

REQUEST FOR BIDS

Sealed bids will be received by the Logan City Purchasing Agent at City Hall, 290 North 100 West, Logan UT, 8431 until 2:00 p.m., June 8, 2017 for:

North Valley Landfill (NVL) Perimeter Fence 14200 Stink Creek Road Clarkston, UT Materials and installation as per attached specifications

The Purchasing Agent shall have possession of the bids at the designated time. Any bid in route, either in the mail or at other locations in the city, will not be considered timely and will be returned unopened.

Bid opening will be held at 2:00 p.m. on the above date at: Logan City Hall, 290 North 100 West, Logan, Utah.

A Bid Bond, certified check or cashier's check for 5% of bid, payable to City of Logan, must accompany each bid. Upon awarding of the bid, a Payment Bond and a Performance Bond will be required for 100% of bid.

Questions regarding bid, please contact: Tyler Richards at tyler.richards@loganutah.org or (435) 716-9756.

A pre-bid site tour will be held Monday, June 5, 2017 at 11:00 a.m. at the North Valley Landfill, 14200 North Stink Creek Road, Clarkston Utah. Attendance at the pre-bid meeting is recommended for all bidders.

The right is reserved by the City of Logan to reject any or all bids.

Dated this May 26, 2017.

Lori Mathys Purchasing Agent

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LOGAN ENVIRONMENTAL DEPARTMENT NORTH VALLEY LANDFILL (NVL) PERIMETER FENCE PROJECT AT 14200 NORTH STINK CREEK ROAD

INSTRUCTIONS TO BIDDERS

LOCATION and SCOPE OF WORK

The project is located at 14200 Stink Creek Road, Clarkston, UT, see included Drawings. This project contains four (4) items; Field Fence, Field Fence through sagebrush, 6 ft Chain link Fence, and Cantilever Sliding Gates. The attached Drawings show the locations and lengths of each item.

MEASUREMENT AND PAYMENT

Item No_1: Install Field Fence: The unit price to be paid for this item shall be considered compensation in full for all labor, materials, and equipment necessary to place the Field Fence as shown on Drawings. Owner to provide survey and stakeout of fence alignment. This item shall be paid on a linear foot basis.

Item No 2: Install Field Fence Through Brush: The unit price to be paid for this item shall be considered compensation in full for all labor, materials, and equipment necessary to place the Field Fence Though Brush as shown on Drawings including clearing of the fence alignment. Owner to provide survey and stakeout of fence alignment. This item shall be paid on a linear foot basis.

Item No_3: Install 6 ft. Chain Link Fence: The unit price to be paid for this item shall be considered compensation in full for all labor, materials, and equipment necessary to place the 6 ft. Chain Link Fence as shown on Drawings. Owner to provide survey and stakeout of fence alignment. This item shall be paid on a linear foot basis.

Item No<u>4</u>: Install Cantilever Sliding Gates: The unit price to be paid for this item shall be considered compensation in full for all labor, materials, and equipment necessary to install Cantilever Sliding Gates. Verify gate location with Owner. This item shall be paid on a lump sum basis.

It is the responsibility of the Contractor to verify and identify any utility conflicts and coordinate with the utility operator to have the conflict resolved.

Project to be completed by August 1, 2017.

PRICE GUARANTEE

Submitted bid prices will be valid for thirty (30) days unless otherwise indicated.

WARRANTY

The provider is required to expressly warrant that all items covered by this solicitation are free of defect and will conform to its description, and in every detail, to these specifications. All items shall be of good, merchantable quality and fit for the purpose for which they are provided. Warranty provisions may be a determining factor in awarding bid. Bidder is to provide with bid a detailed explanation of warranty of equipment being bid.

REFERENCES

A written list of names and current addresses of up to three (3) similar projects may be requested before final bid award.

BID SELECTION

Low bid will not necessarily be used as a sole source for awarding of the bid. Conformance to specifications, performance measurements, references, past experience and other information that might be obtained during the evaluation process will also be taken into consideration when awarding the bid.

QUESTIONS

Questions regarding bid, please contact: Tyler Richards at tyler.richards@loganutah.org or (435) 716-9756. Questions and answers will be posted at http://www.loganutah.org/bid_detail_T11_R65.php.

The right is reserved by the City of Logan to reject any or all bids.

BID SCHEDULE

| PRO. | IFCT: |
|------|--------|
| PKU. | 11-(.1 |

NORTH VALLEY LANDFILL (NVL), Perimeter Fence

NOTE: Bidder agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices. Bid prices shall include sales tax and all other applicable taxes and fees.

| ITEM | | | | UNIT | ITEM |
|------|---|------|----------|-------|-------|
| NO. | DESCRIPTION | UNIT | QUANTITY | PRICE | PRICE |
| 1 | Field Fence | 1f | 2,360 | | |
| 2 | Field Fence Through Brush | 1f | 5,380 | | |
| 3 | 6 ft Chain Link Fence with Barbwire Top | 1f | 2,560 | | |
| | Install Cantilever Sliding Gate(s) 24 ft Gate | | | | |
| 4 | Opening | 1s | 1 | | |

| | Total Bid: \$ |
|---|---|
| I have enclosed the required Bid Bond or cashier's and Bond Requirements. | check and have read Exhibit A - Insurance |
| Company | _ |
| Contact | _ |
| Signature | _ |
| Earliest start time after Notice to Proceed | _ days |
| Time required for job completion | days |

SPECIFICATIONS

STANDARD SPECIFICATIONS

Utah Department of Transportation 2017 Standard Specifications For Road and Bridge Construction

STANDARD DRAWINGS

Utah Department of Transportation 2017 Standard Drawings For Road and Bridge Construction

Utah Department of Transportation's Standard Drawings and Specifications can be downloaded from their website at the following location:

http://www.udot.utah.gov/main/f?p=100:pg:0:::1:T,V:4867,

CHAIN LINK FENCE

Utah Department of Transportation Standard Drawing No. FG 6, Twisted & Barbed Selvage With Tension Wire Type IV, Top with Barbed wire and Arm

Utah Department of Transportation Standard Specification Section 02821

SPECIAL PROVISIONS

Section 02821 Chain Link Fence and Gates

This specification changes a portion Utah Department of Transportation 2017 Standard Specifications Section 02821. All other provisions of the Section remain in full force and effect.

Add Sections 1.5, 2.5 (D), and 3.3

1.5 SUBMITTALS

- A. Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, gates, and schedule of components.
- B. Product Data: Submit data on fabric, posts, accessories, fittings and hardware.
- C. Shop Drawings should indicate compatibility with gate opener.

2.5 GATES

- D. Cantilever Sliding Gates:
 - 1. Fabricate gate leaf frames and tracks of aluminum conforming to ASTM B429/B429M alloy 6063-T6 or as required to meet performance requirements of ASTM F1184 and specified performance requirements.
 - 2. Frame Members: Minimum 2 inches 0.91 lb/ft aluminum tubing welded assembly forming rigid, one piece unit.
 - 3. Install fabric securely stretched and held in center of tubing.
 - 4. Brace cantilever overhang frames with 3/8 inch brace rods. For gate leaf sizes greater than 23 feet, fabricate with additional lateral support rail welded adjacent to top and bottom horizontal rails.
 - 5. Provide minimum overhang for each leaf opening size as follows:

| Opening | Overhang |
|-----------------|----------|
| Up to 10'-0" | 6'-6'' |
| 10'-0" -14'-0" | 7'-6'" |
| 14'-1" -22'-0" | 10'-0" |
| 22'-1" - 30'-0" | 12'-0" |

- 6. Track: Combined, integral track and rail.
- 7. Rail: Aluminum extrusion; minimum total weight of 3.72 lb/ft; designed to withstand reaction load of 2,000 lbs.
- 8. Roller Track Assembly: Two swivel type, zinc, die cast trucks having four, sealed lubricant ball bearing wheels minimum 2 inches diameter by 9/16 inches width designed for same reaction load as rail. Provide two side-rolling wheels for each gate leaf to maintain alignment of truck in track.
- 9. Fasten trucks to post brackets by minimum 7/8 inch diameter, 1/2 inch shank ball bolts.

- 10. Provide galvanized steel guide wheel assemblies consisting of two rubber wheels of minimum 4 inch diameter with oil-impregnated bearings for each supporting post.
- 11. Attach guide wheel assembly to post so bottom horizontal member rolls between wheels and permitting adjustment to maintain plumb gate frames and proper alignment.
- 12. Gate must be compatible with electric gate opener. (Gate Opener to be installed in the future.)

E. Gate Hardware:

- 1. Hinges: Pressed steel or malleable iron to suit gate size, non-lift-off type, offset to permit 180 degree gate opening. Provide minimum of one pair of hinges for each leaf.
- 2. Latch: Forked steel type or plunger-bar steel type to permit operation from either side of gate. Provide locking device and padlock eye as integral part of latch.
- 3. Keeper: Provide keeper for all vehicle gates which automatically engages the gate leaf and holds it in the open position until manually released.
- 4. Gate Stops: Mushroom type or flush plate with anchors set in concrete to engage the center drop rod or plunger bar.
- 5. Sliding Gates: Manufacturer's standard heavy-duty track, ball-bearing hanger sheaves, overhead framing and supports, guides, stays, bracing, steel wheel or rubber wheel, and accessories as required.

3.3 GATE INSTALATION

A. Install gates plumb, level, and secure for full opening without interference. Install ground-set items in concrete for anchorage as recommended by the fence manufacturer. Adjust hardware for smooth operation.

FIELD FENCE

Utah Department of Transportation Standard Drawing No. FG 2A, AND FG 2B, Type A

Utah Department of Transportation Standard Specification Section 02822

EXHIBIT A

CITY OF LOGAN INSURANCE AND BOND REQUIREMENTS

FOR: North Valley Landfill (NVL) Perimeter Fence

The Contracting party shall procure and maintain for the duration of the contract insurance and bonds against claims or liability which arises out of or in connection with the performance of the work hereunder by the Contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance and bonds shall be included in the Contracting party's bid or proposal.

A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits not less than:

- 1. **GENERAL LIABILITY**: \$1,000,000 combined single limit per occurrence, personal injury and property damage, \$2,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO 1993 or better) to include Products Comp/OP aggregate of \$2,000,000. Limits to apply to this project individually.
- 2. **PROFESSIONAL LIABILITY:** Not applicable to this project.
- 3. **AUTOMOBILE LIABILITY**: \$2,000,000 per occurrence. "Any Auto" coverage is required.
- 4. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY**: Workers' Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.
- 5. **PAYMENT and PERFORMANCE BONDS:** Contracting party shall provide payment and performance bonds in a form acceptable to the City and in the full amount of the contract.

B. <u>DEDUCTIBLES AND SELF-INSURED RETENTIONS</u>

Any deductibles or self-insured retention exceeding 5% of the policy limits must be declared to and approved by Logan City. At the option of Logan City, either (1) the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Logan City, its officers, officials and employees; or (2) the Contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to promptly disclose to Logan City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. <u>OTHER INSURANCE PROVISIONS</u>

The policies are to contain, or be endorsed to contain, the following provisions:

- I. General Liability and Automobile Liability Coverages
 - A. <u>Logan City</u>, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the Contracting party; premises owned, leased, hired or borrowed by the Contracting party. The coverage shall contain no special limitations on the scope of protection afforded to Logan City, its officers, officials, employees or volunteers.
 - B. The Contracting party's insurance coverage shall be a primary insurance as respects to Logan City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Logan City, its officers, officials, employees or volunteers shall be in excess of the Contracting party's insurance and shall not contribute with it.
 - C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Logan City, its officers, officials, employees or volunteers.
 - D. The Contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

E. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with an A. M. Best rating of not less than A-: IX, and in the limits as listed in this document, unless approved by the City's Risk Manager, or his designee, a minimum of five (5) business days prior to bid or proposal deadline.

F. <u>VERIFICATION OF COVERAGE</u>

Contracting party shall furnish Logan City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms acceptable to Logan City before work commences. Logan City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS

Contracting party shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CONTRACT FOR CONSTRUCTION

| This Contract is by and between The City of Logan (hereinaf | ter called the OWNER) and |
|--|--|
| | CONTRACTOR, in consideration of the mutual covenants |
| hereinafter set forth, agree as follows: | , |
| ARTICLE 1 – THE PROJECT | |
| 1.01 The Project for which the Work under the Contract Do | ocuments shall apply is generally described as follows: |
| North Valley Landfill (NVL) Perimeter Fence at 1420 | 0 North Stink Creek Road. |
| ARTICLE 2 – WORK | |
| 2.01 CONTRACTOR shall complete all Work as specified | or indicated in the Contract Documents for completion of |
| the project. | |
| ARTICLE 3 – ENGINEER | |
| | ontract Documents, shall be the CITY ENGINEER, or his |
| appointed representative. | |
| ARTICLE 4 – CONTRACT TIMES | |
| 4.01 Time of the Essence: | |
| | Completion, and completion and readiness for final payment |
| as stated in the Contract Documents are of the esse | nce of the Contract. |
| 4.02 Dates for Substantial Completion and Final Payment: | |
| A. The Work will be substantially completed on or be | |
| payment in accordance with the General Condition | 18. |
| 4.03 Liquidated Damages: | in Salar and a salar American Laboratory and the OWNIED will |
| | e is 6 the elected this Agreement and the OWNER will it is a stirr and the owner will a stirr and the owner will be stirred to the o |
| | ithin he time pecified in paragraph 4.02, plus any neval Conditions. The parties also recognize that it will |
| | ch C VNER will sustain in the event of or by reason of the |
| | proof, WNER and CONTRACTOR agree that as |
| | ONTRACTOR shall pay OWNER \$50.00 for each day |
| that expires after the specified time in particular 4 | |
| | ion, if CONTRACTOR shall neglect, refuse, or fail to |
| complete the remaining Work within the contract | time or any proper extension thereof granted by OWNER, |
| CONTRACTOR shall pay OW No. 50 00 for ea | ich day that expires after the time specified in paragraph |
| | ment until the Work is completed and ready for final |
| payment. It is further agreed that the amount stipu | |
| | sustained by OWNER, and CONTRACTOR agrees to pay |
| | ase the liquidated damages are not paid, CONTRACTOR |
| | of from any money due or that may become due to |
| | ise under the Agreement, or if said amount is not sufficient, |
| recover the total amount. | <i>y</i> |
| ARTICLE 5 – CONTRACT PRICE | |
| 5.01 OWNER shall pay CONTRACTOR FOR COMPLET | ION OF THE Work in accordance with the Contract |
| | m of the amounts determined pursuant to paragraph 5.01.A |
| below: | |
| A. For all Work, the sum of: | |
| | \$ |
| (use words) | (use figures) |
| ARTICLE 6 – PAYMENT PROCEDURES | · · · · |
| 6.01 Submittal and Processing of Payments: | |
| A. CONTRACTOR shall submit Applications of Paym | ent in accordance with the General Conditions. |
| Applications for Payment will be processed by ENGIN | EER as provided in the General Conditions. |
| 6.02 Progress Payments; Retainage: | |
| A. OWNER shall make progress payments on account of | of the Contract Price on the basis of CONTRACTOR's |
| | rmance of the Work as provided in paragraphs 6.02.A.1 and |
| 6.02.A.2 below. All such payments will be measured by | the Schedule of Values established in the General |
| Conditions (and in the case of Unit Price Work based or | the number of units completed) or in the event there is no |

Schedule of Values, as provided in the General Requirements:

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with the General Conditions:
 - a. The OWNER will pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate submitted by the CONTRACTOR and verified by the ENGINEER, including any approved Change Orders, but will not hold retainage.
- 2. Upon Substantial Completion of the project, the OWNER will pay to 95 percent of the revised contract amount including any approved Change Orders.

6.03 Final Payment

A. When all items on any generated 'Punch' or Completion List have been completed, the OWNER will pay the remaining 5 percent of the revised contract amount within 30 days of notification to the OWNER in writing by the CONTRACTOR that all items have been completed. The OWNER shall verify that all items have been completed before final payment is made.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in the General Conditions shall bear interest at the same rate that OWNER's funds accrue interest in the State's treasury account.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Agreement, CONTRAC OR makes the following representations:
 - A. CONTRACTOR has examined and carefully studied the Contract Designments and the other related data identified in the Bidding Documents.
 - B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect the cost, progress, and performance of the Work.
 - C. CONTRACTOR is familiar with and is satisfied a to at federal state, and local Laws and Regulations that may affect cost, progress, and performance of the local laws and Regulations that
 - D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Undo ground Facilities) which have been identified in the Supplementary Conditions as provided to the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, as the Site which is identified in the Supplementary Conditions as provided in the General Conditions.
 - E. CONTRACTOR has obtained inc. refully studied (or assumes responsibility for having done so) all additional or supplementary exa niration, investigations, explorations, tests, studies, and data concerning conditions (surface, substrface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of the obstruction to be employed by CONTRACTOR, including applying the specific means methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
 - F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
 - J. CONTRACTOR agrees to register and participate in the Status Verification System to verify the work eligibility status of the CONTRACTOR's new employees that are employed in the state as set forth in Utah Code Section 63G-11-103. Each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified through the Status

Verification system the employment status of each new employee of the respective contractor or subcontractor.

K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions of performance and furnishing of the work.

ARTICLE 9 – CONTRACT DOCUMENTS

- 9.01 Contents:
 - A. The Contract Documents consist of the following:
 - 1. Instructions to Bidders
 - 2. Bid Bond
 - 3. This Agreement
 - 4. Performance Bond
 - 5. Payment Bond
 - 6. General Conditions, Document 007200 of the APWA Manual of Standard Specifications, 2007 Edition, as modified herein.
 - 7. Special Provisions
 - 8. Utah Department of Transportation 2017 Standard Specifications and Drawings for Road and Bridge Construction.
 - 9. City of Logan Standards and Specifications, including Standard Plans
 - 10. Construction Plans
 - 11. Addenda (numbers to inclusive
 - 12. Insurance and Bond Requirements
 - 13. Exhibits to this Agreement (enumerated as follow):
 - a. Proposal
 - b. Bid Schedule
 - c. Schedule of Values (for Lump S n B.d)
 - d. Measurement and Paymen
 - e. Schedule of Project Complet.
 - f. Contractor Qualification Form
 - g. Certificate of Insur. . approved by OWNER's Risk Management Division
 - 14. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice of Award
 - b. Notice to Proceed
 - c. Written Amendments
 - d. Change Orders
 - e. Field staers
 - B. There are no Contract Docume at other than those listed above in this Article 9.
 - C. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms:

Terms used in this Agreement will have the meanings indicated in the General Conditions

10.02 Assignment of Contract:

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that 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.

10.03 Successors and Assigns:

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party thereto, its partners, successors assign and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

- 10.04 Termination for OWNER's Convenience:
 - A. Upon ten (10) days' written notice to Contractor, Owner may, without cause and without prejudice to any

other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any payment amounts or work items):

- 1. completed and acceptable Work executed prior to the effective date of termination, in accordance with the payment provisions of the Contract Documents; provided, however, that no completed work items shall be paid on a cost-plus basis;
- 2. reasonable expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work or unacceptable Work (but only those portions of the unacceptable Work that are acceptable and Contractor shall not be entitled to any compensation for any portions of the Work which are unacceptable), plus fair and reasonable sums for overhead and profit on such expenses; provided, however, that Contractor shall not be entitled to additional compensation for Work items paid under subparagraph 10.04 A.1. above;
- 3. costs incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; provided, however, that Contractor shall not be entitled to additional compensation for Work items paid under subparagraphs 10.04 A.1. and 2. above; and
- 4. reasonable expenses directly attributable to termination; provided, however, that Contractor shall not be entitled to additional compensation for Work items paid under subparagraphs 10.04 A. 1., 2. and 3. above
- B. Contractor shall not be paid on account of loss of anticipated programme or other economic loss arising out of or resulting from such termination. Termination under this abbraragraph 10.04 shall not entitle Contractor to compensation on a cost-plus basis except for a ms paid under Subparagraph 10.04 A. 2. above.
- C. This Article 10.04 shall amend the General Conditions, Locumer 007200 referenced in Article 9.01 A. 6. by replacing the "Termination for Owner's Convenience" lause on an in 15.2 F. therein.
- 10.05 Severability:

Any provision or part of the Contract Documer, sheld to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision of part thereof with a valid and enforced accrows ion that comes as close as possible to expressing the intention of the stricken provision.

10.06 Guarantee Period

The CONTRACTOR agrees to in oc. if v and save harmless the OWNER from any and all defects appearing or developing in the workmanship or motion performed or furnished under the Contract for a period of **one** (1) **year** after the date of the written notice from the Engineer recommending final acceptance of the entire project by the OWNER.

IN WITNESS WHEREOF, OWNER and CONTRACTOR 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 or on their behalf.

This Agreement will be effective on

| OWNER: | CONTRACTOR: |
|------------------------------------|-----------------------------|
| CITY OF LOGAN | |
| By: Attest: | By: Attest: |
| Attest:Address for giving notices: | Address for giving notices: |
| | |

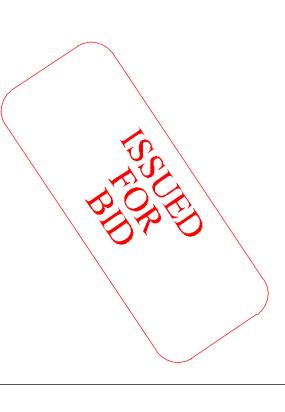
END OF DOCUMENT



| 1 | SHEET # |
|-------------|------------|
| TITLE SHEET | SHEET NAME |

S

FENCING PLAN FENCE DETAILS



SHEET

 $\frac{SITE\ VICINITY\ MAP}{(1"=2500")}$

REFERENCE:
ADAPTED FROM MAP
PROVIDED BY CLIENT.

SITE LOCATION MAP

| MARK | | | | | |
|-------------|---------|---------|--|--|--|
| DATE | 5/19/17 | 5/25/17 | | | |
| DESCRIPTION | DRAFT | BID | | | |

| | | | $\overline{}$ | Н | Н | | ч | | | | | | | Ī |
|-----------------------------|-------------|------------|---------------|--------------|-----------|--------------------------------------|--------------|--------|-------------|---------|---------|--|--|---|
| NVLF | SHEET TITLE | COPYRIGHT: | CHECKED BY: | DESIGNED BY: | DRAWN BY: | CAD DWG FILE: | PROJECT NO.: | ISSUE: | MARK | | | | | |
| - PH 1 | TITLE | | BY: // | | | | | | DATE | 5/19/17 | 5/25/17 | | | |
| NVLF - PH 1 PERIMETER FENCE | | IGES 2017 | | BDM | JAH | 00386 \ 015 \ CELL 1 \ DWG \ LINER \ | 00386-015 | | DESCRIPTION | DRAFT | BID | | | |

15 of 17

153 North 1400 West Logan, Utah 84321 (435) 716-9755

ENVIRONMENTAL DEPARTMENT

UNITED IN

CONSULTANTS

4153 South Commerce Drive Salt Lake City, Ltan 84107 (801)270—9400 Fax: (801)270—9401

PROPERTY BOUNDARY



00386-015 00386\015\CELL 1\DWG\LINER\ JAH

DRAFT DRAFT

6' CHAIN LINK FENCE WITH BARB WIRE AND ARM (~2,560 FT)

UDOT ROW
TYPE A FENCE
THROUGH BRUSH
(~5,380 FT)

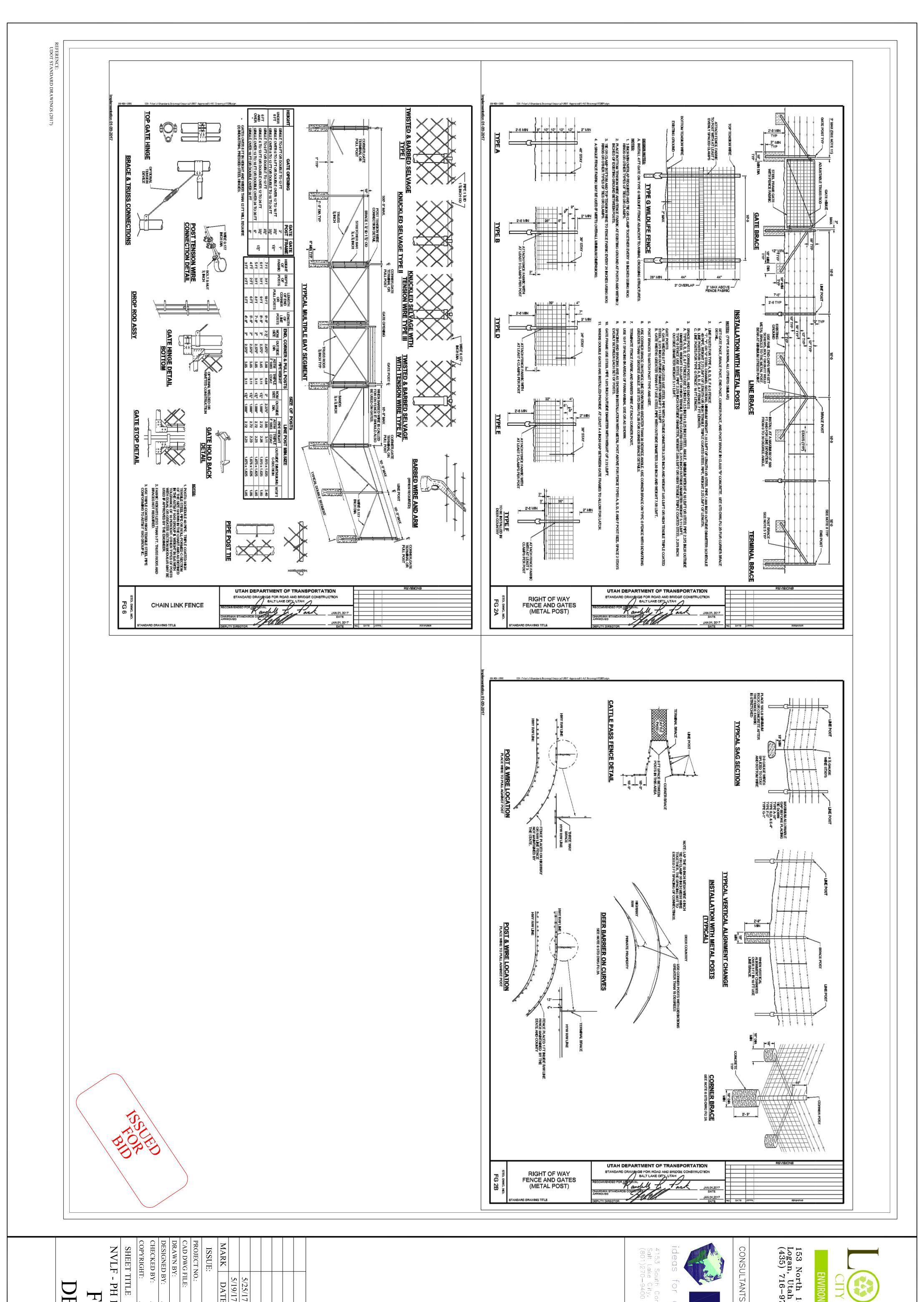
UDOT ROW TYPE A FENCE (~2,360 FT)

PROPERTY BOUNDARY

DESCRIPTION

16 of 17

UNITED



FENCE

NVLF - PH 1 PERIMETER FENCE

00386-015 00386\015\CELL JAH Ī 2017

5/25/17 5/19/17

DRAFT DRAFT

DATE

DESCRIPTION

4153 South Commerce Drive Salt Lake City, Utah 84107 (801)270—9400 Fax: (801)270—9401

153 North 1400 West Logan, Utah 84321 (435) 716-9755

UNITED z SE RVIC