

REQUEST FOR COUNCIL ACTION

SUBJECT: Award a fencing contract for the Wild West Jordan Playground

SUMMARY: Award a contract to CN Concrete LLC and authorize the Mayor to execute a contract with CN Concrete LLC for the installation of a 4-foot high black polymer coated steel chain link fence to surround the Wild West Jordan Playground in Veterans Memorial Park.

FISCAL AND/OR

ASSET IMPACT: Funding is available in the Parks Capital Upgrade account.

STAFF RECOMMENDATION:

Award a contract to CN Concrete LLC and authorize the Mayor to execute a contract with CN Concrete LLC for the installation of a 4-foot high black polymer coated steel chain link fence to surround the Wild West Jordan Playground in Veterans Memorial Park.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 19-204 to award a contract to CN Concrete LLC and authorize the Mayor to execute a contract with CN Concrete LLC for the installation of a 4-foot high black polymer coated steel chain link fence to surround the Wild West Jordan Playground in Veterans Memorial Park in an amount not to exceed \$34,632.00."

Roll Call vote required.

Prepared and Presented by:

Justin Stoker

Justin Stoker
Deputy Public Works Director

Recommended by:

Brian Clegg

Brian Clegg
Public Works Director

Authorized for Council Consideration:

David R. Brickey

David R. Brickey
City Manager

Reviewed as to Legal Sufficiency:

Jared C. Tingey

Jared C. Tingey
City Attorney's Office

BACKGROUND DISCUSSION:

At the request of the City Council, staff advertised a bid for a 4-foot high fence to be installed around the new Wild West Jordan Playground at Veterans Memorial Park. The initial request for bids was advertised in the summer; no bids were received. Feedback received from the contractors recommended bidding in the fall when they would be available for work.

The City advertised a second time on the Utah Public Procurement Place website with bids due November 7. The City received one responsive bid from CN Concrete LLC. The City was able to negotiate a decrease in the submitted cost of the 12-foot wide mow strip, reducing the cost of the project by \$5,980.00.

Attachments:

- Resolution
- Contract

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 19-204

**A RESOLUTION AWARDING A CONTRACT WITH CN CONCRETE LLC AND
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN
THE CITY AND CN CONCRETE LLC FOR FENCING AT THE WILD WEST JORDAN
PLAYGROUND**

Whereas, the City of West Jordan has received bids for fencing at the Wild West Jordan Playground. CN Concrete LLC is the low, responsible bidder and is the recommended contractor for fencing at the Wild West Jordan Playground; and

Whereas, the City Council desires to execute a Contract with CN Concrete LLC for the installation of a 4-foot high black polymer coated steel chain link fence. The award shall not be binding upon the City of West Jordan unless and until the Contract is fully executed by the parties; and

Whereas, the proposed Contract between the City of West Jordan and CN Concrete LLC (a copy of which is attached as **Exhibit A**) for the installation of a 4-foot high black polymer coated steel chain link fence at the Wild West Jordan Playground has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached Contract with CN Concrete LLC for the installation of a 4-foot high black polymer coated steel chain link fence at the Wild West Jordan Playground is acceptable.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH;
THAT:

- Section 1. The Contract for the installation of a 4-foot high black polymer coated steel chain link fence at the Wild West Jordan Playground is hereby awarded to CN Concrete LLC, which award shall not be binding upon the City of West Jordan until the Contract is fully executed by the parties.
- Section 2. The Mayor is hereby authorized to execute the attached Contract between the City of West Jordan and CN Concrete LLC for the installation of a 4-foot high black polymer coated steel chain link fence at the Wild West Jordan Playground in an amount not to exceed \$34,632.00; and
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this ____ day of _____ 20____.

ATTEST:

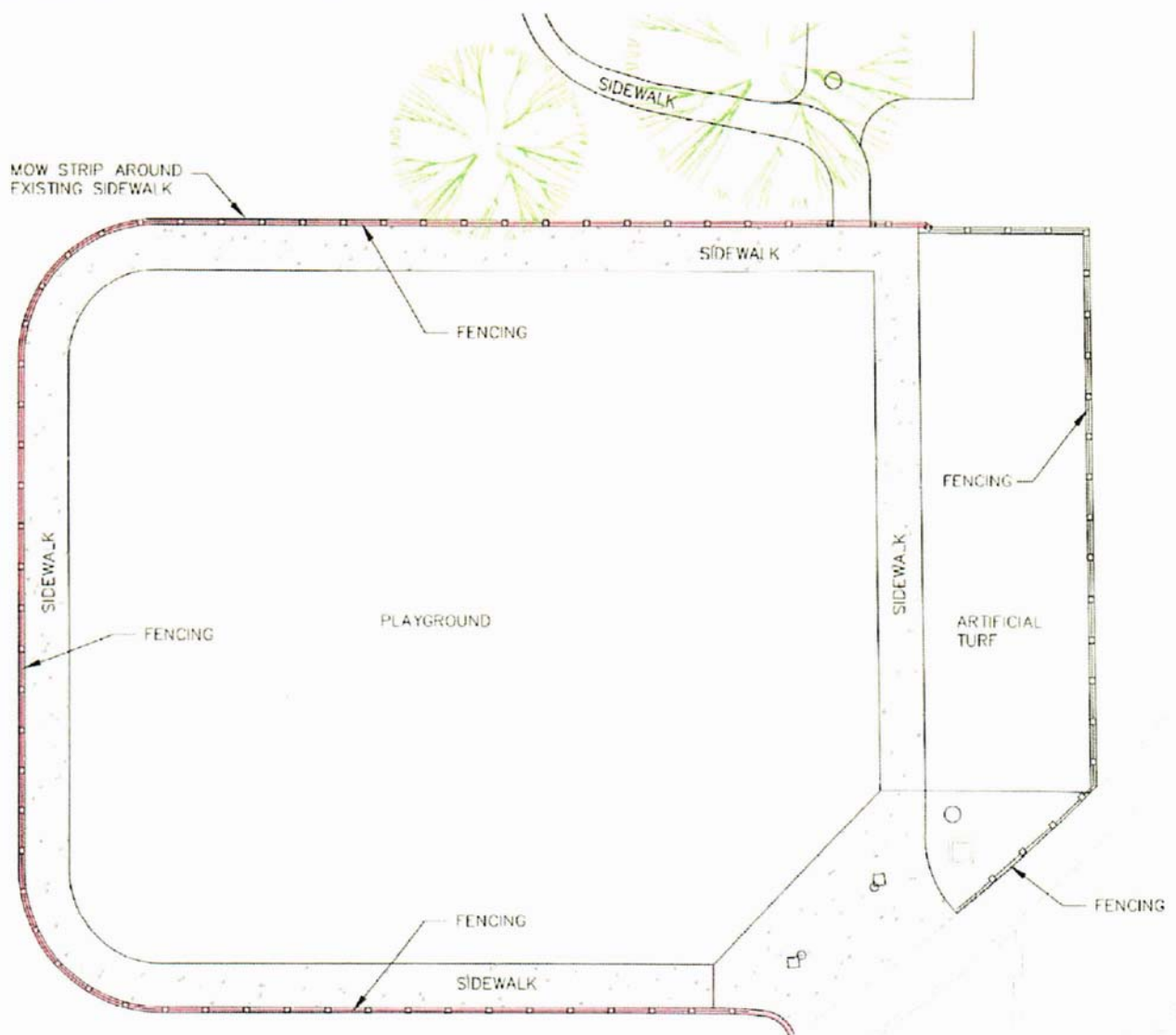
Jim Riding
Mayor

Jamie Brooks, CMC
Interim City Recorder

RESOLUTION NO. 19-204

**A RESOLUTION AWARDED A CONTRACT WITH CN CONCRETE LLC AND
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN
THE CITY AND CN CONCRETE LLC FOR FENCING AT THE WILD WEST JORDAN
PLAYGROUND**

Voting by the City Council	"YES"	"NO"
Council Member Alan Anderson	_____	_____
Council Member Dirk Burton	_____	_____
Council Member Zach Jacob	_____	_____
Council Member Chad R. Lamb	_____	_____
Council Member Chris McConnehey	_____	_____
Council Member Kayleen Whitelock	_____	_____
Mayor Jim Riding	_____	_____



VETERANS MEMORIAL



CITY OF WEST JORDAN CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the City of West Jordan, a municipality and political subdivision of the State of Utah and the following CONTRACTOR:

**CN Concrete LLC
14694 S. Ten Sleep Circle
South Jordan, UT 84095**
2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is for the installation of a 4-foot high black polymer coated steel chain link fence for the Wild West Jordan Playground.
3. **PROCUREMENT:** This contract is entered into as a result of the Invitation for Bid #WJPW20100901, which was submitted to the City on November 7, 2019 by the contractor.
4. **CONTRACT PERIOD:** **Effective date:** December 5, 2019 **Termination date:** April 3, 2020, unless terminated early or extended in accordance with the terms and conditions of this contract.
5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$34,632.00 for costs authorized by this contract.
6. **INSURANCE:** The contractor shall maintain not less than (a) \$3,000,000.00 automobile insurance, (b) \$2,000,000 general liability insurance with \$3,000,000 general aggregate, and (c) worker's compensation as required by state statute, during the duration of this contract.
7. **ATTACHMENT A:** Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Insurance Certificate
ATTACHMENT D: Payment Bond – N/A
ATTACHMENT E: Performance Bond –N/A
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
8. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. City of West Jordan's Procurement Policies, and the Invitation for Bids (IFB) which was submitted to the City on November 7, 2019, by the contractor.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CITY OF WEST JORDAN

ATTEST

Jim Riding, Mayor

Jamie Brooks, Interim City Recorder

Date

APPROVED TO LEGAL FORM:

Jared C. Tingey
Jared C. Tingey (Nov 26, 2019)

City Attorney

CONTRACTOR

Curtis J. Nelson
Curtis J. Nelson (Nov 27, 2019)

Signature

Nov 21, 2019

Date

Curtis Nelson, owner of CN Concrete LLC

Name and Title

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this Contract are pursuant to the authority set forth in the West Jordan Municipal Code Section 3-1-2 et seq. Mandatory applicable state and federal law and regulations also apply.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake County.
3. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.
4. **AUDIT OF RECORDS:** The CONTRACTOR agrees to allow City, State, and Federal auditors, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the City of West Jordan unless disclosure has been made in accordance with City ordinances and policies. Further, contractor certifies that it has not offered or given any gift or compensation prohibited by local, state, or federal law, to any officer or employee of the City of West Jordan to secure favorable treatment with respect to being awarded this Contract.
6. **INSURANCE:** The contractor shall maintain not less than (a) \$3,000,000.00 automobile insurance, (b) \$2,000,000.00 general liability insurance with \$3,000,000.00 general aggregate, and (c) worker's compensation as required by state statute, during the duration of this contract.
7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the City of West Jordan to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the City, except as expressly set forth herein. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the CITY for these contract services. Persons employed by the CITY and acting under the direction of the CITY shall not be deemed to be employees or agents of the CONTRACTOR.
8. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the CITY OF WEST JORDAN, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the City's sole negligence.
9. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the workplace.
10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal, and void shall not affect the legality and enforceability of any other provision of this contract unless the provisions are mutually dependent.
11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
12. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the City.
13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **SALES TAX EXEMPTION:** The City of West Jordan's sales and use tax exemption number is E39555. The tangible personal property or services being purchased are being paid from City funds and used in the exercise of the City's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of the City.

15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products or services that it licenses, contracts, or sells to the City of West Jordan under this contract for a period of one year unless otherwise specified and mutually agreed upon elsewhere in this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product or services will do what the salesperson said it would do, (2) the product or services will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product or services will be suitable for the ordinary purposes for which such product is used, (4) the product or services will be suitable for any special purposes that the City of West Jordan has relied on the contractor's skill or judgment to consider when it advised the City about the product or services, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the City has not been warned. Remedies available to the City of West Jordan include the following: The contractor will repair or replace (at no charge to the City) the product or services whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product or services prove to be inadequate or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the City of West Jordan may otherwise have under this contract or provided under the Uniform Commercial Code of the State of Utah.

ATTACHMENT B: SCOPE OF WORK



INVITATION FOR BIDS

BID No.: WJPW20100901-Addendum #5
BID DUE DATE: November 7, 2019 - 2:00 p.m.
QUESTIONS DEADLINE: November 4, 2019 - 10 a.m.

Fencing for New Wild West Jordan Playground

Please complete:

Fed Tax ID No.: 87-0 Business License No.: City: 1068 / DOPL 7725202-5501
Company Name: CN Concrete LLC Contact Person: Curtis Nelson
Phone Number: 435-230-3976 Email Address: cn.concrete@hotmail.com
Address (orders): 14694 S Ten Sleep Circle City: Bluffdale State: UT Zip: 84065
Remit Address: PO Box 951033 City: South Jordan State: UT Zip: 84095

GENERAL INFORMATION

West Jordan City (OWNER) is seeking bids for a four-foot tall black polymer coated steel chain link fence to enclose the West Jordan Wild West Playground. The base bid is for polymer coated chain link fence with one bid alternates. Bid Alternate #1 is for ornamental iron fencing in place of the chain link fence. As part of the base bid, bidders will include approximately 422 linear feet of 12-inch wide mow strip (located on the west, and the north and east sides of the artificial turf area. See Exhibit #1 at the end of the document for the fence location and quantity.

DETAILED SCOPE OF WORK

Description

The work performed under this section shall consist of

- The base bid includes furnishing all labor, materials, and equipment necessary for the installation of four-foot tall black polymer coated chain link fencing. As part of this bid the contractor will include core drilling or sleeve the posts into a 6-inch-thick, 12-inch wide mow strip. Fencing to be centered in new and existing mow strip (around artificial turf). Posts will be grouted into mow strip to prevent voids from edge of post and core hole. Fence posts will be encased in concrete a minimum of 12" below the mow strip.
- Bid Alternate #1 includes furnishing all labor, materials, and equipment necessary for the installation of four-foot-tall black ornamental iron fence in lieu of the black polymer coated chain link fencing. Included in the price will be all necessary core drilling or mechanical fasteners required to attach the fence to the sidewalk as described in the previous bullet point.

BASE BID - VINYL-COATED CHAIN LINK FENCE

Product Data:

- A. Fabric - 48-inch 11COR/8FIN Black EXT. PVC (2" Mesh) KK Chain Link Fabric (9 gage steel).
- B. Coating – ASTM F668, Type 2b, polymer coating fused and adhered to zinc-coated steel core wire. Black in color.
- C. Top Rail – 1-5/8 O.D. COLOR AP-40 Pipe, 1.83 lbs. per foot. Top rail 21' in length, joined with 1-5/8" COLOR Coated Sleeve.
- D. Line Post – 1-7/8" O.D. COLOR AP-40 Pipe, 2.28 lbs. per foot. Line post set a maximum of 10' on center. Post spacing around bends at the corners of the playground may need to be closer to avoid having the fence negatively impact the sidewalk around the corners.
- E. Terminal Post – 2-3/8" O.D. COLOR AP-40 Pipe, 3.12 lbs. Per foot.
- F. Tension Wire – 9 GA COLOR Coated Smooth Tension Wire attached to bottom of fence fabric with 12 ½ GA. Steel Hog Rings spaced 24" on center.
- G. Fittings – COLOR Coated regular brace band & carriage bolt, COLOR Coated Steel Rail End, COLOR Coated steel eye top, COLOR Coated steel cap, 3/16"X3/4" COLOR Coated regular tension band & carriage bolt.
- H. Tie Wire – 8-1/2" 12 GA. COLOR Coated tie wire & 6-1/2" 12 GA. COLOR Coated tie wire spaced 15" on center for line posts and 24" on center for rails.

BID ALTERNATE #1 - MECHANICALLY FASTENED ORNAMENTAL STEEL FENCE

- A. Fences: Complete factory-fabricated system of posts and panels, accessories, fittings, and fasteners; finished with electro-deposition coating, and having the following performance characteristics:
 - 1. Capable of resisting vertical load, horizontal load and infill performance requirements for fence categories defined in ASTM F2408.
- B. Electro-Deposition Coating: Multi-stage pre-treatment/wash with zinc phosphate, followed by epoxy primer and acrylic topcoat.
 - 1. Total Coating Thickness: 2 mils, minimum.
 - 2. Color: As selected by Architect from manufacturer's standard range.
 - 3. Coating Performance: Comply with general requirements of ASTM F2408.
 - a. Adhesion: ASTM D3359 (Method B); Class 3B with 90 percent or more of coating remaining in tested area.
 - b. Corrosion Resistance: ASTM B117, D 714 and D 1654; 1/8 inch coating loss or medium No.8 blisters after 1,500 hours.
 - c. Impact Resistance: ASTM D2794; 60 inch pounds.
 - d. Weathering Resistance: ASTM D523, D822/D822M and D2244; less than 60 percent loss of gloss.
- C. Steel: ASTM A653/A653M; tensile strength 45,000 psi, minimum.
 - 1. Hot-dip galvanized; A 653/A653M, G90.
- D. Fence Panels: Mechanically fastened with internal reinforcement and tamperproof fasteners; 4 feet high by 8 feet long.

1. Panel Style: Three rail.
2. Attach panels to posts with manufacturer's standard panel brackets.
- E. Posts: Steel tube.
 1. Size: 4 inches square by 12 gage, 0.1094 inch, with manufacturer's standard cap.
 2. Post Cap: Flush plate.
- F. Rails: Manufacturer's standard, double-wall steel channel; 1-1/2 inch square by 14 gage, 0.0747 inch with pre-punched picket holes.
- G. Pickets: Steel tube.
 1. Spacing: 3 inch on center.
 2. Size: 1 inch square by 14 gage, 0.0747 inch
 3. Style: Pickets with finial extend above top rail and curve outward.
 4. Finial: **blunt or rounded** point is acceptable.
- H. Fasteners: ASTM A276/A276M, Type 302 stainless steel; finished to match fence components.
1. Tamper-proof security bolts.

SUBMITTALS

- A. Product Data: Material descriptions, construction details, dimensions of individual components and profiles, and finishes for the following:
 1. Fence posts, rails, hardware and fittings.
- B. Shop Drawings: Show locations of fence, posts, rails, and tension wires and details of extended posts, extension arms, or other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, elevations, sections, gate swing and other required installation and operational clearances, and details of post anchorage and attachment and bracing.
- C. Qualification Data: For firms and persons to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

QUALITY ASSURANCE

- A. Source Limitations for Fences: Obtain each color, grade, finish, type, and variety of component for fences and gates from one source with resources to provide fences of consistent quality in appearance and physical properties.

PROJECT CONDITIONS

- A. Field Measurements: Verify layout information for fences shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

INSTALLATION

Contractor shall at all times be responsible for providing and maintaining a clean, safe, and secure working area. Contractor shall be responsible for providing barriers, signage, etc., in order to achieve this secure area.

Install fencing per reviewed submittals and details.

Install fencing as per manufacturer's recommendations and requirements and comply with all applicable playground safety regulations and guidelines

Warranty

The Contractor shall warranty the installation for a period of one-year following substantial completion and acceptance.

The Bidder shall familiarize itself with the nature and extent of the projects requirements, work site, legal requirements including state and local laws, ordinances, rules and regulations, and the conditions affecting cost, progress of performance of the work, and shall make all such independent investigations, as Bidder deems necessary to submit a responsible bid.

DELIVERABLES

Providers and installers of the fencing material must be qualified, licensed, and insured to perform the work. In addition to the bid price, please consider the following as a checklist of requested information and provide the following documentation:

- Proof of a minimum of 5-years of experience installing fencing.
- Provide a minimum of three references of similar scope that has been installed with the same fencing in the last three (3) years.
- Proof that the proposing installation Contractor(s) is properly licensed to conduct business in the State of Utah.
- Copies of installer's liability insurance certificate(s)
- Copy of manufacture's warranties

TIME AND SCHEDULE TO COMPLETE THE WORK

The work shall be completed within 30 days of the Notice to Proceed. Time is of the essence.

BID SCHEDULE

Bid	UNITS	QTY (est.)	UNIT PRICE	EXTENDED PRICE
4 Foot Black Polymer Coated Steel chain link fence (Standard)	Linear Foot	566	\$22.60	\$12,792
4 Foot Black Ornamental Steel Fence (Alternate #1)	Linear Foot	566	\$135.53	\$76,708
12-inch wide mow strip	Linear Foot	422	\$65.92	\$27,820

GENERAL TERMS AND CONDITIONS

The COMPANY shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the COMPANY for costs authorized by the City. The COMPANY shall retain these records for at least four years after this procurement terminates, or until all audits initiated within the four years have been completed, whichever is later.

The COMPANY agrees to allow City, State, and Federal auditors access to all records to this contract, for audit and inspection, and monitoring of services.

The COMPANY represents that none of its officers or employees are officers or employees of the City of West Jordan unless disclosure has been made in accordance with City ordinances and policies. Further, the COMPANY certifies that it has not offered or given any gift or compensation prohibited by local, state, or federal law, to any officer or employee of the City of West Jordan to secure favorable treatment with respect to being awarded this contract.

The COMPANY shall be an independent COMPANY and as such shall have no authorization, express or implied to bind the City of West Jordan to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as an agent for the City, except as expressly set forth herein. The COMPANY shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the City for these contract services. Persons employed by the City and acting under the direction of the City shall not be deemed employees or agents of the COMPANY.

The COMPANY agrees to indemnify, save harmless, and release the City of West Jordan, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the COMPANY's officers, agents, volunteers, or employees, but not for claims arising from the City's sole negligence.

INSURANCE REQUIREMENTS

 X *Applicable* *Not Applicable*

Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of no less than \$1,000,000 for each: accident, disease, employee. No owner or officer may be excluded.

General Liability Insurance: Commercial general liability insurance on an occurrence basis arising out of claims for bodily injury (including death) and property damage. Such insurance shall provide coverage for ongoing operations and products-completed operations, blanket contractual, broad form property damage, personal and advertising injury, independent contractors and sudden and accidental pollution liability with a \$2,000,000 minimum per occurrence limit combined bodily injury and property damage, with a \$3,000,000 minimum aggregate limit, provided the general policy aggregate shall apply separately to the Contractor on a per project basis. Any aggregate limit that does not apply separately to the premises shall be at least double the required per occurrence limit.

Automobile Liability Insurance: Automobile liability insurance for the Contractor's liability arising out of the use of owned (if any), leased (if any), non-owned and hired vehicles of the Contractor, with a \$3,000,000 minimum limit per accident for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable.

The selected COMPANY's insurance shall at all times name the City of West Jordan, its officers, employees, and volunteers as additional insured with respect arising from any work that results from this bid/contract.

SUBMITTAL

Bids will only be considered if they are submitted on the forms provided by the City. Refer to the attached checklist of items to include with bid submittal.

Submit your bid electronically through the Utah Public Procurement Place by 2:00 p.m. current Mountain November 7, 2019. Proposals submitted electronically through the Utah Public Procurement Place, may require uploading of electronic attachments. The Utah Public Procurement Place will accept a wide variety of document types as Word, Excel, and PDF attachments but not all. You **MAY NOT** submit documents that are embedded (zip files), movies, wmp and mp3 files or password protected files, etc. Such actions may cause your proposal(s) to be deemed as "Non-responsive". All cost documents must be attached as separate files.

When submitting an offer electronically through the Utah Public Procurement Place please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the offer. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your offer will not be received by the system. It is recommended that the submission process be completed the day prior to the due date, with the knowledge that any changes/updates will be accepted through the due date and time. Facsimile or email transmitted bids will not be considered. The COMPANY must be experienced. Bonds and insurance will be required to be submitted by the vendor awarded the contract.

Jaggaer customer support may be contacted at (800) 233-1121 for guidance on the Utah Public Procurement Place site.

Vendors are responsible for ensuring that their Utah Public Procurement Place registration information is current and correct. Stakeholders shall not be responsible for missing or incorrect information contained in the vendor registration in the Utah Public Procurement Place. Incorrect or missing vendor registration information may result in failure to receive notification from the Utah Public Procurement Place regarding this procurement.

Proposals received after this deadline will be late and ineligible for consideration. Following the deadline, the names of those responding to the IFB will be made public.

Questions arising subsequent to the issuance of this IFB, that could have a significant impact on the responses to the IFB, should be submitted in the IFB Question and Answer section Event Number # WJPW20100901 at the Utah Public Procurement Place. All such questions should be received by **November 4, 2019 @ 10:00 a.m. MST**. Answers to questions will be posted on the Utah Public Procurement Place which will then email the answer to all Vendors that downloaded the IFB.

It is the intention of the City to issue a purchase order (or contract) to the lowest responsive and responsible bidder that meets the bid specifications, with reasonable promptness; however, the City does not guarantee to make any purchase based upon this Invitation for Bid.

The selected applicant will be bound by provisions of the Sample Contract attached to this IFB.

PROTECTED INFORMATION

(a) The Government Records Access and Management Act (GRAMA), codified as Utah Code Ann., Subsection 63G-2-101, et seq., as amended, allows for limited protection of disclosure of certain confidential records. Subject to Subsection (b), all information contained in any Bids submitted to the City shall be classified as public, but only after the City has awarded and executed a Contract with the winning Bidder.

(b) Any Claim of Business Confidentiality submitted pursuant to Utah law and in accordance with GRAMA may, in the sole discretion of the City, be classified as protected information. By submitting this Bid, Bidder agrees to be bound by the City's classification of its information submitted with its Bid and releases from liability and agrees to indemnify the City for any disclosure of confidential information. To ensure the information is protected, the bidder must clearly identify in the Executive Summary and in the body of the proposal any specific information for which a bidder claims business confidentiality protection as "PROTECTED".

(c) All materials submitted become the property of the City, including originals, and will not be returned. Materials may be evaluated by anyone designated by West Jordan as part of the proposal evaluation committee.

All materials submitted become the property of West Jordan, Utah. Materials may be evaluated by anyone designated by West Jordan as part of the proposal evaluation committee. Informative Materials submitted may be returned only at West Jordan's option.

Bidder's Authorized Representative

Bidder's Name Curtis Nelson Bidder's Title Owner

Signature *Curtis J. Nelson* Date 11/06/2019

CHECKLIST REMOVED

From: CN Concrete LLC <cn.concrete@hotmail.com>

Sent: Wednesday, November 20, 2019 9:35 PM

To: Joe Bryant <Joe.Bryant@westjordan.utah.gov>

Subject: CN Concrete - Additional Information Re WJPW20100901 (Wild West Jordan Playground)

Importance: High

Joe,

Pursuant to our conversation today, following is a breakdown/description of costs in my proposal for the playground.

Description	Cost
Concrete material cost	\$3,400.00
Site preparation – Safety fencing, sod removal, gravel where needed for leveling	\$3,440.00
Labor – Build forms for concrete and concrete finishers.	\$8,000.00
Material – #4 rebar installed on both sides of fence posts for additional strength, fiber expansion joint materials, lumber.	\$2,000.00
Equipment – Pump truck, 3 days of site security to prevent vandalism, mobilization fees, equipment trailer, Skid Steer, Sod Cutter, Core Driller, portable restroom, and site clean up at completion.	\$5,000.00
Total:	\$21,840

If you have additional questions please feel free to contact me. Cell: 435-230-3976.

Curtis Nelson



NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER

Curtis Nelson _____, being first duly sworn, deposes and says that he or she is
Owner _____ of CN Concrete, LLC _____, the party making the foregoing bid. The
bidder, offeror, or contractor represents that it has not: 1) provided an illegal gift or payoff to a West Jordan City
officer or employee or former West Jordan City officer or employee, or his or her relative or business entity; 2)
retained any person to solicit or secure this contract upon an agreement or understanding for a commission,
percentage, brokerage or contingent fee, other than as exempted in the city conflict of interest ordinance; or 3)
knowingly influenced (and hereby promises that it will not knowingly influence) a West Jordan City officer or
employee or former West Jordan City officer or employee to breach any of the ethical standards set forth in the
city conflict of interest ordinance, title 1, chapter 11 of the West Jordan city code.

Responsible Managing Officer _____ Curtis Nelson
Title _____ Owner
Organization _____ CN Concrete, LLC
Address _____ PO Box 951033, South Jordan, UT 84095

STATE OF _____ UTAH _____)
COUNTY OF _____ SALT LAKE _____) :SS

On this _____ day of _____, 20____, personally appeared before me, _____ Curtis Nelson _____ who being
by me duly sworn did say that he or she is the _____ owner _____ of CN Concrete _____, and that the foregoing
instrument was signed in behalf of said entity by proper authority, and he or she acknowledged to me that said
entity executed the same.

NOTARY PUBLIC

My Commission Expires: _____ Residing in _____ County, _____

PROJECT REFERENCES

(1) Project Name Traverse Mountain HOA

Owner Traverse Mountain HOA

Superintendent Karl Karren

Contract Price \$26,400

Change Oder Costs N/A

Description of Project Installed 1.5 miles of 6 wire barbed wire fencing. This included
t-posts and 4 terminals. Terminals were constructed of wood, concrete, and
were designed with cross-braces.

Completion Date: April 2017

Name, Address, and Telephone Number of Owner's Representative
Karl Karren, karlk@travensemoutain.com, 801-897-0552
4341 N Crest Ridge Rd, Lehi, UT 84043

(2) Project Name Glade Tolman Fencing

Owner Glade Tolman

Superintendent N/A

Contract Price \$12,000

Change Oder Costs N/A

Description of Project Labor only for 3 miles of barbed wire fencing.

Completion Date May 2016

Name, Address, and Telephone Number of Owner's Representative
Glade Tolman, gtolman@frontiernet.net, 435-730-0426
8515 North 11600 West, Thatcher, UT

(3) Project Name Fieldstone Homes Fence Repair

Owner Fieldstone Homes

Superintendent Scott Oberhansly

Contract Price \$48,000

Change Order Costs N/A

Description of Project Repair and install on vinyl, wood, and wire fencing. This
included concrete work as well.

Completion Date Continuously

Name, Address, and Telephone Number of Owner's Representative

Scott Oberhansly, ScottO@FieldstoneHomes.com, 801-828-8464

12896 Pony Express Rd #400, Draper, UT 84020



BID INFORMATION

System for installing fence and timeline:

- We take safety seriously, first thing we do on projects is call Blue Stakes
- [4 days] Preparation
 - Security fence installation included
- [1 day] Mark post positions
- [2 days] Dig post holes and relocate spoils
- [3 days] Set posts
- [4 days] Forming mow strip and sod removal
- [3 days] Pouring mow strip and post holes (posts already set)
 - Security included to keep posts from being vandalized during curing process
- [1 day] Core drill 24 holes for posts in existing mow strip
- [4 days] Fence assembly
- **22 days Total** - weather permitting (concrete blankets will be used if needed)

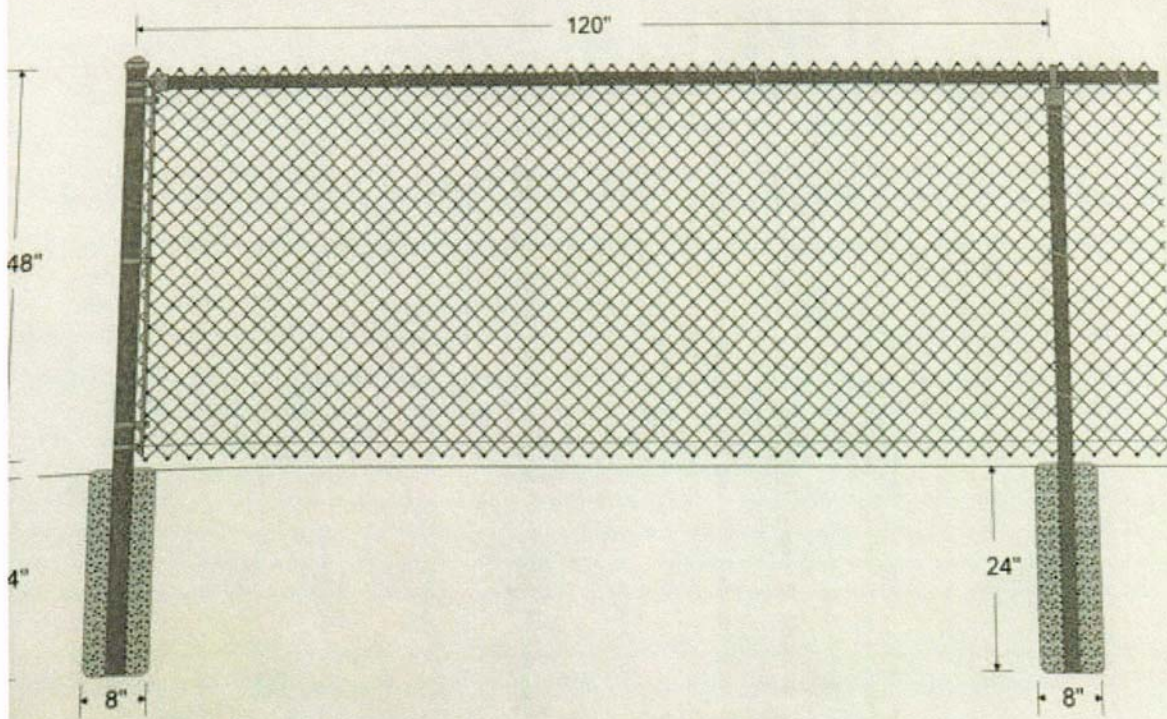
Digging the post holes, setting the post holes, and pouring concrete will be completed in sections so that posts will have a 3 day cure time before tension is placed on them.

Note on work experience:

CN Concrete owner, Curtis Nelson, has 30 years of experience in concrete work and Lee Nielsen (resume attached to bid) has 15 years of experience in fence installations. Lee Nielsen is employed by CN Concrete.

Field Measurements:

Owner of CN Concrete, Curtis Nelson, went on site on November 5, 2019 to verify measurements.



FABRIC: 48" 12COR9FIN BLACK EXT. PVC (2" Mesh) KK CHAIN LINK FABRIC.

TOP RAIL: 1 5/8" O.D. 16 GA. TUBE, 1.11 lbs. per foot. Top rail 21' in length, joined with 1 5/8" SLEEVE.

LINE POST: 1 7/8" O.D. AP-40 PIPE, 2.28 lbs. per foot. Line posts set 10' on center maximum spacing.

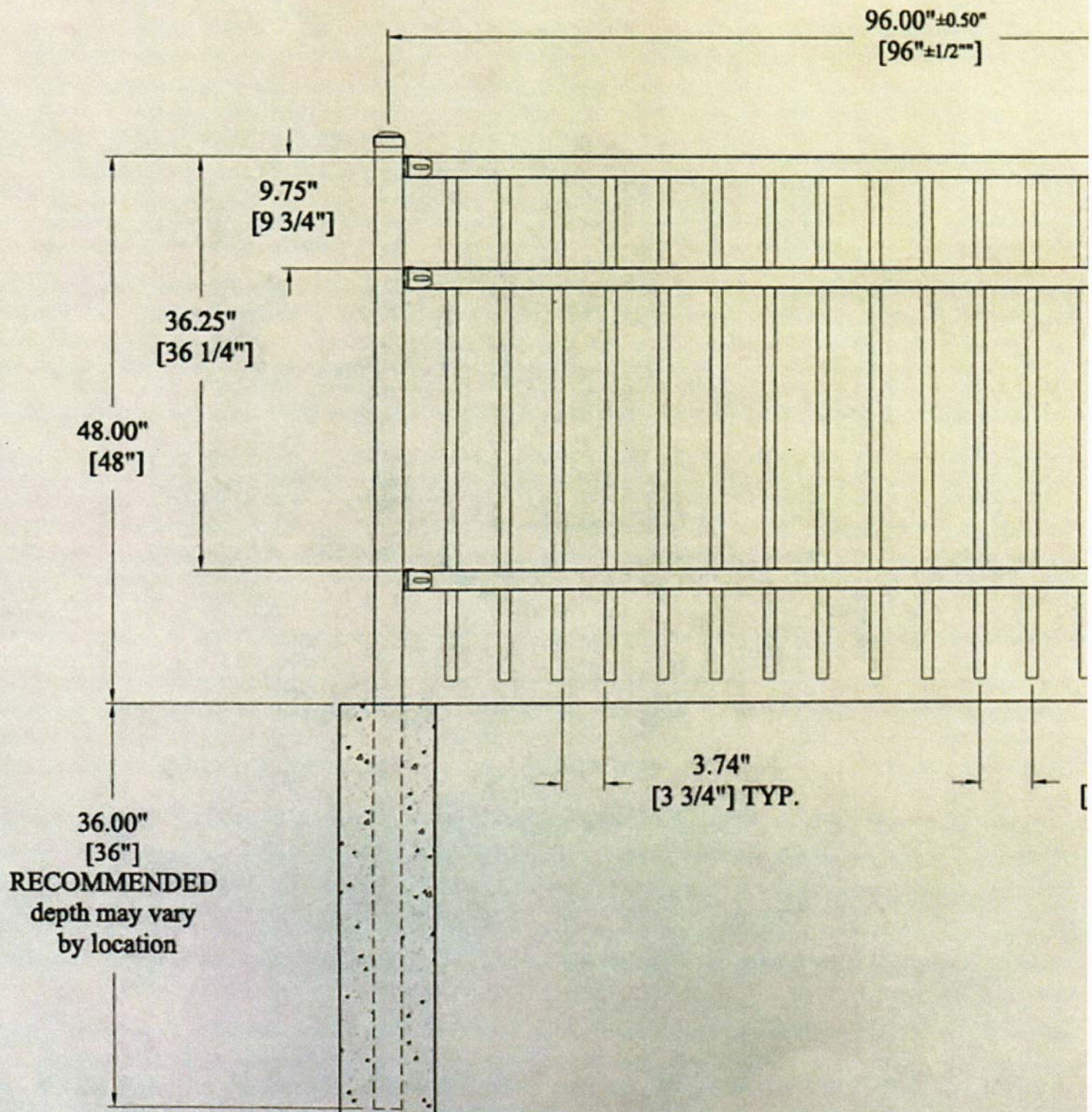
TERMINAL POST: 2 3/8" O.D. AP-40 PIPE, 3.12 lbs. per foot.

TENSION WIRE: 9 GA. SMOOTH WIRE. TENSION WIRE attached to bottom of fence fabric with 12 1/2 GA. STEEL HOG RING spaced 24" on center.

FITTINGS: REGULAR BRACE BAND & CARRIAGE BOLT, DIE-CAST ALUMINUM RAIL-END, DIE-CAST ALUMINUM EYE-TOP, DIE-CAST ALUMINUM BALL CAP, 3/16" X 5/8" TENSION BAR, REGULAR TENSION BAND & CARRIAGE BOLT.

TIE WIRE: 6 1/2" 12 GA. STEEL TIE WIRE spaced 15" on center for line posts & 24" on center for rails.

TOP VIEW



CHAINLINK FENCE SPECIF

FABRIC:	48" 12COR/9FIN BLACK EXT. PVC (2" Mesh)
TOP RAIL:	1 5/8" O.D. 16 Ga. TUBE, 1.11 lbs. per f length, joined with 1 5/8" SLEEVE.
LINE POST:	1 7/8" O.D. AP-40 PIPE, 2.28 lbs. per f 10' on center maximum spacing.
TERMINAL POST:	2 3/8" O.D. AP-40 PIPE, 3.12 lbs. per f
TENSION WIRE:	9 GA. SMOOTH WIRE TENSION WIRE attached fabric with 12 1/2 GA. STEEL HOG RING s
FITTINGS:	REGULAR BRACE BAND & CARRIAGE BOLT, DIE RAIL-END, DIE-CAST ALUMINUM EYE-TOP, DI CAP, 3/16" X 5/8" TENSION BAR, REGULAR BOLT.
TIE WIRE:	6 1/2" 12 GA. STEEL TIE WIRE spaced 15 posts & 24" on center for rails.

* All material powder coated

Details for CN Concrete LLC

License Information

Name:	CN Concrete LLC	
City, State, Zip, Country:	South Jordan UT 84095 United States	
Profession:	Contractor	
License Type:	Contractor With LRF	
License Number:	7725202-5501	
Obtained By:	Application	
License Status:	Active	
Original Issue Date:	03/15/2018	
Expiration Date:	11/30/2021	
Agency and Disciplinary Action*:	NO DISCIPLINARY ACTIONS OR NO DISCIPLINARY ACTIONS WITHIN THE TIME FRAME ESTABLISHED IN UTAH CODE 63G-4- 106 AND 107	
Docket Number:	N/A	
Classification(s):	Qualifier(s):	Association Date(s):
S260 - Asphalt and Concrete Qualifier	Curtis J Nelson	03/15/2018
S330 -Landscape and Recreation Qualifier	Curtis J Nelson	03/15/2018

This information is accurate as far as is contained in the Division's official records. It does not reflect whether an entity required to maintain a current registration with the Division of Corporations is current in that registration. You can verify such status at <https://secure.utah.gov/bes/bes>. Additionally, this verification does not show a complete license history or interruptions of licensure. Original issue dates listed as 01/01/1910 and 01/01/1911 were unknown at the time the Division implemented its first electronic licensing database.

*NOTE: The disciplinary documents linked to this website include final orders issued by DOPL, with the exception of citations. Click [here](#) for citations.



NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER

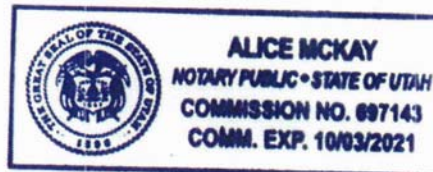
Curtis Nelson
Owner of CN Concrete, LLC, the party making the foregoing bid. The bidder, offeror, or contractor represents that it has not: 1) provided an illegal gift or payoff to a West Jordan City officer or employee or former West Jordan City officer or employee, or his or her relative or business entity; 2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the city conflict of interest ordinance; or 3) knowingly influenced (and hereby promises that it will not knowingly influence) a West Jordan City officer or employee or former West Jordan City officer or employee to breach any of the ethical standards set forth in the city conflict of interest ordinance, title 1, chapter 11 of the West Jordan city code.

Responsible Managing Officer Curtis Nelson
Title Owner
Organization CN Concrete, LLC
Address PO Box 951033, South Jordan, UT 84095
Curtis S. Nelson

STATE OF UTAH
COUNTY OF SALT LAKE :SS

On this 6 day of November, 2021, personally appeared before me, Curtis Nelson who being by me duly sworn did say that he or she is the owner of CN Concrete, and that the foregoing instrument was signed in behalf of said entity by proper authority, and he or she acknowledged to me that said entity executed the same.

Alice McKay
NOTARY PUBLIC



My Commission Expires: 3 October 2021 Residing in Box Elder County, Utah

MONTAGE II® | WARRANTY

WELDED ORNAMENTAL FENCE

Ameristar's Montage II® welded ornamental fences are manufactured from the highest quality materials by skilled craftsmen to meet the highest standards of workmanship in the industry. Galvanized steel framework is subjected to a multi-stage pretreatment/wash (with zinc phosphate), followed by a duplex cathodic electro-coat system consisting of an epoxy primer, which significantly increases corrosion protection, and an acrylic liquid topcoat, which provides the protection necessary to withstand adverse weathering effects.

The electro-coated surface on all Montage II welded ornamental panels and posts are guaranteed under normal and intended usage, against cracking, peeling, chipping, blistering or corroding commencing with the original purchase date and extending according to the applications defined in the table below. Normal and intended usage does not include physical damage, abrasion, or heavy salt spray exposure to the protective coating.

The following acts and/or omissions will void the subject warranty:

- Damage to the product caused by the property owner by use of landscape, gardening equipment, chemicals that may cause damage, and/or water sprinklers with high mineral content;
- Damage caused by adhesion of chicken wire, chain link mesh, welded wire, or other similar substance to the product;
- Damage caused by allowing plant life of any sort to grow directly upon or in contact with any portion of the product or sap from trees;
- Any alteration to the product itself by the property owner including any on-site cutting or welding; and/or, failure to follow any and all maintenance instructions provided by Ameristar® at the time of sale to the original purchaser even if these instructions are not forwarded to the ultimate claimant under this warranty.
- When cutting Montage II immediately seal the exposed surfaces by 1) Removing all metal shavings from the cut area 2) Applying zinc-rich primer to thoroughly cover cut edge and drilled hole and, after letting dry, 3) Applying two (2) coats of custom finish spray paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty.
- If contractor uses non-Ameristar parts/components, this will negate the warranty.

Ameristar Montage II welded ornamental fences are also guaranteed for the same period of time against defects in workmanship or materials. Should any Montage II welded ornamental panel or post manufactured by Ameristar fail in accordance with any of the above conditions, Ameristar warrants to the original purchaser their redemption through replacement, renewal or issuance of a pro-rated credit. The choice of redemption method is solely at the discretion of Ameristar. If the pro-rated alternative is chosen, the amount will be based on the original cost of materials at the date of purchase multiplied by the appropriate time and exposure factor from the table below:

<u>Application</u>	<u>Length of Warranty</u>
Fence Installations 0 to 1 Mile from Salt Water Coast Line	5 Years
Fence Installations 1 Mile to 10 Miles from Salt Water Coast Line	10 Years
Fence Installations Over 10 Miles from Salt Water Coast Line	20 Years

Note: Regardless of location and years in service, evidence of historical salt spray exposure shall be considered as grounds to void any warranty obligations.

Notice of failure under the conditions of this warranty shall be sent to Ameristar or its authorized representative, in writing, together with proof of purchase and shall specify the nature of the defect and when it was first observed as well as photographs of current site conditions. Should the fence be improperly installed, Ameristar shall not be responsible for guaranteed performance or appearance of the material. Neither does this guarantee apply when failure or damage is due to improper use or application, abuse or misuse, salt spray exposure (see Table and Note above), vandalism, or acts of God. Ameristar reserves the right to inspect the material to determine validity of the claim.

Upon acceptance of the claim by Ameristar or its authorized representative, redemption by replacement, renewal or issuance of a pro-rated credit shall be made by Ameristar. Reimbursement for labor necessary to restore and/or replace components that have been found defective under the terms of this warranty is guaranteed to the original purchaser for a period of five (5) years from the original purchase date. Ameristar reserves the right to select the qualified company or individual to perform the labor to repair or replace the components that are deemed to be defective under the terms of this warranty.

The above constitutes the complete warranty by the manufacturer. No other agreement, written or implied, is valid. Ameristar Fence Products does not authorize any other person or agent to make any other express warranties. Ameristar neither assumes nor authorizes any other person or agent to assume any other liability in connection with the Montage II welded ornamental fence system.



AMERISTAR®
FENCE PRODUCTS

1555 N. MINGO RD., TULSA, OK 74116
WWW.AMERISTARFENCE.COM



Bluffdale City Corporation

2222 West 14400 South
Bluffdale, Utah 84065
Phone: (801) 254-2200
Fax: (801) 253-3270

LICENSE # 1068

BUSINESS LICENSE

CERTIFICATION SITE:

14694 S Ten Sleep Cir

ISSUE DATE: 01/02/2019

LICENSE PERIOD: 01/01/2019 to 12/31/2019

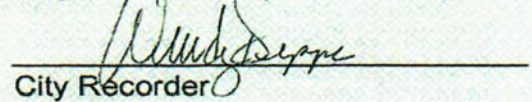
LICENSE FEE:

This license is granted to the Named Company to do business in Bluffdale City, Salt Lake County, State of Utah, for the Fee and License Period as noted above. This license is subject to the provisions of the Ordinance of said Bluffdale City relating to licenses and having paid the fee as noted above to the City Treasurer.

GRANTED TO:

CN Property Maintenance
Curtis Nelson
PO Box 951033
South Jordan UT 84095


Mayor


City Recorder

TYPE OF CERTIFICATION & DESCRIPTION:

Home Occupation - MN - Handyman - Home Office ONLY

THIS LICENSE IS NOT TRANSFERABLE - THIS LICENSE SHOULD BE POSTED IN A CONSPICUOUS PLACE



Lee B. Nie

9221 S. Colter Ba
West Jordan, UT
(801) 864-4050 leroyjones

Work

Experience: Foreman | Fencing

American Fence:

- Responsible for leading a crew of 1-3 laborers in setting gates (vinyl, chain link, ornamental iron, and wood).
- Responsible for ensuring a quality job is done at all jobs per contract and project manager; established good communication heading out to jobsite; managed safety precautions for crew; and managed daily clean-up of job site, truck, and area.
- Prepped/loaded materials for daily jobs.

Western Fence:

- Experienced in specialty, custom fencing, including residential fencing.
- Responsible for leading a crew of 1-3 laborers in setting gates and gates (vinyl, chain link, ornamental iron, and wood).
- Responsible for ensuring a quality job is done at all jobs per contract and project manager; established good

Curtis J. Nelson

PO Box 951033 • South Jordan, Utah 84095 • (435) 230-3976 • cn.concrete@hotmail.com

CONSTRUCTION MANAGER / GENERAL FOREMAN

Construction manager/General Foreman with a 30-year record of success overseeing all phases of multimillion-dollar construction for government and private-sector clients. Experience includes managing crews of up to 30 staff in a variety of construction/demolition projects. Backed by strong recommendations and a proven history of on-time and high-quality project completions.

Key Skills

- Construction/Demolition Projects
- Concrete construction and planning
- Liaison Subcontractor/General
- Site Safety/OSHA Compliance
- Change Order Management
- Foresee material & labor needs
- Budgeting & Cost Controls
- Bidding/Estimating/Proposals
- Subcontractor/Crew Supervision

Employer Summary

SELF-EMPLOYED (FULL-TIME) – 2017 To Present

JACOBSEN CONSTRUCTION (Salt Lake City, UT) – **Journeyman Carpenter**, 1/2017 to 4/2017

OKLAND CONSTRUCTION (Salt Lake City, UT) – **General Foreman**, 1/2000 to 1/2017

TINGEY CONSTRUCTION (Salt Lake City, UT) – **Journeyman Carpenter**, 1998-2000

T.I.C. (Steamboat, CO) – **Journeyman Carpenter**, 1992-1998

Project Highlights

Twin Falls, ID Hydro Electric Plant, Ruth, NV Gold Mine, Winnemucca, NV Lone Tree Mine, Devil's Slide, UT Huntington, UT mines, Country Inn and Suites Hotel, The Canyons Resort, First District Courthouse, AFCU Data Center, University of Utah Indoor Practice Field, Cabelas Sporting Goods (Utah), Alta Ski Resort, Oquirrh Mountain Temple, Trolley Square Rebuild, Hill Air Force Base, Utah County Convention Center, USU Wayne Estes Arena, USU Maverik Stadium, 111 Building, Missionary Training Center

Education & Certifications

Attended Rick's College – Major in Beef Management/Herdsman program

Journeyman Carpenter Certification

OSHA 30 Certification; First Aid/CPR

Licensed / Insured Small Business Owner

ATTACHMENT C: INSURANCE CERTIFICATE



FARM BUREAU FINANCIAL SERVICES

Farm Bureau Property & Casualty Insurance Company
5400 University Avenue West Des Moines, IA 50266-5997

WORKERS COMPENSATION & EMPLOYER'S LIABILITY INSURANCE POLICY

Policy Number	Policy Period	To
WC 6019192	03/27/2019	03/27/2020
	12:01 A.M. Standard Time at the described location	

0000001159

Transaction			
AMENDED DECLARATION AMEND PAYROLL(S) CUSTOMER BILL		Effective: 03/27/2019	
1. Named Insured and Address		Agent	
CN CONCRETE LLC P.O. BOX 951033 SOUTH JORDAN UT 84095-1033		ERIC P DERR 40 W CACHE VALLEY BLVD STE 8B LOGAN UT 84341 Telephone: 435-752-4444	
Carrier # 17256	FEIN #	Risk ID #	Entity of Insured LIMITED LIAB COMPANY

Additional Locations:

- The Policy Period is from 03/27/2019 to 03/27/2020 12:01 a.m. Standard Time at the Insured's mailing address.
- A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: UT

B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A.
The limits of our liability under Part TWO are:

Bodily Injury by Accident	\$	100,000	each accident
Bodily Injury by Disease	\$	500,000	policy limit
Bodily Injury by Disease	\$	100,000	each employee
- C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here:
ALL STATES EXCEPT NORTH DAKOTA, OHIO, WASHINGTON,
WYOMING, AND STATES DESIGNATED IN ITEM 3.A.
- D. This policy includes these endorsements and schedules: See attached schedule.
- The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans.
All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE

Minimum Premium	\$900	Total Estimated Annual Premium	\$2,596
		Expense Constant	\$230
		Premium Discount	
Assessments and Taxes	See Attached Extension of Information Page	Deposit Premium	\$2,596

Premium Adjustment Period: ☒ Annual; ☐ Semiannual; ☐ Quarterly; ☐ Monthly

Countersigned this
Issued Date: 09/16/2019
Issuing Office
00

Authorized Representative

WORKERS COMPENSATION & EMPLOYER'S LIABILITY INSURANCE POLICY

0008839

FARM BUREAU FINANCIAL SERVICES
Farm Bureau Property & Casualty Insurance Company
5400 University Avenue West Des Moines, IA 50266-5997

WORKERS COMPENSATION & EMPLOYER'S LIABILITY
INSURANCE POLICY

Policy Number: WC 6019192

Named Insured: CN CONCRETE LLC

Agent: ERIC P DERR

0008839

0000001163

SITE LOCATION SCHEDULE

State Utah

Site

1

CN CONCRETE LLC

14694 S TEN SLEEP CIR

BLUFFDALE UT 84065-3057

Policy Number: WC 6019192

Named Insured: CN CONCRETE LLC

Agent: ERIC P DERR

0008839

0000001165

ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
US	WC000000C	(1/15)	WC & EMP LIAB INSURANCE POLICY
UT	FBIL9015	(1/09)	AUTOMATIC TERMINATION ENDORSEM
UT	FBIL9017	(9/18)	PREMIUM REFUND ENDORSEMENT
UT	WC0000001A	(5/88)	WC & EMP LIAB INFORMATION PAGE
UT	WC000414A	(1/19)	NOTIFICATION OF CHG IN OWNERS
UT	WC000419	(1/01)	PREMIUM DUE DATE ENDORSEMENT
UT	WC000421D	(1/15)	CATASTROPHE (O/T C.A.T.) PRM EN
UT	WC000422B	(1/15)	TRIP REAUTHORIZATION ACT DISCL
UT	WC000424	(1/17)	AUDIT NONCOMPLIANCE CHARGE END
UT	WC430602	(7/02)	UT-CANCELLATION ENDORSEMENT

**FARM BUREAU FINANCIAL SERVICES**Farm Bureau Property & Casualty Insurance Company
5400 University Avenue West Des Moines, IA 50266-5997**COMMERCIAL POLICY PLUS™
GENERAL LIABILITY COVERAGE PART**

0000004777

Policy Number CPP 6004225 12
Renewal of CPP 6004225**Policy Period** From 08/21/2019 To 08/21/2020
12:01 A.M. Standard Time at the Named Insured's Address**Transaction** RENEWAL DECLARATION**Customer #:** QCP0037922**Named Insured and Address**
CN CONCRETE LLC
C/O CURTIS NELSON
PO BOX 951033
SOUTH JORDAN UT 84095-1033**Agent**
ERIC P DERR 0008839
40 W CACHE VALLEY BLVD STE 8B
LOGAN UT 84341**Telephone:** 435-752-4444**Description**
CONCRETE/FLATWORK**Type**
LIMITED LIABILITY CO**Audit Period**
ANNUAL**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.****LIMITS OF INSURANCE**

General Aggregate Limit (Other than Products-Completed Operations)	\$	4,000,000
Products - Completed Operations Aggregate Limit	\$	4,000,000
Each Occurrence Limit	\$	2,000,000
Personal and Advertising Injury Limit	\$	2,000,000
Medical Expense Limit, any one person	\$	5,000
Damage to Premises Rented to You	\$	100,000
Per Occurrence Property Damage Liability Deductible	\$	500

AMENDED LIMITS OF LIABILITY

Refer to attached schedule, if any.

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Refer to attached schedule.

CLASSIFICATIONS

Refer to attached schedule.

TERRORISM PREMIUM	\$	2.00
TOTAL PREMIUM FOR THIS COVERAGE PART	\$	578.00

Forms and Endorsements Applicable to this Policy

See Forms and Endorsements Schedule

These Declarations together with the common policy conditions, coverage part declarations, coverage part coverage form(s) and form(s) and endorsements, if any, issued, complete the above numbered policy.