

Sealed bids will be received by the Logan City Purchasing Agent at City Hall, 290 North 100 West, Logan, UT 84321 until 5:00 p.m., July 27, 2017 for:

**HEAVY DUTY TRUCK SCALES AT THE NORTH VALLEY LANDFILL (NVL)
FURNISH AND INSTALLATION
As per specifications**

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

The bids shall be addressed to the Logan City Purchasing Agent and shall be identified as “Bid for **North Valley Landfill Truck Scales**” on the exterior envelope.

Questions regarding specifications should be directed to Tyler Richards, Environmental Engineer EIT, at tyler.richards@loganutah.org. All questions must be submitted by 12:00 p.m., July 25, 2017. Answers will be posted at http://www.loganutah.org/bid_detail_T11_R86.php.

All bids become the property of the City; any proprietary information contained in the bids must be clearly marked and delineated. The City of Logan may use or release any information contained in the bids that is not clearly marked and delineated.

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

Dated this July 12, 2017.

Lori Mathys
Purchasing Agent

HEAVY DUTY TRUCK SCALES AT THE NORTH VALLEY LANDFILL (NVL)

The award from this RFB is expected to result in a contract for the purchase and installation of an 11' X 70' portable heavy duty truck scale (with guide rails) to be installed at the North Valley Landfill located in Clarkston Utah. Work is to include the installation of foundations and concrete approach slabs on each end of the scale. Scale shall have a comprehensive lightning protection system.

This RFB is designed to provide interested Suppliers with sufficient basic information to submit bids meeting minimum requirements, but is not intended to limit a bid's content or exclude any relevant or essential data.

The following specifications are for a low profile, fully electronic heavy duty truck scale with a steel deck design.

Bidders shall respond to each statement of the specification sheet with a "yes" or "no" answer as to whether the product will be supplied **exactly** as specified. **If "no" is answered, explain precisely the deviation from the specifications.** Please state situations where your equipment surpasses the requirements with specific explanations, as well.

Delivery of Nonconforming Equipment

The City reserves the right to reject any item covered by this solicitation for failure to conform to the enclosed specifications. Logan City further reserves the option to cancel any bid, in part, or in its entirety, within fifteen (15) days following acceptance of delivery due to the discovery of any nonconformance with bid specifications.

Equipment offered shall be new, unused and same as manufacturer's standard production models of the latest design in current production unless specified by Logan City. Equipment, as bid, must have been in production for a period of at least five (5) years.

The design of the mechanical members shall be such that the stress imposed through normal shock loads at maximum engine torque shall not cause rupture or permanent deformation or undue wear on any member.

References

Logan City **may, at its option**, require bidders to provide a written list of names and current addresses of up to five (5) users of the same make and model equipment as bid. Failure to supply the City with said reference list may render the bid non-responsive. References may be a determining factor in bid award.

Purchasing Additional Units

Logan City may, at its option, request to purchase additional units using this bid within 36-months from the date of the bid. Reasonable price adjustments will be allowed if agreed upon by both the City of Logan Fleet Manager and the vendor. Other state and local government agencies may also use this bid to purchase like equipment with the permission of the vendor.

Bid Selection

Low bid will not necessarily be used as a sole source for awarding of the bid. 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.

Risk of Loss

Title to the equipment shall at all times be and remain with the provider and provider shall bear the entire risk of loss, damage, destruction or theft of the equipment, until such time as the City shall accept delivery. "Time of acceptance" is defined as the time immediately following initial City inspection at time of delivery, except that City shall assume responsibility and bear the risk of ownership, only to the extent of the City's negligence during the fifteen (15) day discovery period.

Preparation of Bids

All bids must be submitted on the forms provided with this solicitation. Failure to use prescribed forms may result in the disqualification of provider's bid. The bidder shall also provide a detailed quotation sheet and complete specifications and descriptive literature for the equipment bid. The bidder may attach extra sheets, if needed, for any variations or explanations.

Delivery

The time allowed for delivery is an important element of this bid document. The City reserves the right to give preference to the earliest delivery date specified. Bids not stating a firm delivery date may be judged non-responsive. The City may, at its option, require the successful bidder to document and verify its stated delivery date. Vehicles and equipment provided by successful bidder shall be delivered F.O.B., North Valley Landfill, together with all documents and other items specified.

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. This warranty is in addition to the stated warranty and service guarantee specified by the provider in Technical Specifications of this solicitation. 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.

Additional Information and Guidelines

It is impossible for Logan City to know of all options available on equipment put out to bid. Available options can have an effect on the awarding of the bid. It is the responsibility of the bidder to supply a list of all options that are available for the make and model of the equipment that is being offered on the bid. It is also important to attach a price for each option that is being included, if the option is not included in the base bid price. If the option is included the bidder will mark the option with the word INCLUDED. It is also important to include and even highlight any performance measures, options or other information the bidder may want to bring to the attention of Logan City to assist in the decision process. Bidder is to respond to each item on the bid sheet with Yes only if the product being bid meets the description exactly as described. If it does not meet the description, the bidder is to mark No. Then in the column to the right explain what is being offered, if in the bidders opinion it exceeds what is being asked for. It is recommended that the bidder attach extra sheets if needed. The bidder is to highlight any information to be brought to the attention of those evaluating the bid.

PRICE SHEET

HEAVY DUTY TRUCK SCALES

Complete as per specifications

July 27, 2017

Unit Price: \$ _____

Manufacturer/Model _____

Delivery Date, FOB North Valley Landfill _____

Company Name

Address

Telephone and Email Address

Printed Name of Authorized Representative

Signature of Authorized Representative

NORTH VALLEY LANDFILL HEAVY DUTY SCALE SPECIFICATIONS

The truck scales furnished under this proposal shall be the manufacturer's latest model and design. Any additions, deletions, or variations from the following specifications must be noted. It is also required that the bidder will furnish descriptive literature with specifications and options pertaining to the model being bid. Any additional specifications or information necessary to qualify the equipment may also be furnished. If more than one brand or model is bid, bidder may copy this bid sheet and submit sheets for each brand or model.

Bidder shall respond to each statement of the specification sheet with a "yes" or "no" answer as to whether the product will be supplied exactly as specified. If "no" is answered, explain precisely the deviation from the specifications. Please state situations where your equipment surpasses the requirements with specific explanations, as well.

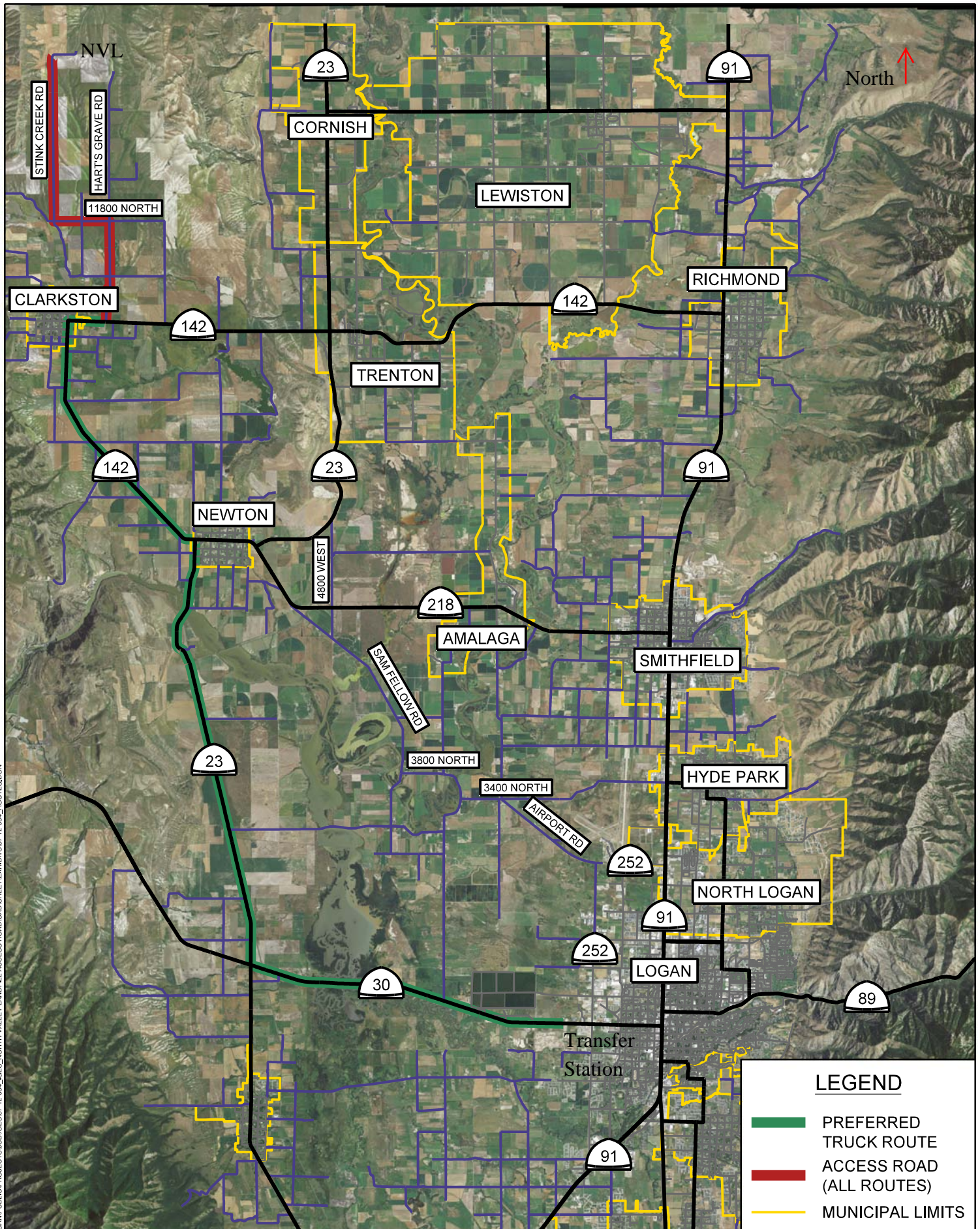
FORM MUST BE FILLED OUT COMPLETELY FOR BID TO BE VALID

Item	Minimum Requirements	Yes	No	If no, indicate alternative to be supplied. If equipment surpasses requirements, indicate in detail below. Attach separate sheets if needed.
SECTION 1.0 - TRUCK SCALE WEIGHBRIDGE DESIGN				
1.1	The truck scale must be NTEP Certified and meets the requirements set forth by the NIST Handbook 44 for Class IIIL devices. A current copy of the Certificate of Conformance (COC) must be submitted with bid.			
1.2	The weighbridge shall be low profile and provide an unobstructed weighing surface of nominally 70' long by 11' wide.			
1.3	The truck scale shall have a full-scale capacity rating of 135 Tons (270,000 lbs) with a displayed resolution of 200,000 x 20 lbs. This is in accordance with the NIST, Class IIIL device requirement for 10,000 division devices.			
1.4	The scale weighbridge shall be designed with a concentrated load capacity (CLC) and dual tandem axle (DTA) rating of 45 tons as defined by NIST. When a 45 ton CLC/DTA load is applied at mid-span on a module, the maximum bending stress in the steel deck will not exceed 20,000 PSI and the weighbridge deflection will not cause the scale to exceed the allowable accuracy tolerance as specified by NIST in Handbook 44.			
1.5	The scale is to be a fully electronic design, no mechanical lever systems will be considered.			
1.6	The truck scale weighbridge shall be an orthotropic design structure with a minimum 1/4" thick checkered steel deck plate. No bent or formed steel structural components are used in the weighbridge design.			
1.7	No field assembly or welding on the scale weighbridge will be allowed.			
1.8	The weighbridge shall be factory painted and cured. Field painting other than touch up painting of damaged surfaces will not be allowed.			
1.9	The weighbridge shall be equipped with bolt-on safety guiderail mounting plates and guide rails.			
1.10	The scale shall be an Avery Weigh-Tronix model BMS-HD heavy duty truck scale or approved equal.			
SECTION 2.0 - WEIGH BAR SENSORS AND JUNCTION BOXES				
2.1	The weigh bars shall have a 200% overload safety factor.			
2.2	The weigh bars and scale deck suspension components shall be accessed from the top of the scale deck through removable steel access covers.			
2.3	All scale deck weigh bar wire runs shall be routed through dedicated conduits within the scale weighbridge. There are to be no loose or unprotected wires.			

Item	Minimum Requirements	Yes	No	If no, indicate alternative to be supplied. If equipment surpasses requirements, indicate in detail below. Attach separate sheets if needed.
2.4	The scale junction boxes shall be constructed of stainless steel and have a NEMA 4X rating.			
2.5	Strain gauges shall be sealed against moisture and corrosive elements. In addition, surge voltage and lightning protection shall be provided as standard for additional protection of the scale Weigh Bars, junction boxes and other electronic components.			
2.6	The weigh bars or load cells shall be warranted a full 5-years against failure of all types, including lightning or surge voltage.			
SECTION 3.0 - DIGITAL INSTRUMENTATION SPECIFICATIONS				
3.1	Digital instrument shall be an NTEP approved model which meets all requirements for NTEP CC# 96-140, NIST, CSA, UL and FCC Class A as listed in NIST handbook 44 for Class III and III-L devices.			
3.2	Digital instrument must be housed in an all stainless steel, IP69K enclosure.			
3.3	The digital instrument shall be fully programmable and configurable to meet the needs of the application.			
3.4	The digital instrument shall be equipped with an illuminated display.			
3.5	The digital instrument shall include standard surge voltage protection.			
3.6	The digital instrument shall have the capability of receiving custom programs and configurations as needed.			
3.7	The weight indicator shall have a real-time clock with battery backup feature.			
3.8	The digital instrument shall be warranted by the manufacturer for a full 3 years from the date of installation.			
3.9	The scale instrument shall be an Avery Weigh-Tronix ZM 305 digital truck scale weigh indicator or approved equal.			
SECTION 4.0 - SCALE FOUNDATION REQUIREMENTS				
4.1	The foundation shall meet all local requirements and the minimum specification as stated in this section.			
4.2	The minimum soil bearing required shall be 2,500 pounds per square foot (psf).			
4.3	The foundation shall extend the full length and width of the scale platform.			
4.4	The foundation shall provide a minimum of 3 inches of clearance to the weighbridge along the length of the scale.			
4.5	The foundation shall be constructed to provide positive drainage away from its center.			
4.6	The foundation must be higher than the surrounding grade to promote drainage away from the scale.			
4.7	The foundation shall be poured and constructed of concrete with a minimum strength of 4,000 psi at a 28-day cure with 5 to 7% air entrainment. Contractor to provide independent testing to verify.			
4.8	The foundation shall be reinforced in all load-bearing areas.			
4.9	The foundation shall be designed to include an approach on each end of the scale in accordance with local regulations and the guidelines of NIST HB-44.			

Item	Minimum Requirements	Yes	No	If no, indicate alternative to be supplied. If equipment surpasses requirements, indicate in detail below. Attach separate sheets if needed.
SECTION 5.0 - PROJECT LOCATION				
5.1	Exhibit A is provided to show location of and preferred truck route to the North Valley Landfill.			
SECTION 6.0 - INSURANCE AND CONTRACT				
6.1	Bidder agrees to provide proof of required insurance as shown on Exhibit B.			
6.2	Bidder agrees to contract as shown on Exhibit C.			
SECTION 7.0 - MISCELLANEOUS				
7.1	Bidder agrees to furnish any operation and maintenance manuals before final payment will be made.			
7.2	ADDITIONAL FEATURES PROVIDED - Provide description and costs for each. Use a separate sheet if necessary.			

EXHIBIT A - PREFERRED TRUCK ROUTE



LEGEND

- PREFERRED TRUCK ROUTE
- ACCESS ROAD (ALL ROUTES)
- MUNICIPAL LIMITS

Plot Date: 11/18/2017 11:18:00 AM Plotted By: Samuel Powell
 Date Created: 3/27/2013 11:18:00 AM J:\LOGAN\PROJECTS\JUB\LOGS\57-12-034_IDS\NORTH VALLEY LANDFILL_ACCESS ROAD\CAD\SHEET\EXHIBITS\57-12-034_ROUTES.DGN

REUSE OF DRAWINGS
 THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, INC. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, INC.

FILE: 57-12-034_ROUTES
JUB PROJ. #57-12-034
DRAWN BY: SRP
DESIGN BY: SRP
CHECKED BY: JCP
LAST UPDATED: 1/18/2017



NORTH VALLEY LANDFILL LOGAN CITY ENVIRONMENTAL

PREFERRED TRUCK ROUTE

8 of 16

SHEET

1

NO.	REVISION DESCRIPTION	BY	DATE

EXHIBIT B
CITY OF LOGAN
INSURANCE AND BOND REQUIREMENTS

FOR: Furnish and Installation of Heavy Duty Truck Scales at North Valley Landfill

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. TYPES AND MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits not less than:

1. **GENERAL LIABILITY:** \$2,000,000 combined single limit per occurrence, personal injury and property damage, \$3,000,000 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. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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 ACCIDENT, INJURY, OR DAMAGE

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. OTHER INSURANCE PROVISIONS

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

- I. General Liability and Automobile Liability Coverages

A. Logan City, 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 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. VERIFICATION OF COVERAGE

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.

EXHIBIT C

CONTRACT FOR CONSTRUCTION

This Contract is by and between The City of Logan (hereinafter called the OWNER) and _____ (hereinafter called CONTRACTOR). 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 Documents shall apply is generally described as follows:

Furnish and Installation of Heavy Duty Truck Scales at North Valley Landfill

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

- 3.01 The ENGINEER, unless otherwise indicated in the Contract Documents, shall be the CITY ENGINEER, or his appointed representative.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time of the Essence:

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 Dates for Substantial Completion and Final Payment:

- A. The Work will be substantially completed on or before October 1, 2017 and completed and ready for final payment in accordance with the General Conditions.

- 4.03 Liquidated Damages:

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize that it will be impracticable to determine actual damages which OWNER will sustain in the event of or by reason of the delay. 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 \$0.00 for each day that expires after the specified time in paragraph 4.02 for substantial completion until the Work is substantially complete. After substantial completion, 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 OWNER \$0.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for the final payment until the Work is completed and ready for final payment. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by OWNER, and CONTRACTOR agrees to pay such liquidated damages as herein

provided. In case the liquidated damages are not paid, CONTRACTOR agrees that OWNER may deduct the amount thereof from any money due or that may become due to CONTRACTOR by progress payments or otherwise under the Agreement, or if said amount is not sufficient, recover the total amount.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR FOR COMPLETION OF THE Work in accordance with the Contract Documents an amount in current funds equal to the sum 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 Payment in accordance with the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage:

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on a each month during performance 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 on 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 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, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents 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 as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- 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 Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which is identified in the Supplementary Conditions as provided in the General Conditions..
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, 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 construction 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, and 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. Request for Bids
 2. This Agreement
 3. Performance Bond
 4. Payment Bond
 5. General Conditions, Document 007200 of the APWA Manual of Standard Specifications, 2007 Edition, as modified herein.
 6. Special Provisions
 7. APWA Manual of Standard Specifications, including Standard Plans
 8. City of Logan Standards and Specifications, including Standard Plans
 9. Addenda (numbers _____ to _____ inclusive)
 10. Insurance and Bond Requirements
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Proposal
 - b. Certificate of Insurance, approved by OWNER's Risk Management Division
 12. The following which may be delivered, 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 Orders
- B. There are no Contract Documents 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 profits or revenue or other economic loss arising out of or resulting from such termination. Termination under this Subparagraph 10.04 shall not entitle Contractor to compensation on a cost-plus basis except for items paid under Subparagraph 10.04 A. 2. above.

C. This Article 10.04 shall amend the General Conditions, Document 007200 referenced in Article 9.01 A. 6. by replacing the "Termination for Owner's Convenience" clause contain in 15.2 F. therein.

10.05 Severability:

Any provision or part of the Contract Documents held 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 enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.06 Guarantee Period

The CONTRACTOR agrees to indemnify and save harmless the OWNER from any and all defects appearing or developing in the workmanship or materials 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.

10.07 Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly caused this Agreement to be executed on their respective behalves.

This Agreement will be effective on _____.

OWNER:

CONTRACTOR:

City of Logan

By: _____

By: _____

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

290 North 100 West

Logan UT 84321

END OF DOCUMENT