

Mayor
MICHAEL KOURIANOS

City Attorney
THOMAS SITTERUD

City Recorder
SHERRIE GORDON

City Treasurer
SHARI MADRID

Finance Director
LISA RICHENS



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PRICE CITY COUNCIL

City Council

RICK DAVIS

AMY KNOTT-JESPERSEN

BOYD MARSING

LAYNE MILLER

TERRY WILLIS

PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 5:30 PM on 11/26/2019. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. SAFETY MOMENT - Councilmember Miller
5. PUBLIC COMMENT
6. FENCING PROJECT #19C-2019 - Consideration and possible approval to install chain link fence at the Community Baseball Complex. Bids received: All Over Fence-\$22,514.50, Wards Landscaping-\$23,860.00 and Southeast Fencing-\$24,409.35. All work contracted will be within the project budget.
7. ORDINANCE 2019-002 - Adopt the City Council 2020 meeting schedule.
8. ORDINANCE 2019-003 - Adopt the Planning and Zoning Commission 2020 meeting schedule.

CONSENT AGENDA

9. MINUTES
 - a. November 13, 2019 City Council Workshop
 - b. November 13, 2019 City Council Meeting
10. 2020 BOARD/COMMITTEE MEETING SCHEDULES - Authorization to approve the 2020 meeting schedule for the Library Board, International Days Committee, Community Progress Committee, and Price River Water Resources Committee.
11. PROMOTION - Authorization of promotion to Sergeant of Brandon Ratcliffe pursuant to the comprehensive promotional process completed.
12. TRAVEL REQUESTS - Consideration and possible approval of travel requests for:
Russell Seeley, City Engineer - Utah City Engineer Association Conference, January 29-30, 2020, St. George, UT
Bret Cammans, Customer Service Director - UAMPS Annual December Directors Meeting, December 16-18, 2019 Salt Lake City, UT
13. UNFINISHED BUSINESS

I, Sherrie Gordon, the duly appointed and acting Recorder for Price City, hereby certify that the foregoing City Council Agenda was emailed to ETV10 News. The agenda was also posted in City Hall, the City's website at www.priccityutah.net, and on the Utah Public Meeting Notice Website <http://www.utah.gov/pmn/index.html>. This meeting may be held electronically via telephone to permit one

or more of the council members to participate.

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should contact Sherrie Gordon at 185 E. Main Price, Utah, telephone 435-636-3183 at least 24 hours prior to the meeting.

*PRICE CITY / CARBON SCHOOL
DISTRICT*

PROJECT: FENCING

PROJECT NUMBER 19C-2019

Price City Public Works
432 West 600 South
Price, Utah
(435)637-5010
October 25th, 2019

BIDDER REQUIREMENTS

Contents

- ADVERTISEMENT
- BID FORM

Price City Public Works
432 West 600 South
Price, Utah
(435)637-5010

**ADVERTISEMENT FOR BIDS
PRICE MUNICIPAL CORPORATION**

Sealed Bids for Price City / Carbon School District Chain Link Fencing will be received by Price City (Owner) in the hands of the Public Works Receptionist, Public Works Complex Dome A, located at 432 West 600 South, Price, Utah 84501 until **November 6th, 2019 at 2:30 PM**. The principal items of work include installation of approximately 800 feet of chain link fencing.

Bids will be opened and read aloud in the Price City Public Works Complex on November 6th, 2019 at 2:30 PM . **Prepare all your Bid documents and seal them in an envelope. The front of the envelope must be labeled with the following “PRICE CITY PRICE CITY / CARBON SCHOOL DISTRICT PROJECT 17C-2019”. The bidder must include this document when submitting their bid (staple all sheets together).** Send quotation by US Mail or hand delivered to the Public Works Receptionist. Do not send by Facsimile, Fed Ex, UPS or similar freight service.

Drawings, specifications and other Contract Documents may be examined and Prospective Bidders may obtain copies of the Contract Documents at the following location: Price City Public Works Complex, 432 West 600 South, Price, Utah 84501.

Advertised October 30th, 2019

BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 Bids are to be received at the Price City Public Works Complex at 432 West 600 South, Price, UT 84501

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents for the prices and within the times indicated on the Bid Form and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation to those dealing with disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum Number	Addendum Date
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the work.
- C. Bidder 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. Bidder 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 Supplementary Conditions SC-4.02 and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in Supplementary Conditions SC-4.06

Price Municipal Corporation / Carbon School District
Fencing 19C-2019

THIS PAGE MUST BE INCLUDED WITH YOUR BID

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing 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 Bidder, including applying the specific means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents to be employed by Bidder and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder 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 Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the State of Utah not later than the date of its execution of the Agreement.

ARTICLE 4 - FURTHER REPRESENTATIONS

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

Item #	Item	Unit	Quantity	Unit Price	Total Estimated Price
1	Mobilization	LS	1		
2	96 Inch Tall Chain Link Fence	LF	200		
3	72 Inch Tall Chain Link Fence	LF	565		
4	8 Foot Tall by 10 Foot Long Chain Link Gates	EA	4		
5	6 Foot Tall by 10 Foot Long Chain Link Gates	EA	6		
Total Base Bid					

5.01 Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents

5.02 Price City reserves the right to award or reject individual schedules and to increase or decrease quantities as needed to meet budget restrictions.

5.03 All products will be applied as specified by the APWA 2017 Standard Specification and the Detail Specifications Area in this package.

5.04 Bidder accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the Contract Times.

5.05 A WORK area map can be found in the Detail Specification Area in this package

5.06 Successful Bidder will be required to attend a Pre-Construction Meeting before any WORK is to begin.

ARTICLE 6 – WORKING DAYS AVAILABLE

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with calendar days as listed.

Fence completion shall be 45 Calendar Days

Price Municipal Corporation / Carbon School District
Fencing 19C-2019

THIS PAGE MUST BE INCLUDED WITH YOUR BID

6.02 Bidder agrees that **NO WORK** or any part of the Schedule Items will happen on the following Dates:

There are NO dates that work cannot performed

6.03 Bidder agrees that all work will be complete within the calendar year.

6.04 Bidder will indicate the start date for the WORK below (N/A).

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid

A. There is NO Bid Security for this project.

ARTICLE 8 - DEFINE TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidder, the General Conditions and Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

If Bidder is:

A Corporation

By _____
(CORPORATION NAME)

(STATE OF INCORPORATION)

By _____
(PLEASE PRINT OR TYPE NAME OF PERSON AUTHORIZED TO SIGN)

(TITLE)

(Corporate Seal)

Attest _____
(SECRETARY)

Business address _____

Phone Number _____ Email _____

An Individual

By _____ (SEAL)
(PLEASE PRINT OR TYPE INDIVIDUAL'S NAME UNDER SIGNATURE)

doing business as _____

Business address _____

Phone Number _____ Email _____

A Partnership

By _____ (SEAL)
(FIRMS NAME)

(PRINT OR TYPE GENERAL PARTNER'S NAME UNDER SIGNATURE)

Business address _____

Phone Number _____ Email _____

A Joint Venture

By _____
(PLEASE PRINT OR TYPE NAME AND TITLE BELOW SIGNATURE)

(ADDRESS)

By _____
(PLEASE PRINT OR TYPE NAME AND TITLE BELOW SIGNATURE)

(ADDRESS)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BIDDER INFORMATION

Contents

- *MEASUREMENT AND PAYMENTS*
- *GENERAL INFORMATION*
- *SUPPLEMENTARY CONDITIONS*
- *FORMS*

Price City Public Works
432 West 600 South
Price, Utah
(435)637-5010

MEASUREMENT AND PAYMENTS

Item #	Item Name	Measurement Units
	Payment Definitions (Items, activities and related efforts to fully construct them)	

#1	01 71 13	Mobilization	Lump Sum
	Amount Paid		When Paid
	The lesser of 25% of mobilization or 2.5% of contract		With first estimate
	The lesser of 25% of mobilization or 2.5% of contract		With estimate following completion of 5% of contract
	The lesser of 25% of mobilization or 2.5% of contract		With estimate following 10% of contract
	The lesser of 25% of mobilization or 2.5% of contract		With estimate following completion of 20% of contract
	Amount bid in excess of 10% of contract price		Project Acceptance - Final

#2	32 31 13	96 Inch Chain Link Fence	Linear Foot
	Includes excavation, grading, concrete footings, posts, caps, rails, couplings, braces, top rail, truss rod, braces, fabric, ties, backfill, compaction, accessories and all related work		

Note: Chain Link Fence shall be knuckle selvage type (top) and twist (barb) selvage (bottom)

#3	32 31 13	72 Inch Chain Link Fence	Linear Foot
	Includes excavation, grading, concrete footings, posts, caps, rails, couplings, braces, top rail, truss rod, braces, fabric, ties, backfill, compaction, accessories and all related work		

Note: Chain Link Fence shall be knuckle selvage type and twist (barb) selvage (bottom)

#4	32 31 13	8 Foot Tall by 10 Foot Long Chain Link Gate	Each
	Includes grading, gate, frame, rails, braces, hinges, latch, plumb, level, secure full opening without interference, bedding, backfill, compaction, accessories and all related work		

Note: Chain Link Gates shall be knuckle selvage type (top and bottom)

#5	32 31 13	6 Foot Tall by 10 Foot Long Chain Link Gate	Each
	Includes grading, gate, frame, rails, braces, hinges, latch, plumb, level, secure full opening without interference, bedding, backfill, compaction, accessories and all related work		

Note: Chain Link Gates shall be knuckle selvage type (top and bottom)

Note The Following Items:

Item #1: All products or materials that require curing times shall be protected for adverse weather conditions.

Item #2: Contractor shall be responsible for the protection and storage of all products and materials necessary to complete the project.

Item #3: Bidder should carefully read all specifications, visit the site and be ready to encounter unfavorable weather and ground conditions.

Item #4: There is no Bid Security required for this project.

Item #5: Please reference the Detail Section from the APWA on fencing enclosed in these specifications.

GENERAL INFORMATION

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions, Additional terms used in these Instruction to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the *payment* sum stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for *by Owner*.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.

4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provision concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, test, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work this is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for

examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study 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 Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;
- E. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, test, 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 Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, test, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents,

and all additional examinations, investigations, explorations, test, studies, and data with the Bidding Documents;

- I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of the Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 There will be no pre-Bid conference for this project.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed, *faxed* or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.01 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached – *EJCDC No C-430, 2002 Edition*) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of the other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.
- 9.02 Project start and end Dates are indicated in the Notice to Award, Notice to Proceed and Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment *as defined in paragraph 6.05 of the General Conditions, or those substitute materials and equipment approved by Engineer and identified by Addendum*. The materials and

equipment described in the Bidding Documents established a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. *Request for Engineer’s clarification of materials and equipment considered “or-equal” prior to the Effective Date of the Agreement must be received by the Engineer at least 5 days prior to the date of receipt of Bids.* No item of material or equipment will be considered by Engineer as a substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the approval or disapproval of a proposed item will be final. If Engineer approved any proposed *substitute* item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.04 *The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 6.06.*

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer/Owner.
- 13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid Schedule, Bid item, and alternative listed therein, or the words "No Bid" entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or assistant secretary. The corporate address and state of incorporation shall be *provided on the Bid Form*.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall *be provided on the Bid Form*.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be *provided on the Bid Form*.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venture in the manner indicated on the Bid Form. The official address of the joint venture shall be *provided on the Bid Form*.
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 The address and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.
- 13.12 The bidder shall supply a copy of a current Price City Business License, if the bidder does not have a Price City Business License they are required to complete an application at Price City Hall, located at 185 East Main in the City Records Office after the Notice of

Award is issued. ***There will be no fee for this application as long as your state license is current.***

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 *Alternates*

- A. Include a separate price of each alternate described in the Bidding Documents and as provided in the Bid form. Determine the total bid amount by using the alternate with the lowest price. The Owner will select the alternate(s) which best fit their needs based on price and other considerations. The award will be made to the lowest qualified bidder based on the total bid amount with the alternate(s) selected by the Owner.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and if required the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation **“PRICE**

CITY PRICE CITY / CARBON SCHOOL DISTRICT PROJECT 17C-2019". *When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement or Invitation to Bid.* A mailed Bid shall be addressed to Price City, 432 West 600 South, Price, Utah 84501, Attn: Public Works Secretary.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and Bid security will be returned. Thereafter, if the Work is rebid *or negotiated*, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for

disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder who's Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest price and other factors considered.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 20.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES (DELETED)

ARTICLE 23 – RETAINAGE

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 24 – CONTRACTORS TO BE ASSIGNED (DELETED)

ARTICLE 25 – PARTNERING (DELETED)

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (General Conditions 00 72 00, APWA 2012 Manual of Standard Specifications). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions with the prefix "SC" added thereto.

SC-1.1.A.11 Add the following language to the end of Paragraph 1.1.A.11:

The Change Order form to be used on this Project is EJCDC No. C-941 *and is included in the Project Manual.*

SC-2.2.A. Amend the first sentence of Paragraph 2.02.A. to read as follows:

OWNER shall furnish to Contractor up to five printed or hard copies of the Drawings and Project Manual.

SC-4.2. Add the following new paragraphs immediately after paragraph 4.2D:

- E. No reports or explorations or tests of subsurface conditions, except as shown on plans, at or contiguous to the Site are known to the Owner or Engineer.*
- F. No reports or drawings related to Hazardous Environmental conditions at the Site are known to the Owner or Engineer.*

SC-5. Delete Part 5 in its entirety and insert the following in its place:

5.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.7, whichever is later, except as provided otherwise by Laws or Regulations or by

the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date of the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall have a General Policy holder's rating of not less than "A" in the most current available A.M. Best Co., Inc's, Best Insurance Report.

5.03 Certificates of Insurance

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 Contractor's Insurance

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under worker's compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

- b. by any other person for any other reason;
- 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

- 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insured, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insured, and the insurance afforded to these additional insured shall provide primary coverage for all claims covered thereby;
- 2. include at least the specific coverage and be written for not less than the limits of liability provided in Paragraph 5.04C or required by Laws or Regulations, whichever is greater;
- 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.10 and 6.17;
- 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been give to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include complete operations coverage;
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance of final payment and one year thereafter.
- C. The limits of liability for insurance required by Paragraph 5.04 shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
1. Workers' Compensation, and related coverage under Paragraphs 5.04.A.1 and A.2

a. State:	Statutory
b. Applicable Federal (e.g.; Longshoremen's)	Statutory
c. Employer's Liability	\$1,000,000
 2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverage and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:

a. General Aggregate	\$1,000,000
b. Products – Completed Operations Aggregate	\$1,000,000
c. Personal and Advertising Injury	\$1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
e. Property Damage liability insurance will provide Explosion,	

Collapse, and Underground coverage where applicable.

- f. Excess or Umbrella Liability
 - (1) General Aggregate \$1,000,000
 - (2) Each Occurrence \$1,000,000

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

- a. Bodily Injury:
 - Each Person \$1,000,000
 - Each Accident \$1,000,000
- b. Property Damage:
 - Each Accident \$1,000,000
- c. Combined Single Limit of \$1,000,000

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General conditions shall provide coverage for not less than the following amounts:

- a. Bodily Injury:
 - Each Person \$1,000,000
 - Each Accident \$1,000,000
- b. Property Damage:
 - Each Accident \$500,000
 - Annual Aggregate \$1,000,000

5.05 Owner's Liability Insurance

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees,

agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interest of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintain any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amounts will be borne by Contractor, Subcontractors, or other suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor request in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 Waiver of Rights

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against

Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.6, after Substantial Completion pursuant to Paragraph 14.5 and 14.6, or after final payment pursuant to Paragraph 14.8.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

- A. Any insured loss under the policies of insurance required in Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, and their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

- B. Owner as fiduciary shall have the power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.A. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgement of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to substantial Completion of all the Work as provided in Paragraph 14.6, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

SC-6.2 Add the following language at the end of Paragraph 6.1.A:

When employing workers in construction of public works by the state or any county or municipality or by persons contracting with the state or any county or municipality,

preferences shall be given citizens of the United States, or those having declared their intention of becoming citizens. This provision is in accordance with Utah Code Section 34-30-1.

SC-6.5 Add a new paragraph immediately after Paragraph 6.5.H.;

1. The Contractor shall not award work valued to more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

SC-6.7 Add a new paragraph immediately after Paragraph 6.7.G.:

H. Contractor shall obtain and pay cost for encroachment permit from Utah Department of Transportation and required bond prior to starting Work.

SC-9.2. Add the following language at the end of Paragraph 9.1.A.:

The Engineer will provide Resident Project Representative Services for this project. The Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative will be as stated in the Agreement between Owner and Engineer as executed for this specific Project.

FORMS
(FOR REFERENCE ONLY)

NOTICE OF AWARD

TO:

Project Description:

Project Number:

The Owner has considered the Bid submitted by you for the above described equipment in response to its Advertisement for Bids.

You are hereby notified that your Bid has been accepted for items in the amount of:

If you fail to furnish the equipment within 45 calendar day the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner within 10 calendar days.

Dated this Wednesday, October 30, 2019

OWNER: Price Municipal Corporation

SIGNATURE: _____
(Public Works Director)

ACCEPTANCE OF NOTICE*

Receipt of the above Notice of Award is hereby acknowledged by _____ this the day of _____.

SIGNATURE:

TITLE:

*Return Acceptance Of Notice To Price City.

AGREEMENT
(Price City Corporation - <Project Name & Number>)

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: *<Contractor>*
- B. Address: *<Contractors Address>*
- C. Telephone Number: *<Contractors Phone Number>*

1.2 OWNER

- A. The name of the OWNER is **Price City Corporation.**

1.3 CONSTRUCTION CONTRACT

- A. The CONTRACTOR will commence and complete the construction of:

<Project Name>
- B. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

<General Description of Work>

1.4 ENGINEER

- A. Price City Engineer, the OWNER'S representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

A. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

B. The Schedules of Prices awarded from the Bid Schedule are as follows.

<Schedule List>

C. An Agreement Supplement is not attached to this Agreement.

D. Based upon the above awarded schedules the Contract Price awarded is:

<Amount Written and Numbers>

2.2 CONTRACT TIME

A. The Work will be completed *<Number of Days>* calendar days after *<Date>*, or the first day of work on the Project, whichever is first.

2.3 LIQUIDATED DAMAGES

A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. Late Contract Time Completion:

Five Hundred dollars and Zero cents (\$ 500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

2. Interruption of Public Services:

No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER'S prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER'S right to recover the full amount of such damages. One Hundred dollars and Zero centers (\$ 100.00) for each day or part

thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER'S prior written authorization.

- B. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

2.4 PAYMENT

- A. CONTRACTOR shall submit to the OWNER Applications for Payment. Applications for Payment will be processed by the OWNER. (See Attached Application for Payment).
- B. The retainage of five percent (5%) will be withheld from each partial payment. All retainage will be made part of the final payment upon completion of the project.

2.5 CONTRACT DOCUMENTS

- A. The following documents list are the complete Bid Package:

<List Documents in Bid Package>

- B. Other Documents which are applicable to this agreement are:

- a. APWA 2012 Manual of Standard Specification (see Document 00 11 16; 1.7 B)
 - b. APWA 2012 Manual of Standard Plans (see Document 00 11 16; 1.9 B)
 - c. Addenda
 - <Addendum #>
 - <Addendum #>
 - d. The following documents may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.
- i. Notice to Proceed
- ii. Work Change Directive Change Order(s)

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Owner and CONTRACTOR execute this Agreement and declare it in effect as of the _____ day of _____, _____.

3.2 OWNERS'S AND CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGEMENT

OWNER: Price Municipal Corporation

By: _____

Name:

Title: Mayor

[CORPORATE SEAL] Attest:

By: ____

Title: City Recorder

SEAL

CONTRACTOR

Name:

Address:

[CORPORATE SEAL]

By: _____

SEAL

NOTICE TO PROCEED

Date:
Project:
Project Number:

To:

You are hereby notified to commence work in accordance with the Agreement dated *<date of agreement>* and start WORK on or before *<insert date>*, and you are to complete the WORK within *<days ex. 45>* consecutive calendar days thereafter. The date of completion of all WORK is therefore *<insert end date>*.

PRICE MUNICIPAL CORPORATION
OWNER

By _____

Title Public Works Director

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

By _____, this the _____ day of _____

By _____ Title _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ a _____
(Corporation, Partnership, or Individual)

hereinafter called "PRINCIPAL" and _____
(Surety)

of _____ State of _____ hereinafter
called the "SURETY", are held and firmly bound unto the PRICE MUNICIPAL CORPORATION of PRICE,
UTAH 84501, hereinafter called "OWNER", in the penal sum of _____ DOLLARS (\$
) in lawful money of the United States for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the PRINCIPAL entered into a
certain contract with the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto
attached and made a part of hereof for the construction of:

NOW THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions and agreements of said contract during the original term
thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the
SURETY, and if he shall satisfy all claims and demands incurred under such contract, and shall fully
indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of
failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER
may incur in making good any default, then this obligation shall be void: otherwise to remain in full force
and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees
that no change, extension of time, alteration or addition to the terms of the contract or to the work to be
performed there under or the specifications accompanying the same shall in any way affect its obligation
on this bond, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each of which shall
be deemed an original, the ____ day of _____, _____

ATTEST:

(PRINCIPAL)

(PRINCIPAL SECRETARY)

(WITNESS AS TO PRINCIPAL)

(ADDRESS, CITY, STATE AND ZIP CODE)

BY: _____(S)

(ADDRESS, CITY STATE AND ZIP CODE)

SEAL:

ATTEST:

(SURETY)

(SURETY SECRETARY)

(WITNESS AS TO SURETY)

(ADDRESS, CITY, STATE AND ZIP CODE)

BY: _____(S)
(PRINCIPAL SECRETARY)

(ATTORNEY-IN-FACT)

(ADDRESS, CITY STATE AND ZIP CODE)

SEAL:

***NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: That we, _____ a
(NAME OF CONTRACTOR)

(Corporation, Partnership, or Individual)

Hereinafter called "PRINCIPAL" AND _____
(SURETY)

Hereinafter called the "SURETY", are held and firmly bound unto the PRICE MUNICIPAL CORPORATION of PRICE, UTAH hereinafter called "OWNER", in the penal sum of:

DOLLARS (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

<project name and number>

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor the prosecution of the work provide for in such a contract, and any authorized extension of modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to performed there under or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contractor to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder whose claim may be satisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

(PRINCIPAL)

(PRINCIPAL SECRETARY)

(WITNESS AS TO PRINCIPAL)

BY: _____(S)

(ADDRESS, CITY, STATE AND ZIP CODE)

(ADDRESS, CITY STATE AND ZIP CODE)

SEAL:

ATTEST:

(SURETY)

BY: _____(S)
(PRINCIPAL SECRETARY)

(SURETY SECRETARY)

(ADDRESS, CITY, STATE AND ZIP CODE)

(ADDRESS, CITY STATE AND ZIP CODE)

SEAL:

***NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.**

APPLICATION FOR PAYMENT NUMBER <Enter number of payment>
<Type of Payment. Example FINAL or PARTIAL PAYMENT NUMBER>

PRICE MUNICIPAL CORPORATION

CONTRACTOR: <CONTRACTORS NAME>

CONTRACTOR'S ADDRESS: <CONTRACTOR'S ADDRESS>

CONTRACTOR'S ADDRESS: <ADDITIONAL LINE FOR ADDRESS>

PRICE CITY'S PROJECT NUMBER: <PRICE CITY'S PROJECT NUMBER EXAMPLE 3C-2005>

WORK STARTING DATE: <STARTING DATE OF WHEN WORK BEGAN>

FOR WORK ACCOMPLISHED THROUGH THE DATE OF: <DATE OF WORK> TO <DATE OF THIS PAYMENT>

1	Original Contract Price	\$	-
2	Net change by Change Order and Written Amendments (+ or -)	\$	-
3	Current Contract Price (1 plus 2)	\$	-
4	Total Completed and stored to date	\$	-
5	Total Retainage (per Agreement)	\$	-
6	Total completed and stored to date less retainage (4 minus 5)	\$	-
7	Less pervious Application for Payment	\$	-
8	TOTAL DUE THIS APPLICATION (6 MINUS 7)	\$	-

* Note:

The above table is an excel worksheet and will do all calculations. [Remove this line before printing!!](#)

Accompanying Documentation:

<ATTACH CHANGE ORDERS, INVOICES AND OTHER SUPPORTING DOCUMENTS>

Contractors Certification:

The undersigned CONTRACTOR certifies that (1) all pervious progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment; 2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by the Application for Payment will pass to OWNER at time of Payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such LIEN, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated: _____
AUTHORIZED SIGNATURE CONTRACTOR

State Of: _____ County Of: _____

Subscribed and sworn to before me _____ day of _____

NOTARY PUBLIC

My Commission Expires: _____



Payment of the above AMOUNT DUE THIS APPLICATION is recommended by:

DATE JOHN PROCARIONE DATE

RUSSELL SEELEY, P.E. DATE

Payment of the above AMOUNT DUE THIS APPLICATION APPROVED BY PRICE CITY COUNCIL:

DATED CITY RECORDER PRICE MUNICIPAL CORPORATION
COMPANY

Price Municipal Corporation / Carbon School District
Fencing 19C-2019

DETAIL SPECIFICATIONS

Contents

- Fence

Price City Public Works
432 West 600 South
Price, Utah
(435)637-5010
October 25th, 2019

SECTION 32 31 13
CHAIN LINK FENCES AND GATES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Chain link fabric, posts, braces, anchorage, gates, miscellaneous hardware and appurtenances.

1.2 REFERENCES

A. ASTM Standards:

- A53 Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
- A121 Zinc Coated (Galvanized) Steel Barbed Wire.
- A392 Zinc Coated Steel Chain-Link Fence Fabric.
- A491 Aluminum Coated Steel Chain-Link Fence Fabric.
- A585 Aluminum Coated Steel Barbed Wire.
- A641 Zinc Coated (Galvanized) Carbon Steel Wire.
- F567 Installation of Chain-Link Fence.
- F626 Fence Fittings.
- F654 Residential Chain-Link Fence Gates.
- F668 Poly (Vinyl Chloride) (PVC) Coated Steel Chain-Link Fence Fabric
- F1043 Strength and Protective Coatings on Steel Industrial Chain Link Fence and Framework.

B. CLFMI Standards:

Manual for Chain Link Fence Installation.

1.3 SUBMITTALS

- A. Drawings: Indicate plan layout, grid, size and spacing of components, accessories, fittings, anchorage, and post section.
- B. Data: Submit manufacturer's installation instructions and procedures, including details of fence and gate installation.
- C. Submit sample of fence fabric and typical accessories.

PART 2 PRODUCTS

2.1 GENERAL

- A. Galvanizing: Class 3, ASTM A121.
- B. Aluminizing: Class 2, ASTM A585.
- C. Polyvinyl Chloride (PVC): For PVC coated materials, paint all posts, fittings, hardware and accessories to match PVC color.
- D. Steel Posts: Schedule 40, ASTM A53.
- E. Concrete: Class 3000 minimum cast-in-place, Section 03 30 04.

2.2 CHAIN LINK FABRIC

- A. Steel wire fabric, eleven (11) gauge for all fences less than sixty (60) inches in height and nine (9) gauge for fences over sixty (60) inches coated as follows:
 - 1. Zinc coating, ASTM A392.
 - 2. Aluminum coating, ASTM A491.
 - 3. Polyvinyl chloride coating, ASTM F668. The fabric shall be hot dipped galvanized steel wire complying with ASTM A392 and coated with a continuous PVC bonding process (minimum fifteen (15) mil thickness). Color of PVC coating as indicated and applied free of voids, cracks, tears and to have a smooth and lustrous surface.
- B. For residential fabric, provide zinc coated fabric, ASTM F573.
- C. Unless indicated otherwise use chain link fabric that has approximately two (2) inch square mesh and coated after fabrication.
- D. Knuckle finish top edge and twist and barb bottom edge on fabric less than sixty (60) inches wide. For wider fabric, twist and barb finish on both edges. Provide fabric with barbing done by cutting the wire on bias.
- E. If indicated, insert slats in fabric.

2.3 BARBED WIRE

- A. Two (2) stand, twelve and a half (12 ½) gauge wire with fourteen (14) gauge, four (4) point round barbs spaced approximately five (5) inches on center.

2.4 TENSION WIRES AND FABRIC TIES

- A. Tension Wires: Seven (7) gauge galvanized coil spring steel wire, ASTM A641.
- B. Fabric Fasteners: Nine (9) gauge galvanized or six (6) gauge aluminum wire, or approved non-corrosive metal bands, for ties to fasten fabric to posts, rails, and gate frames. Fasten fabric to bottom tension wire spaced twenty-four (24) inches on center.

2.5 TRUSS OR TENSION BARS

- A. Galvanized steel rod 3/8 inch diameter for truss or tension bars used in trussing gate frames and line posts adjacent in end, corner, slope, or gate posts. When used in trussing line posts, provide adjustment by means of galvanized turnbuckles or other suitable tightening devices.
- B. Tension Bars:
 - 1. Galvanized high carbon steel bars not smaller than 3/16 inch x 3/4 inch for tension bars to fasten fabric to end and corner posts and gate frames. Provide one (1) tension bar for each end post and two (2) for each corner and pull posts per section of fabric.
 - 2. Use tension bar bands made from heavy pressed galvanized steel spaced on fifteen (15) inch centers to secure tension bars to posts.

2.6 POSTS, CAPS, RAILS, COUPLINGS

- A. Posts, Frames, Stiffeners, Rails: ASTM F1043.

Table 1 – Posts, Frames, Stiffeners, Rails	
Proposed Use	Nominal Type and Size
End, corner, slope and gate posts for single gates six (6) feet or less in width and double gate twelve (12) feet or less in width for: 1. Fence less than seventy-two (72) inches high 2. Fence seventy-two (72) inches or higher	2" pipe 2-1/2" pipe
Gate posts for single swing gates over six (6) feet, but not over thirteen (13) feet in width and double swing gates over twelve (12) feet, but not over twenty-six (26) feet in width or for all slide gates with leaves larger than six (6) feet	3-1/2" pipe
Gate posts for single swing gates over thirteen (13) feet, but not over eighteen (18) feet in width and double swing gates over twenty-six (26) feet, but not over thirty-six (36) feet in width	6" pipe
Gate posts for single swing gates over eighteen (18) feet in width and double swing gates over thirty-six (36) feet in width	8" pipe
Frame for gates	1-1/2" pipe
Stiffeners for gates	1-1/4" pipe
Line posts for fence seventy-two (72) inches or higher	2" pipe
Line posts for fence seventy-two (72) inches high	1-1/2" pipe, or 1-1/8" x 1-5/8" H
Top rail	1-1/4" pip, or 1-1/2" x 1-1/4" H
Bottom rail	Six (6) gauge, coiled spring steel tension wire

- B. Posts: Galvanized steel, at indicated length.
- C. Caps: Pressed galvanized steel or malleable iron designed to fit securely over post ends forming a weather tight closure. Where top rail is used, provide cap to permit passage of top rail. "H" section posts do not require caps.
- D. Top, Intermediate and Bottom Rails: Galvanized steel, in required lengths. Provide joint couplings to connect rails securely. Provide means for attaching top rails securely to each end, corner, line, slope and gate posts.
- E. Joint Coupling: Galvanized steel, six (6) inches long minimum for each joint. One (1) coupling in five (5) shall have expansion spring. Couplings shall be outside sleeve type with bore of sleeve true to maintain adjacent lengths of rail in alignment.

2.7 FITTINGS AND HARDWARE

- A. Galvanize fittings and hardware.

- B. Rivets: Galvanized steel.

2.8 SUPPORT OR EXTENSION ARM

- A. Use support or extension arms for barbed wire that are of a type that can be attached to tops of the posts and carry number of wires indicated.
- B. Use only support arms that are capable of supporting a two hundred fifty (250) pound vertical load at the end of the arm without causing permanent deflection.
- C. Single support arms are to be integral with a top post weather cap and have a hole for passage of the top rail when required.

2.9 GATES

- A. Residential Gates: ASTM F654.
- B. Provide additional horizontal and vertical members to ensure proper gate operation and for attachment of fabric, hardware and accessories.
- C. Assemble gate frames and attach hardware by welding or by using fittings and rivets to make rigid connections. Use same fabric as for fence. Install fabric with stretcher bars to gate frame at not more than fifteen (15) inches on center.
- D. Provide diagonal cross-bracing consisting of 3/8 inch diameter adjustable length truss rods on gates where necessary to prevent frame from sagging or twisting.

2.10 GATE HARDWARE

- A. Hinges: Pressed steel or malleable iron to suit gate size, non-lift-off type, offset to permit one hundred eighty (180) degree gate opening. Provide minimum of one (1) pair of hinges for each leaf.
- B. 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.
- C. Keeper: Provide keeper for all vehicle gates which automatically engages the gate leaf and holds it in the open position until manually released.
- D. Gate Stops: Mushroom type or flush plate with anchors set in concrete to engage the center drop rod or plunger bar.
- E. 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.

PART 3 EXECUTION

3.1 PREPARATION

- A. Locate and preserve utilities, Section 31 23 16.
- B. Excavation, Section 31 23 16.
- C. Review to ASTM F567 and CLFMI products manual for chain link fence installation.
- D. Protect roots and branches of trees and plants to remain.
- E. Limit amount of clearing and grading along fence line to permit proper installation.

3.2 LAYOUT OF WORK

- A. Accurately locate and stake locations and points necessary for installation of fence and gates.
- B. General arrangements and location of fence and gates are indicated. Install except for minor changes required by unforeseen conflicts with work of other trades.

3.3 INSTALLATION OF POSTS

- A. Space line posts as follows:
 - 1. Tangent sections to five hundred (500) feet radius: Ten (10) feet maximum.
 - 2. Two hundred (200) feet radius to under five hundred (500) feet radius: Eight (8) feet maximum.
 - 3. One hundred (100) feet radius to under two hundred (200) feet radius: Six (6) feet maximum.
 - 4. Under one hundred (100) feet radius: Five (5) feet maximum.
- B. Provide pull posts at five hundred (500) feet maximum intervals. Changes in line of thirty (30) degrees or more are considered corners.
- C. Set all posts to true line and grade in concrete bases or in approved pipe sleeves or sockets. Check for vertical and horizontal alignment.
- D. Construct concrete bases for posts at least ten (10) inches in diameter. Place a minimum of six (6) inches of concrete below each post. Depth of post in concrete as follows:
 - 1. Line posts: Eighteen (18) inches.
 - 2. End, pull corner and gate posts less than six (6) inches diameter: Twenty-four (24) inches.
 - 3. Gate posts: Thirty (30) inches.
- E. Where posts are required to be set in concrete walls or masonry, set sockets for posts to a depth of at least eighteen (18) inches. Use sockets that consist of length of 0.048 inch galvanized metal pipe sleeves, with an inside diameter sufficient to allow the posts to fit loosely. Coat inside of socket and outside of posts with bituminous paint. Caulk posts securely in place with lead wool.

3.4 INSTALLATION OF BRACE ASSEMBLIES

- A. Attached brace rail from end, pull, corner or gate posts to first ensuing line post. Install braces so posts are plumb when diagonal truss rod is under proper tension.

3.5 INSTALLATION OF RAILS

- A. Install rails level and plumb with grade between posts and attached to posts before stretching fabric. Top rails shall form continuous brace from end-to-end of each run of fence.

3.6 INSTALLATION OF FENCE FABRIC

- A. Place fence fabric on security side of posts unless otherwise specified. Place fabric approximately one (1) inch above the ground. Maintain a straight grade between posts by excavating ground high points. Filling depressions with soil.
- B. Stretch fabric taut and securely fasten to posts. Fasten to end, gate, corner, and pull posts. Secure stretcher bars with metal bands spaced at fifteen (15) inch intervals. Cut the fabric and fasten each span independently at all pull and corner posts. Fasten to line posts with tie wire, metal bands, or other at fifteen (15) inch intervals. Attach the top edge of fabric to the top rail or tension cable at approximately twenty-four (24) inch intervals. Attach bottom tension wire to fabric with tie wires at twenty-four (24) inch intervals and secure to end of pull posts with brace bands.
- C. Draw barbed wire to assure minimum sag at high temperature and no breakage at low temperature. Connect wires and arms by means of 0.142 gauge galvanized wire stays.

3.7 INSTALLATION OF GATES

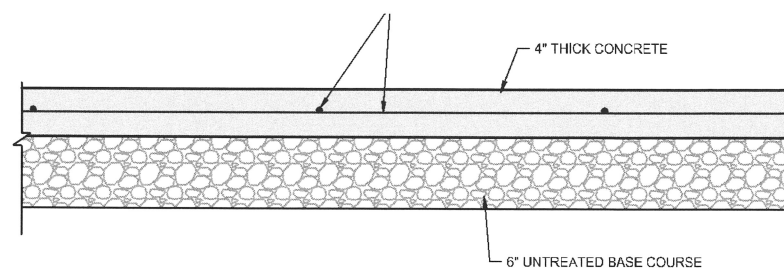
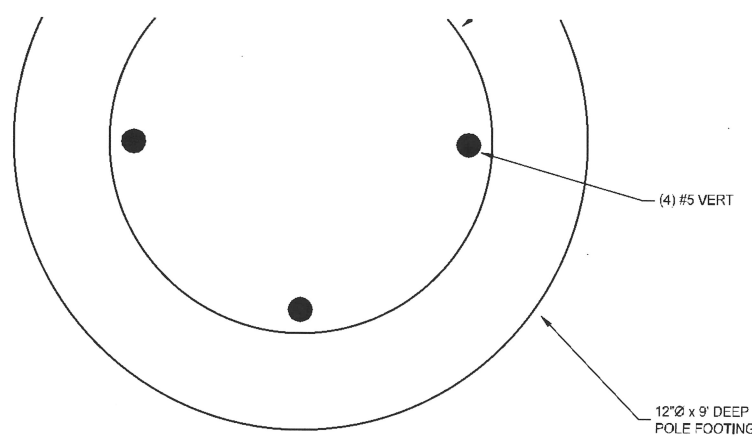
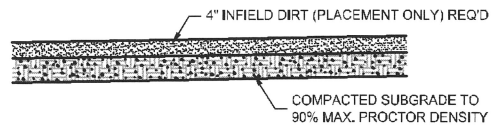
- A. Install gates plumb, level, and secure for full opening without interference. Install ground-set items in concrete for anchorage as recommended by the fence manufacturer. Adjust hardware for smooth operation.

3.8 REPAIR DAMAGED COATING

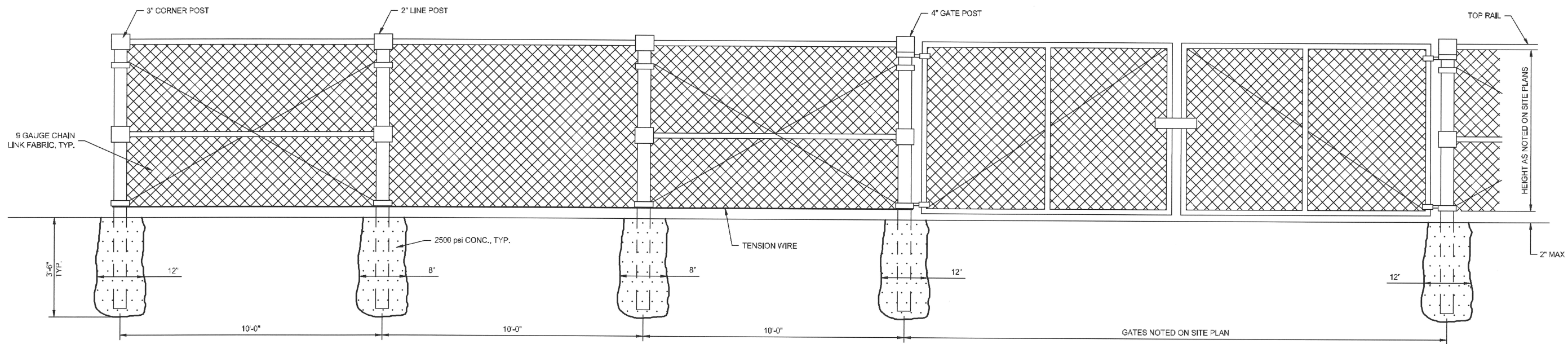
- A. Grind smooth and wire brush all welds made after galvanizing to remove loose or burned zinc coating, after which neatly coat the areas with 50-50 solder or as otherwise directed by ENGINEER. Make repairs to abraded or otherwise damaged zinc coating in a similar manner. Replace PVC coating.

MAPS

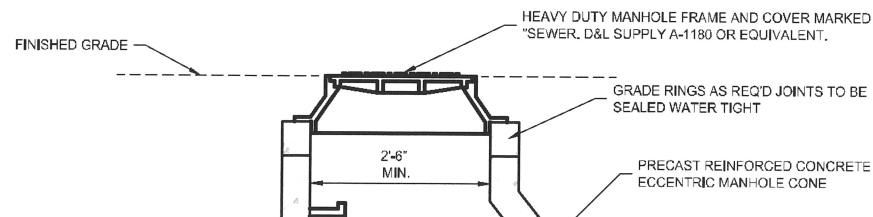
Price City Public Works
432 West 600 South
Price, Utah
(435)637-5010
December 5th, 2017



K1	BASBALL INFIELD DIRT DETAIL	K5	BASEBALL BACKSTOP NETTING SUPPORT DETAIL	K9	CONCRETE FLATWORK
SCALE	NTS	SCALE	NTS	SCALE	NTS

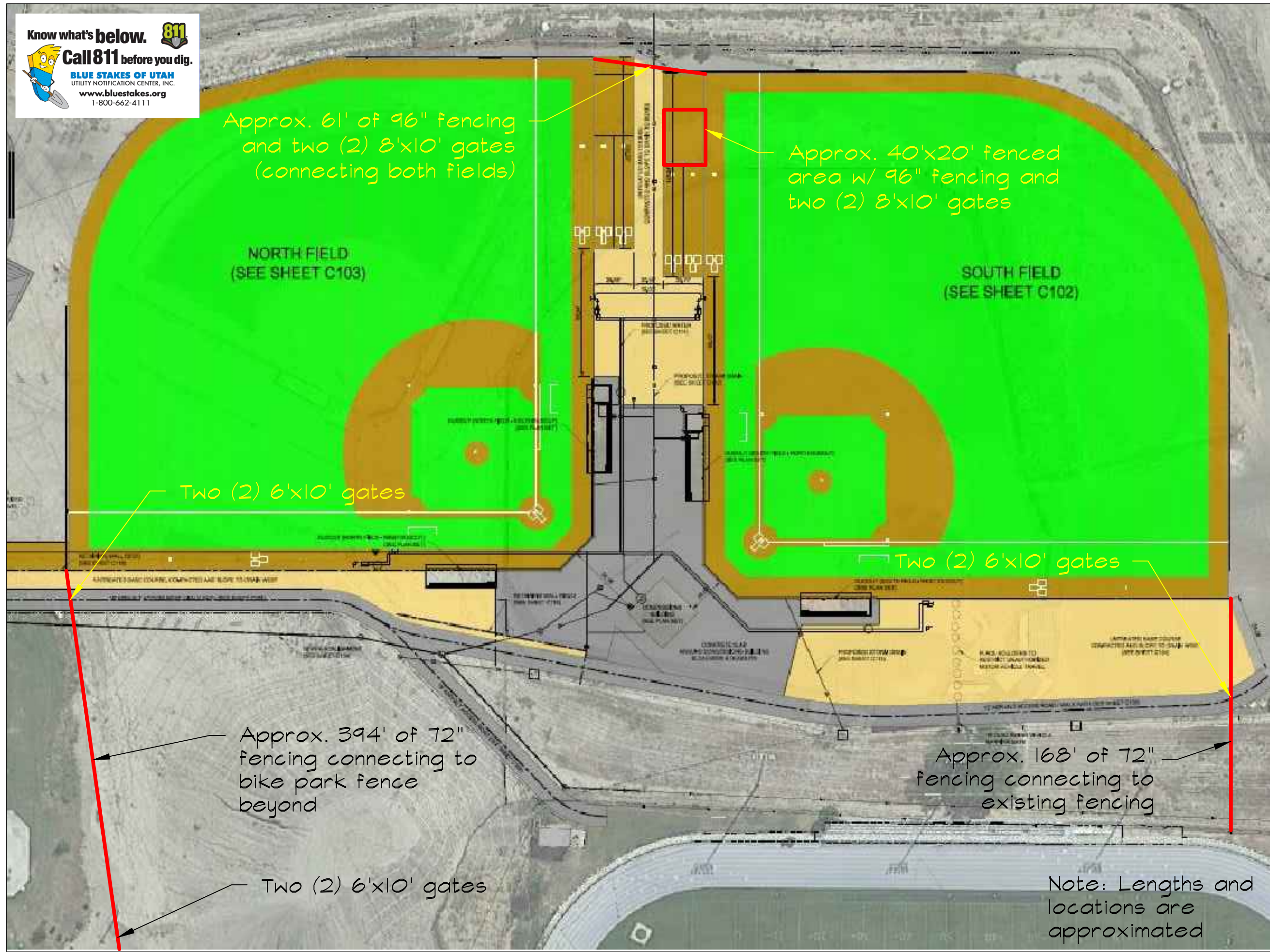


G1	BASEBALL FIELD FENCING AND GATES DETAIL		
SCALE	NTS		



5/4/18 D:\BID\05 K1771 E

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 UTILITY NOTIFICATION CENTER, INC.
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COMMUNITY BASEBALL COMPLEX
 PROPOSED FENCING

OPTIONS

#17-2019

OCT 23, 2019

Price ^{Utah}

Price City / Carbon School District
Fencing Project #19C-2019

				Company					
	Item	Unit	Qty	All Over Fence		SW Fencing		Ward Landscaping	
1	Mobilization	LS	1	\$ 1,297.00	\$ 1,297.00	\$ 500.00	\$ 500.00	\$ 1,100.00	\$ 1,100.00
2	96 Inch Fence	LF	200	\$ 25.00	\$ 5,000.00	\$ 29.83	\$ 5,966.00	\$ 24.00	\$ 4,800.00
3	72 Inch Fence	LF	565	\$ 19.50	\$ 11,017.50	\$ 17.39	\$ 9,825.35	\$ 22.00	\$ 12,430.00
4	8 Foot Gate	EA	4	\$ 550.00	\$ 2,200.00	\$ 884.25	\$ 3,537.00	\$ 685.00	\$ 2,740.00
5	6 Foot Gate	EA	6	\$ 500.00	\$ 3,000.00	\$ 763.50	\$ 4,581.00	\$ 465.00	\$ 2,790.00
Total				\$ 22,514.50		\$ 24,409.35		\$ 23,860.00	

Corrected Math Errors

Lowest Bid

Open 11/6/2019 @ 2:30 PM

AGREEMENT
(Price City Corporation – Project 19C-2019)

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: *All Over Fence*

- B. Address: *7834 W 2400 S*
Magna, Ut 84044

- C. Telephone Number: *(505)350-1987*

1.2 OWNER

- A. The name of the OWNER is **Price City Corporation.**

1.3 CONSTRUCTION CONTRACT

- A. The CONTRACTOR will commence and complete the construction of:

Price City / Carbon School District Fencing Project #19C-2019

- B. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

Chain Link Fencing

1.4 ENGINEER

- A. Price City Engineer, the OWNER'S representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

A. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

B. The Schedules of Prices awarded from the Bid Schedule are as follows.

NA

C. An Agreement Supplement is not attached to this Agreement.

D. Based upon the above awarded schedules the Contract Price awarded is:

Twenty two thousand five hundred fourteen dollars and 50 cents - \$22,514.50

2.2 CONTRACT TIME

A. The Work will be completed 45 calendar days after *November 18th, 2019* or the first day of work on the Project, whichever is first.

2.3 LIQUIDATED DAMAGES

A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. Late Contract Time Completion:

Five Hundred dollars and Zero cents (\$ 500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

2. Interruption of Public Services:

No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER'S prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER'S right to recover the full amount of such damages. One Hundred dollars

and Zero centers (\$ 100.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER'S prior written authorization.

- B. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

2.4 PAYMENT

- A. CONTRACTOR shall submit to the OWNER Applications for Payment. Applications for Payment will be processed by the OWNER. (See Attached Application for Payment).
- B. The retainage of five percent (5%) will be withheld from each partial payment. All retainage will be made part of the final payment upon completion of the project.

2.5 CONTRACT DOCUMENTS

- A. The following documents list are the complete Bid Package:

Bidder Requirements
Bidder Information
Detail Specifications
Maps

- B. Other Documents which are applicable to this agreement are:

- a. APWA 2017 Manual of Standard Specification (see Document 00 11 16; 1.7 B)
 - b. APWA 2017 Manual of Standard Plans (see Document 00 11 16; 1.9 B)
 - c. The following documents may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.
- i. Notice to Proceed
- ii. Work Change Directive Change Order(s)

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. Owner and CONTRACTOR execute this Agreement and declare it in effect as of the _____ day of _____, _____.

3.2 OWNER'S AND CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGEMENT

OWNER: Price Municipal Corporation

By: _____

Name: Michael Kourianos

Title: Mayor

[CORPORATE SEAL] Attest:

By: Sherrie Gordon

Title: City Recorder

SEAL

CONTRACTOR

Name:

Address:

[CORPORATE SEAL]

By: _____

SEAL

ORDINANCE NO. 2019-002

AN ORDINANCE OF PRICE CITY, UTAH
ADOPTING THE CITY COUNCIL MEETING SCHEDULE
FOR THE CALENDAR YEAR OF 2020

WHEREAS the Price City Council is to adopt its regular meeting schedule by ordinance pursuant to §10-3-502, Utah Code Ann. (1953), as amended;

NOW, THEREFORE, BE IT ORDAINED by the Price City Council that the City Council meeting schedule for the Calendar year of 2020 shall be as follows:

The City Council shall meet on the second and fourth Wednesdays of each month, at 5:30 p.m. at 185 E. Main, Price, Utah (except as noted*).	The City Council shall meet on the second Wednesday of each month, at 4:00 p.m. at 185 E. Main, Price, Utah (except as noted*)
January 8, 22	January 8
February 12, 26	February 12
March 11, 25	March 11
April 8, 22	April 8
May 13, 27	May 13
June 10, 24	June 10
July 8, 22	July 8
August 12, 26	August 12
September 9, 23	September 9
October 14, 28	October 14
November *10, *24	November *10
December 9	December 9

Effective Date: This ordinance shall become effective immediately upon passage.

**PASSED AND ADOPTED BY THE PRICE CITY COUNCIL, STATE OF UTAH,
ON THE 26TH DAY OF NOVEMBER, 2019, BY UNANIMOUS VOTE.**

APPROVED

Michael Kourianos, Mayor

ATTEST

Sherrie Gordon, City Recorder

ORDINANCE NO. 2019-003

AN ORDINANCE OF PRICE CITY, UTAH
ADOPTING THE PLANNING AND ZONING COMMISSION MEETING SCHEDULE
FOR THE CALENDAR YEAR OF 2020

WHEREAS the Price City Council is to adopt the regular meeting schedule for the Planning and Zoning Commission by ordinance pursuant to §10-3-502, Utah Code Ann. (1953), as amended;

NOW, THEREFORE, BE IT ORDAINED by the Price City Council that the Planning and Zoning Commission meeting schedule for the Calendar year of 2020 shall be as follows:

The Planning and Zoning Commission meets on the second and fourth Mondays at 5:00 p.m. at 185 E. Main, Price, Utah. (except as noted*)

January *6,*21
February 10, 24
March 9, 23
April *6, 20
May 11, *26
June 8, 22
July *6, 20
August 10, 24
September *8, 21
October *13, 26
November 9, 23
December * 7

Effective Date: This ordinance shall become effective immediately upon passage.

**PASSED AND ADOPTED BY THE PRICE CITY COUNCIL, STATE OF UTAH,
ON THE 26TH DAY OF NOVEMBER, 2019, BY UNANIMOUS VOTE.**

APPROVED

Michael Kourianos, Mayor

ATTEST

Sherrie Gordon, City Recorder

Minutes of the Price City Council Workshop
City Hall, Room 106
November 13, 2019 – 4:00 p.m.

Present:

Michael Kourianos, Mayor

Councilmembers:

Amy Knott-Jespersen

Rick Davis

Terri Willis

Layne Miller

Excused:

Councilmember Marsing

Items discussed:

1. Safety Seconds – Councilmember Miller
2. Vision Statement

Adjourned: 5:25 P.M.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Sherrie Gordon, City Recorder

Minutes of the Price City Council Meeting
City Hall
Price, Utah
November 13, 2019 at 5:34 p.m.

Present:

Mayor Kourianos

Councilmembers:

Rick Davis

Amy Knott-Jespersen

Layne Miller

Terry Willis

Sherrie Gordon, City Recorder

Miles Nelson, Public Works Director

Brandon Sicilia, Police Chief

1. Mayor Kourianos called the regular meeting to order at 5:30 p.m. Pastor Jimmy Darter with Liberty Faith Fellowship offered a word.
2. Mayor Kourianos led the Pledge of Allegiance.
3. Roll was called with the above Councilmembers and staff in attendance. Councilmember Marsing was excused/absence.
4. SAFETY SECONDS – Councilmember Knott-Jespersen talked about daylight savings time and it getting dark earlier. Extra care should be taken when driving on the roads. All lighting lens and windshield should be cleaned to enhance a clear view. Always look away from oncoming lights. When driving at night slow down to avoid accidents.
5. PUBLIC COMMENT – No public comment was received on any item.
6. (RE)APPOINTMENT OF PRICE CITY PLANNING AND ZONING COMMISSION MEMBERS - Consideration and possible approval of the (re) appointment and swearing-in of David Black, Erroll Holt and Jade Powell to the Price City Planning and Zoning Commission for 3-year terms.

MOTION. Councilmember Willis moved to approve the Planning Commission appointments as recommended by staff. Motion seconded by Councilmember Knott-Jespersen and carried.

The City Recorder administered the Oath of Office to David Black, Erroll Holt and Jade Powell

7. 2019 GENERAL ELECTION CANVASS - Authorization for the City Council and City Recorder to serve as the Board of Canvassers and approve the 2019 General Election results.

Councilmembers Davis, Jespersen, Miller, and Willis, and the City Recorder, served as the Board of Canvassers to receive the 2019 General Election official results on Tuesday, November 12, 2019, at noon, at the Carbon County Administration Building in the Clerk’s Office. The City Recorder read the election vote results aloud:

Price City Council:

Jared Chiara – 440 votes

Andy Urbanik – 517 votes

Boyd Marsing – 729 votes

Layne Miller – 905 votes

Rick Davis – 777 votes

Terri Tubbs – 586 votes

MOTION. Councilmember Knott-Jespersen moved to approve the 2019 General Election results as read aloud by the City Recorder. Motion seconded by Councilmember Miller and carried.

CONSENT AGENDA - Councilmember Davis moved to approve consent agenda items 8 through 15 with the exception of item 12. Motion seconded by Councilmember Knott-Jespersen and carried.

8. MINUTES

- a. October 23, 2019 City Council Meeting

9. CAREER LADDER PROMOTION - Consideration and possible approval of a career ladder promotion for Bryce Slaugh from WST Operator III to WST Operator IV.
10. ALTERNATE PUBLIC DEFENDER CONTRACT - Consideration and possible approval of a contract for alternate public defender services with Travis Blackburn.
11. VOLKSWAGEN ELIGIBLE MITIGATION ACTION AGREEMENT BETWEEN STATE OF UTAH, DEPARTMENT OF TRANSPORTATION AND STATE OF UTAH, DEPARTMENT OF ENVIRONMENTAL QUALITY - Consideration and possible approval of agreement.
12. FENCING PROJECT #19C-2019 - Consideration and possible approval of bids to install chain link fencing near the Community Baseball Complex. Bids Received: All Over Fence \$22,514.50, Southeast Fencing \$24,409.35 and Ward's Landscaping \$23,860.00. All work contracted will be within the project budget.

MOTION. Councilmember Miller moved to table Item 12 for further discussion. Motion seconded by Councilmember Willis and carried.

13. EASY PROGRAM REIMBURSEMENT - Consideration and possible approval of an EASY Program reimbursement to Dr. Dale Terry for lighting efficiency upgrades.
14. BUSINESS LICENSES - Consideration and possible approval of business licenses for: Castle Country Athletics at 27 W 100 W, Club Mecca Cafe (The Mecca LLC) at 75 W Main and Lisa Brower/Enliven Within at 790 N Cedar Hills.
15. BEER LICENSE - Consideration and possible approval of a beer license for Club Mecca Cafe.
16. TRAVEL REQUESTS - Consideration and possible approval of travel requests for:
Bret Cammans, Customer Service Director - UAMPS Board of Directors Meeting, November 19-20, 2019, SLC, UT
Trenton Bennett, Building Inspection - UAPMO Business Meeting, November 19-22, 2019, St. George, UT
17. UNFINISHED BUSINESS – No unfinished business discussed

Mayor Kourianos called for a motion to close the regular City Council meeting.

MOTION. Councilmember Miller moved to close the regular City Council meeting. Motion seconded by Councilmember Willis and carried.

The regular City Council meeting was adjourned at 5:49 p.m.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Sherrie Gordon, City Recorder

**PRICE MUNICIPAL CORPORATION
2020 BOARD/COMMITTEE MEETINGS**

NOTICE OF ANNUAL MEETING SCHEDULE

PUBLIC NOTICE is hereby given that the meeting schedule for the Library Board, International Days, Community Progress, and Price River Water Resources Committee for the year 2020 shall be as follows:

<u>Library Board</u>	<u>International Days Committee</u>	<u>Progress Committee</u>	<u>Price River Water Resources Committee</u>
City Hall Room 106 4:00 P.M.	City Hall Room 207 Noon	City Hall Room 106 5:00 P.M.	City Hall Room 207 3:00 P.M.
January 13	February 11	January 30	January 14
February 10	March 10	February 27	February 11
March 9	April 7	March 26	March 10
April 13	May 12	April 30	April 14
May 11	June 9	May 28	May 12
*June 1 (Policy Development/Board Training – 10:00 A.M.)	July 7, 21	June 25	June 9
June 8	August 11	July 30	July 14
July 13		August 27	August 11
August 10		September 24	September 8
September 14		October 29	October 13
*October 13		*November 19	November 10
November 9			December 8
December 14			

*Please note that this meeting is not on its regularly scheduled day.

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during these meetings should contact the City Recorder, at 185 East Main, Price, Utah, or telephone (435) 636-3183, at least 24-hours prior to the meeting.



MEMORANDUM

TO: Mayor and City Council

FROM: Nick Tatton

*Distributed electronically via email by
NT on 10-16-19*

DATE: November 16th, 2019

SUBJECT: Promotion: Brandon Ratcliffe, Police Sergeant

Police Chief Brandon Sicilia conducted a comprehensive promotion process that included testing and interview phases to determine an officer to be promoted to Sargent. Chief Sicilia has selected Brandon Ratcliffe for that promotion. Brandon will be promoted to Grade 16 and receive the accompanying wage increase. Funding for promotion is within the budget and has been anticipated as part of planned retirements within the Police Department. The promotion and wage increase will be effective on December 8th, 2019 to coordinate with a payroll cycle.

Questions should be directed to Chief Sicilia. Please congratulate Sergeant Ratcliff.

Cc Chief Sicilia
Lisa Richens
Dana Young



Travel Request (revised)

Name: Russell Seeley
Event: Winter Utah City Engineer Association Conference
Topic: Public Works/Engineering
Dates: January 29-30, 2020
Location: St. George, Utah

Estimated Expenses

Travel Means: \$155.00 (570 miles x \$0.2725/mile)
Lodging: 220.00
Meals: 20.00
Fees/Membership: 200.00

Total: \$595.00

Russell (Print Name) [Signature] (Sign Name) 10/30/19 (Date)

Supervisor Review: [Signature] (Public Works Director)

Mayor
MICHAEL
KOURINOS
City Attorney
THOMAS SITTERUD
City Recorder
SHERRIE GORDON
City Treasurer
SHARI MADRID
Finance Director
LISA RICHENS



City Council

RICK DAVIS
AMY KNOTT-
JESPERSEN
BOYD MARSING
LAYNE MILLER
TERRY WILLIS

185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501
PHONE (435) 637-5010 • FAX (435) 637-2905

Travel Request: UAMPS Member Meeting December 16-18, 2019

Person: Bret Cammans

Date: December 16-18, 2019

Location: Salt Lake City, Utah

Purpose: End of Year Member and Committee Meetings and Election of New Directors

Cost:

Class	\$0
Travel	\$130 approximately
Lodging	\$240 approximately (2 Nights)
Meals	\$ 19 other meals included
Total	\$389

UAMPS reimburses the costs of the trip as well as daily compensation.

UAMPS Monthly meeting.

Thank You
Bret Cammans