



Ben McAdams
Salt Lake County Mayor

Lori Bays
Deputy Mayor &
Chief Administrative Officer

State Homeless Coordinating Committee
Utah Department of Workforce Services
Division of Housing and Community Development (HCD)
140 East 300 South
Salt Lake City, Utah
ATTN: Jonathan Hardy, Director HCD

August 8th, 2016

To Whom It May Concern:

I am writing to indicate my support for the spending proposal produced by Midvale City (attached). The spending proposal will fund infrastructure and facility improvements as well as investments in public safety. I believe that this request is in the spirit of *HB 436, Housing and Homeless Reform Initiative* and represents a responsible investment of state funds. The \$337,000 will go a long way towards meeting the needs of facility and residents of the shelter and surrounding community.

I recommend that you approve the request at your next meeting. If you have any questions, please reach out to Patrick Reimherr (preimherr@slco.org).

Sincerely,

A handwritten signature in blue ink that reads 'Ben McAdams'.

Mayor Ben McAdams



7505 S. Holden Street
Midvale, Utah 84047
Phone (801) 567-7200
Fax (801) 567-0518
TTY 711

August 3, 2016

Patrick Reimherr
Director of Government Relations & Senior Advisor
Salt Lake County Government

Subject: SHCC Request

Dear Mr. Reimherr,

The City of Midvale respectfully requests consideration of the following financial requests in support of necessary improvements to, and around, the Midvale Family Shelter as well as funding to cover the full cost of the UPD Resource Officer. In our estimation, the resource officer has been an instrumental resource to not only the City but to the clients and staff of The Road Home. Also, to clarify the email string, reconstruction of 9th Avenue to include curb, gutter, sidewalk, paving and street lighting will be completed with the \$500,000 in previously allocated funds.

New funding requests include:

- Part time UPD crime victim advocate housed in the shelter - \$35,000 per year
- 9th Avenue Trax pedestrian crossing - \$110,000.
- Full cost for UPD Resource Officer - \$104,000 per year (\$52,000 was allocated last year to cover the first six months of full time shelter operation)
- Playground fence for the Shelter - \$6,000.
- Perimeter security fencing for the Shelter - \$11,000.
- Playground remodel and shade structures for the Shelter - \$71,000.

If you have any questions regarding these requests, or need further clarification, please do not hesitate to contact me at 801-567-7214.

Sincerely,

Phillip Hill
Assistant City Manager/Director, CD

cc: Mayor JoAnn B. Seghini
Kane Loader, City Manager
Dave Spataphore



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Kane Loader, City Manager
Dave Spataphore





LANDSCAPE ARCHITECTURAL DESIGN AGREEMENT

Project: Midvale Family Center (The Road Home)
C/O: NJRA Architects

Thank you for choosing In-Site Design Group for your landscape architectural design needs. After review of the available information, we have determined that the cost for additional services for this project will be \$3,850.00 and includes the following:

- Initial meeting with Tim and James on-site to review the existing site and discuss options for removing rock, relocating some plantings and installing new lawn and new sprinklers.
Provide new landscape design including removal of existing rock, installation of new lawn areas, topsoil and sprinkler system. General notes will be included to relocate some of the existing plants to the North and West side of the building.
Provide initial cost estimate for shade sails for the east lawn area as well as a shade structure/canopy over the existing playground. The design will include design intent details for the shade sails and a shade canopy over the existing playground.
Prepare landscape details for sod and sprinklers as necessary.
Prepare sod, soil and irrigation specs in Word format as necessary.
Submit plans to NJRA for review and approval.
Attend up to (1) review meeting to review construction plans if necessary.
Revise plans based on Owner feedback as necessary.
CM/CA services shall include the following:
- Submittal review.
- Answer contractors questions during bidding.
- (1) site visit at pre-construction meeting and (1) substantial visit/inspection.
- Prepare and submit a punchlist of items for the contractor's correction.

Payment terms and other general conditions will be the same as the original contract. This additional work will be done to the same standard as mentioned in the original contract. We appreciate this opportunity to provide these services for you and look forward to continuing our work on this project together. We can begin work once this proposal is signed and returned via fax or email.

Feel free to call me if you have any questions regarding this proposal.

Submitted By:
IN-SITE DESIGN GROUP LLC

Cory Whiting
Cory Whiting - RLA, ASLA
Registered Landscape Architect/Owner

Accepted By:
NJRA Architects

Selvam Rajavelu, President

Date



July 29, 2016

Matthew M. Minkevitch
Executive Director
The Road Home
999 South Main Street
Salt Lake City, Utah 84111

Subject: A/E Design Services for landscape work and shade sails at the Road Home Midvale Shelter

Dear Matt,

We are pleased to submit this fee proposal for A/E Design Services for additional design work at the Road Home Midvale Shelter. Tim Jessop, project manager at NJRA and Cory Whiting, Landscape Architect, met with James Woolf on Friday, July 29th to review the scope of work. We have attached the fee proposal we received from Cory Whiting. We are anticipating a few meetings with Midvale City for design review and approval.

Landscape Architect's Fee	\$3,850
NJRA Architects Fee	\$1,500
Total Fee	\$5,350

Shade Sail Option

Tim also mentioned that James Woolf requested to explore shade sail options along the east side fence (along the property line) and at the play area. Shade sails require steel column support with concrete footing. We need to hire structural engineer to review and stamp the footing design. We also need to prepare a site plan indicating the support location and details for the sail to get permit from Midvale City. We have indicated anticipated fees below:

Structural Engineer's Fee	\$1,500
NJRA Architects Fee	\$1,500
Total Fee	\$3,000

We are proposing a total fee of **\$8,350** for the landscape design work and for the shade sails. Please call me if you have questions. Thanks.

Sincerely,

Selvam Rajavelu, AIA
President



Midvale Family Center (The Road Home)

100-	LANDSCAPE	Quantity	Unit	Unit Costs		Total
001-	REMOVE GRAVEL AND HAUL OFF-SITE	2,985	SF	\$ 1.25	\$	3,731.25
002-	REMOVE SHRUBS AND REPLANT AND INSTALL NEW DRIP IRRIGATION	53	E.A.	\$ 45.00	\$	2,385.00
003-	TURF AND FINE LEVELING	2,985	SF	\$ 0.55	\$	1,641.75
004-	TOPSOIL FOR LAWN AREAS (80%)	28	C.Y.	\$ 38.00	\$	1,064.00
005-	LAWN SOIL AMENDMENT AREAS-SOIL PEP (10%)	4	C.Y.	\$ 71.00	\$	284.00
006-	LAWN SOIL AMENDMENT AREAS-UTELITE (10%)	4	C.Y.	\$ 73.00	\$	292.00
007-	CONCRETE WORK	1	L.S.	\$ 300.00	\$	300.00
008-	12' TRIANGLALR SHADE SAIL INCLUDING FOOTINGS & INSTALLATION	3	E.A.	\$ 10,200.00	\$	30,600.00
009-	30' X 30' PLAYGROUND SHADE CANOPY	1	E.A.	\$ 25,820.00	\$	25,820.00
010-	IRRIGATION SYSTEM FOR NEW LAWN AREAS	2,985	SF	\$ 1.00	\$	2,985.00
011-	MISC ITEMS INCLUDING CLEANING, ETC.	1	L.S.	\$ 1,200.00	\$	1,200.00
<i>Landscape. Sub-Total</i>						\$ 64,186.75

<i>Construction Estimate</i>	\$ 64,186.75
<i>10% Contingency</i>	\$ 6,418.68
<i>Total Estimated Bond</i>	\$ 70,605.43
<i>Actual Bond Amount</i>	\$ 70,700.00

NOTE: ALL QUANTITIES ARE PRELIMINARY AND WILL BE SUBJECT TO REVISION WITH FINAL APPROVED DRAWINGS AND SPECIFICATIONS. PRICING IS BASED ON 2016 PRICING AND WILL BE SUBJECT TO CHANGE IF BUILT IN 2017 OR BEYOND. GENERAL CONTRACTOR FEES, MANAGEMENT FEES, DESIGN AND ENGINEERING FEES, PLAYGROUND FENCING, ETC. ARE NOT INCLUDED.



To
THE ROAD HOME
529 W 9TH AVE
MIDVALE, UTAH 84047

Site
THE ROAD HOME
529 W 9TH AVE
MIDVALE, UT 84047

Date 3/8/2016

playground
bid 3

Attn. JAMES WOOLF

Ref. # sq-55431

Phone (801) 596-1231

Job (801) 596-1231

Fax (801) 359-4178

Phone

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

Hello James,

Thanks for the opportunity to earn your business. Please review the following proposal and let me know if you have any questions.

We propose to furnish, deliver, and install the following subject to the terms noted below:

- Installation of new surface mounted fence posts as needed
- Installation of new aluminum fence panels as needed
- Installation of new swing gates to allow a service truck to access the rear of the building
- Installation of a new pedestrian gate

We then will perform our Standard Quality Assurance & Safety Check to insure proper operation of the complete fence system.

FOR THE TOTAL NET SUM OF.....\$5830.00

Please note this bid INCLUDES the following:

1. Vortex Exclusive ninety (90) day Limited Warranty on labor.
2. Vortex Exclusive one (1) year warranty on all new material.
3. Work to be scheduled during regular business hours (M-F 7:30a-4:30p) unless otherwise stated.
4. Removal and disposal of damaged material.

Please note this bid DOES NOT INCLUDE the following:

1. Any hidden conditions or damage.
2. Any finish paint.
3. Any item not called out above.

Please fax or email signed proposal to: **SLCSC@VortexDoors.com**
(801) 467-6113
(801) 467-6110 (Fax)

Customer to list days or hours Vortex cannot do the work: _____

Terms: Proforma or Credit, _____ % on deposit 100 % Completion.

This offer is good for 30 days. **SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT.** Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.

NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.

Any questions concerning a contractor may be referred to the Registrar, Contractors' License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95862.

IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are

Material and Labor, 2nd year - 20% Material, No Labor, 3rd year - 10% Material, No Labor.

1.2 REPAIRS.

A. Repairs Performed as Recommended by VORTEX: 100% Materials for 1 year, and 90 days Labor. B. Limited Scope Repairs - No Warranty.

2. LIMITED WARRANTY. OUR WARRANTY IS FURTHER LIMITED AS FOLLOWS:

- 2.1 Our warranty shall not extend to or cover deterioration due to rust resulting from (i) damage to the door section finish caused by fire, other accident or casualty, vandalism, radiation, harmful fumes or foreign substances in the atmosphere, (ii) occurring as a result of any physical damage after the door left our control, or (iii) failure to provide reasonable, necessary and proper maintenance (see paragraph 3 below).
- 2.2 Our warranty shall not extend to or cover any damages or claims with respect to any products that in any way or degree have been altered, processed, misused or improperly handled or installed.
- 2.3 VORTEX does not warrant conformity with any building or fire codes. Customer is responsible for obtaining any required permits and giving any required notices.
- 2.4 WE MAKE NO OTHER WARRANTIES, REPRESENTATIONS OR COVENANTS, EXPRESS OR IMPLIED, AS TO ANY MANNER WHATSOEVER WITH RESPECT TO THIS PRODUCT EXCEPT FOR ANY IMPLIED WARRANTY REQUIRED BY APPLICABLE LAW, AND ANY SUCH IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE.
- 2.5 IN THE EVENT OF THE BREACH OF THE WARRANTY DESCRIBED ABOVE, VORTEX'S SOLE RESPONSIBILITY SHALL BE TO REPAIR OR REPLACE ANY PRODUCT WHICH PROVED TO HAVE BEEN DEFECTIVE DURING THE WARRANTY PERIOD. In the event VORTEX fails to or elects not to repair or replace the defective products, VORTEX'S responsibility shall be limited to the damages specified in Section 5 below.
- 2.6 This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
- 2.7 Only an authorized corporate officer of VORTEX may modify or add to the warranties set forth above, and any such modification or addition must be in writing and separately executed by such corporate officer.

3. OWNER'S RESPONSIBILITY.

The proper operation and maintenance of your doors is critical. If your door is equipped with a hand chain or pull rope, control its speed and do not let it slam up or slam down. If you operate your door slowly and carefully, it should last many years. However, the useful life of the doors and their component parts is not unlimited, and to assure the safe and proper operation, it is imperative that doors be serviced and inspected every six months for long life and easy operation. Failure to do so will void the warranty. You are encouraged to contact VORTEX for details on available Preventive Maintenance programs.

On such iron or steel surfaces painted by VORTEX with prime coat as are exposed to the weather, Customer agrees to complete painting with a finish coat or coats of a color of Customer's choice.

4. FURTHER CONDITIONS OF WARRANTY. The foregoing warranty shall be voided and products and services shall be deemed sold "as is" with all faults:

- 4.1 if the related invoice is not paid within thirty (30) days;
- 4.2 if repairs or alterations are made by anyone other than VORTEX;
- 4.3 until any "Recommendation for Additional Work Needed" is authorized in writing by Customer and completed by VORTEX.

You must give us the job number when first calling for warranty service or you will be billed for the work.

5. LIMITATIONS OF LIABILITY.

- 5.1 THE LIABILITY OF VORTEX FOR DAMAGES OR INDEMNITY, IF ANY, SHALL BE LIMITED TO THE AMOUNT OF THE CHARGES PAID BY CUSTOMER TO VORTEX WITH RESPECT TO THE SPECIFIC PRODUCTS OR SERVICES.
- 5.2 IN NO EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, SHALL VORTEX BE LIABLE FOR INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST SALES, NOTWITHSTANDING THE FACT THAT VORTEX MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHER TERMS AND CONDITIONS

PAYMENT TERMS. The Company that called us is responsible for paying the bill. VORTEX provides emergency repair services, and time is of the essence to the performance by the parties of their obligations. Service bills are due and payable upon completion of work. Hours are calculated from the time the man leaves our shop until he returns. Minimum service charge is one hour at the current hourly rate. Customer further grants to VORTEX a security interest in all products furnished to customer. In event of default, VORTEX shall have, in addition to all rights provided by law, the right to repossess all products and to remove doors supplied. Overdue accounts shall accrue interest from the date payment on the account is overdue, at 10% per annum, or the maximum legal rate, whichever is greater.

WORK HOURS. VORTEX standard work hours are Mon. - Fri. 8:00 a.m. - 4:30 p.m. VORTEX's standard rates shall be increased for work performed during other hours. VORTEX must be notified of any days or times during which scheduled work cannot be done. A refused field trip will be charged for.

SITE PREPARATION. Customer, at its expense, shall assure that the wall construction around the opening is suitable for supporting all doors, door seals, accessories, and other items, and that there is proper clearances for their reception. When VORTEX is to provide erection, Customer at its expense shall assure that the openings into which the items or around which the items are to be installed are complete, unobstructed, and available to VORTEX mechanics or subcontractors without delay or interruption to their work. Customer warrants safety and suitability of the structure for reception of VORTEX'S materials and agrees to hold VORTEX and its subcontractors harmless from liability attributed thereto. Unless otherwise expressly stated, this work order does not include the preparation or furnishings by VORTEX of openings, sills, jambs, lintels, structural members to which doors or accessories are to be attached, or glass or glazing, or when motor operators are furnished, any wire, fuses, or conduits, or any auxiliary steel work for carrying supporting or attaching power units. Electrical hookup and hauling away of old materials is not included in the work order. Customer acknowledges that unloading, hoisting, storage and protection of materials is the sole responsibility of the Customer.

PERFORMANCE EXCUSED. VORTEX shall not be liable to Customer in any manner for failure or delay to fill an order placed herein, or other failures to perform as a result of strike or other labor trouble, fire, flood, material or labor shortage, embargo, stoppage in transit, direct or indirect acts, regulations or orders of any governmental body, war, sabotage, act of God or public enemy, or other cause beyond the control of VORTEX including nonperformance of conditions precedent by Customer such as the furnishing of specifications of wall openings or other information, approval of or other action upon drawing.

ENFORCEMENT OF CONTRACT. This contract (subject only to modification by any subsequent, and fully executed, written repair work order) constitutes the entire agreement of the parties with respect to the proposed work. There are no oral agreements made or allowed between the parties. All parties agree that interpretations and enforcement of the contract shall be subject to the laws of the state of California and any action brought to enforce any provision of the agreement shall be in the jurisdiction and venue of the courts of Orange County, California. In the event of any action or proceeding to enforce this agreement or arising out of any breach of this agreement, the prevailing party herein shall be entitled to recover reasonable attorney's fees and costs therein incurred.

ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' LICENSE BOARD, 9821 BUSINESS PARK DRIVE, SACRAMENTO, CALIFORNIA, 95827. MAILING ADDRESS: P. O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826. WEBSITE: WWW.CSLB.CA.GOV.



AMERICAN FENCE COMPANY, INC.
 3310 South West Temple
 Salt Lake City, UT 84115
 Telephone (801)487-7431 Fax (801)487-7979
 License #269839-5501

*Playground
bid 2*

TO: Shelter Operations and Maintenance

 ATTN: James Woolf

Project: Iron around Playground
 Project Address: 529 West 9th Avenue
Midvale, Utah

Date	06/06/16		Billing Address	_____
Customer Account #	_____		_____	_____
Phone Number	801-596-1231		City / State / Zip Code	_____
Fax Number	_____		Mobile / Job Site Phone Numbers	_____
Branch Mgr Approval	Branch Admin Approval	RO#	_____	

SCOPE OF WORK: American Fence Company is pleased to submit this proposal for the WORK as listed below:

Supply and install approximately 90' linear feet of 4' tall Ornamental Iron Commercial Grade
 Add (1) 4'x4' Walk Gate

EXCLUSIONS:

Exclude all concrete work except for post footings, Clearing and Staking of fence line
 Exclude Grounding and all Electrical Work.
 Exclude Grading, Mowstrips and Curbing
 Exclude patching of the asphalt

SPECIAL PROVISIONS:

LUMP SUM CONTRACT \$ 5,600.00

TERMS: _____
 (To be determined by Corporate Credit)

Price is valid for 15 days

By signature below, the customer acknowledges that he/she is duly authorized to sign this agreement, has read and accepts the Contract terms and conditions set forth on page 2 and inclusive of any attachments.

AMERICAN FENCE COMPANY, INC.

By: *Zachary A Willard*
 Its: Zachary A Willard/ Estimator

 Print Name and Title

Accepted By: _____
 (Company Name)
 By: _____
 Its: _____

 Print Name and Title

TERMS AND CONDITIONS

- 1 **General Terms.** AMERICAN FENCE AND SECURITY COMPANY, INC. or its subsidiary ("CONTRACTOR") agrees to provide the labor and materials (collectively the "WORK") specified on the proposal set forth on the reverse side hereof (the "front page") within a reasonable time. BUYER agrees to pay the amount shown in current U.S. funds upon substantial completion of the work per the payment terms on the reverse side hereof.
- 2 **Installation of Fence.** Unless otherwise agreed to in writing, BUYER shall fully cooperate in allowing CONTRACTOR'S installation of the fence by doing each of the following: (a) clearing a sufficient working area of all obstructions and removable hazards; (b) surveying, grading, locating and staking the fence line and by verifying all property lines and identifying all utility lines; (c) notifying CONTRACTOR'S crew of all potential work area hazards; (d) coordinating CONTRACTOR'S work with the activities of all other persons at the job site, including other contractors, crews, supervisors, architects and owners; and (e) obtaining all appropriate building permits or other form of governmental permission. The estimated completion date shall be extended for as long as BUYER fails to comply with this provision, and for all delays reasonably beyond CONTRACTOR'S control. BUYER shall be deemed to have accepted the goods and work performed upon payment in full.
- 3 **Payment, Default and Remedies.** If BUYER does not make payment in full upon substantial completion, CONTRACTOR may pursue any and all collection activity it deems necessary to collect on BUYER'S obligation. BUYER shall be responsible for all costs of collection, including but not limited to, all collection agency charges, court costs, attorneys' fees and lien fees, and all costs and attorneys' fees incurred in collecting upon any judgment. Interest will accrue on all unpaid balances, lien expenses, collection expenses and attorneys' fees from the date incurred at the rate of twenty-one percent (21%) per year or at the highest rate allowed by applicable law. CONTRACTOR may apply all payment or portions thereof to any outstanding attorney fees, court costs, collection expenses, interest and principal as CONTRACTOR, in its sole discretion, deems appropriate. This Agreement shall be construed in accordance with the laws of the State and County in which the project is located.
- 4 **Changes and BUYER'S Cancellation.** If BUYER requests any change in the type, quality or quantity of the fencing to be provided by CONTRACTOR hereunder, BUYER shall pay, in addition to the purchase price shown on the front page, CONTRACTOR'S standard charge for all additional fence and for such additional labor material and travel expenses as are incurred by CONTRACTOR in connection with such change. If, prior to CONTRACTOR'S delivery of the fencing, BUYER cancels such delivery of the fencing, BUYER shall be obligated to pay CONTRACTOR, as liquidated damages and a restocking fee, but not as a penalty, the amount equal to twenty-five percent (25%) of the CONTRACTOR'S standard charge for all special order materials. After CONTRACTOR has begun delivery of the fence, but before installation has begun, BUYER may cancel this Agreement by paying CONTRACTOR, as liquidated damages and as a restocking and transportation fee, but not as a penalty, the amount equal to fifty percent (50%) of the purchase price shown on the front page.
- 5 **Cumulative Remedies.** To the greatest extent permitted by applicable law, BUYER'S obligation hereunder and all of CONTRACTOR'S rights and remedies provided by herein and/or by applicable law, are cumulative, and CONTRACTOR shall be entitled to exercise any and all rights and remedies. BUYER acknowledges that its obligation to pay CONTRACTOR is an independent covenant, and BUYER acknowledges that it shall have no offset rights and may not withhold payment of any monies owing to CONTRACTOR hereunder. Nothing herein, however, shall be construed to release CONTRACTOR from any obligation which it may owe to BUYER.
- 6 **Lien Rights.** BUYER acknowledges that CONTRACTOR has and may exercise all lien rights against the property upon which the work is performed. To the greatest extent permitted by law, BUYER and/or OWNER hereby waive any and all objections to any defects in any such lien documents. Contractor's exercise or non-exercise of such lien rights will not alter or amend this Agreement or release any of Buyer's obligations hereunder.
- 7 **Amendments; Waivers; Entire Agreement.** Except by a specific written document executed by the parties hereto, none of the terms, covenants, representations, warranties or conditions hereof may be waived, amended, modified, superseded or canceled. Forbearance or delay shall not be deemed a waiver. A single or partial exercise of any right or remedy shall not preclude further exercise thereof or of any other right or remedy. Any written waiver shall be strictly construed and shall not be extendable. This Agreement contains the parties' entire understanding and supersedes and replaces all prior and contemporaneous agreements and understandings, oral written or implied. All documents and instruments created hereafter and concerning this transaction, including any one or more work orders or purchase orders, shall not prevail over the terms of this Agreement.
- 8 **Limited Warranty.** All goods, supplied are warranted to be fit for the intended purposes for which such goods are used for a period of one (1) year. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE GOODS AND WORK TO BE PERFORMED AS CONTAINED ON THE FRONT PAGE.** BUYER shall have no claim for incidental, consequential, special or proximate damages.
- 9 **Indemnity.** To the greatest extent permitted by law, BUYER shall indemnify, defend, hold and save CONTRACTOR (and its officers, shareholders, directors, agents, employees, servants and independent contractors) harmless from all claims and expenses, including court costs and attorneys' fees, for damages or injuries to persons or property which are related in any manner, directly or indirectly to this Agreement or to the fence (including its location) regardless of whether the injury or damage is caused in part by CONTRACTOR'S negligence or any other act or omission of CONTRACTOR or its agents, provided however, that BUYER shall not be obligated to indemnify CONTRACTOR for his sole negligence or willful misconduct.
- 10 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
- 11 **Severability.** If any provision of this Agreement is held unenforceable, CONTRACTOR may sever from this Agreement the language which makes such provision unenforceable and this Agreement shall be construed as if it did not contain the language and the rights and obligations of the parties shall be enforced accordingly. Alternatively, CONTRACTOR, at its sole option, may cancel this entire Agreement.
- 12 **Headings.** All paragraph headings and other headings set forth in this Agreement are for reference only and shall not be considered in interpreting the intent of the parties with respect to the matters set forth in this Agreement.
- 13 **Representations and Warranties.** Despite any agency capacity, the person signing this Agreement, personally and on behalf of BUYER, warrants and affirms to CONTRACTOR that the person signing this Agreement for any entity has full authority to do so and to thereby bind such entity.
- 14 **BUYER MUST HAVE A CURRENT CREDIT APPLICATION ON FILE WITH CONTRACTOR.** All credit and financial information provided by BUYER to Contractor is true, accurate and complete, contains no material omissions, and may be reasonably relied upon by CONTRACTOR.

Wasatch Front Fence

The Fence Experts Since 2002

723 West 1700 South • Salt Lake City, Utah 84104
 OE (801) 355-1190 • Fax (801) 953-1834
 www.wasatchfrontfence.com
 Licensed / Insured / Bonded
 Lic#S129909-5501

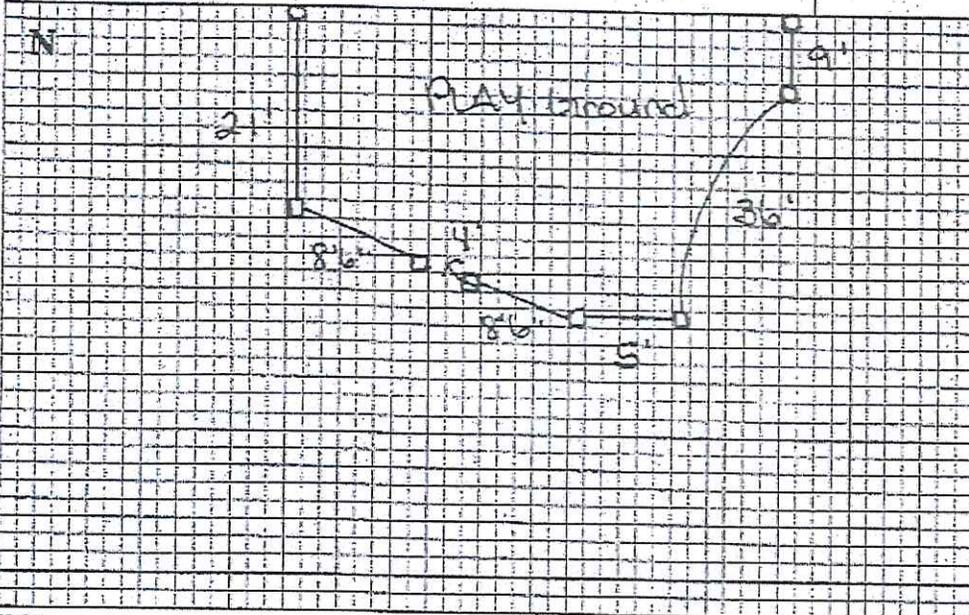
PROPOSAL

Email _____
 PHONE _____ DATE 10-13-16 NO. NO. _____
 PHONE - JOB SITE 601 330 7303 Steve ATTN: SALESMAN
 ce

TO State of UTAH
 JOB ADDRESS 52910 9th AVE CITY Midvale ST. Utah ZIP 84047
 NEAR THE ROAD HOME Blue Stakes # _____

playground
bid 1

BILLING ADDRESS (if different)



BLUE STAKES INFO
 EAST SIDE
 NORTH
 LIVE STAKE SET BY BUYERS
 TAKE DOWN EXISTING FENCE
 FENCE ON LINE
 HULL AWAY EXISTING FENCE
 INSTALL:
 LEVEL
 STRAIGHT TOP
 CONTOUR
 SPECIAL TOOLS
 WELDER
 TORCH
 DANDY DIGGER
 DOGS
 CALL FIRST
 NUMBER OF HOLES _____
 CORE FILL # OF HOLES _____

SPECIAL INSTRUCTIONS:

15

 FANCY TOP POST
 YES
 NO

CHAIN LINK

FABRIC		GALV.		LINE POSTS		RAIL		BARB WIRE			BARBS		BOTTOM WIRE		SLATS					
FOOTAGE	HEIGHT	GUAGE	or PVC	TUBE	20'	40'	TUBE	20'	40'	UP	OUT	IN	UP	DOWN	YES	NO	COLOR	FOR	PL	

CEDAR FENCE

FOOTAGE		HEIGHT	POSTS			WOOD DESCRIPTION						SOUND COLOR		
FOOTAGE	HEIGHT	BOARDS	WOOD	STEEL	VINYL	# OF RAILS	TOP CAP	D.E. BOARDS	STAINED	FACE BOARDS	FRESH	IN	OUT	STAIN #
							YES <input type="checkbox"/> NO <input type="checkbox"/>	IN <input type="checkbox"/> OUT <input type="checkbox"/>						

ORNAMENTAL IRON

Montage Plus Makstic 3 rail

FOOTAGE		HEIGHT	POSTS		RAILS		PICKETS		EXTRAS
FOOTAGE	HEIGHT	O.D.	SPACING	SIZE	SPACING	POST TOP	SIZE	DI COLOR	
89	4	2 1/2	DIEN	1 1/2	DIEN	FLAT	3/4	BLK	

POSTS				GATES				
NO.	SIZE	TYPE	COLOR	NO. G.L.	NO. ROLL	WIDTH / HEIGHT	FRAME	IN / OUT
17	2 1/2 x 6	146a		1		4 x 4	1 1/2	X

NOTE: Wasatch Front Fence is not responsible for sprinkler lines or sprinkler heads. Owner is responsible for locating property boundaries.

Customer Initials: _____

FOR THE SUM OF	\$	
TAX	\$	
TOTAL	\$	6040 -
3% charge if credit card	\$	
DOWN PAYMENT	\$	
BALANCE DUE	\$	
EXTRAS	\$	
NEW BALANCE	\$	

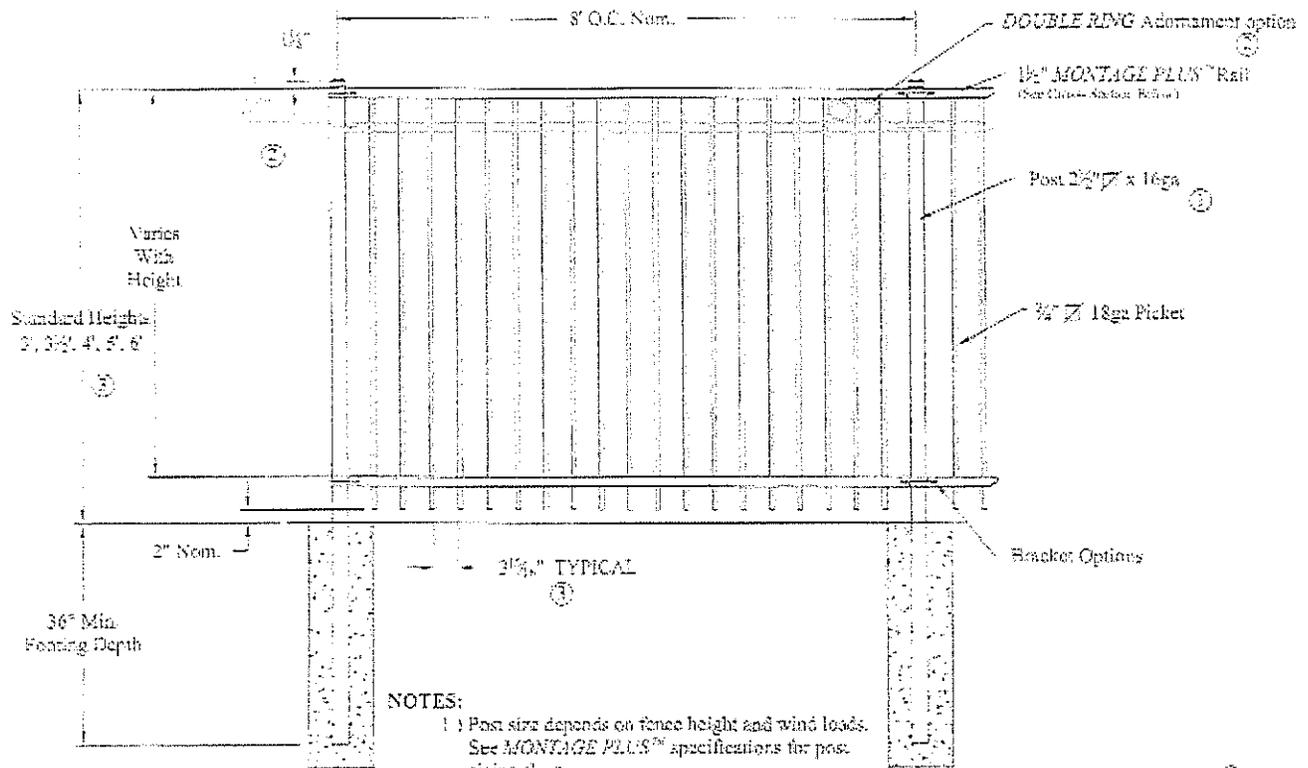
SUBMITTED BY
 I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS PROPOSAL

TERMS: 50% DOWN, BALANCE DUE UPON COMPLETION.
 Sprinkler Insurance \$75.00 (Optional) Yes No

ACCEPTED BY _____

Signature X _____

CUSTOMER SIGNATURE

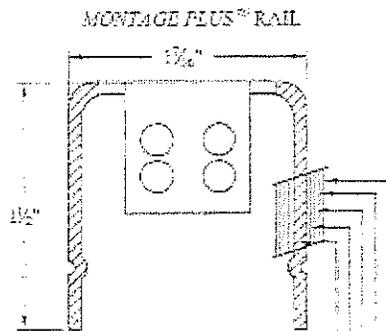


NOTES:

- 1.) Post size depends on fence height and wind loads. See MONTAGE PLUS™ specifications for post sizing chart.
- 2.) Third rail required for Double Rings.
- 3.) Available in 2" air space and/or Flush Bottom on most heights.

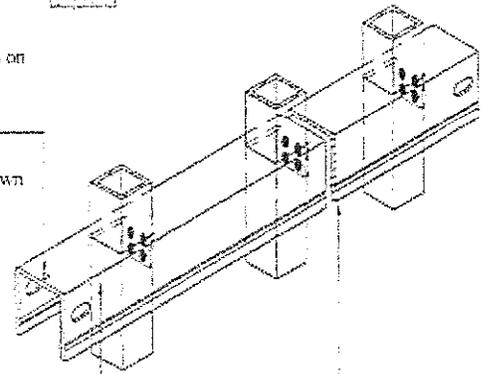
RAKING DIRECTIONAL ARROW

Welded panel can be raked 50° over 8" with arrow pointing down grade.



E-COAT™ COATING SYSTEM

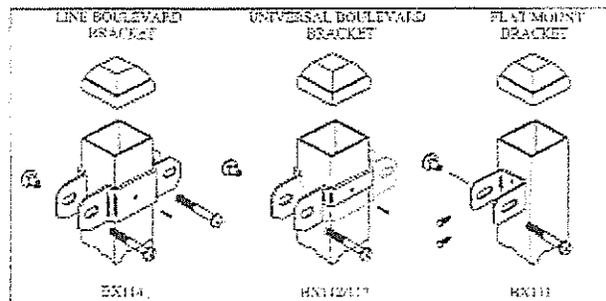
- Base Material
- Uniform Zinc Coating (Hot Dip)
- Zinc Phosphate Coating
- Epoxy Primer
- Acrylic Topcoat



PROFUSION™ WELDING PROCESS

No exposed welds, Good Neighbor profile - Same appearance on both sides

MONTAGE PLUS™ RAIL
Specially formed high strength architectural shape.



COMMERCIAL STRENGTH WELDED STEEL PANEL
PRE-ASSEMBLED

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

18MISC

MONTAGE PLUS MAJESTIC 2/3-RAIL

DR: CJ SH: 1 of 1 SCALE: DO NOT SCALE

CK: ME Date 6/28/10

REV: e



AMERISTAR™

1533 N. Wingo
Tulsa, OK 74116
1-888-333-3422
www.ameristarfence.com



AMERICAN FENCE COMPANY, INC.
 3310 South West Temple
 Salt Lake City, UT 84115
 Telephone (801)487-7431 Fax (801)487-7979
 License #269839-5501

*Perimeter
fence bid 2*

TO: Shelter Operations and Maintenance
 ATTN: James Woolf

Project: Barbed wire or Ornamental Iron
 Project Address: 529 West 9th Avenue
Murray, Utah

Date	07/13/16	
Customer Account #	Billing Address	
Phone Number	City / State / Zip Code	
Fax Number	Mobile / Job Site Phone Numbers	
Branch Mgr Approval	Branch Admin Approval	RO#

SCOPE OF WORK: American Fence Company is pleased to submit this proposal for the WORK as listed below:

- Option #1 Barbed Wire
Supply and install approximately 1,142' linear feet of 3 strands of Barbed Wire on top of the retaining wall \$11,000.00
- Option #2 Ornamental Iron
Supply and install approximately 1,142' linear feet of Ornamental Iron on top of retaining wall \$ 72,000.00

EXCLUSIONS:
 Exclude all concrete work except for post footings. Excludes Grubbing, Clearing and Staking of fence line
 Exclude Grounding and all Electrical Work. Excludes Core Drilling and Saw Cutting.
 Exclude Grading, Mowstrips, Walls, Flat Work and Curbing
 Exclude patching of the asphalt. Excludes sprinkler line locating and repairs if damaged.

SPECIAL PROVISIONS:
 Price is based on site being all accessible

LUMP SUM CONTRACT \$ See Price Above

TERMS: _____
(To be determined by Corporate Credit)

Price is valid for 30 days

By signature below, the customer acknowledges that he/she is duly authorized to sign this agreement, has read and accepts the Contract terms and conditions set forth on page 2 and inclusive of any attachments.

AMERICAN FENCE COMPANY, INC.
 By: *Zachary A Willard*
 Its: Zachary A Willard - Sales Estimator
Print Name and Title

Accepted By: _____
(Company Name)
 By: _____
 Its: _____
Print Name and Title

TERMS AND CONDITIONS

- 1 **General Terms.** AMERICAN FENCE AND SECURITY COMPANY, INC. or its subsidiary ("CONTRACTOR") agrees to provide the labor and materials (collectively the "WORK") specified on the proposal set forth on the reverse side hereof (the "front page") within a reasonable time. BUYER agrees to pay the amount shown in current U.S. funds upon substantial completion of the work per the payment terms on the reverse side hereof.
- 2 **Installation of Fence.** Unless otherwise agreed to in writing, BUYER shall fully cooperate in allowing CONTRACTOR'S installation of the fence by doing each of the following: (a) clearing a sufficient working area of all obstructions and removable hazards; (b) surveying, grading, locating and staking the fence line and by verifying all property lines and identifying all utility lines; (c) notifying CONTRACTOR'S crew of all potential work area hazards; (d) coordinating CONTRACTOR'S work with the activities of all other persons at the job site, including other contractors, crews, supervisors, architects and owners; and (e) obtaining all appropriate building permits or other form of governmental permission. The estimated completion date shall be extended for as long as BUYER fails to comply with this provision, and for all delays reasonably beyond CONTRACTOR'S control. BUYER shall be deemed to have accepted the goods and work performed upon payment in full.
- 3 **Payment, Default and Remedies.** If BUYER does not make payment in full upon substantial completion, CONTRACTOR may pursue any and all collection activity it deems necessary to collect on BUYER'S obligation. BUYER shall be responsible for all costs of collection, including but not limited to, all collection agency charges, court costs, attorneys' fees and lien fees, and all costs and attorneys' fees incurred in collecting upon any judgment. Interest will accrue on all unpaid balances, lien expenses, collection expenses and attorneys' fees from the date incurred at the rate of twenty-one percent (21%) per year or at the highest rate allowed by applicable law. CONTRACTOR may apply all payment or portions thereof to any outstanding attorney fees, court costs, collection expenses, interest and principal as CONTRACTOR, in its sole discretion, deems appropriate. This Agreement shall be construed in accordance with the laws of the State and County in which the project is located.
- 4 **Changes and BUYER'S Cancellation.** If BUYER requests any change in the type, quality or quantity of the fencing to be provided by CONTRACTOR hereunder, BUYER shall pay, in addition to the purchase price shown on the front page, CONTRACTOR'S standard charge for all additional fence and for such additional labor material and travel expenses as are incurred by CONTRACTOR in connection with such change. If, prior to CONTRACTOR'S delivery of the fencing, BUYER cancels such delivery of the fencing, BUYER shall be obligated to pay CONTRACTOR, as liquidated damages and a restocking fee, but not as a penalty, the amount equal to twenty-five percent (25%) of the CONTRACTOR'S standard charge for all special order materials. After CONTRACTOR has begun delivery of the fence, but before installation has begun, BUYER may cancel this Agreement by paying CONTRACTOR, as liquidated damages and as a restocking and transportation fee, but not as a penalty, the amount equal to fifty percent (50%) of the purchase price shown on the front page.
- 5 **Cumulative Remedies.** To the greatest extent permitted by applicable law, BUYER'S obligation hereunder and all of CONTRACTOR'S rights and remedies provided by herein and/or by applicable law, are cumulative, and CONTRACTOR shall be entitled to exercise any and all rights and remedies. BUYER acknowledges that its obligation to pay CONTRACTOR is an independent covenant, and BUYER acknowledges that it shall have no offset rights and may not withhold payment of any monies owing to CONTRACTOR hereunder. Nothing herein, however, shall be construed to release CONTRACTOR from any obligation which it may owe to BUYER.
- 6 **Lien Rights.** BUYER acknowledges that CONTRACTOR has and may exercise all lien rights against the property upon which the work is performed. To the greatest extent permitted by law, BUYER and/or OWNER hereby waive any and all objections to any defects in any such lien documents. Contractor's exercise or non-exercise of such lien rights will not alter or amend this Agreement or release any of Buyer's obligations hereunder.
- 7 **Amendments; Waivers; Entire Agreement.** Except by a specific written document executed by the parties hereto, none of the terms, covenants, representations, warranties or conditions hereof may be waived, amended, modified, superseded or canceled. Forbearance or delay shall not be deemed a waiver. A single or partial exercise of any right or remedy shall not preclude further exercise thereof or of any other right or remedy. Any written waiver shall be strictly construed and shall not be extendable. This Agreement contains the parties' entire understanding and supersedes and replaces all prior and contemporaneous agreements and understandings, oral written or implied. All documents and instruments created hereafter and concerning this transaction, including any one or more work orders or purchase orders, shall not prevail over the terms of this Agreement.
- 8 **Limited Warranty.** All goods, supplied are warranted to be fit for the intended purposes for which such goods are used for a period of one (1) year. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE GOODS AND WORK TO BE PERFORMED AS CONTAINED ON THE FRONT PAGE. BUYER shall have no claim for incidental, consequential, special or proximate damages.
- 9 **Indemnity.** To the greatest extent permitted by law, BUYER shall indemnify, defend, hold and save CONTRACTOR (and its officers, shareholders, directors, agents, employees, servants and independent contractors) harmless from all claims and expenses, including court costs and attorneys' fees, for damages or injuries to persons or property which are related in any manner, directly or indirectly to this Agreement or to the fence (including its location) regardless of whether the injury or damage is caused in part by CONTRACTOR'S negligence or any other act or omission of CONTRACTOR or its agents, provided however, that BUYER shall not be obligated to indemnify CONTRACTOR for his sole negligence or willful misconduct.
- 10 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
- 11 **Severability.** If any provision of this Agreement is held unenforceable, CONTRACTOR may sever from this Agreement the language which makes such provision unenforceable and this Agreement shall be construed as if it did not contain the language and the rights and obligations of the parties shall be enforced accordingly. Alternatively, CONTRACTOR, at its sole option, may cancel this entire Agreement.
- 12 **Headings.** All paragraph headings and other headings set forth in this Agreement are for reference only and shall not be considered in interpreting the intent of the parties with respect to the matters set forth in this Agreement.
- 13 **Representations and Warranties.** Despite any agency capacity, the person signing this Agreement, personally and on behalf of BUYER, warrants and affirms to CONTRACTOR that the person signing this Agreement for any entity has full authority to do so and to thereby bind such entity.
- 14 **BUYER MUST HAVE A CURRENT CREDIT APPLICATION ON FILE WITH CONTRACTOR.** All credit and financial information provided by BUYER to Contractor is true, accurate and complete, contains no material omissions, and may be reasonably relied upon by CONTRACTOR.

Wasatch Front Fence

The Fence Experts Since 2002

720 West 1700 South • Salt Lake City, Utah 84104
 OE (801) 355-1190 • Fax (801) 953-1834
 www.wasatchfrontfence.com
 Licensed / Insured / Bonded
 Lic# 129909-5501

PROPOSAL: Email

PHONE	DATE	PO NO.
PHONE - JOB SITE	ATTN	SALESMAN
8013307703	6-13-16	Stucl CR

TO State of UTAH

JOB ADDRESS S29 W 9th AVE

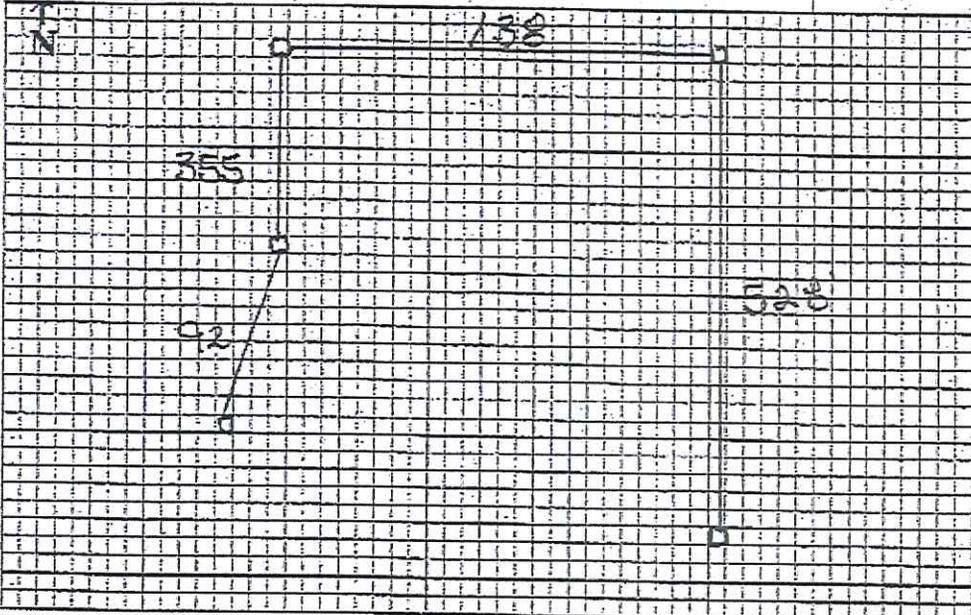
CITY Midvale

ST. UTAH ZIP 84047

NEAR

Blue Stakes #

BILLING ADDRESS (if different)



BLUE STAKES RPO

N/A

LINE STAKE SET BY BUYERS

TAKE DOWN EXISTING FENCE

FENCE ON LINE

HULL AWAY EXISTING FENCE

INSTALL:

LEVEL

STRAIGHT TOP

CONTOUR

SPECIAL TOOLS

WELDER

TORCH

DANDY DIGGER

DOGS

CALL FIRST

MOSHAMMER # OF HOLES

CORE DRILL # OF HOLES

SPECIAL INSTRUCTIONS:

Mount New Iron Fence TO TOP OF WALL

ADD 3 STRANDS OF Barb WIRE TO TOP OF WALL

\$4850



FANCY TOP PCS

YES

NO

CHAIN LINK

FABRIC		GALV		LINE POSTS		RAIL		BARBWIRE			BARBS		BOTTOM WIRE		SLATS						
FOOTAGE	HEIGHT	GAUGE	of PVC	TUBE	20'	40'	TUBE	20'	40'	9'	UP	OUT	IN	UP	DOWN	YES	NO	COLOR	FEET	PL	

CEDAR FENCE

FOOTAGE		HEIGHT	POSTS			WOOD DESCRIPTION						STAIN COLOR
FOOTAGE	HEIGHT	BOARDS	WOOD	STEEL	VINYL	# OF RAILS	TOP CAP	S/L BOARDS	SHIMMER	FACE BOARDS	FRESH	STAIN #
							YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>	IN <input type="checkbox"/>	
							NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>	OUT <input type="checkbox"/>	X

ORNAMENTAL IRON

FOOTAGE		HEIGHT	POSTS		RAILS		PICKETS		EXTRAS
FOOTAGE	HEIGHT	CL	SPACED	SIZE	SPACING	POST TP	SIZE	OR COLOR	
113'	3'	2"	EVEN	1 1/2"	EVEN	PLAT	3/4"	BLK	

POSTS				GATES					
NO.	SIZE	TYPE	COLOR	BL. SOL.	NO. SOL.	NO. SOL.	WIDTH/HEIGHT	FRAME	BL/OUT
146	2' x 40'	16							

NOTE: Wasatch Front Fence is not responsible for sprinkler lines or sprinkler heads. Owner is responsible for locating property boundaries.

Customer Initials: _____

FOR THE SUM OF	\$	
TAX	\$	
TOTAL	\$	45,250 -
3% charge if credit card	\$	
DOWN PAYMENT	\$	
BALANCE DUE	\$	
EXTRAS	\$	
NEW BALANCE	\$	

SUBMITTED BY

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS PROPOSAL.

ACCEPTED BY

TERMS: 50% DOWN, BALANCE DUE UPON COMPLETION.
 Sprinkler Insurance \$75.00 (Optional) Yes No

Signature X

CLIENT'S SIGNATURE

Pen Meter
 Fence
 bsd 1
 (w/ wire option)
 +\$4850



11-May-16
9th Ave. Pedestrian Blank Out Installation
 Direct Costs
 Description Qty Units Unit Price Total
 Contractors Bond and Insurance 1 LS \$650.00 \$650.00
 Permits and Fees 1 LS \$250.00 \$250.00
 Mobilization (Assume 0%) 1 LS \$0.00 \$0.00
 Traffic Control 1 LS \$1,000.00 \$1,000.00
 Construction Management 8 MH \$120.00 \$960.00
 Contractor Fee 5% PCT \$2,168.59 \$2,168.59
Total Direct Costs \$5,028.59

Description	Conds.	Pes.	Qty.	Unit	Unit-MH	Total-MH	Unit-Labor	Total-Labor	Unit-Matl.	Total-Matl.	Unit-Equip.	Total-Equip	Total-Cost	Rate				
														Installation Contractor Labor Rate	Procurement Contractor Engr. Labor rate	Procurement Contractor Shop Labor rate	Equipment Rental Hourly Rate	
Design/Checking			3.00	Person	16	48	\$168.00	\$8,064.00					\$8,064.00	\$30.00	\$60.00	\$35.00	\$20.00	
Programming/Simulation			2.00	Person	6	12	\$168.00	\$2,016.00					\$2,016.00					
Mark-Up			0%	Pct				\$0.00				\$0.00	\$0.00					
Field Testing			2.00	Person	8	16	\$168.00	\$2,688.00					\$2,688.00					
Mark-Up			5%	Pct				\$134.40				\$0.00	\$134.40					
Field Labor			2.00	Person	16	32.0	\$84.00	\$2,688.00					\$2,688.00					
Blankout Sign			1	ea	0	0.0	\$0.00	\$0.00				\$0.00	\$0.00					
UTA Ductbank Locating			1.00	Person	3	3.0	\$84.00	\$252.00				\$250.00	\$252.00					
Bore 2" PVC Under Tracks			25.00	lf	0.1	2.5	\$84.00	\$210.00				\$50.00	\$260.00					
Bore 2" PVC Under 9th Ave.			75.00	lf	0.1	7.5	\$84.00	\$630.00				\$100.00	\$730.00					
Install New Pull Box			1.00	ea	4	4.0	\$84.00	\$336.00				\$200.00	\$536.00					
Care into exist. Pull Box			1	ea	0.5	0.5	\$84.00	\$42.00				\$10.00	\$52.00					
Install 7 Cond. #6 (for BO Sign)			150	lf	0.0235	3.5	\$84.00	\$294.00				\$2.00	\$300.00					
Relay (and associated wiring)			1	ea	3	3.0	\$84.00	\$252.00				\$150.00	\$402.00					
Misc. Material			10%	Pct	0.03	0.03	\$84.00	\$8.40				\$0.00	\$8.40					
Mark-Up			5%	Pct	0.00	0.00		\$235.31				\$0.00	\$235.31					
Sub Totals =							Construction Labor=	\$4,941.41				Material/Equipment=	\$22,668.03				Grand Total=	\$45,640.43

9th Avenue Mid Jordan Crossing

Item	Quantity	Unit	Unit Cost	Total
Concrete Sidewalk (including base course)	412	SF	9.85	\$ 4,057
Ballast	1	Lump	500.00	\$ 500
Asphalt Sidewalk	7.5	Ton	320.00	\$ 2,404
Delineators	2	Each	400.00	\$ 800
Furnish and Install Grade Crossing Panel	30	LF	365.65	\$ 10,970
Blank out sign	2	Each	13,100.00	\$ 26,200
42" chain link vinyl fence	55	LF	33.30	\$ 1,831
Install new detectable warning surface	24	SF	30.20	\$ 725
3-4" Rock (12" Deep)	1	CY	500.00	\$ 500
Extend Pipe Culvert	18	LF	75.00	\$ 1,350
RipRap	50	SF	10.00	\$ 500
Signing	2	Each	75.00	\$ 150
Striping	33	LF	1.50	\$ 150
Subtotal				\$ 50,136
Mobilization	1	Lump	0.10	\$ 5,014
Contingency	1	Lump	0.20	\$ 10,027
Total				\$ 65,180