holiday work. Any work requested, by the Customer, to be performed after 5:00 PM weekdays or on Sundays will be charged at 1.5 times the normal rate. Any such work performed on holidays will be charged at two times the normal rate.
6. All work will be performed in strict accordance with all applicable building codes. The Customer will inform Sun Valley Contractors of any unusual code or building circumstances of which he/she is aware.
7. All material / equipment is subject to delivery depending on manufacturer's stock availability.
8. Without a 48-hour notice to Sun Valley Contractors, delays outside of the control of Sun Valley Contractors that affect the schedule, may result in additional charges in the form of overtime and mobilization/staging time, and/or may result in a delayed completion date.
9. Cancellation policy: If the Customer cancels the project after authorization has been received by Sun Valley Contractors shipping charges and restocking fees will be charged to the Customer for all product which has already been shipped from its origin to Sun Valley Contractors or to the project site. Sun Valley Contractors will attempt to cancel any outstanding orders for this project when notified of the cancellation. In addition, all mobilization and staging labor costs, incurred by Sun Valley Contractors prior to the cancellation will be charged to the Customer.
10. The product warranty covers only materials provided and installed by Sun Valley Contractors.
11. Confidentiality: This proposal, including the scope of work and the pricing information, is confidential and proprietary. It is for use by your organization only and shall not be disclosed to others outside of your organization without express written permission from Sun Valley Contractors.

Customer Proposal Acceptance

Customer accepts the terms and conditions as presented in this lump sum proposal and authorizes Sun Valley Contractors to perform the work as described herein.

Authorized acceptance signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Purchase order number: \_\_\_\_\_

Requested start date: \_\_\_\_\_