



CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on March 1, 2011**.

AGENDA ITEMS:

1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITIONS:

- a. Pledge, led by invitation

2. PUBLIC COMMENTS:

Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comment will be limited to three minutes per person. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing. The Mayor or Council may restrict the comments beyond these guidelines.

3. COUNCIL COMMENTS:

4. SPANISH FORK 101:

- a. Dale Robinson, Parks & Recreation Director

5. CONSENT ITEMS:

These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.

- a. * Minutes of Spanish Fork City Council Meeting – [February 15, 2011](#)
- b. * [Contract with SESD & Legacy Farms to Provide Power to a Railroad Crossing](#)
- c. * [Golf Course Concessions Agreement](#)
- d. * [TischlerBise Impact Fee Agreement](#)
- e. * [Energy Conservation Projects Contracts](#)

6. NEW BUSINESS:

- a. * [Troy Lilly– Roof Mounted Wind Turbines](#)
- b. * [Wild West Show Contract](#) – Dale Robinson
- c. * [Ordinance #01-11 Abandonment of a Public Utility Easement in Black Horse Run; tabled from February 1, 2011.](#) – Junior Baker

7. CLOSED SESSION:

- a. Litigation

ADJOURN:

* Supporting documentation is available on the City's website www.spanishfork.org

Notice is hereby given that:

- In the event of an absence of a quorum, agenda items will be continued to the next regularly scheduled meeting.
- By motion of the Spanish Fork City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that Chapter.
- This agenda is also available on the City's webpage at www.spanishfork.org

SPANISH FORK CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. The public is invited to participate in all Spanish Fork City Council Meetings located at 40 South Main St. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at 804-4530.

Tentative Minutes
Spanish Fork City Council Meeting
February 15, 2011

Elected Officials Present: Mayor G. Wayne Andersen, Councilmembers Steve Leifson, Rod Dart, Keir A. Scoubes, Richard Davis, Jens P. Nielson.

Staff Present: David Oyler, City Manager; Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Chris Thompson, Public Works Director; Kent Clark City Recorder/Finance Director; Dee Rosenbaum, Public Safety Director; Angie Warner, Deputy Recorder.

Citizens Present: Gary Coffey, Richard Atkinson, Jacob Lane, Devin King, Zackary Scholes, Sam Darrington, Karson Jensen, Tyler Conway, Matthew Creer, Warren Atkinson, Kanyon Eyre, Tyler Conway, Max Clayton, Jackson Campbell, Jeremy Falkner, Scott Wood, Kathy Llewellyn, Brad Hall, Terry Ficklin, Steve Maddox, Chris Salisbury.

CALL TO ORDER, PLEDGE, RECOGNITION:

Mayor Andersen called the meeting to order at 6:02 p.m.

Carson Jensen led in the pledge of allegiance.

EMPLOYEE OF THE QUARTER

Mayor Andersen recognized Kim Hall as the Employee of the 4th Quarter.

PUBLIC COMMENTS:

Kathy Llewellyn with Window World said last year there was a race held for the children of St. Jude. All proceeds went to St. Jude Cancer Research Hospital. She thanked the City for being great to work with. The race was held it at Volunteer Park and it was just great. She thanked all that participated and hopes that the race this year will be bigger and better.

COUNCIL COMMENTS:

Councilman Davis thanked the Youth Council for helping at the Senior Citizen's Valentines Dance. Councilman Davis stated that the Spanish Fork no longer has a city paper and he would like to thank a lot of people. He stated that last Friday, in his daughter death case, Tim Olsen pleaded guilty. This was a huge weight off of us. He thanked the city for all their help, encouragement, support, and kindness through this trying time. This has been and is a difficult thing to go through but it is hard for both sides.

Councilman Leifson read a list of 10 facts about the coal industry. We need to remind them that out here in the West the coal keeps our electric rates low.

Councilman Dart thanked the Youth Council for their help with the Senior Citizen's Valentines Dance. It was a great event.

Councilman Scoubes announced on Saturday, April 9th from 9 a.m. to 3 p.m. there will be a Household Hazardous Waste Collection Day at Orem Public Works Facility.

48 Mayor Andersen expressed appreciation for the condolences from everyone for the passing of his
49 wife's father. Mayor Andersen said the City is continuing to be involved in the Utah League of
50 Cities & Towns and is watching and reviewing the bills that are going through. We have a great
51 lobbying group, and we are trying to keep the citizens best interests in mind.

52

53 **SPANISH FORK 101:**

54 **Sign Maintenance Program – Chris Thompson**

55 Chris Thompson gave a presentation on Spanish Fork City's Sign Maintenance Program.

56

57 **CONSENT ITEMS:**

- 58 a. Minutes of Spanish Fork City Council Meeting – February 1, 2011
- 59 b. UT Warn Agreement to Facilitate the Sharing among Utilities in an Emergency
- 60 c. I-15 ICORE Electrical Reconstruction Supplemental Agreement
- 61 d. River Bank Stabilization Design Contract

62

63 Councilman Leifson made a **Motion** to **approve** the consent items.

64 Councilman Dart **Seconded** and the motion **Passed** all in favor.

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66 **NEW BUSINESS:**

67 **Rocky Mountain Composites Lease at the Airport – Scott Wood**

68 Mr. Wood from Rocky Mountain Composites asked that their lease be transferred to San Miguel
69 Valley Corporation. He has presented this to the Airport Board and they recommend approval.

70

71 Councilman Davis said this will resolve the issues they have been having.

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73 Councilman Davis made a **Motion** to **approve** the assignment of Rocky Mountain Composites
74 Lease at the Airport to San Miguel Valley Corporation.

75 Councilman Nielson **Seconded** and the motion **Passed** all in favor.

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77 **I-15 River Bridge Reconstruction Trail Agreement – Chris Thompson**

78 Chris Thompson said there is trails plan along the Spanish Fork River. UDOT has proposed to
79 replace the Spanish Fork River Bridge with two box culverts. The city requested to have a third
80 culvert added. He recommends the council approve this agreement with UDOT with the
81 additional third culvert.

82

83 Councilman Leifson made a **Motion** to **approve** the I-15 River Bridge Reconstruction Trail
84 Agreement.

85 Councilman Scoubes **Seconded** and the motion **passed** all in favor.

86

87 **Contract Amendment to Add Full Build-out Scenario to the Travel Demand Model in the
88 Transportation Masterplan – Chris Thompson**

89 Chris Thompson said the City is working on updating the transportation masterplan and the
90 model of that plan. It has been based on the latest census and Mountainland Association of
91 Governments numbers of growth predictions. Staff recommends that Horrocks Engineers design
92 the model which would be about \$4,800.00.

93

94 Councilman Dart made a **Motion** to **approve** the Contract Amendment to Add Full Build-out
95 Scenario to the Travel Demand Model in the Transportation Masterplan.

96 Councilman Davis **Seconded** and the motion **Passed** all in favor.

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98 *Chris Thompson left the meeting 6:45 pm.*

99

100 **Ordinance #02-11 Amending Telecommunications Meetings – Junior Baker**

101 Junior Baker said we have this ordinance to accommodate members that cannot attend a
102 meeting and desire to attend the meeting via telecommunication. In the original ordinance it
103 required a one week notice. The change we have implemented is that the member would need to
104 notify the City Manager far enough in advance to make the appropriate arrangements.

105

106 Councilman Nielson made a **Motion** to **approve** the Ordinance #02-11 Amending
107 Telecommunications Meetings.

108 Councilman Scoubes **Seconded** and the motion **Passed** all in favor with a roll call vote.

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110 **Ordinance #03-11 Amendment to the False Alarm Ordinance – Dee Rosenbaum**

111 Dee Rosenbaum said that the City passed this ordinance about one year ago. If a violator of the
112 ordinance receives a fine and has not paid it within 120 days after they receive notice their permit
113 will be suspended. It also indicates if the violator has had 10 false alarms in one calendar year
114 that could also suspend their permit. To get a permit reinstated they would have to pay all
115 outstanding fines and a one hundred dollar reinstatement fee.

116

117 Councilman Dart made a **Motion** to **approve** the Ordinance #03-11 Amendment to the False
118 Alarm Requirements for Spanish Fork City.

119 Councilman Davis **Seconded** and the motion **Passed** all in favor with a roll call vote.

120

121 **Proposed Preliminary Plat for property located at approximately 600 East Kirby Lane. The
122 proposal would permit the recordation of a three-lot condominium plat**

123 Junior Baker said this plat was completed some years ago and they now want to convert the
124 building to condominiums. DRC & Planning Commission recommends approval with the following
125 conditions you see listed in the council packet.

126

127 Councilman Leifson made a **Motion** to **approve** the Kirby Lane Proposed Preliminary Plat for
128 property located at approximately 600 East Kirby Lane subject to the following conditions:

129

1. *That the applicant has a licensed architect submit plans that identify what
improvements need to be made to conform to the Building Code.*

130

2. *That they will have some type of Owner's Association responsible for common
improvements.*

131

3. *That the applicant will be responsible to bring the building to current Building Code.*

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4. *That the separate power meters are required.*

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5. *That the developer shall be required to pay to the City their proportionate cost
associated with installing the pressurized irrigation in Kirby Lane.*

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141 **Proposed Preliminary Plat for property located at approximately 900 North State Road 51. The
142 proposal would reapprove a Master Planned Development that was originally approved in 2009**

143 Junior Baker said this plat was previously approved and has expired. The applicant wants to
144 renew. DRC and Planning commission recommends approval with the following conditions listed
145 in the council packet. Dave Anderson recommends one more change to the conditions, that all
146 amenities be bonded for in the first phase. This last change has not been reviewed by DRC or
Planning Commission.

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Steve Maddox handed out a document with the original conditions and asked that the council agrees to honor the original agreement.

Mayor Andersen asked in what phasing will the bonding occur.

Mr. Maddox said the bonding will be taken out at the first of each phase. And we hope by phase three the park is done.

Councilman Nielson said that Dave Andersen felt like with past experiences with other projects they are not completing their projects.

Junior Baker stated that the question is does the council pass this plat with the new condition or not.

Councilman Leifson agrees with Dave Anderson, but not on this one, would like to go back to the original agreement.

Councilman Nielson made a **Motion** to **approve** the Bella Vista Proposed Preliminary Plat for property located at approximately 900 North State Road 51

with the finding that the proposed Preliminary Plat conforms to the City's requirements for Master Planned Developments in the R-1-6 zone and subject to the following conditions:

- 1. That a design of the park be completed as part of the final plat review process on the project's first phase.*
- 2. That the applicant dedicate the park land with the first phase.*
- 3. That the applicant bond for a proportionate share of the park construction with the second and third phases.*
- 4. That the park be constructed with the public improvements in the third phase.*
- 5. That all of the landscaping that is visible from a public right-of-way be installed at the time of development or when the time homes are constructed.*
- 6. That the City redesign the proposed park improvements and that the improvements be constructed according to the City's approved plan.*

Councilman Leifson **Seconded** and the motion **Passed** all in favor.

Chris Salisbury, Salisbury Homes – Extending the entitlement period on the Maple Mountain Master Planned Community for 6 additional months

Junior baker stated that this plat is about to expire, Salisbury needs additional time to prepare and this would keep the plat alive.

Councilman Dart made a **Motion** to **approve** to extend the entitlement period for the Maple Mountain Master Planned Community for 6 additional months.

Councilman Nielson **Seconded** and the motion **Passed** all in favor.

Councilman Leifson made a **Motion** to **adjourn**.

Councilman Dart **Seconded** and the motion **Passed** all in favor at 7:12 p.m.

ADJOURN:

196 ADOPTED:
197
198

Angie Warner, Deputy Recorder



MEMO

To: Mayor and Council
From: S. Junior Baker
Date: 11 February 2011
Re: Legacy Farms/SESD Contract

On the City Council agenda, for March 1, is an item to approve a contract with Legacy Farms and SESD. The annexation agreement requires Legacy to purchase the SESD facilities in the annexed area. This agreement establishes that amount. In addition, the railroad has requested electric service at the rail crossing at Slant Road. The actual location is not in the City and is technically an SESD customer. We also don't have the ability to service that location right now. This agreement works out temporary easements to provide power to that site, allows SESD to service that customer via overhead lines, and provides for the overhead service to be moved underground when the Legacy development reaches that point. This will provide electric service to the rail crossing without disrupting the development, since a plat was approved with the annexation. It also provides a mechanism to work out the removal of the overhead lines to limit everyone's expenses. This has been reviewed by all parties, including our electric department.

Since the basics have been reviewed by the Council as part of the annexation, I have placed it on the consent agenda.



LEGACY FARMS/SPANISH FORK CITY/ SESD AGREEMENT

COME NOW the parties hereto, Spanish Fork City(City), South Utah Valley Electric Service District(SESD), and Legacy Farms at Spanish Fork, LLC (Legacy) and acknowledge as follows:

RECITALS

1. City is a municipal corporation of the State of Utah. Among other services, it provides electrical power to its residents.
2. SESD is a special service district providing electrical power to the unincorporated areas of Utah County in and around City.
3. Legacy is a group of property owners who have recently annexed their property (the annexed property) into City.
4. SESD has been the electric service provider for the property annexed by Legacy.
5. Following the annexation, the City is entitled to provide electric power to the annexed area and SESD is entitled to reimbursement for its facilities within the annexed area.
6. SESD has received a request from Union Pacific Railroad to provide electric power to a rail crossing at Slant Road, which crossing is not within the annexed area, but is immediately adjacent thereto. The UPRR line also represents the ultimate easterly boundary for City, based upon an agreement with Mapleton City.

7. The only practical way for SESD to provide electric power to the rail crossing at Slant Road is to bring a power line through the annexed property.
8. It is currently unknown if the area immediately east of the rail crossing will be served its electric power needs, in the future, by SESD or by Rocky Mountain Power.
9. As part of the annexation process, Legacy is required to pay SESD for the buyout of this facility within the annexed area. Furthermore, during the annexation process, a preliminary plat was approved for the development of Legacy's property within the annexed area.
10. The parties desire to allow SESD to provide electric power to UPRR rail crossing without interfering with the development of the property, and to establish the amount and terms of the payment to SESD for its facilities within the annexed area.

CONTRACT

NOW THEREFORE, the parties hereby contract, covenant, and agree as follows:

1. The amount to be paid to SESD for its facilities within the annexed area is \$49,574.00.
2. Legacy shall pay a total of \$49,574.00 to City, who shall forward the sum to SESD. Legacy shall receive a credit for amounts previously paid to City, to be held in escrow, for the facilities. The balance shall be due within 30 days of the execution of this agreement by all parties. The City

shall forward the full amount of \$49,574.00 to SESD within 30 days of the receipt of all funds from Legacy.

3. The sums due pursuant to paragraph 2 do not reflect nor include any customer buyout. These sums will be determined and due when development activity causes the customers to switch their service from SESD to City. City shall be responsible to pay SESD. Nothing herein shall prevent City from assessing those costs to a developer whose development activities trigger such payments. Legacy shall not be responsible for any of the costs outside the property it owns, but may be assessed for those costs for development activity within the property it owns.
4. Legacy will provide a temporary easement to SESD to run an overhead powerline to the rail crossing. SESD will construct the line such that it follows future street rights-of-way and will place poles, to the extent they are known, along property lines, not in the middle of lots.
5. When development activity of Legacy begins to impact these lines, the developer and/or contractor shall provide empty conduit to remove the overhead line to an underground line. This shall be done in conjunction with the developer running underground lines for its development, the intent being that the only cost, above the development cost, to the developer would be for the costs of the conduit.
6. The City will pull wires through the conduit and remove the poles. SESD will retain salvage rights to the poles, wire, transformers, and other

equipment within Legacy Farms Annexation. City and SESD will coordinate the transfer so that no customer, including the rail crossing, is out of power for a period of time more than is necessary to make the switch.

7. City will plan for and provide a 200amp 12.47 kV connection service point to SESD for the possibility of future load growth to areas to the east side of the UPRR rail line.
8. If future development by Legacy causes any existing electrical facilities to be relocated or altered to accommodate the development activities, other than contemplated by this agreement, those costs will be paid to SESD by Legacy or the developer proceed with the development activities.
9. This agreement has been an arms length transaction by all of the parties. Therefore, no provisions shall be interpreted or construed against the drafter, but shall be given a fair interpretation to accomplish the intent of the parties.
10. This agreement is assignable by giving notice to the other parties. Nevertheless, if an assignee defaults on any obligations, the obligation shall revert to the assignor.
11. This document represents the entire agreement between the parties concerning this subject matter. Any prior representation, understanding, or agreement is merged herein and extinguished hereby to the extent that it may be contrary to the terms of this agreement.
12. Notice shall be given as follows:

To: Spanish Fork City
Attn: City Manager
40 South Main Street
Spanish Fork, Ut 84660

To: SESD
Attn: Chairman
803 North 500 West
P.O. Box 349
Payson, Ut 84651

To: Legacy Farms at Spanish Fork LLC.
Attn: Duane F. Hutchings
840 North 200 East
Spanish Fork, Ut 84660

13. This document may be altered or modified only by a written document executed by all of the parties hereto.
14. In the event of a breach of this agreement, the breaching party shall be responsible for the attorney's fees incurred by either or both of the other parties in enforcing the terms hereof.

DATED this 1st day of March, 2011

Spanish Fork City by:

G. WAYNE ANDERSEN, Mayor

Attest:

Kent R. Clark, City Recorder

Legacy Farms at Spanish Fork LLC. by:

Duane F. Hutchings, Manager

South Utah Valley Electric Service District by:

Blair Hamilton, Chairman



Staff Report to City Council

| | |
|------------------------|----------------------------------|
| Agenda Date: | March 1, 2011 |
| Staff Contacts: | Ryan Rhees, Dale Robinson |
| Reviewed By: | Junior Baker |
| Subject: | Golf Course Concessions Contract |

Background Discussion:

We sent out a Request for Proposal for operation of the concessions or snack bar at Spanish Oaks Golf Course. There were three proposals submitted and we interviewed two of them. Timberwolf Grille which is the concessionaire at Hobble Creek withdrew their proposal. We interviewed GreenHollow Catering who is the current concessionaire and caterer at East Bay, and a company called Lunchboxers which is a sister company to Hogi Yogi. After meeting with the two it became apparent that GreenHollow was the best choice. They have been at East Bay Golf Course for 7 years now and have been very successful. They understand the golf business and its clientele. They run a catering business out of that location as well so are equipped to handle any size group or menu request. We feel very comfortable with this company. They filled in at our course last fall for a couple of months when we let our other vendor go for lack of performance and they did very well. We are not requesting any profit sharing or percent of revenue at this time because we would like someone to be successful and get established so we can have a consistent vendor that will help make the golf course successful.

Budgetary Impact:

No increased budget impact from last year.

Alternatives:

Recommendation:

Staff recommends that the council approve the agreement and authorize the Mayor to sign the document.

Attachments:

Agreement with GreenHollow Catering

AGREEMENT

This Agreement is executed this first day of March, 2011, by and between Spanish Fork City, a municipal corporation and political subdivision of the State of Utah, (hereinafter referred to as "City"), and GreenHollow Catering.

RECITALS

WHEREAS, City operates the Spanish Oaks Golf Course, (hereinafter referred to as the "facility"); and

WHEREAS, City has made concession services available to patrons of the facility: and

WHEREAS, the City has issued a request for proposals to provide concession services at the facility; and

WHEREAS, the proposal submitted by GreenHollow Catering, was determined to be the best proposal; and

WHEREAS, City wishes to enter into an agreement with GreenHollow Catering for a period of one year, to continue thereafter on a year to year basis, provided GreenHollow Catering's performance continues to be acceptable to City.

COVENANTS

NOW THEREFORE, in consideration of the mutual covenants of the parties as hereinafter set forth, City and GreenHollow Catering mutually agree as follows:

1. City hereby grants GreenHollow Catering the right to provide the concession food services at the facility for the period beginning on March 1, 2011 and ending on December 31, 2011.
2. GreenHollow Catering will operate the grill at the clubhouse every day the golf course is open between March 1st through November 30th (hours of operation

approved by the Golf Course Manager), except those days when stormy weather or cold temperatures exist, such that there would be very few, if any, golfers.

GreenHollow Catering and the golf course manager may negotiate more detail about weather/cold conditions.

3. City will allow GreenHollow Catering to use and operate any City concession equipment at the facility, to be returned at the end of the year in the same operating condition, less normal wear and tear due to intended usage.
4. City will provide the facility in a condition that complies with any and all regulations of the City Parks and Recreation Department and/or the Utah County Health Department.
5. GreenHollow Catering agrees to maintain the menu of concession products at a reasonable consumer price point.
6. GreenHollow Catering agrees to adequately stock and maintain the concession products daily (including vending machines), or as often as needed to maintain fresh product and adequate volume to meet the consumer demand.
7. GreenHollow Catering agrees to provide all staffing and staffing related services necessary to maintain the facility.
8. GreenHollow Catering agrees to meet regularly with a designated liaison of the City for the purpose of coordinating any issue or problem that may arise with the operation of the concession services. These issues may include but are not limited to staffing, operations, product, and/or marketing of the concessions services.
9. GreenHollow Catering will be allowed to market and promote the concession

services at the facility with the approval of the Golf Course Manager or his designee. GreenHollow Catering will have exclusive rights to sell all grill concessions and items from vending machines at the facility, with the exception of the Rotary and Spanish Fork Alumni golf tournaments.

10. GreenHollow Catering shall indemnify City against any and all loss or damage to any City property resulting from GreenHollow Catering's use of said property or resulting from GreenHollow Catering's activities under this Agreement. Pursuant hereto GreenHollow Catering shall reimburse City for any damage caused.
11. GreenHollow Catering shall indemnify and hold City and its officers, officials, employees, agents and volunteers harmless from and against all claims, damages, losses and expenses (including attorney's fees), and costs arising out of or resulting from GreenHollow Caterings acts or failures to act in performing this Agreement. However, GreenHollow Catering shall not be liable for City's own negligent acts.
12. GreenHollow Catering shall procure and maintain the following types of insurance for the duration of this Agreement: Commercial General Liability (ACGL) insurance with coverage that is at least as broad as the Insurance Services Office Commercial General Liability coverage, Worker's Compensation insurance as required by the State of Utah, and Employer's Liability Insurance.
 - 12.1 Coverage Limits. GreenHollow Catering's required insurance shall have the following minimum, coverage limits:
 - 12.1.1 Commercial General Liability. \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage.

- 12.2 Policy Provisions. The policies shall contain, or be endorsed to contain, the following provisions.
- 12.2.1 Additional Insured. The City; its officers, officials, employees and volunteers shall be listed as additional insured under the CGL policy.
- 12.2.2 Primary Insurance. GreenHollow Catering's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by City shall be excess of GreenHollow Catering's insurance and shall not contribute with it.
- 12.2.3 Reporting. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, or volunteers.
- 12.2.4 Separate Application. GreenHollow Catering's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurers liability.
- 12.2.5 Cancellation. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. If required insurance lapses, the City may terminate this agreement.
- 12.3 Best's Rating. Each insurer shall have a Best's rating of A-VII or better.
- 12.4 Certificates of Insurance. GreenHollow Catering shall provide City with certificates of insurance and with original endorsements effecting

coverage required by this Agreement.

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

13. GreenHollow Catering must maintain a healthy, clean, and safe environment for employees and patrons that is acceptable through regular inspections of the City Parks and Recreation Department and/or Utah County Health Department. Any and all violations penalties, and/or fines from the failure to comply with these regulations as they are related to the concession services at the facilities will be the sole responsibility of GreenHollow Catering. GreenHollow Catering further agrees to clean the concession related debris inside and around the concession area of the facility on a daily basis. City shall provide the facility to GreenHollow Catering in a healthy, clean, and safe condition. GreenHollow Catering shall not held responsible for any claims arising from facility conditions prior to the date of execution of this agreement or any claims resulting from the negligence of City, City employees, or other facility employees/contractors not related to GreenHollow Catering's operation.

GreenHollow Catering shall not be held responsible for violations or claims relating to areas and/or departments of the facility which have not been detailed in this agreement as GreenHollow Catering's responsibility.

15. City has the option of terminating this contract for violation of any condition hereof by giving written notice of default to GreenHollow Catering and allowing

fifteen (15) days for GreenHollow Catering to correct the same. Either party may terminate this contract at the end of any calendar year, by giving written notice to the other on or before the first day of December of each year.

16. The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation.
17. This contract shall be interpreted pursuant to the laws of the State of Utah.
18. Time shall be of the essence of this Agreement.
19. The invalidity of any portion of the Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa and the use of any gender shall include the other gender. The paragraph and section headings in this agreement are for convenience only, and do not constitute a part of the provisions hereof.
20. This agreement may be modified or amended only by a written document.
21. Should any provision of this agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly against the person who himself or through his agents, prepared the same, it being acknowledged that both parties have participated in the preparation hereto.
22. The Agreement shall be binding upon the successors, administrators and assigns of each of the parties hereto.

DATED this first day of March, 2011.

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder

BRADY GREENHALGH, Owner
GreenHollow Catering

**CONSULTANT AGREEMENT BETWEEN TISCHLERBISE, INC. AND
SPANISH FORK CITY, UTAH**

THIS AGREEMENT, entered into this 1st day of February, 2011, by and between Spanish Fork City, Utah hereinafter called the "City", and TischlerBise, Inc., hereinafter called the "Consultant".

WHEREAS the City is in need of certain services; and

WHEREAS the Consultant has expertise in impact fee preparation and related activities.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. The Consultant shall provide those services to the City as more particularly identified in the attached Exhibit "A".
2. In performing the services identified in the attached Exhibit "A", the Consultant shall perform all steps necessary to the full and effective performance of the tasks specifically referenced in Exhibit "A".
3. Consultant shall provide sufficient qualified personnel to perform all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.
4. The Consultant shall base the analysis on data and information available at the time of the study.
5. The contract is for Recreation, Electric, Public Safety, and Streets impact fees, totaling a sum not to exceed six thousand seven hundred dollars (\$6,700.00).
6. (A) The term of this agreement shall be from the date of execution of the Agreement, and shall terminate upon the completion of the appropriate tasks specified in Exhibit "A".

(B) Notwithstanding the foregoing, this Agreement may be terminated by the City upon ten (10) days written notice, with or without cause. If this Agreement is terminated, the Consultant shall be paid for services performed to the date of Consultant's receipt of such termination notice.
7. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage and certified mail, at the following address:

City: Kent R. Clark, Spanish Fork City, 40 South Main Street, Spanish Fork, UT 84660.
Telephone number (801) 804-4520. Facsimile number (801)804-4510.

Consultant: L. Carson Bise, TischlerBise, Inc., 4701 Sangamore Road, Suite S240, Bethesda, MD 20816. Telephone number (800) 424-4318. Facsimile number (301) 320-4860.

8. This Agreement is non-assignable by the Consultant and its subcontractors.
9. The City shall pay to Consultant the amounts indicated in paragraph 5 for those appropriate tasks identified in Exhibit "A". Invoices will be issued by the Consultant to the City on a percentage completion basis. Payment will be made by the City within 30 days of receipt of invoice.
10. This Agreement shall be construed under the laws of the State of Utah.
11. This Agreement and Exhibit "A" represent the entire and integrated Agreement between the City and the Consultant and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Consultant. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
12. In the event any provision of the Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, conditions, or covenant shall not be construed by the other party as a subsequent breach of the same by the other party.
13. The Consultant hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits caused by the Consultant's breach of contract or the negligent performance by Consultant (or by any person acting for the Consultant or for whom the Consultant is responsible).
14. The Consultant shall secure and maintain during the life of this Agreement, insurance coverage which shall include comprehensive general and automobile liability in the amount of at least \$1,000,000.00 coverage with an insurer acceptable to the City. Consultant shall also maintain errors and omissions insurance in the amount of at least \$250,000.00 for the duration of the contract and a period of two years after completion of the contract. Consultant shall provide the City with proof of such insurance in a form acceptable to the City upon request.
15. No oral orders, objections, claims, or notices by any party to the other shall affect or modify any of the terms or obligations contained in the Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.
16. This Agreement is to be governed by the laws of the State of Utah. The venue for any litigation resulting out of this Agreement shall be in Utah County, Utah.

IN WITNESS WHEREOF, the parties have caused the Agreement to be signed by their duly authorized representative as of the ____ day of _____, 2011.

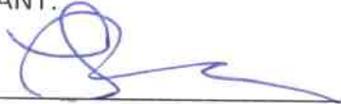
CITY: SPANISH FORK CITY, UTAH

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder

CONSULTANT:



L. Carson Bise, II – President
TischlerBise, Inc.

EXHIBIT A

The task below is intended to satisfy all legal requirements governing development impact fees, including provisions of the U.S. Constitution and the Utah Impact Fee Act (UCA 11-36 101 et seq.) In general, the scope involves the following main tasks:

Task1: Compilation and Review

Revise existing reports, using accurate data, to make more concise, make it easier to follow assumptions, and comply with all aspects of the Utah Impact Fee Act.

Task 2: Compile Recommended Land Use Data and Growth Forecasts

Revise streets impact fee analysis to reflect current modeling changes .

Task 3: Determine Capital Facility Needs and Service Levels

Identify Facilities/Costs Eligible for Impact Fee Funding. As an essential part of the nexus analysis, TischlerBise will evaluate the impact of development/redevelopment on the need for additional facilities, by type, and identify costs eligible for impact fee funding. Elements of that analysis include:

- § Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs by type.
- § Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- § Prepare forecast of relevant capital facility needs.
- § Adjust costs as needed to reflect other funding sources.

Identify Appropriate Level of Service Standards. We will review needs analyses and level-of-service levels for each facility type. Activities related to this task include:

- § Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted levels of service, as appropriate.
- § Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.
- § Identify actual existing service levels for each facility type. This is typically expressed in the number of demand units served.

- § Define service standards to be used in the impact fee analysis.
- § Determine appropriate geographic service areas for each fee category.

Task 4: Complete Analyses

Complete the impact fee analyses for recreation, electric, public safety, and streets, using the current State requirements found in the Utah Impact Fees Act.

Task 5: Public Hearing and Adoption

Tischler/Bise will attend the public hearing to adopt the revised impact fees and present its analyses, providing appropriate explanations.



Staff Report to City Council

Agenda Date: March 1, 2011

Staff Contacts: Bill Bushman,

Reviewed By: Dale Robinson, Junior Baker

Subject: Energy Efficiency and Conservation Grant Contracts Approval

Background Discussion:

Spanish Fork City has been awarded \$231,454.00 through the American Recovery and Reinvestment Act of 2009 (ARRA) in Energy Efficiency and Conservation Block Grant (EECBG) funds to complete nine energy efficiency projects in the city. Once the projects were defined, applied for and confirmed with the Utah State Energy Program (USEP) no further changes could be made in the type and scope of the projects. This report requests council approval to enter into agreements with contractors to complete eight of these projects totaling \$114,095.93. At the completion of each project the city will pay the contractors and then be reimbursed upon receipt of our invoices from USEP.

Budgetary Impact:

Based on early cost projections, funds for these projects have been appropriated in the FY11 Budget as follows. Senior Center GL10423070: \$78,500.00; Fairgrounds GL10843070: \$7,110.00; General Buildings GL10613770: \$56,991.00; Recreation GL10853070: \$8,690.00. Total: \$151,291.00. The actual bid amount total for the eight projects is \$114,095.93. Spanish Fork City will be reimbursed from USEP only for the actual costs incurred in the completion of the projects up to the total grant award.

Alternatives:

Staff has recommended the lowest bid received on each of the projects except the Citywide Energy Audit. We received 15 proposals for the Energy Audit. We carefully considered the seven proposals with costs below the award amount of \$51,245.00. Based on the completeness, accuracy, attention to our needs, contacted references and sample energy analysis reports shown in the written proposals two firms were invited to provide personal proposals allowing us to ask detailed questions. From those we selected Brendle Group of Fort Collins, Colorado. Refer to the bid tabulation for bid amounts.

Recommendation:

Staff recommends that the city council approve the following contracts:

1. Citywide Energy Audit: Brendle Group, \$50,947.00
2. Senior Center HVAC Renovation: Hone's Temperature Control Inc., \$38,762.00

3. Senior Center Attic Insulation Installation: Hansen All Season Insulation, \$2,623.93
4. Senior Center Rear Door Installation: Jones Paint and Glass, \$1,390.00
5. Senior Center Basement Window Installation: Jones Paint and Glass, \$1,260.00
6. Senior Center Lighting Renovation: Probst Electric Inc., \$4,866.00
7. Parks and Recreation Office Lighting Renovation: Probst Electric Inc., \$4,822.00
8. Indoor Tennis Court Lighting Renovation: Probst Electric Inc., \$9,425.00

Attachments:

1. Eight Contractor Agreements with Notice of Award and Notice to Proceed
2. Eight Request for Proposal documents, (defines the specifications and provisions of the contractor agreements)
3. Five bid tabulations (Even though three contractors were solicited for each of the following projects we received uncontested submittals: The Senior Center Windows and Rear Door, Jones Paint and Glass and the Insulation, Hansen's.)

AGREEMENT

This Agreement, made this 1st day of March, 2011, by and between Spanish Fork City hereinafter called "OWNER" and Brendle Group doing business as (a partnership, corporation or individual) hereinafter called "CONTRACTOR". Witnesseth: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the Spanish Fork City Facilities Energy Audit.

2. 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.

3. The CONTRACTOR will commence the work required by the Contract Documents within 15 (FIFTEEN) calendar days after the date of the Notice To Proceed.

4. The CONTRACTOR agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of \$50,947.00, or as shown in the Bid Schedule.

5. The term "Contract Documents" means and includes the following:

- (A) Notice of Request for Proposal
- (B) Request for Proposal Documents
- (C) Agreement
- (D) Notice of Award
- (E) Notice to Proceed
- (F) Change Order
- (G) Drawings prepared by Spanish Fork City
- (H) Addenda: No. _____ Dated March 1, 2011.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Request for Proposal.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Solicitation 1012-006

Spanish Fork City Facilities Energy Audit Request for Proposal



Spanish Fork City

Bid 1012-006

Spanish Fork City Facilities Energy Audit Request for Proposal

Bid Number 1012-006
 Bid Title Spanish Fork City Facilities Energy Audit Request for Proposal

Bid Start Date Dec 21, 2010 10:50:13 AM MST
 Bid End Date Jan 28, 2011 2:00:00 PM MST
 Question & Answer End Date Jan 24, 2011 5:00:00 PM MST

Bid Contact Bill Bushman
 801-921-9818
 bbushman@spanishfork.org

Contract Duration 1 year
 Contract Renewal Not Applicable
 Prices Good for 150 days

Bid Comments Spanish Fork City is soliciting proposals from qualified firms to perform an Energy Audit on 28 of Spanish Fork's government owned facilities.
 Added on Dec 29, 2010:
 Addendum #2

Schedule of buildings including unit inventory and energy used. Refer to document: SF HVAC Unit Inventory for Energy Audit 12-29-10
 Added on Jan 19, 2011:
 Addendum #3
 1-19-11

Updated list of buildings included in the Spanish Fork City Facilities Energy Audit

We have checked with the Utah State Energy Program concerning buildings not supported by the ARRA funding. They confirmed that work done on buildings associated with golf courses and swimming pools can not be paid for through EECBG ARRA funding. Under documents find two updated lists of buildings included in the city wide energy audit that do not include the three buildings not supported by EECBG ARRA funding. Disregard earlier building lists.

List Names:
 Spanish Fork City Govt Energy Audit Building List UPDATED 1-19-11
 SF HVAC Unit Inventory for Energy Audit UPDATED 1-19-11
 Added on Jan 20, 2011:
 Addendum #4

Clarification of proposal submittal process and extending end date to Friday, January 28, 2011 at 2:00 PM MST. Changed "Contract Duration" and "Prices Good for" requirements.

Bid Request for City Wide Energy Audit REV 1 1-20-11 document added to bid packet.

SF HVAC Unit Inventory for Energy Audit UPDATED 1-20-11 document added to bid packet.

Spanish Fork City Govt Energy Audit Building List UPDATED 1-20-11 document added to bid packet.

Bid Request for City Wide energy Audit 12-17-10.pdf document removed from bid

packet.

SF HVAC Unit Inventory for Energy Audit UPDATED 1-19-11.xls document removed from bid packet.

Spanish Fork City Govt Energy Audit Building List UPDATED 1-19-11.xls document removed from bid packet.

Changes made on Dec 21, 2010 4:39:49 PM MST

| | | | |
|-------------------------|--|--------------------|--------------------------------|
| New Documents | Spanish Fork City Govt Energy Audit Building List 12-17-10.pdf | | |
| Previous End Date | Dec 29, 2010 5:00:00 PM MST | New End Date | Jan 26, 2011 5:00:00 PM MST |
| Previous Q & A End Date | Dec 27, 2010 5:00:00 PM MST | New Q & A End Date | Jan 24, 2011 5:00:00 PM MST |

Changes made on Dec 29, 2010 12:22:52 PM MST

| | |
|---------------|--|
| New Documents | SF HVAC Unit Inventory for Energy Audit 12-29-10.xls |
|---------------|--|

Item Response Form

| | |
|-------------------|---|
| Item | 1012-006-1-01 - Spanish Fork City Facilities Energy Audit |
| Quantity | 1 lump sum |
| Unit Price | <input type="text"/> |
| Delivery Location | Spanish Fork City <u>No Location Specified</u> |
| | Qty 1 |

Description
Spanish Fork City Faciliites Energy Audit

**Spanish Fork City Facilities Energy Audit
Request for Proposal
REVISION 1
January 20, 2011**

Spanish Fork City is soliciting proposals from qualified firms to perform an Energy Audit on 25 of Spanish Fork's government owned facilities (See Schedule of Facilities Included in the Energy Audit UPDATED 1-19-11 and Spanish Fork City Heating and Air Conditioning Unit Inventory UPDATED 1-19-11).

Funding for this project has been secured through the Utah State Energy Program's Energy Efficiency and Conservation Block Grant (EECBG). As the EECBG program is funded through the American Recovery and Investment Act of 2009 (ARRA) funds, contractors must comply with federal requirements for ARRA funds including the Buy American (BA) provisions of the ARRA and Davis Bacon wage requirements.

This project shall be under the direct supervision of a licensed professional engineer. The successful firm must have recent experience with energy audits and use of ARRA funds.

I. SCOPE OF PROJECT

This project shall be divided into two levels of energy analysis as follows:

Level One—Basic Energy Survey:

All 25 Buildings

- Site visit to each building including interviews with building maintenance personnel
- Identification of potential energy savings measures (ESM)
- Initial estimate of energy savings from identified ESMs
- Initial estimate of installed cost of identified ESMs
- Summary report of basic survey findings

Level Two—Comprehensive Energy Study:

Five (5) Specified Buildings

- Hourly energy use analysis of the existing facility and effect of implementation of ESMs as identified in the basic energy survey using applicable electronic analysis tools (i.e. eQuest v3.63 and DOE2.2).
- Refined energy savings estimate, including the interaction between proposed ESMs
- Updated installed cost estimates of proposed ESMs
- Final report of study findings and recommendations

II. SERVICES PROVIDED BY THE ENERGY AUDIT FIRM

The firm shall at a minimum be required to:

1. Consult with a representative of Spanish Fork City for a description and requirements of the project.
2. Contact the facilities department for access to the sites.
3. Conduct Energy Audit as described and requested in Section I above.
4. Prepare required analysis reports in electronic and hard copy formats. Three (3) hard copy documents shall be provided to Spanish Fork City.
5. Consult with a representative of Spanish Fork City at the completion of the energy audit explaining the findings of the survey report.

III. PROPOSAL SUBMITTAL REQUIREMENTS

Proposals must be submitted to:

Spanish Fork City Engineering Office
Suite 210
PO BOX 358
40 South Main Street
Spanish Fork, Utah 84660

Submittal Deadline:

Friday, January 28, 2011 2:00 PM MST

Submittal Requirements:

1. Submit one (1) original and three (3) copies of the proposal and clearly label the outside of the box, package or envelope with "**Spanish Fork City Facilities Energy Audit Request for Proposal**".
2. Include one (1) electronic copy of the proposal on a DVD in PDF format.
3. Copies should be double sided on 8-1/2" x 11" recycled paper.
4. All pages shall be sequentially numbered and a table of contents shall be provided.
5. Do not use hard cover loose-leaf binders for proposals.
6. The proposal shall not exceed 20 double-sided pages.

Proposal Contents:

The following sections shall be contained in the proposal:

1. Introductory letter

A cover letter describing your firm, its history, number of years in business, how your firm meets the desirable qualifications and its ability to preform the scope of work shall not exceed 2 pages.

2. Key personnel

Provide a list of the key personnel with contact information including sub-consultants to be used on the project.

3. Qualifications

The firm's ability to perform this type of work should be included in this section.

Greater consideration will be given to firms with previously demonstrated experience in preforming energy audits and projects utilizing USEP-ARRA funding.

The firm shall also be required to certify all design work, etc., and to be in compliance with all state, federal or other applicable statues, codes and regulations.

Provide a list of projects completed in the past two years of similar work including project description and location, description of services provided, total value of services provided, project costs and contact information of representatives of organizations receiving the firm's services. Organization representatives will be used as references.

4. Time schedule

A schedule of the amount of time required to complete each level of this project itemized by building shall be included in this section.

5. Cost

A schedule of the fees for the services proposed as requested, itemized by building and by level of energy analysis performed shall be included in this section.

6. Certificate of insurance

Proof of insurance shall be included in this section.

IV. OWNERSHIP OF DOCUMENTS

Spanish Fork City shall have complete and unrestricted right to use all documents prepared by consultants of the firm in connection with its performance of the services described or referred to herein. Said documents including reports shall become the property of Spanish Fork City and are not to be used on other projects except by written agreement with Spanish Fork City.

V. INSURANCE REQUIREMENTS.

The successful proposer shall provide insurance as follows:

1. Certificate of Insurance; Cancellation or Modification
 - A. Before commencing work, the Proposer shall submit to the City for approval a Certificate of Insurance meeting the requirements specified herein, to be in effect for the full contract period.
 - B. The Proposer shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
 - C. Cancellation or modification of said policy or policies shall be considered just cause for the Spanish Fork City to immediately cancel the contract and/or to halt work on the contract, and to withhold payment for any work performance on the contract.
 - D. Minimum Coverage
 - 1) Any policy or policies of insurance purchased by the Proposer to satisfy their responsibilities under the proposal shall include contractual liability coverage, and shall be in the following type and minimum amounts:

Insurance Requirements

Formal Project Specs: Class II (over \$1M)

| <u>Type of Coverage</u> | <u>Each Occurrence</u> | <u>Aggregate</u> |
|--|------------------------|------------------|
| a. Comprehensive General Liability | | |
| (1) Bodily Injury & Property Damage | \$1,000,000 | |
| \$2,000,000 | | |
| b. Automobile Liability | Combined | |
| | <u>Single Limit</u> | |
| (1) Bodily Injury & Property Damage | \$1,000,000 | |
| c. Excess Liability | \$1,000,000 | \$1,000,000 |
| d. Worker's Compensation Insurance as required by the state of Utah. | | |

The City requires that the Contractor's Insurance carrier be A rated or better by A.M.

Best Company.**VI. ADDITIONAL REQUIREMENTS**

1. Submittal of a proposal will be the firm's indication that it has read and understands all the provisions of this request for proposal.
2. The firm shall be required to sign a contract with Spanish Fork City and prepared by Spanish Fork City before commencing this work.

VII. SPANISH FORK CITY'S RIGHTS AND RESPONSIBILITIES

Spanish Fork City shall:

1. Provide access to all buildings listed in the survey.
2. Designate a person to act as Spanish Fork City's representative.
3. Provide the firm with all existing information needed to complete the project including: utility records.
4. Advise the firm immediately of any new development affecting the project.
5. Reserve the right to terminate the agreement at any phase of the project if in its judgement the project is not proceeding in a manner consistent with the agreement or inconsistent with professional workmanship and previously stated applicable experience and qualifications.
6. Reserve the right to reject any and all proposals and to waive any formalities.

VIII. SELECTION CRITERIA

The proposal will be evaluated based on stated professional experience, qualifications and cost, whereby three firms may be invited to give technical presentations of their abilities to satisfactorily complete this project.

| Spanish Fork City Heating and Air Conditioning Unit Inventory UPDATED | | | | | | | | | | |
|---|-----------------------|------------------------------|-----------------|-----------------|----------------|-------------------|------------------------------------|-----------------|-----------------|-------------------------|
| ENERGY AUDIT | | | | | | | | | | |
| 1-20-11 | | | | | | | | | | |
| Location | Furnaces | Condenser Units | Tube Heaters | Evap. Coolers | Exhaust Fans | Thru Wall Units | Radiant Heaters | Other Units | Other Units | Other Units |
| Parks and Recreation Office Building (Nat Gas) | 3 furnaces | 3 condenser units | | | | | | | | |
| Veterans Memorial Building (Nat Gas) | 6 furnaces (roof top) | 6 condenser units (roof top) | | | | | | | | |
| Public Safety Building (Nat Gas) | 5 furnaces | 5 condenser units | 3 tube heaters | | | | | | | |
| City Library Building (Nat Gas) | 6 furnaces | 6 condenser units (roof) | | | | | | | | |
| City Office Building (Electric) | | | | | | | | 19 Heat Pumps | Electric Boiler | Cooling Tower |
| Senior Citizen Center (Nat Gas) | 7 furnaces | 4 condenser units | | 1 evap. cooler | 2 exhaust fans | | | | | |
| Cemetery (Nat Gas) | 1 furnace | 1 condenser unit (roof) | | | | | | | | |
| Spanish Fork Community Network Building (Nat Gas) | 10 furnaces | 6 condenser units | | | | | | 2 Leibert units | | |
| Justice Center Building (Electric) | | | | | | | | 55 heat pumps | 5 ERV Units | Ground Source HP System |
| Greenhouse Facility (Nat Gas) | 5 furnaces (hang) | | | | | | | | | |
| Waste Water Treatment Head Building (Nat Gas) | 1 furnace | 1 condenser unit (roof) | | | | | | | | |
| Waste Water Treatment Plant Out Buildings (7 total) (Nat Gas) | 2 furnaces | 3 condenser units | 7 tube heaters | | | | 4 unit heaters | | | |
| City Shop (offices and truck bays) (Nat Gas) | 3 furnaces | 3 condenser units | 2 tube heaters | 1 evap. cooler | | | 5 unit heaters (4 electric, 1 gas) | | | |
| Truck Shop (Nat Gas) | | | 7 tube heaters | | | | | | | |
| Fairgrounds Office Shop Building with High Chaparral (Nat Gas) | 2 furnaces | 2 condenser units | 1 tube heater | | | | | | | |
| Fairgrounds Indoor Tennis Courts (Nat Gas) | | | 10 tube heaters | | | | | | | |
| Fairgrounds Indoor Arena #1 (Nat Gas) | | | | | | | 5 radiant heaters | | | |
| Fairgrounds Indoor Arena #3 (Nat Gas) | | | 6 tube heaters | | | | | | | |
| Fairgrounds Maintenance Shop (Nat Gas) | | | | | | | 1 unit heater | | | |
| Gun Club (Nat Gas) | 1 furnace (roof) | 1 condenser unit (roof) | | | | | | | | |
| Sports Park Maintenance Shop (Nat Gas) | 1 furnace | 1 condenser unit | 3 tube heaters | | | | | | | |
| Sports Park Snack Shack East (Electric) | | | | 1 evap. cooler | 1 exhaust fan | 2 thru wall units | | | | |
| Sports Park Snack Shack West (Electric) | 1 electric furnace | 1 condenser unit (roof) | | 1 evap. cooler | 1 exhaust fan | | | | | |
| Russell Swenson Ball Park Snack Shack and Eq. Rm.(Propane Gas) | | | | 3 evap. coolers | 1 exhaust fan | | 2 unit heaters (electric) | | | |
| Building and Grounds Maintenance Shop (Nat Gas) | | | 1 tube heater | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

| Spanish Fork City Facilities | | | |
|---|----------------------------------|----------------------|----------------------|
| Schedule of Facilities Included in the Energy Audit UPDATED | | | |
| 20-Jan-11 | | | |
| Building Name | Building Area (ft ²) | Level 1 Energy Study | Level 2 Energy Study |
| Parks and Recreation Office Building | 2,500 | X | X |
| Veterans Memorial Building | 10,208 | X | X |
| Public Safety Building | 15,616 | X | |
| City Library Building | 11,310 | X | X |
| City Office Building | 18,768 | X | X |
| Senior Citizen's Building | 12,652 | X | X |
| City Cemetery Records Building | 1,800 | X | |
| Spanish Fork Community Network Building | 11,332 | X | |
| Justice Center Building | 60,182 | X | |
| Greenhouse Facility | 7,100 | X | |
| Waste Water Treatment Head Building | 2,100 | X | |
| Waste Water Treatment Plant Out-Buildings (7 total) | 10,000 | X | |
| City Shop | 13,175 | X | |
| Truck Shop | 24,217 | X | |
| Fairgrounds Office Shop Building with High Chaparral | 6,690 | X | |
| Fairgrounds Indoor Tennis Courts | 25,000 | X | |
| Fairgrounds Indoor Arena #1 | 20,000 | X | |
| Fairgrounds Indoor Arena #3 | 41,850 | X | |
| Fairgrounds Maintenance Shop | 2,250 | X | |
| Gun Club | 1,925 | X | |
| Sports Park Shop | 5,000 | X | |
| Sports Park Snack Shack East | 2,000 | X | |
| Sports Park Snack Shack West | 2,000 | X | |
| Russell Swenson Ball Park Snack Shack and Equipment Room | 6,800 | X | |
| Building and Grounds Maintenance Shop | 2,500 | X | |
| | | | |

GENERAL CONDITIONS

1. DEFINITION
2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS
3. SCHEDULES, REPORTS AND RECORDS
4. DRAWINGS AND SPECIFICATIONS
5. SHOP DRAWINGS
6. MATERIALS, SERVICE AND FACILITIES
7. INSPECTION AND TESTING
8. SUBSTITUTIONS
9. PATENTS
10. SURVEYS, PERMITS, REGULATIONS
11. PROTECTION OF WORK, PROPERTY, PERSONS
12. SUPERVISION BY CONTRACTOR
13. CHANGES IN THE WORK
14. CHANGES IN CONTRACT PRICE
15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES
16. CORRECTION OF WORK
17. SUBSURFACE CONDITIONS
18. SUSPENSION OF WORK, TERMINATION AND DELAY
19. PAYMENTS TO CONTRACTOR
20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE
21. INSURANCE
22. STATUS VERIFICATION SYSTEM
23. CONTRACT SECURITY
24. ASSIGNMENTS
25. INDEMNIFICATION
26. SEPARATE CONTRACTS
27. SUBCONTRACTING
28. ENGINEER'S AUTHORITY
29. LAND AND RIGHT-OF-WAYS
30. GUARANTY
31. ARBITRATION
32. TAXES

1. DEFINITIONS

- 1.1 Wherever used in the contract documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 **ADDENDA**-Written or graphic instruments issued prior to the execution of the agreement which modify or interpret the contract documents, drawings and specifications, by additions, deletions, clarifications or corrections.
- 1.3 **BID** - The offer or proposal of the bidder submitted on the prescribed form setting forth the

- prices for the work to be performed.
- 1.4 **BIDDER** - Any person, firm or corporation submitting a bid for the work.
- 1.5 **BONDS** - Bid, performance, and payment bonds and other instruments of security, furnished by the contractor and his surety in accordance with the contract documents.
- 1.6 **CHANGE ORDER** - A written order to the contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents, or authorizing an adjustment in the contract price or contract time.
- 1.7 **CONTRACT DOCUMENTS** - The contract, including advertisement for bids, information for bidders, bid, bid bond, agreement, payment bond, performance bond, notice of award, notice to proceed, change order, drawings, specifications, and addenda.
- 1.8 **CONTRACT PRICE** - The total monies payable to the contractor under the terms and conditions of the contract documents.
- 1.9 **CONTRACT TIME** - The number of calendar days stated in the contract documents for the completion of the work.
- 1.10 **CONTRACT** - The person, firm or corporation with whom the owner has executed the agreement.
- 1.11 **DRAWINGS** - The part of the contract documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the engineer.
- 1.12 **ENGINEER** - The person, firm or corporation named as such in the contract documents.
- 1.13 **FIELD ORDER** - A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the engineer to the contractor during construction.
- 1.14 **NOTICE OF AWARD** - The written notice of acceptance of the bid from the owner to the successful bidder.
- 1.15 **NOTICE TO PROCEED** - Written communication issued by the owner to the contractor authorizing him to proceed with the work and establishing the date of commencement of the work.
- 1.16 **OWNER** - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the work is to be performed.
- 1.17 **PROJECT** - The undertaking to be performed as provided in the contact documents.

- 1.18 **RESIDENT PROJECT REPRESENTATIVE** - The authorized representative of the owner who is assigned to the project site or any part thereof.
- 1.19 **SHOP DRAWINGS** - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the contractor, a subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
- 1.20 **SPECIFICATIONS** - A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.21 **SUBCONTRACTOR** - An individual, firm or corporation having a direct contract with the contractor or with any other subcontractor for the performance of a part of the work at the site.
- 1.22 **SUBSTANTIAL COMPLETION** - That date as certified by the engineer when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the contract documents, so that the project or specified part can be utilized for the purpose for which it is intended.
- 1.23 **SUPPLEMENTAL GENERAL CONDITIONS** - Modifications to general conditions required by a federal agency for participation in the project and approved by the agency in writing prior to inclusion in the contract documents, and such requirements that may be imposed by applicable state laws.
- 1.24 **SUPPLIER** - Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
- 1.25 **WORK** - All labor necessary to produce the construction required by the contract documents, and all materials and equipment incorporated or to be incorporated in the project.
- 1.26 **WRITTEN NOTICE** - Any notice to any party of the agreement relative to any part of this agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative at work.
2. **ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**
- 2.1 The **contractor** may be furnished additional instructions and detail drawings, by the engineer, as necessary to carry out the work required by the contract documents.

- 2.2 The additional drawings and instruction thus supplied will become a part of the contract documents. The contractor shall carry out the work in accordance with the additional detail drawings and instructions.

3. **SCHEDULES, REPORTS AND RECORDS**

- 3.1 The **contractor** shall submit to the owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as required by the contract documents for the work to be performed.

- 3.2 Prior to the first partial payment estimate the contractor shall submit construction progress schedules showing the order in which he proposes to carry on the work, including dates at which he will start the various parts of the work, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of **shop drawings**, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

- 3.3 The **contractor** shall also submit a schedule of payments that he anticipates he will earn during the course of the work.

4. **DRAWINGS AND SPECIFICATIONS**

- 4.1 The intent of the **drawings** and **specifications** is that the contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the owner.

- 4.2 In case of conflict between the **drawings** and **specifications**, the specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.

- 4.3 Any discrepancies found between the **drawings** and **specifications** and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in

writing. Work done by the contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the contractor's risk.

5. SHOP DRAWINGS

- 5.1 The **contractor** shall provide **shop drawing** as may be necessary for the prosecution of the work as required by the contract documents. The engineer shall promptly review all shop drawings. The engineer's approval of any shop drawing shall not release the contractor from responsibility for deviations from the contract documents. The approval of any shop drawing which substantially deviates from the requirement of the contract documents shall be evidenced by a change order.
- 5.2 When submitted for the **engineer's** review, **shop drawings** shall bear the contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.
- 5.3 Portions of the **work** requiring a **shop drawing** or sample submission shall not begin until the shop drawing or submission has been approved by the engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the contractor at the site and shall be available to the engineer.

6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the **contract documents**, the **contractor** shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the contractor and approved by the engineer.
- 6.5 Materials, supplies or equipment to be incorporated into the **work** shall not be purchased by the contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the project shall be subject to

adequate inspection and testing in accordance with generally accepted standards, as required and defined in the contract documents.

- 7.2 The **owner** shall provide all inspection and testing services not required by the contract documents.
- 7.3 The **contractor** shall provide at his expense the testing and inspection services required by the contract documents.
- 7.4 If the **contract documents**, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the contract, the contractor will give the engineer timely notice of readiness. The contractor will then furnish the engineer the required certificates of inspection, testing or approval.
- 7.5 Inspections, tests or approvals by the **engineer** or others shall not relieve the contractor from his obligations to perform the work in accordance with the requirements of the contract documents.
- 7.6 The **engineer** and his representatives will at all times have access to the work. In addition, authorized representatives and agents of participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The contractor will provide proper facilities for such access and observation of the work and also for any inspection, or testing thereof.
- 7.7 If any **work** is covered contrary to the written instructions of the engineer it must, if requested by the engineer, be uncovered for his observation and replaced at the contractor's expense.
- 7.8 If the **engineer** considers it necessary or advisable that covered work be inspected or tested by others, the contractor, at the engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the engineer may require, that portions of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order shall be issued.

8. **SUBSTITUTIONS**

- 8.1 Whenever a material, article or piece of equipment is identified on the **drawings** or **specifications** by reference to branch name or catalogue number, it shall be understood that

this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalogue number, and if, in the opinion of the engineer, such material, article or piece of equipment is of equal substance and function to that specified, the engineer may approve its substitution and use by the contractor. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately modified by change order. The contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the contractor without a change in the contract price or contract time.

9. PATENTS

- 9.1 The **contractor** shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the owner harmless from loss on account thereof, except that the owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the engineer.

10. SURVEYS, PERMITS, REGULATIONS

- 10.1 The **owner** shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents. From the information provided by the owner unless otherwise specified in the contract documents, the contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.
- 10.2 The **contractor** shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their necessary loss or disturbance.
- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the contractor unless otherwise stated in the **supplemental general conditions**. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the owner, unless otherwise specified. The contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the contractor observes that the contract documents are at variance therewith, he shall promptly notify the

engineer in writing, and any necessary changes shall be adjusted as provided in section 13, changes in the work.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

- 11.1 The **contractor** will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 11.2 The **contractor** will comply with all applicable laws, ordinances, rules regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the work all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of work may affect them. The contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the owners or the engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the contractor.
- 11.3 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the contractor, without special instruction or authorization from the engineer or owner, shall act to prevent threatened damage, injury or loss. He will give the engineer prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

- 12.1 The **contractor** will supervise and direct the **work**. He will be solely responsible for the means, methods, techniques, sequences and procedures of contraction. The contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the contractor as the contractor's representative at the site. The supervisor shall have full authority to act on behalf of the contractor and all communications given to the supervisor shall be as binding as if given to the contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

13. CHANGES IN THE WORK

- 13.1 The **owner** may at any time, as the need arises, order changes within the scope of the **work** without invalidating the agreement. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- 13.2 The **engineer**, also, may at any time, by issuing a field order, make changes in the details of the work. The contractor shall proceed with the performance of any changes in the work so ordered by the engineer unless the contractor believes the such field order entitles him to a change in contract price or time, or both, in which event he shall give the engineer written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the contractor price shall document the basis for the change in contract price or time within thirty (30) days. The contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the owner.

14. CHANGES IN CONTRACT PRICE

- 14.1 The **contract price** may be changed only by a **change order**. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:
- A. Unit prices previously approved.
 - B. An agreed lump sum.
 - C. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 15.1 The date of beginning and the time for completion of the **work** are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the **notice to proceed**.
- 15.2 The **contractor** will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the contractor and the owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- 15.3 If the **contractor** shall fail to complete the work within the contract time, or extension of time granted by the owner, then the contractor will pay to the owner the amount for

liquidated damages as specified in the **bid** for each calendar day that the contractor shall be in default after the time stipulated in the contract documents.

- 15.4 The **contractor** shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the contractor has promptly given written notice of such delay to the owner or engineer:

15.4.1 To any preference, priority or allocation order duly issued by the **owner**.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the **contractor**, including but not restricted to, acts of god, or of the public enemy, acts of the owner, acts of another contractor in the performance of a contract with the owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of **subcontractors** occasioned by any of the causes specified in paragraphs 15.4.1 And 15.4.2 Of this article.

16. **CORRECTION OF WORK**

- 16.1 The **contractor** shall promptly remove from the premises all work rejected by the engineer for failure to comply with the contract documents, whether incorporated in the construction or not, and the contractor shall promptly replace and reexecute the work in accordance with the contract documents and without expense to the owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

- 16.2 All removal and replacement **work** shall be done at the **contractor's** expense. If the contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the owner may remove such work and store the materials at the expense of the contractor.

17. **SUBSURFACE CONDITIONS**

- 17.1 The **contractor** shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the owner by written notice of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the **contract documents**; or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in **work** of the character provided for in the **contract documents**.

17.2 The **owner** shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the contract documents shall be modified by a change order. Any claim of the contractor for adjustment hereunder shall not be allowed unless he has given the required **written notice**; provided that the owner may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. **SUSPENSION OF WORK, TERMINATION AND DELAY**

18.1 The **owner** may suspend the **work** or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the contractor, by written notice to the contractor and the engineer which notice shall fix the date on which work shall be resumed. The contractor will resume that work on the date so fixed. The contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension.

18.2 If the contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractor or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the engineer, or if he otherwise violates any provision of the contract documents, then the owner may, without prejudice to any other right or remedy and after giving the contractor and his surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the contractor, and finish the work by whatever method he may deem expedient. In such case the contractor shall not be entitled to receive any further payment until they work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the contractor. If such costs exceed such unpaid balance, the contractor will pay the difference to the owner. Such costs incurred by the owner will be determined by the engineer and incorporated in a change order.

18.3 Where the contractor's services have been so terminated by the owner, said termination shall not affect any right of the owner against the contractor then existing or which may thereafter accrue. Any retention or payment of monies by the owner due the contractor will not release the contractor from compliance with the contract documents.

18.4 After ten (10) days from delivery of a written notice to the contractor and the engineer, the

owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the contractor shall be paid for all work executed and any expense sustained plus reasonable profit.

- 18.5 If, through no act or fault of the contractor, the work is suspended for a period of more than ninety (90) days by the owner or under an order of court or other public authority, or the engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the owner fails to pay the contractor substantially the sum approved by the engineer or awarded by arbitrators within thirty (30) days of his approval and presentation, then the contractor may, after ten (10) days from delivery of a written notice to the owner and the engineer, terminate the contract and recover from the owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the contract, if the engineer has failed to act on a request for payment or if the owner had failed to make any payment as aforesaid, the contractor may upon ten (10) days written notice to the owner and engineer stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, change orders shall be issued for adjusting the contract price or extending the contract time or both to compensate for the costs and delays attributable to the stoppage of the work.
- 18.6 If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the owner or engineer to act within the time specified in the contract documents, or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by change order to compensate the contractor for the costs and delays necessarily caused by the failure of the owner or engineer.

19. PAYMENT TO CONTRACTOR

- 19.1 At least **ten (10)** days before each progress payment falls due (but not more than once a month), the contractor will submit to the engineer a partial payment estimate filled out and signed by the contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the owner as will establish the owner's title to the material and equipment and protect his interest therein, including applicable insurance. The engineer will, within ten (10) days after receipt of each partial payment estimate either indicate in writing his approval of payment and present the partial payment estimate to the owner, or return the partial payment estimate to the contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the contractor may make the necessary corrections and resubmit the partial payment estimate. The owner will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the contractor a progress payment on the basis of the approved partial payment

estimate. The owner shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the contract documents. The owner at any time, however, after fifty (50) percent of the work has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to five (5) percent on the current and remaining estimates. When the work is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the work on which the price is stated separately in the contract documents, payment may be made in full, including retained percentages, less authorized deductions. When the retained amounts are paid, they will be paid without interest.

- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 19.3 Prior to substantial completion, the owner, with the approval of the engineer and with the concurrence of the contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.
- 19.4 The owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work except such as may be caused by agents or employees of the owner.
- 19.5 Upon **completion** and acceptance of the work, the engineer shall issue a certificate attached to the final payment request that the work has been accepted by him under the conditions of the contract documents. The entire balance found to be due the contractor, including the retained percentages, but except such sums as may be lawfully retained by the owner, shall be paid to the contractor within thirty (30) days of completion and acceptance of the work.
- 19.6 The contractor will **indemnify** and save the owner or the owner's agents harmless from all claims growing out of the lawful demands of subcontractors laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The contractor shall, at the owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the contractor fails to do so the owner may, after having notified the contractor, either pay unpaid bills or withhold from the contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the contractor shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the owner to either the contractor, his surety, or any third party. In paying any unpaid bills of the contractor, any payment so made by the owner shall be considered as a payment made under the contract documents by the owner to

the contractor and the owner shall not be liable to the contractor for any such payments made in good faith.

- 19.7 If the owner fails to make payment thirty (30) days after approval by the engineer, in addition to other remedies available to the contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the contractor.

20. **ACCEPTANCE OF FINAL PAYMENT AT RELEASE**

- 20.1 The acceptance by the contractor of final payment shall be and shall operate as a release to the owner of all claims and all liability to the contractor other than claims in stated amounts as may be specifically excepted by the contractor for all things done or furnished in connection with this work and for every act and neglect of the owner and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the contractor or his sureties from any obligations under the contract documents or the performance bond and payment bonds.'

21. **INSURANCE**

- 21.1 The contractor shall purchase and maintain such insurance as will protect his from claims set forth below which may arise out of or result from the contractor's execution of the work, whether such execution be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workman's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the contractor, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

- 21.2 Certificates of insurance acceptable to the owner shall be filed with the owner prior to commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior **written notice** has been given to the owner.
- 21.3 The contractor shall procure and maintain, at his own expense, during the contract time, liability insurance as hereinafter specified:
- 21.3.1 Contractor's general public liability and property damage insurance including vehicle coverage issued to the contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the contract documents, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by the contractor or by a subcontractor under him. Insurance shall be written with a limit of liability of not less then \$500,000.00 For all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000.00 Aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$500,000.00 Aggregate for any such damage sustained by tow or more persons in any one accident, with a \$1,000,000.00 Umbrella.
- 21.3.2 Comprehensive general liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an excess or umbrella liability policy.
- 21.3.3 The contractor shall acquire and maintain, if applicable, fire and extended coverage insurance upon the **project** to the full insurable value thereof for the benefit of the owner, the contractor, and subcontractor as their interest may appear. This provision shall in no way release the contractor or contractor's surety from obligations under the contract documents to fully complete the project.
- 21.4 The contractor shall procure and maintain, at his own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed. Workmen's compensation insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the contractor shall require such **subcontractor** similarly to provide workmen's compensation insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under workmen's compensation statute, the contractor shall provide, and shall cause each

subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

- 21.5 The contractor shall secure, if applicable, “all risk” type builder’s risk insurance for work to be performed. Unless specifically authorized by the owner, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the contract time, and until the work is accepted by the owner. The policy shall name as the insured the contractor, the engineer and the owner.

22. STATUS VERIFICATION SYSTEM

- 22.1 Contractor agrees that it, and its subcontractors, will register with and use a Status Verification System to verify the federal employment authorization status of all employees hired after July 1, 2009. Contractor, and its subcontractors, will comply, in all respects, with Utah Code Annotated §63-99a-103, as it may be amended from time to time.

23. CONTRACT SECURITY

- 23.1 The contractor shall within ten (10) days after the receipt of the notice of award furnish the owner with a performance bond such business in the state in which the work is to be performed and named on the current list of “surety companies acceptable on federal bonds” as published in the treasury department circular number 570. The expense of these bonds shall be borne by the contractor. If at any time a surety on any such bonds is declared as bankrupt or loses its right to do business in the state in which the work is to be performed or is removed from the list of surety companies accepted on federal bonds. Contractor shall within ten (10) days after notice from the owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the owner. The premiums on such bond shall be paid by the contractor. No further payments shall be deemed due not shall be made until the new surety or sureties shall have furnished an acceptable bond to the owner.

24. ASSIGNMENTS

- 24.1 Neither the **contractor** nor the **owner** shall sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

25. INDEMNIFICATION

- 25.1 The contractor will indemnify and hold harmless the owner and the engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney’s fees arising out of or resulting from the performance of the work, provided that any

such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable.

- 25.2 In any and all claims against the owner or the engineer, or any of their agents or employees, by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workmen's compensation acts, disability benefits acts or other employee benefits acts.
- 25.3 The obligation of the contractor under this paragraph shall not extend to the liability of the engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

26. **SEPARATE CONTRACTS**

- 26.1 The owner reserves the right to other contracts in connection with this project. The contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the contractor's work depends upon the work of any other contractor, the contractor shall inspect and promptly report to the engineer any defects in such work that render it unsuitable for such proper execution and results.
- 26.2 The owner may perform additional work related to the project by himself, or he may let other contracts containing provisions similar to these. The contractor will afford the other contractors who are parties to such contract (or the owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.
- 26.3 If the performance of additional work by other contractors or the owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the contractor prior to starting any such additional work. If the contractor believes that the performance of such additional work by the owner or others involves him in additional expense or entitles him to an extension of the contract time, he may make a claim therefor as provided in section 14 and 15.

27. **SUBCONTRACTING**

- 27.1 The contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- 27.2 The contractor shall not award work to subcontractor(s), in excess of fifty (50) percent of the contract price, without prior written approval of the owner.
- 27.3 The contractor shall be fully responsible to the owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 27.4 The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the contractor the same power as regards terminating any subcontract that the owner may exercise over the contractor under any provision of the contract documents.
- 27.5 Nothing contained in this **contract** shall create any contractual relation between any subcontractor and the owner.

28. **ENGINEER'S AUTHORITY**

- 28.1 The engineer shall act as the owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the contract documents in a fair and unbiased manner. The engineer will make visits to the site and determine if the work is proceeding in accordance with the contract documents.
- 28.2 The contractor will be held strictly to the intent of the contract documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 28.3 The engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 28.4 The engineer shall promptly make decisions relative to interpretation of the contract documents.

29. **LAND AND RIGHTS-OF-WAY**

- 29.1 Prior to issuance of **notice to proceed**, the owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the contract documents, unless otherwise mutually agreed.

29.2 The owner shall provide to the contractor information which delineates and describes the lands owned and rights-of-way acquired.

29.3 The contractor shall provide at his own expense and without liability to the owner any additional land and access thereto that the contractor may desire for temporary construction facilities, or for storage of materials.

30. **GUARANTEE**

30.1 The contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the contractor shall promptly make such corrections as may be necessary by reason of such defects. The owner will give notice of observed defects with reasonable promptness. In the event that the contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the owner may do so and charge the contractor the cost hereby incurred. The performance bond shall remain in full force and effect through the guarantee period.

31. **ARBITRATION**

31.1 All claims, disputes and other matters in question arising out of, or relating to, the contract documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by section 20, shall be decided by any court having jurisdiction thereof.

31.2 Notice of the demand for arbitration shall be filed in writing with the other party to the contract documents and with the American Arbitration Association, and a copy shall be filed with the engineer. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.

31.3 The contractor will carry on the work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

32. **TAXES**

33.1 The contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the work is performed.

Question and Answers for Bid #1012-006 - Spanish Fork City Facilities Energy Audit Request for Proposal

OVERALL BID QUESTIONS

Question 1

Is there a list and size of the 28 buildings for the Level One–Basic Energy Survey? (Submitted: Dec 21, 2010 2:50:54 PM MST)

Answer

- We included a list of the buildings with square footages in the current addendum. (Answered: Dec 21, 2010 4:53:20 PM MST)

Question 2

Is there a list and size of the five (5) buildings for the Level Two–Comprehensive Energy Study (E-Quest)? (Submitted: Dec 21, 2010 2:51:22 PM MST)

Answer

- We included a list of the buildings with square footages in the current addendum. (Answered: Dec 21, 2010 4:53:20 PM MST)

Question 3

What is the general use of the five (5) buildings for the Level Two–Comprehensive Energy Study (E-Quest)? i.e. Office Building, Swimming Pool, Storage Building? (Submitted: Dec 21, 2010 2:54:21 PM MST)

Answer

- 1. Parks and Recreation Office Building: General offices and small meeting rooms. 2. Veteran's Memorial Building: No offices, two larger meeting rooms, kitchen, occasional meetings and craft shows. 3. City Office Building: General offices and smaller meeting rooms. Houses the administrative offices for Spanish Fork City including the City Council Chambers. 4. Senior Citizen's Center: Large banquet hall, kitchen and craft rooms for twice a week "mini meals" and crafts and meetings. 5. Golf Course Club House: Snack shack and pro shop with basement cart storage. (Answered: Dec 21, 2010 4:53:20 PM MST)

Question 4

The description of the project states that the contract duration is 90 days. Is it anticipated that the energy survey and energy study be completed within 90 days? (Submitted: Dec 21, 2010 2:54:58 PM MST)

Answer

- The energy audit does not need to be completed within the 90 days. The proposer must guarantee the price quoted is good for 90 days. The proposer must propose a time frame within which the audit must take place. (Answered: Dec 21, 2010 4:53:20 PM MST)

Question 5

Will construction drawings be required to direct a contractor to perform the work listed in the Energy Survey and Energy Study? (Submitted: Dec 21, 2010 2:55:32 PM MST)

Answer

- No. (Answered: Dec 21, 2010 4:53:20 PM MST)

Question 6

A kind of energy used at each building can be provided? Ex.: electrical, natural gas, steam, coal, etc. This will help in estimating the time spend at each location. (Submitted: Dec 28, 2010 1:27:05 PM MST)

Answer

- Included in documents is the list of 28 buildings with unit inventory and energy used. (Answered: Dec 29, 2010

12:18:04 PM MST)

Question 7

Question: Will the utility information for the 28 facilities be provided electronically in a file that can be easily copied into Excel spreadsheets? (Submitted: Jan 5, 2011 1:53:21 PM MST)

Answer

- The utility records generated by Spanish Fork City for Electrical Power usage can be supplied in Excel format. (Answered: Jan 12, 2011 1:50:57 PM MST)

Question 8

Provision 1604 in ARRA specifically excludes golf courses, zoos, aquariums and swimming pools. It appears that 2 of the buildings are associated with the golf course and 1 with the water park. Does this provision of ARRA apply to this grant? (Submitted: Jan 19, 2011 7:32:24 AM MST)

Answer

- Addendum #3
1-19-11

Updated list of buildings included in the Spanish Fork City Facilities Energy Audit

We have checked with the Utah State Energy Program concerning buildings not supported by the ARRA funding. They confirmed that work done on buildings associated with golf courses and swimming pools can not be paid for through EECBG ARRA funding. Under documents find two updated lists of buildings included in the city wide energy audit that does not include the three buildings not supported by EECBG ARRA funding. Disregard earlier building lists.

List Names:

Spanish Fork City Govt Energy Audit Building List UPDATED 1-19-11
SF HVAC Unit Inventory for Energy Audit UPDATED 1-19-11 (Answered: Jan 19, 2011 4:56:21 PM MST)

Question 9

There are no details regarding how to submit the proposal. Do you want it submitted electronically through BidSync? Hard copies? If so how many? (Submitted: Jan 20, 2011 10:38:59 AM MST)

Answer

- Refer to document "Bid Request for City Wide Energy Audit REV 1 1-20-11" This document has just been added to bid packet. (Answered: Jan 20, 2011 3:41:38 PM MST)

Question 10

Is the ARRA funding amount for this project available? (Submitted: Jan 20, 2011 11:19:57 AM MST)

Answer

- The original quote we received approval for through the Utah State Energy Program and that we used for budgeting purposes is \$51,245.00. (Answered: Jan 20, 2011 3:41:38 PM MST)

Question 11

Ten questions with answers received via email 1-20-11 (Submitted: Jan 20, 2011 5:08:39 PM MST)

Answer

1. What is the required form of submission of the proposal? Can it be submitted electronically by email directly to you? Refer to the BIDSYNC documentation.
2. As we understand this is an EECBG funded project through the State of Utah, can you guide us to any available information on the amount of the grant awarded to the city for the project? Refer to the BIDSYNC documentation.
3. Are brief descriptions available for HVAC systems – especially for those 5 buildings to receive Level 2 assessments? Refer to the Refer to the BIDSYNC documentation.

4. Please provide a brief description of HVAC control systems in place (e.g., local controls, building automation/energy management system, etc.). If a building automation/energy management system is in place, will the awardee have remote access? The only building with truly automated controls is the Justice Center. All other facilities have varying levels of T-stats.
5. Who are the City's energy utility providers? Gas: Questar. Electricity and Water: City owned and supplied.
6. Please describe the status and availability of building utility data. (Does the City currently track cost and usage data internally? Will the awardee be responsible for collection and organization of utility data? Is it available electronically?) Gas bills come from Questar and the Electrical and Water billings are internal. All can be acquired electronically. Refer to the BIDSYNC documentation.
7. Have previous building audits and reports been completed? If so, please describe and indicate if the information will be available to the awardee. Refer to the BIDSYNC documentation.
8. Is water purposefully excluded from the scope? Building water use is included in the scope of the survey.
9. Can you please clarify the use of the term "ASHRAE level 2 study" for the 5 additional buildings? Specifically, does the city intend to use ASHRAE definitions as contractual requirements, or is it just using the term "ASHRAE level 2" as more of a guideline with more emphasis on the interest in energy modeling? The terms have been removed from the bid request. Refer to the BIDSYNC documentation.
10. What will be the availability/involvement of facilities managers in the project? Much of the ASHRAE level 2 discussion revolves around current and future operation and maintenance procedures. Particularly if the city intends to use ASHRAE definitions as contractual requirements, this will require a certain level of interaction with these managers. The facilities managers will be available for consulting, building access and utilities reports retrieval. (Answered: Jan 20, 2011 5:09:39 PM MST)

Question 12

Item III on Submittal Requirements reads "shall not exceed 20 double-sided pages". So just clarify that is a maximum of 40 pages total or 20 pages total? (Submitted: Jan 21, 2011 9:16:05 AM MST)

Answer

- That's 20 total sheets of paper. Double side printing is fine. We are just trying to cut down on the bulk of the material. (Answered: Jan 25, 2011 8:46:48 AM MST)

Question Deadline: Jan 24, 2011 5:00:00 PM MST

Bid #1012-006 - Spanish Fork City Facilities Energy Audit Request for Proposal

Creation Date **Dec 21, 2010**

End Date **Jan 28, 2011 2:00:00 PM MST**

Start Date **Dec 21, 2010 10:50:13 AM MST**

Awarded Date **Not Yet Awarded**

| 1012-006-1-01 Spanish Fork City Facilities Energy Audit | | | | | | |
|---|---|---------------------------|--|-------------|---|------|
| Supplier | | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| Epic Engineering |  | First Offer - \$14,700.00 | 1 / lump sum | \$14,700.00 | | |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | | |
| EMG | | First Offer - \$39,120.00 | 1 / lump sum | \$39,120.00 | | |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | | |
| Van Boerum & Frank |  | First Offer - \$43,740.00 | 1 / lump sum | \$43,740.00 | | |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | | |
| Gardner Engineering Alternative Energy Services | | First Offer - \$44,900.00 | 1 / lump sum | \$44,900.00 |  | |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: We appreciate the opportunity to provide this proposal for Spanish Fork City Facilities Energy Audits. Gardner Engineering Alternative Energy Services has completed several large scale alternative energy projects throughout the state of Utah and is qualified and licensed to handle the requirements of the Spanish Fork City Facilities Energy Audits. | | | |
| Spectrum Engineering |  | First Offer - \$45,500.00 | 1 / lump sum | \$45,500.00 | | |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | | |
| Siemens |  | First Offer - \$49,000.00 | 1 / lump sum | \$49,000.00 | | |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | | |
| Brendle Group |  | First Offer - \$50,947.00 | 1 / lump sum | \$50,947.00 | | |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | | |
| Mechanical Services & Systems Inc. |  | First Offer - \$51,750.00 | 1 / lump sum | \$51,750.00 | | |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | | |
| LONG Energy Solutions |  | First Offer - \$61,148.00 | 1 / lump sum | \$61,148.00 | | |

| | | |
|---|---|-------------|
| Agency Product Code: Agency Notes: | Supplier Product Code: Supplier Notes: | |
| ElectroServe Co  First Offer - \$64,176.00 | 1 / lump sum | \$64,176.00 |
| Agency Product Code: Agency Notes: | Supplier Product Code: Supplier Notes: | |
| Loftus Associates West, LLC  First Offer - \$67,712.00 | 1 / lump sum | \$67,712.00 |
| Agency Product Code: Agency Notes: | Supplier Product Code: Supplier Notes: | |
| Patrick Engineering  First Offer - \$70,271.00 | 1 / lump sum | \$70,271.00 |
| Agency Product Code: Agency Notes: | Supplier Product Code: Supplier Notes: | |
| Utility West, LLC  First Offer - \$71,253.00 | 1 / lump sum | \$71,253.00 |
| Agency Product Code: Agency Notes: | Supplier Product Code: Supplier Notes: | |
| American Energy Audit  First Offer - \$91,540.00 | 1 / lump sum | \$91,540.00 |
| Agency Product Code: Agency Notes: | Supplier Product Code: Supplier Notes: | |
| EMP2, Inc.  First Offer - \$94,776.65 | 1 / lump sum | \$94,776.65 |
| Agency Product Code: Agency Notes: | Supplier Product Code: Supplier Notes: | |

Supplier Totals

| | |
|--|--|
| Epic Engineering | \$14,700.00 |
| Bid Contact Clint Dilley cdilley@epiceng.net Ph 801-955-5605 | Address 3341 South 4000 West West Valley City, UT 84120 |
| Agency Notes: | Supplier Notes: |
| EMG | \$39,120.00 |
| Bid Contact Drew Weitzel proposals@emgcorp.com Ph 800-733-0660 | Address 222 Schilling Circle, Suite 275 Hunt Valley, MD 21031 |
| Agency Notes: | Supplier Notes: |
| Van Boerum & Frank | \$43,740.00 |
| Bid Contact Sara Kienke skienke@vbfa.com Ph 801-530-3148 | Address 330 South 300 East Salt Lake City, UT 84111 |
| Agency Notes: | Supplier Notes: |
| Gardner Engineering Alternative Energy Services | \$44,900.00 |
| Bid Contact Kyle Hartman khartman@gardnerengineering.net Ph 801-476-0202 | Address 5875 South Adams Ave. Ogden, UT 84405 |
| Agency Notes: | Supplier Notes: |
| Spectrum Engineering | \$45,500.00 |

| | | |
|--|--|--------------------|
| Bid Contact Bob Bader rjb@spectrum-engineers.com Ph 801-401-8475 Fax 801-401-9475 | Address 324 S Main Street Salt Lake City, UT 84011 | |
| Agency Notes: | Supplier Notes: | |
| <u>Siemens</u> | | \$49,000.00 |
| Bid Contact Dale McCleery dale.mccleery@siemens.com Ph 801-316-2414 | Address 9707 S, Sandy Pkwy Sandy, UT 84070 | |
| Agency Notes: | Supplier Notes: | |
| <u>Brendle Group</u> | | \$50,947.00 |
| Bid Contact David Wortman dwortman@brendlegroup.com Ph 970-207-0058 | Address 226 Remington Street #3 Fort Collins, CO 80524 | |
| Agency Notes: | Supplier Notes: | |
| <u>Mechanical Services & Systems Inc.</u> | | \$51,750.00 |
| Bid Contact Mark Kendall mkendall@mss84.com Ph 801-255-9333 Fax 201-561-4673 | Address 6906 South 300 West Midvale, UT 84047 | |
| Agency Notes: | Supplier Notes: | |
| <u>LONG Energy Solutions</u> | | \$61,148.00 |
| Bid Contact Doug Hargrave dhargrave@long.com Ph 303-975-2152 Fax 303-936-2755 | Address 1795 W. Yale Ave Englewood, CO 80110 | |
| Agency Notes: | Supplier Notes: | |
| <u>ElectroServe Co</u> | | \$64,176.00 |
| Bid Contact Buculea Marin Ph 714-626-0135 | Address 2021 Commnwealth Blvd Fullerton, CA 92833 | |
| Agency Notes: | Supplier Notes: | |
| <u>Loftus Associates West, LLC</u> | | \$67,712.00 |
| Bid Contact Dennis Poskon dposkon@loftuswest.com Ph 702-891-0026 | Address 5512 S. Fort Apache Rd. Ste. 100 Las Vegas, NV 89148 | |
| Agency Notes: | Supplier Notes: | |
| <u>Patrick Engineering</u> | | \$70,271.00 |
| Bid Contact Steve Luetkehans sluetkehans@patrickengineering.com Ph 630-795-7200 | Address 4970 Varsity Dr. Lisle, IL 60532 | |
| Agency Notes: | Supplier Notes: | |
| <u>Utility West, LLC</u> | | \$71,253.00 |
| Bid Contact Thomas Brennan tfbrennan@utilitywestllc.com Ph 602-841-1455 | Address 2051 W. Northern, Ste 101 Phoenix, AZ 85028 | |
| Agency Notes: | Supplier Notes: | |
| <u>American Energy Audit</u> | | \$91,540.00 |
| Bid Contact Russell Davis rdavis@americanenergyaudit.com Ph 702-449-4203 | Address 1801 E. Sahara Ave, Suite 1-397 Las Vegas, NV 89104 | |
| Agency Notes: | Supplier Notes: | |
| <u>EMP2, Inc.</u> | | \$94,776.65 |
| Bid Contact William Dunnivant steved@emp2.com Ph 509-627-5401 | Address 219 Greenview Drive Richland, WA 99352 | |

Agency Notes:**Supplier Notes:**

******All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

 Print Close

AGREEMENT

This Agreement, made this 1st day of March, 2010, by and between Spanish Fork City hereinafter called "OWNER" and Probst Electric Inc. doing business as (a partnership, corporation or individual) hereinafter called "CONTRACTOR". Witnesseth: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the Spanish Fork City Parks and Recreation Office Interior Lighting Renovation.
2. 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.
3. The CONTRACTOR will commence the work required by the Contract Documents within 15 (FIFTEEN) calendar days after the date of the Notice To Proceed.
4. The CONTRACTOR agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of \$4,822.00, or as shown in the Bid Schedule.
5. The term "Contract Documents" means and includes the following:
 - (A) Notice of Request for Proposal
 - (B) Request for Proposal Documents
 - (C) Agreement
 - (D) Notice of Award
 - (E) Notice to Proceed
 - (F) Change Order
 - (G) Drawings prepared by Spanish Fork City
 - (H) Addenda: No. _____ Dated March 1, 2011.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Request for Proposal.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Spanish Fork City Parks and Recreation Office Interior Lighting Renovation

Spanish Fork City is soliciting bids to retrofit interior lighting in the Parks and Recreation Office Building at 775 North Main Street, Spanish Fork, Utah 84660. Refer to the following information and Bill of Material for specifications.

Material Specifications:

Lamps (FO28/841/XP/SS/ECO)

Lamp(s) shall be 28W lamp(s) having medium bi-pin bases. Lamp(s) shall be designed to pass the Federal TCLP test in force at the time of manufacture. Lamp(s) shall have an average rated life of (24,000, 40,000) on (instant start, programmed rapid start) ballasts, 94% lumen maintenance at 40% of rated life, a minimum CRI of 85 and 4100 CCT. Lamps shall be made in the USA.

Ballasts (QHE ISL)

Ballasts should have a BF of .78 or below, universal voltage, instant start, NEMA Premium compliant and a minimum 5 year warranty.

Ballasts (QHE ISH)

Ballasts should have a BF of 1.15, universal voltage, instant start, NEMA Premium compliant and a minimum 5 year warranty. Ballasts should operate applicable retrofit lamps.

Retrofit Kit (8' Strips):

2L 8' T12 to 2L 4' 28w T8 on QHE ISH ballast (kit)

2L T12HO to 4L 4' 28w T8 on QHE/ISH ballast (kit)

Bill of Material

Parks & Recreation Office (175 North Main Street)

| Description of Existing Fixture | Quantity | Ballast (Sylvania) | Lamps | Ballast/Lamp Retrofit Only | Kit Installation |
|---------------------------------|----------|--------------------|--------|----------------------------|----------------------|
| 4L Troffer | 57 | QHE/ISL | FO28T8 | Yes | None |
| 4L T12 SM | 25 | QHE/ISL | FO28T8 | Yes | None |
| 2L SM | 20 | QHE/ISL | FO28T8 | Yes | None |
| 2L 8' T12SS | 5 | QHE/ISL | FO28T8 | No | Use 4L 4' 28w T8 Kit |

FUNDING REQUIREMENTS:

Funding for this project has been secured through the Utah State Energy Program's Energy Efficiency and Conservation Block Grant (EECBG). As the EECBG program is funded through the American Recovery and Investment Act of 2009 (ARRA) funds, contractors must comply with federal requirements for ARRA funds including the Buy American (BA) provisions of the ARRA and Davis Bacon wage requirements.

BONDING:

A bid bond is not required for this project. Payment and Performance Bonds will be required after bid is awarded.

Spanish Fork City Parks and Recreation Office Interior Lighting Renovation

ADDENDUM 1

1-4-10

This list of additional specifications came about by general agreement of the contractors attending the pre-bid meeting. These new specification items are considered necessary for the professional installation and operation of the existing equipment and the new equipment being installed as part of this project. Include these specifications in the calculation of bids.

1. Dispose of all materials removed as part of this lighting renovation. Report the method of disposal to owner.
2. No emergency light ballasts included in this bid request.

Bid #1012-003 - Spanish Fork City Parks and Recreation Office Interior Lighting Renovation

Creation Date **Dec 21, 2010**

End Date **Jan 20, 2011 5:00:00 PM MST**

Start Date **Dec 21, 2010 3:25:03 PM MST**

Awarded Date **Jan 25, 2011**

| 1012-003-1-01 Spanish Fork City Parks and Recreation Office Interior Lighting Renovation | | | | | |
|---|---------------------------|--------------|---|---|---|
| Supplier | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| Probst Electric Inc.  | First Offer - \$4,822.00 | 1 / lump sum | \$4,822.00 | |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | |
| Advanced Lighting | First Offer - \$4,978.00 | 1 / lump sum | \$4,978.00 |  |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | |
| Page Electric Service, Inc.  | First Offer - \$5,659.88 | 1 / lump sum | \$5,659.88 | |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | |
| Sylvania Lighting Services | First Offer - \$5,800.00 | 1 / lump sum | \$5,800.00 |  |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: Sylvania Lighting Services proposes to use the Sylvania Lamps and Ballast specified, and to pass along the Osram Sylvania manufacturer's warranty to the City. | | |
| A-C Electric Inc | First Offer - \$6,113.00 | 1 / lump sum | \$6,113.00 | |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | |
| Hidden Peak Electric Co., Inc. [Ad] | First Offer - \$6,321.72 | 1 / lump sum | \$6,321.72 | |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | |
| Homeland | First Offer - \$7,200.00 | 1 / lump sum | \$7,200.00 | |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | |
| Power House Electrical | First Offer - \$8,255.00 | 1 / lump sum | \$8,255.00 | |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | |
| Nichols Building LLC | First Offer - \$13,000.00 | 1 / lump sum | \$13,000.00 | |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | |

Supplier Totals

| | |
|--|-----------------------------|
| Probst Electric Inc.  | \$4,822.00 |
| Bid Contact Riley Probst | Address P.O. Box 126 |

| | |
|---|--|
| <p>riley@probstelectric.com Ph 435-657-1955</p> <p>Agency Notes:</p> | <p>Heber, UT 84032</p> <p>Supplier Notes:</p> |
| <p><u>Advanced Lighting</u> Bid Contact Bryan Kossin advanced@advla.com Ph 801-972-9530 Fax 801-746-0089</p> <p>Agency Notes:</p> | <p>Address 3099 south 1030 west Salt Lake City, UT 84119</p> <p>Supplier Notes:</p> <p>\$4,978.00</p> |
| <p><u>Page Electric Service, Inc</u> Bid Contact Kay Page mkaypage@gmail.com Ph 801-292-2071 Fax 801-936-0178</p> <p>Agency Notes:</p> | <p>Address 353 North Main North Salt Lake, UT 84054</p> <p>Supplier Notes:</p> <p>\$5,659.88</p> |
| <p><u>Sylvania Lighting Services</u> Bid Contact Jennifer Askew paul.schmid@sylvania.com Ph 972-343-7121</p> <p>Agency Notes:</p> | <p>Address 1302 Avenue R Grand Prairie, TX 75050</p> <p>Supplier Notes:</p> <p>\$5,800.00</p> |
| <p><u>A-C Electric Inc</u> Bid Contact Justin May justin@a-celectricinc.com Ph 801-364-1747</p> <p>Bid Notes No 4' lamps made in USA Including bond requirements</p> <p>Agency Notes:</p> | <p>Address 729 S 330 W Salt Lake City, UT 84101</p> <p>Supplier Notes: No 4' lamps made in USA Including bond requirements</p> <p>\$6,113.00</p> |
| <p><u>Hidden Peak Electric Co., Inc. [Ad]</u> Bid Contact Dereke Lee linda@hiddenpeakelectric.com Ph 801-262-5513</p> <p>Bid Notes Contractor qualification sheet was completed on Bid Sync Website.</p> <p>Agency Notes:</p> | <p>Address 4586 South Cherry St., Unit A Murray, UT 84123</p> <p>Supplier Notes: Contractor qualification sheet was completed on Bid Sync Website.</p> <p>\$6,321.72</p> |
| <p><u>Homeland</u> Bid Contact steven winters swinters@homelandconstructionusa.com Ph 801-491-7333 Fax 801-491-7147</p> <p>Agency Notes:</p> | <p>Address po box 50176 provo, UT 84605</p> <p>Supplier Notes:</p> <p>\$7,200.00</p> |
| <p><u>Power House Electrical</u> Bid Contact Brian Blatter powerhouseelectrical@gmail.com Ph 801-809-0908</p> <p>Agency Notes:</p> | <p>Address 420 S Rooster Hollow Kaysville, UT 84037</p> <p>Supplier Notes:</p> <p>\$8,255.00</p> |
| <p><u>Nichols Building LLC</u> Bid Contact Renae Stucki renae@nicholsdev.com Ph 435-865-7630</p> <p>Agency Notes:</p> | <p>Address 2069 N Main Street Cedar City, UT 84720</p> <p>Supplier Notes:</p> <p>\$13,000.00</p> |

******All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

PrintClose

AGREEMENT

This Agreement, made this **1st** day of **March**, 2011, by and between Spanish Fork City hereinafter called "OWNER" and **Probst Electric Inc.** doing business as (a partnership, corporation or individual) hereinafter called "CONTRACTOR". Witnesseth: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the **Spanish Fork City Indoor Tennis Court Facility Interior Lighting Renovation.**
2. 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.
3. The CONTRACTOR will commence the work required by the Contract Documents within **15 (FIFTEEN)** calendar days after the date of the Notice To Proceed.
4. The CONTRACTOR agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of **\$9,425.00**, or as shown in the Bid Schedule.
5. The term "Contract Documents" means and includes the following:
 - (A) Notice of Request for Proposal
 - (B) Request for Proposal Documents
 - (C) Agreement
 - (D) Notice of Award
 - (E) Notice to Proceed
 - (F) Change Order
 - (G) Drawings prepared by Spanish Fork City
 - (H) Addenda: No. _____ Dated March 1, 2011.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Request for Proposal.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Spanish Fork City Indoor Tennis Court Facility Interior Lighting Renovation

Spanish Fork City is soliciting bids to retrofit interior lighting in the Indoor Tennis Court Facility at 475 South Main Street, Spanish Fork, Utah 84660. Refer to the following information and Bill of Material for specifications.

Material Specifications:

Lighting Fixtures

2L 8' T12 to 6L 4' 28w T8 (IBZ 632 CL-WG Lithonia)

Bill of Material

Indoor Tennis Court Facility (475 South Main Street)

| Catalog Number | Manufacturer | Quantity | Description | Lamps |
|----------------|--------------|----------|---|--------|
| IBZ 632 CL-WG | Lithonia | 40 | I-Beam Fluorescent High-Bay, 6 Lamp FO28T8, Wide Distribution Direct, High Ballast Factor, Clear Lenses and Wire Frames | FO28T8 |

FUNDING REQUIREMENTS:

Funding for this project has been secured through the Utah State Energy Program's Energy Efficiency and Conservation Block Grant (EECBG). As the EECBG program is funded through the American Recovery and Investment Act of 2009 (ARRA) funds, contractors must comply with federal requirements for ARRA funds including the Buy American (BA) provisions of the ARRA and Davis Bacon wage requirements.

BONDING:

A bid bond is not required for this project. Payment and Performance Bonds will be required after bid is awarded.

Spanish Fork City Indoor Tennis Court Facility Interior Lighting Renovation

ADDENDUM 1

1-4-11

This list of additional specifications came about by general agreement of the contractors attending the pre-bid meeting. These new specification items are considered necessary for the professional installation and operation of the existing equipment and the new equipment being installed as part of this project. Include these specifications in the calculation of bids.

1. Dispose of all materials removed as part of this lighting renovation. Report the method of disposal to owner.

2. No emergency light ballasts included in this bid request.

Bid #1012-005 - Spanish Fork City Indoor Tennis Court Facility Interior Lighting Renovation

Creation Date **Dec 21, 2010**

End Date **Jan 20, 2011 5:00:00 PM MST**

Start Date **Dec 21, 2010 3:25:03 PM MST**

Awarded Date **Jan 25, 2011**

| 1012-005-1-01 Spanish Fork City Indoor Tennis Court Facility Interior Lighting Renovation | | | | | |
|---|---------------------------|---|-------------|---|---|
| Supplier | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| Probst Electric Inc.  | First Offer - \$9,425.00 | 1 / lump sum | \$9,425.00 | |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
| Advanced Lighting | First Offer - \$9,878.00 | 1 / lump sum | \$9,878.00 |  |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
| Sylvania Lighting Services | First Offer - \$10,092.00 | 1 / lump sum | \$10,092.00 |  |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: Sylvania Lighting Services proposes to install the Lithonia fixture that were specified. Those fixtures will contain the Sylvania Lamps and Ballast that were also specified, and we will pass along the Osram Sylvania Manufacturer's warranty to the City. | | | |
| Page Electric Service, Inc  | First Offer - \$10,134.00 | 1 / lump sum | \$10,134.00 | |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
| Hidden Peak Electric Co., Inc. [Ad] | First Offer - \$11,903.00 | 1 / lump sum | \$11,903.00 | |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
| Power House Electrical | First Offer - \$11,975.00 | 1 / lump sum | \$11,975.00 | |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
| A-C Electric Inc | First Offer - \$12,085.00 | 1 / lump sum | \$12,085.00 | |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
| Nichols Building LLC | First Offer - \$16,700.00 | 1 / lump sum | \$16,700.00 | |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
| Homeland | First Offer - \$19,200.00 | 1 / lump sum | \$19,200.00 | |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: the new fixtures that replace existing fixtures will not go in with out some additional conduit and wire. we have this in our bid. | | | |

Supplier Totals

| | | |
|--|--|---|
| <u>Probst Electric Inc.</u>  | | \$9,425.00 |
| Bid Contact | Riley Probst riley@probstelectric.com Ph 435-657-1955 | Address P.O. Box 126 Heber, UT 84032 |
| Agency Notes: | Supplier Notes: | |
| <u>Advanced Lighting</u> | | \$9,878.00 |
| Bid Contact | Bryan Kossin advanced@advla.com Ph 801-972-9530 Fax 801-746-0089 | Address 3099 south 1030 west Salt Lake City, UT 84119 |
| Agency Notes: | Supplier Notes: | |
| <u>Sylvania Lighting Services</u> | | \$10,092.00 |
| Bid Contact | Jennifer Askew paul.schmid@sylvania.com Ph 972-343-7121 | Address 1302 Avenue R Grand Prairie, TX 75050 |
| Agency Notes: | Supplier Notes: | |
| <u>Page Electric Service, Inc</u> | | \$10,134.00 |
| Bid Contact | Kay Page mkaypage@gmail.com Ph 801-292-2071 Fax 801-936-0178 | Address 353 North Main North Salt Lake, UT 84054 |
| Agency Notes: | Supplier Notes: | |
| <u>Hidden Peak Electric Co., Inc. [Ad]</u> | | \$11,903.00 |
| Bid Contact | Dereke Lee linda@hiddenpeakelectric.com Ph 801-262-5513 | Address 4586 South Cherry St., Unit A Murray, UT 84123 |
| Bid Notes | Contractor qualification form was filled out on bid sync website | |
| Agency Notes: | Supplier Notes: Contractor qualification form was filled out on bid sync website | |
| <u>Power House Electrical</u> | | \$11,975.00 |
| Bid Contact | Brian Blatter powerhouseelectrical@gmail.com Ph 801-809-0908 | Address 420 S Rooster Hollow Kaysville, UT 84037 |
| Agency Notes: | Supplier Notes: | |
| <u>A-C Electric Inc</u> | | \$12,085.00 |
| Bid Contact | Justin May justin@a-celectricinc.com Ph 801-364-1747 | Address 729 S 330 W Salt Lake City, UT 84101 |
| Bid Notes | No 4' lamps made in USA Including Bond Requirements | |
| Agency Notes: | Supplier Notes: No 4' lamps made in USA Including Bond Requirements | |
| <u>Nichols Building LLC</u> | | \$16,700.00 |
| Bid Contact | Renae Stucki renae@nicholsdev.com Ph 435-865-7630 | Address 2069 N Main Street Cedar City, UT 84720 |
| Agency Notes: | Supplier Notes: | |
| <u>Homeland</u> | | \$19,200.00 |
| Bid Contact | steven winters swinters@homelandconstructionusa.com Ph 801-491-7333 Fax 801-491-7147 | Address po box 50176 provo, UT 84605 |
| Agency Notes: | Supplier Notes: | |

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PrintClose

AGREEMENT

This Agreement, made this 1st day of March, 2011, by and between Spanish Fork City hereinafter called "OWNER" and Jones Paint and Glass doing business as (a partnership, corporation or individual) hereinafter called "CONTRACTOR". Witnesseth: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete **Spanish Fork City Senior Citizen Center Basement Window Installation.**
2. 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.
3. The CONTRACTOR will commence the work required by the Contract Documents within **15 (FIFTEEN)** calendar days after the date of the Notice To Proceed.
4. The CONTRACTOR agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of **\$1,260.00 (One Thousand Two Hundred Sixty Dollars)**, or as shown in the Bid Schedule.
5. The term "Contract Documents" means and includes the following:
 - (A) Notice of Request for Proposal
 - (B) Request for Proposal Documents
 - (C) Agreement
 - (D) Notice of Award
 - (E) Notice to Proceed
 - (F) Change Order
 - (G) Drawings prepared by Spanish Fork City
 - (H) Addenda: No. _____ Dated March 1, 2011,
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Request for Proposal.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

12-21-10

MEMO

RE: Quote Request for the Spanish Fork City Senior Citizen Center Basement Window Installation

SCOPE OF PROJECT:

Basement window removal and installation at the Spanish Fork City Senior Citizen Center, 167 West Center Street, Spanish Fork, Utah 84660.

REQUEST FOR QUOTE:

Spanish Fork City is soliciting quotes to remove and dispose of nine existing basement windows and install nine windows that meet the following specifications:

SPECIFICATIONS:

Qty: 9
Size: 2616
Description: XO - Horizontal Slider
Glz: DG
Finish: White
Frame: Rep. StyleLine
Glass: CLR 3 DM SMLE AR
Other: Z bar
Grids: None
Dimension: RO - 30 x 18
Manufacturer: Milgard Windows (or approved equivalent)

Quote must include: Existing window prep, installation of new window, weatherproofing, Interior non-expanding foam and interior trim quick as needed.

WORKMANSHIP AND GUARANTEE:

Professional workmanship shall meet or exceed existing industry standards. Unless otherwise specified, the contractor shall unconditionally guarantee the labor and the materials used in performance of this agreement within the specified guidelines and recommendations of the manufacturer's warranty.

FUNDING REQUIREMENTS:

Funding for this project has been secured through the Utah State Energy Program's Energy Efficiency and Conservation Block Grant (EECBG). As the EECBG program is funded through the American Recovery and Investment Act of 2009 (ARRA) funds, contractors must comply with federal requirements for ARRA funds including the Buy American (BA) provisions of the ARRA and Davis Bacon wage requirements.

No official Waste Stream certification is required by the contractor in the disposal of the old material associated with this project in order to qualify for ARRA funding. However, please be prepared to provide a description to Spanish Fork City of the disposal method used, the location used and any recycling efforts undertaken in the disposal of old material.

QUOTES DUE DATE AND METHOD:

Quotes are due no later than Tuesday, January 11, 2011 at 5:00 PM MST. Add “**Basement Window Installation**” as a heading in an email or a fax, or printed on the exterior of the envelope if mailed or hand delivered.

1. Hard copy quotes may be delivered to the Parks and Recreation Office, 775 North Main Street, Spanish Fork, Utah, 84660, ATTENTION: Bill Bushman.
2. Mailed quotes may be sent to Spanish Fork City, 40 South Main Street, Spanish Fork, Utah 84660, ATTENTION: Bill Bushman
3. Facsimile quotes may be faxed to 801-804-4620, ATTENTION: Bill Bushman.
4. Electronic quotes may be emailed to bbushman@spanishfork.org.

PRE-BID CONFERENCE:

No pre-bid meeting is required for this quote request. Site inspection can be arranged upon request.

CONTACT INFORMATION:

Bill Bushman
Spanish Fork City Maintenance Supervisor
Office: 801-804-4618
Cell: 801-921-9818
bbushman@spanishfork.org

AGREEMENT

This Agreement, made this 1st day of March, 2011, by and between Spanish Fork City hereinafter called "OWNER" and Hone's Temperature Control Inc. doing business as (a partnership, corporation or individual) hereinafter called "CONTRACTOR". Witnesseth: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the Senior Citizen Center Furnace and Air Conditioner Installation.
2. 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.
3. The CONTRACTOR will commence the work required by the Contract Documents within 45 (Forty Five) calendar days after the date of the Notice To Proceed.
4. The CONTRACTOR agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of \$38,762.00 (Thirty-Eight Thousand, Seven Hundred Sixty Two Dollars), or as shown in the Bid Schedule.
5. The term "Contract Documents" means and includes the following:
 - (A) Notice of Request for Proposal
 - (B) Request for Proposal Documents
 - (C) Agreement
 - (D) Notice of Award
 - (E) Notice to Proceed
 - (F) Change Order
 - (G) Drawings prepared by Spanish Fork City
 - (H) Addenda: No. _____ Dated March 1, 2011.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Request for Proposal.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Senior Citizen Center Furnace and Air Conditioner System Installation

Furnace and air conditioner system removal and installation at the Spanish Fork City Senior Citizen Center, 167 West Center Street, Spanish Fork, Utah 84660

Spanish Fork City is soliciting bids to remove existing furnaces and air conditioning systems and install new furnaces and air conditioning systems that meets the following specifications:

Furnaces and Air Conditioning Systems for Main Banquet Room Area:

Remove the 4 existing 80% efficient furnaces.

Install 4 new Bryant 95% efficient, 3-stage heat, variable speed motor, 80,000 btu furnaces.

Install new PVC exhaust pipes

Include all misc. parts and labor

Remove the 2 existing A/C systems.

Install 2 new Bryant 13 seer, 7.5 ton condenser and coil

Include all misc. parts and labor

Note: Each one of these air conditioning units is tied to 2 furnaces.

Furnace and Air Conditioning Systems for South End of Main Area:

Remove the existing 90% efficient furnace.

Install new Bryant 95% efficient, 3-stage heat, variable speed motor, 120,000 btu furnace.

Include all misc. parts and labor

Remove existing A/C system.

Install new Bryant 17 seer, 2-stage cooling, 5 ton condenser and coil

Include all misc. parts and labor

Furnace and Air Conditioning Systems for Kitchen area:

Remove the existing 80% efficient furnace.

Install new Bryant 95% efficient, 3-stage heat, variable speed motor, 80,000 btu furnace.

Include all misc. parts and labor

Remove existing A/C system.

Install new Bryant 17 seer, 2-stage cooling, 4 ton condenser

Install Bryant 4-ton coil

Include all misc. parts and labor

Furnace for Basement area:

Remove the existing 80% efficient furnace.

Install new Bryant 95% efficient, 3-stage heat, variable speed motor, 80,000 btu furnace.

Include all misc. parts and labor

Funding for this project has been secured through the Utah State Energy Program's Energy Efficiency and Conservation Block Grant (EECBG). As the EECBG program is funded through the American Recovery and Investment Act of 2009 (ARRA) funds, contractors must comply with federal requirements for ARRA funds including the Buy American (BA) provisions of the ARRA and Davis Bacon wage requirements.

Senior Citizen Center Furnace and Air Conditioner System Installation

ADDENDUM 2

12-29-10

This list of additional specifications came about by general agreement of the contractors attending the pre-bid meeting. These new specification items are considered necessary for the professional installation and operation of the existing equipment and the new equipment being installed as part of this project. Include these specifications in the calculation of bids.

1. Variable Speed motor control not required on Furnaces and Air Conditioning Systems for Main Banquet Room Area only.
2. New refrigerant line sets are required to be installed on all A/C systems.
3. New condensation pumps and discharge lines are required to be installed on Furnaces and Air Conditioning Systems for Main Banquet Room Area and Furnace and Air Conditioning Systems for Kitchen Area.
4. New fused disconnects are required to be installed on all new condenser unit installations.
5. Low ambient temperature control equipment is required to be installed on Furnaces and Air Conditioning Systems for Main Banquet Room Area, Furnace and Air Conditioning Systems for South End of Main Area and Furnace and Air Conditioning Systems for Kitchen Area.
6. Properly sized exhaust flue must be installed for the basement water heater to replace the existing exhaust flue that will become too large due to the installation of PVC exhaust tubing on the new furnace installations.
7. Use existing T-stats. Existing T-stats are to remain in place and in operation.

Bid #1012-002 - Senior Citizen Center Furnace and Air Conditioner System Installation

Creation Date **Dec 16, 2010**

End Date **Jan 12, 2011 5:00:00 PM MST**

Start Date **Dec 16, 2010 11:55:46 AM MST**

Awarded Date **Jan 25, 2011**

| 1012-002-1-01 Furnaces and Air Conditioning Systems for Main Banquet Room Area | | | | | |
|---|---------------------------|--|-------------|---|---|
| Supplier | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| Hones Temperature Control Inc  | First Offer - \$21,388.00 | 1 / lump sum | \$21,388.00 | |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
| Lindstrom Bros. Inc | First Offer - \$22,645.00 | 1 / lump sum | \$22,645.00 | |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
| Rocky Mountain Mechanical  | Alt 2 - \$25,675.00 | 1 / lump sum | \$25,675.00 | |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
| Automated Mechanical | First Offer - \$27,210.00 | 1 / lump sum | \$27,210.00 |  |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: This proposal is to provide, remove and replace the furnace package heating & cooling units. Included in this price is the cost of 4 Bryant Model # 352AAV048080 BDP 90% 2SP Furnaces, 2 Bryant Model # 13 SEER 71/2 TON 230V 3PH Condensers, 4 Bryant Model # C48A175C159W 4T Narrow Puron Evap. Coils, 2 Condensation pumps VCMA-15ULS 554942, Also Re-ducting the flue for the hot water heater, ground freight, fabrication of transitional duct work, line voltage terminations, low voltage terminations, gas line terminations, all the required labor to remove, replace, and dispose of the existing units, and an industry standard start up to assure proper operations of the new equipment. Low Ambient controls & Fused disconnects. Freight of Unit usually arrives in an average of 2 weeks (Need to determine delivery time) at time of order placement. | | | |
| KHI Mechanical | First Offer - \$29,456.00 | 1 / lump sum | \$29,456.00 | |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
| Moore Sheet Metal  | First Offer - \$30,895.00 | 1 / lump sum | \$30,895.00 | |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
| Rocky Mountain Mechanical | First Offer - \$37,788.00 | 1 / lump sum | \$37,788.00 |  |  |
| Agency Product Code: | | Supplier Product Code: | | | |

| | | | | | |
|---|---------------------------|---|-------------|--|---|
| Agency Notes: | | Supplier Notes: This quote is for all 6 systems | | | |
| Holmes & Holmes Industrial Inc. | First Offer - \$39,360.00 | 1 / lump sum | \$39,360.00 | |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |

| 1012-002-1-02 Furnance and Air Conditioning System for Soutyh End of Main Area | | | | | |
|--|---------------------------|---|-------------|---|---|
| Supplier | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| Hones Temperature Control Inc.  | First Offer - \$6,960.00 | 1 / lump sum | \$6,960.00 | |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
| Lindstrom Bros. Inc. | First Offer - \$7,420.00 | 1 / lump sum | \$7,420.00 | |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
| Automated Mechanical | First Offer - \$8,970.00 | 1 / lump sum | \$8,970.00 |  |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: This proposal is to provide, remove and replace the furnace package heating & cooling units. Included in this price is the cost of 1 Bryant Model # 355CAV060120 BDP +95S Q/F Furnace, 1 Bryant Model # 187BNA060000 2STG EVOLUTION Condenser, 1 Bryant Model # CNPVP6024ACA 5T Puron Evap. Coil, Low Ambient controls & Fused disconnects, ground freight, fabrication of transitional duct work, line voltage terminations, low voltage terminations, gas line terminations, all the required labor to remove, replace, and dispose of the existing units, and an industry standard start up to assure proper operations of the new equipment. Freight of Unit usually arrives in an average of 2 weeks (Need to determine delivery time) at time of order placement. | | | |
| KHI Mechanical | First Offer - \$9,006.00 | 1 / lump sum | \$9,006.00 | |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
| Rocky Mountain Mechanical  | First Offer - \$9,073.00 | 1 / lump sum | \$9,073.00 | |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
| Moore Sheet Metal  | First Offer - \$9,200.00 | 1 / lump sum | \$9,200.00 | |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
| Holmes & Holmes Industrial Inc. | First Offer - \$12,887.00 | 1 / lump sum | \$12,887.00 | |  |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |

| 1012-002-1-03 Furnance and Air Conditioning System for Kitchen Area | | | | | |
|---|--|--|--|--|--|
| | | | | | |

| Supplier | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
|---|---------------------------|--------------|--|---|---|
| Hones Temperature Control Inc  | First Offer - \$6,864.00 | 1 / lump sum | \$6,864.00 | |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | |
| Lindstrom Bros. Inc | First Offer - \$7,962.00 | 1 / lump sum | \$7,962.00 | |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | |
| Automated Mechanical | First Offer - \$8,410.00 | 1 / lump sum | \$8,410.00 |  |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: This proposal is to provide, remove and replace the furnace package heating & cooling units. Included in this price is the cost of 1 Bryant Model # 355CAV042080 BDP +95S Q/F Furnace, 1 Bryant Model # 187BNA048000 2STG EVOLUTION Condenser, 1 Bryant Model # CNPHP4821ACA 4T Puron Horizontal Evap. Coil, 1 Condensation pump VCMA-15ULS 554942, ground freight, fabrication of transitional duct work, line voltage terminations, Low Ambient controls & Fused disconnects low voltage terminations, gas line terminations, all the required labor to remove, replace, and dispose of the existing units, and an industry standard start up to assure proper operations of the new equipment. Freight of Unit usually arrives in an average of 2 weeks (Need to determine delivery time) at time of order placement. | | |
| Rocky Mountain Mechanical  | First Offer - \$9,443.00 | 1 / lump sum | \$9,443.00 | |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | |
| Moore Sheet Metal  | First Offer - \$9,700.00 | 1 / lump sum | \$9,700.00 | |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | |
| KHI Mechanical | First Offer - \$9,986.00 | 1 / lump sum | \$9,986.00 | |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | |
| Holmes & Holmes Industrial Inc. | First Offer - \$12,398.00 | 1 / lump sum | \$12,398.00 | |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | |

| 1012-002-1-04 Furnance System for Basement Area | | | | | |
|---|--------------------------|--------------|---|--------|---|
| Supplier | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| Lindstrom Bros. Inc | First Offer - \$3,340.00 | 1 / lump sum | \$3,340.00 | |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | |
| Hones Temperature Control Inc  | First Offer - \$3,550.00 | 1 / lump sum | \$3,550.00 | |  |

| | | | |
|---|--------------------------|---|------------|
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | |
| Rocky Mountain Mechanical | First Offer - \$4,488.00 | 1 / lump sum | \$4,488.00 |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | |
| Moore Sheet Metal | First Offer - \$4,500.00 | 1 / lump sum | \$4,500.00 |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | |
| Automated Mechanical | First Offer - \$4,590.00 | 1 / lump sum | \$4,590.00 |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | |
| | | <p>This proposal is to provide, remove and replace the furnace package heating unit. Included in this price is the cost of 1 Bryant Model # 355CAV042080 BDP +95S Q/F furnace, ground freight, fabrication of transitional duct work, line voltage terminations, low voltage terminations, gas line terminations, all the required labor to remove, replace, and dispose of the existing furnace unit, and an industry standard start up to assure proper operations of the new equipment. Freight of Unit usually arrives in an average of 2 weeks (Need to determine delivery time) at time of order placement.</p> | |
| KHI Mechanical | First Offer - \$4,994.00 | 1 / lump sum | \$4,994.00 |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | |
| Holmes & Holmes Industrial Inc. | First Offer - \$7,406.00 | 1 / lump sum | \$7,406.00 |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | |

Supplier Totals

| | | |
|--|--|--------------------------------|
| Hones Temperature Control Inc | | \$38,762.00 (4/4 items) |
| Bid Contact coray hone htcontrol@gwestoffice.net Ph 801-754-3936 | Address po box 463 santaquin, UT 84655 | |
| Agency Notes: | Supplier Notes: | |
| Lindstrom Bros. Inc | | \$41,367.00 (4/4 items) |
| Bid Contact Lee LINDSTROM tlindstrom@gmail.com Ph 801-785-3872 Fax 801-785-8864 | Address PO BOX 187 PLEASANT GROVE, UT 84062 | |
| Agency Notes: | Supplier Notes: | |
| Rocky Mountain Mechanical | | \$48,679.00 (4/4 items) |
| Bid Contact Rulon Stevens rulon@rockymtnmech.com Ph 801-486-3423 | Address 3412 South West Temple Salt Lake City, UT 84165 | |
| Agency Notes: | Supplier Notes: | |

| | | |
|---|--|--|
| <u>Automated Mechanical</u> | | \$49,180.00 (4/4 items) |
| Bid Contact | Marc Anderson manderson@automatedmechanical.com Ph 801-644-2169 | Address 1574 W. 2650 S. Ogden, UT 84401 |
| Bid Notes | <p>This proposal is to provide, remove and replace the furnace package heating & cooling units. Included in this price is the cost of 7 Furnaces, 4 Condensers with 6 evap. coils. The install of a new Flue for the hot water heater, 3 Condensation pumps, 4 fused disconnects and low ambient controls, ground freight, fabrication of transitional duct work, line voltage terminations, low voltage terminations, gas line terminations, all the required labor to remove, replace, and dispose of the existing units, and an industry standard start up to assure proper operations of the new equipment. For: Banquet Room, South End Main Room, Kitchen Area, Basement Area. Freight of Unit usually arrives in an average of 2 weeks (Need to determine delivery time) at time of order placement. Total \$49,180.00</p> | |
| Agency Notes: | Supplier Notes: This proposal is to provide, remove and replace the furnace package heating & cooling units. Included in this price is the cost of 7 Furnaces, 4 Condensers with 6 evap. coils. The install of a new Flue for the hot water heater, 3 Condensation pumps, 4 fused disconnects and low ambient controls, ground freight, fabrication of transitional duct work, line voltage terminations, low voltage terminations, gas line terminations, all the required labor to remove, replace, and dispose of the existing units, and an industry standard start up to assure proper operations of the new equipment. For: Banquet Room, South End Main Room, Kitchen Area, Basement Area. Freight of Unit usually arrives in an average of 2 weeks (Need to determine delivery time) at time of order placement. Total \$49,180.00 | |
| <u>KHI Mechanical</u> | | \$53,442.00 (4/4 items) |
| Bid Contact | Jay Davis jay@khimechanical.net Ph 801-972-2680 | Address 2630 S 3270 W SLC, UT 84119 |
| Agency Notes: | Supplier Notes: | |
| <u>Moore Sheet Metal</u> | | \$54,295.00 (4/4 items) |
| Bid Contact | Robert Moore mooresheetmetal@gmail.com Ph 801-465-2709 Fax 801-465-2356 | Address 858 E 100 N Payson, UT 84651 |
| Agency Notes: | Supplier Notes: | |
| <u>Holmes & Holmes Industrial Inc.</u> | | \$72,051.00 (4/4 items) |
| Bid Contact | Paul E Facer lthorup@holmesindustrial.com Ph 801-250-7737 Fax 801-250-7895 | Address 9152 W. 2700 S. Magna, UT 84044 |
| Agency Notes: | Supplier Notes: | |

******All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not

limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.



AGREEMENT

This Agreement, made this **1st** day of **March**, 2011, by and between Spanish Fork City hereinafter called "OWNER" and **Hansen/ All Seasons Insulation** doing business as (a partnership, corporation or individual) hereinafter called "CONTRACTOR". Witnesseth: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete **Spanish Fork City Senior Citizen Center Attic Insulation Installation**.
2. 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.
3. The CONTRACTOR will commence the work required by the Contract Documents within **15 (FIFTEEN)** calendar days after the date of the Notice To Proceed.
4. The CONTRACTOR agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of **\$2,623.93 (Two Thousand Six Hundred Twenty Three Dollars and Ninety Three Cents)**, or as shown in the Bid Schedule.
5. The term "Contract Documents" means and includes the following:
 - (A) Notice of Request for Proposal
 - (B) Request for Proposal Documents
 - (C) Agreement
 - (D) Notice of Award
 - (E) Notice to Proceed
 - (F) Change Order
 - (G) Drawings prepared by Spanish Fork City
 - (H) Addenda: No. _____ Dated **March 1**, 2011,
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Request for Proposal.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

NOTICE OF AWARD

DATE: March 1, 2011

TO: **Hansen/ All Seasons Insulation**

175 South Geneva Road

Lindon, Utah 84042

PROJECT DESCRIPTION:

Spanish Fork City Senior Citizen Center Attic Insulation Installation

The OWNER having considered the proposal submitted by you for the above described work in response to its Advertisement For Request for Proposal dated **December 21, 2010**.

You are hereby notified that your proposal has been accepted in the amount of

\$2,623.93 (Two Thousand Six Hundred Twenty Three Dollars and Ninety Three Cents)

No Performance Bond or Payment Bond is required with this agreement. You are required to execute the Agreement and furnish the required CONTRACTOR's Status Verification System Certification and Certificates of Insurance **within ten (10) calendar days** from the date of this notice to you.

If you fail to execute said Agreement and to furnish said Status Verification System Certification and Certificates of Insurance within ten (10) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your proposal 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.

DATED THIS 1st DAY OF **March**, 2011.

SPANISH FORK CITY CORPORATION

BY: _____, Owner

ACCEPTANCE OF NOTICE
RECEIPT OF THE ABOVE NOTICE OF AWARD IS HEREBY ACKNOWLEDGED

BY: _____

THIS THE ____ DAY OF **March**, 2011.

12-21-10

MEMO

RE: Quote Request for the Spanish Fork City Senior Citizen Center Attic Insulation Installation

SCOPE OF PROJECT:

Install attic insulation at the Spanish Fork City Senior Citizen Center, 167 West Center Street, Spanish Fork, Utah 84660

REQUEST FOR QUOTE:

Spanish Fork City is soliciting quotes to install 6000 square feet of R38 blown fiber glass attic insulation in the Spanish Fork Senior Citizen Center.

SPECIFICATIONS:

R38 blown fiberglass attic insulation. Acceptable products include CertainTeed InsulSafe SP and John Mansville Climate Pro.

WORKMANSHIP AND GUARANTEE:

Professional workmanship shall meet or exceed existing industry standards. Unless otherwise specified, the contractor shall unconditionally guarantee the labor and the materials used in performance of this agreement within the specified guidelines and recommendations of the manufacturer's warranty.

FUNDING REQUIREMENTS:

Funding for this project has been secured through the Utah State Energy Program's Energy Efficiency and Conservation Block Grant (EECBG). As the EECBG program is funded through the American Recovery and Investment Act of 2009 (ARRA) funds, contractors must comply with federal requirements for ARRA funds including the Buy American (BA) provisions of the ARRA and Davis Bacon wage requirements.

QUOTES DUE DATE AND METHOD:

Quotes are due no later than Tuesday, January 11, 2011 at 5:00 PM MST. Add "**Spanish Fork City Senior Citizen Center Attic Insulation Installation**" as a heading in an email or a fax, or printed on the exterior of the envelope if mailed or hand delivered.

1. Hard copy quotes may be delivered to the Parks and Recreation Office, 775 North Main Street, Spanish Fork, Utah, 84660, ATTENTION: Bill Bushman.
2. Mailed quotes may be sent to Spanish Fork City, 40 South Main Street, Spanish Fork, Utah 84660, ATTENTION: Bill Bushman
3. Facsimile quotes may be faxed to 801-804-4620, ATTENTION: Bill Bushman.

4. Electronic quotes may be emailed to bbushman@spanishfork.org.

PRE-BID CONFERENCE:

No pre-bid meeting is required for this quote request. Site inspection can be arranged upon request.

CONTACT INFORMATION:

Bill Bushman

Spanish Fork City Maintenance Supervisor

Office: 801-804-4618

Cell: 801-921-9818

bbushman@spanishfork.org

AGREEMENT

This Agreement, made this **1st** day of **March**, 2011, by and between Spanish Fork City hereinafter called "OWNER" and **Probst Electric Inc.** doing business as (a partnership, corporation or individual) hereinafter called "CONTRACTOR". Witnesseth: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the **Spanish Fork City Senior Citizen Center Interior Lighting Renovation.**
2. 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.
3. The CONTRACTOR will commence the work required by the Contract Documents within **15 (FIFTEEN)** calendar days after the date of the Notice To Proceed.
4. The CONTRACTOR agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of **\$4,866.00**, or as shown in the Bid Schedule.
5. The term "Contract Documents" means and includes the following:
 - (A) Notice of Request for Proposal
 - (B) Request for Proposal Documents
 - (C) Agreement
 - (D) Notice of Award
 - (E) Notice to Proceed
 - (F) Change Order
 - (G) Drawings prepared by Spanish Fork City
 - (H) Addenda: No. _____ Dated March 1, 2011.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Request for Proposal.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Spanish Fork City Senior Citizen Center Interior Lighting Renovation

Spanish Fork City is soliciting bids to retrofit interior lighting in the Senior Citizen Center at 167 West Center Street, Spanish Fork, Utah 84660. Refer to the following information and Bill of Material for specifications.

Material Specifications:

Lamps (FO28/841/XP/SS/ECO)

Lamp(s) shall be 28W lamp(s) having medium bi-pin bases. Lamp(s) shall be designed to pass the Federal TCLP test in force at the time of manufacture. Lamp(s) shall have an average rated life of (24,000, 40,000) on (instant start, programmed rapid start) ballasts, 94% lumen maintenance at 40% of rated life, a minimum CRI of 85 and 4100 CCT. Lamps shall be made in the USA.

Ballasts (QHE ISL)

Ballasts should have a BF of .78 or below, universal voltage, instant start, NEMA Premium compliant and a minimum 5 year warranty.

Ballasts (QHE ISH)

Ballasts should have a BF of 1.15, universal voltage, instant start, NEMA Premium compliant and a minimum 5 year warranty. Ballasts should operate applicable retrofit lamps.

Retrofit Kit (8' Strips):

2L 8' T12 to 2L 4' 28w T8 on QHE ISH ballast (kit)

2L T12HO to 4L 4' 28w T8 on QHE/ISH ballast (kit)

Bill of Material

Senior Citizen Center (167 West Center Street)

| Description of Existing Fixture | Quantity | Ballast (Sylvania) | Lamps | Ballast/Lamp Retrofit Only | Kit |
|---------------------------------|----------|--------------------|--------|----------------------------|----------------------|
| 4L T12 SM | 57 | QHE/ISL | FO28T8 | Yes | None |
| 2L T12 SM | 23 | QHE/ISL | FO28T8 | Yes | None |
| 2L 8' T12 CW/HO | 17 | QHE/ISH | FO28T8 | No | Use 4L 4' 28w T8 Kit |

FUNDING REQUIREMENTS:

Funding for this project has been secured through the Utah State Energy Program's Energy Efficiency and Conservation Block Grant (EECBG). As the EECBG program is funded through the American Recovery and Investment Act of 2009 (ARRA) funds, contractors must comply with federal requirements for ARRA funds including the Buy American (BA) provisions of the ARRA and Davis Bacon wage requirements.

BONDING:

A bid bond is not required for this project. Payment and Performance Bonds will be required after bid is awarded.

Spanish Fork City Senior Citizen Center Interior Lighting Renovation**ADDENDUM 1****1-4-11**

This list of additional specifications came about by general agreement of the contractors attending the pre-bid meeting. These new specification items are considered necessary for the professional installation and operation of the existing equipment and the new equipment being installed as part of this project. Include these specifications in the calculation of bids.

1. Dispose of all materials removed as part of this lighting renovation. Report the method of disposal to owner.
2. Install five (5) new emergency lighting ballasts, including associated parts and materials, where needed. These are located, one each, in all four (4) restrooms and one (1) in the ceramic room. No specific brand specified.

Bid #1012-004 - Spanish Fork City Senior Citizen Center Interior Lighting Renovation

Creation Date **Dec 21, 2010**

End Date **Jan 20, 2011 5:00:00 PM MST**

Start Date **Dec 21, 2010 3:25:03 PM MST**

Awarded Date **Jan 25, 2011**

| 1012-004-1-01 Spanish Fork City Senior Citizen Center Interior Lighting Renovation | | | | | |
|--|---------------------------|--------------|---|---|---|
| Supplier | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| Probst Electric Inc.  | First Offer - \$4,866.00 | 1 / lump sum | \$4,866.00 | |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | |
| Advanced Lighting | First Offer - \$5,230.00 | 1 / lump sum | \$5,230.00 |  |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | |
| A-C Electric Inc. | First Offer - \$5,892.50 | 1 / lump sum | \$5,892.50 | |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | |
| Hidden Peak Electric Co., Inc. [Ad] | First Offer - \$6,327.96 | 1 / lump sum | \$6,327.96 | |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | |
| Sylvania Lighting Services | First Offer - \$6,345.00 | 1 / lump sum | \$6,345.00 |  |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: Sylvania Lighting Services proposes to use the Sylvania Lamps and Ballast specified, and to pass along the Osram Sylvania manufacturer's warranty to the City. | | |
| Page Electric Service, Inc  | First Offer - \$6,491.92 | 1 / lump sum | \$6,491.92 | |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | |
| Homeland | First Offer - \$8,500.00 | 1 / lump sum | \$8,500.00 | |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: light lense type in main hall are old,brittell and discontinued. fyi | | |
| Power House Electrical | First Offer - \$8,725.00 | 1 / lump sum | \$8,725.00 | |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | |
| Nichols Building LLC | First Offer - \$11,800.00 | 1 / lump sum | \$11,800.00 | |  |
| Agency Product Code: Agency Notes: | | | Supplier Product Code: Supplier Notes: | | |

Supplier Totals

| | |
|--|-------------------|
| Probst Electric Inc.  | \$4,866.00 |
|--|-------------------|

| | | |
|---|--|--------------------|
| <p>Bid Contact Riley Probst riley@probstelectric.com Ph 435-657-1955</p> | <p>Address P.O. Box 126 Heber, UT 84032</p> | |
| Agency Notes: | Supplier Notes: | |
| <p><u>Advanced Lighting</u></p> | | \$5,230.00 |
| <p>Bid Contact Bryan Kossin advanced@advla.com Ph 801-972-9530 Fax 801-746-0089</p> | <p>Address 3099 south 1030 west Salt Lake City, UT 84119</p> | |
| Agency Notes: | Supplier Notes: | |
| <p><u>A-C Electric Inc</u></p> | | \$5,892.50 |
| <p>Bid Contact Justin May justin@a-celectricinc.com Ph 801-364-1747</p> | <p>Address 729 S 330 W Salt Lake City, UT 84101</p> | |
| <p>Bid Notes No 4' Lamps made in USA Including Bond requirements</p> | | |
| Agency Notes: | Supplier Notes: | |
| | <p>No 4' Lamps made in USA Including Bond requirements</p> | |
| <p><u>Hidden Peak Electric Co., Inc. [Ad]</u></p> | | \$6,327.96 |
| <p>Bid Contact Dereke Lee linda@hiddenpeakelectric.com Ph 801-262-5513</p> | <p>Address 4586 South Cherry St., Unit A Murray, UT 84123</p> | |
| <p>Bid Notes Contractor qualification form was completed on bid sync site.</p> | | |
| Agency Notes: | Supplier Notes: | |
| | <p>Contractor qualification form was completed on bid sync site.</p> | |
| <p><u>Sylvania Lighting Services</u></p> | | \$6,345.00 |
| <p>Bid Contact Jennifer Askew paul.schmid@sylvania.com Ph 972-343-7121</p> | <p>Address 1302 Avenue R Grand Prairie, TX 75050</p> | |
| Agency Notes: | Supplier Notes: | |
| <p><u>Page Electric Service, Inc</u></p> | | \$6,491.92 |
| <p>Bid Contact Kay Page mkaypage@gmail.com Ph 801-292-2071 Fax 801-936-0178</p> | <p>Address 353 North Main North Salt Lake, UT 84054</p> | |
| Agency Notes: | Supplier Notes: | |
| <p><u>Homeland</u></p> | | \$8,500.00 |
| <p>Bid Contact steven winters swinters@homelandconstructionusa.com Ph 801-491-7333 Fax 801-491-7147</p> | <p>Address po box 50176 provo, UT 84605</p> | |
| Agency Notes: | Supplier Notes: | |
| <p><u>Power House Electrical</u></p> | | \$8,725.00 |
| <p>Bid Contact Brian Blatter powerhouseelectrical@gmail.com Ph 801-809-0908</p> | <p>Address 420 S Rooster Hollow Kaysville, UT 84037</p> | |
| Agency Notes: | Supplier Notes: | |
| <p><u>Nichols Building LLC</u></p> | | \$11,800.00 |
| <p>Bid Contact Rena Stucki renae@nicholsdev.com Ph 435-865-7630</p> | <p>Address 2069 N Main Street Cedar City, UT 84720</p> | |
| Agency Notes: | Supplier Notes: | |

******All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

PrintClose

AGREEMENT

This Agreement, made this **1st** day of **March**, 2011, by and between Spanish Fork City hereinafter called "OWNER" and **Jones Paint and Glass** doing business as (a partnership, corporation or individual) hereinafter called "CONTRACTOR". Witnesseth: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the **Spanish Fork City Senior Citizen Center Rear Entrance Door Installation**.
2. 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.
3. The CONTRACTOR will commence the work required by the Contract Documents within **15 (FIFTEEN)** calendar days after the date of the Notice To Proceed.
4. The CONTRACTOR agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of **\$1,390.00 (One Thousand Three Hundred Ninety Dollars)**, or as shown in the Bid Schedule.
5. The term "Contract Documents" means and includes the following:
 - (A) Notice of Request for Proposal
 - (B) Request for Proposal Documents
 - (C) Agreement
 - (D) Notice of Award
 - (E) Notice to Proceed
 - (F) Change Order
 - (G) Drawings prepared by Spanish Fork City
 - (H) Addenda: No. _____ Dated **March 1**, 2011,
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Request for Proposal.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

12-21-10

MEMO

RE: Quote Request for the Spanish Fork City Senior Citizen Center Rear Entrance Door Installation

SCOPE OF PROJECT:

Rear Entrance Door removal, disposal and new installation at the Spanish Fork City Senior Citizen Center, 167 West Center Street, Spanish Fork, Utah 84660

REQUEST FOR QUOTE:

Spanish Fork City is soliciting quotes to remove existing rear entrance door, make appropriate disposal and install a new rear entrance door that meets the following specifications:

SPECIFICATIONS:

Aluminum Storefront Entrance System:

3-6 x 7-0 Kawneer 350 Medium Stile Door with 10in. Bottom Rail
Hardware: Closer, Panic Device, Push / Pull Bars, Intermediate Offset Pivot
Kawneer 450 Clear Anodized Center Glazed Framing

Glass and Glazing:

1/4" Clear Annealed
1/4" Clear Tempered
Tempered Glass Where Required

Transfer existing ASSA locking mechanism from old to new door. Ensure smooth working operation of locking mechanism. DO NOT rekey cylinder. No additional keys are required.

Please include cut sheets and product information, if applicable, in the preparation of this quote.

WORKMANSHIP AND GUARANTEE:

Professional workmanship shall meet or exceed existing industry standards. Unless otherwise specified, the contractor shall unconditionally guarantee the labor and the materials used in performance of this agreement within the specified guidelines and recommendations of the manufacturer's warranty.

FUNDING REQUIREMENTS:

Funding for this project has been secured through the Utah State Energy Program's Energy Efficiency and Conservation Block Grant (EECBG). As the EECBG program is funded through the American Recovery and Investment Act of 2009 (ARRA) funds, contractors must comply with federal requirements for ARRA funds including the Buy American (BA) provisions of the ARRA and Davis Bacon wage requirements.

No official Waste Stream certification is required by the contractor in the disposal of the old material associated with this project in order to qualify for ARRA funding. However, please be prepared to provide a description to Spanish Fork City of the disposal method used, the location used and any recycling efforts undertaken in the disposal of old material.

QUOTES DUE DATE AND METHOD:

Quotes are due no later than Tuesday, January 11, 2011 at 5:00 PM MST. Add “**Spanish Fork City Senior Citizen Center Rear Entrance Door Installation Quote**” as a heading in an email or a fax, or printed on the exterior of the envelope if mailed or hand delivered.

1. Hard copy quotes may be delivered to the Parks and Recreation Office, 775 North Main Street, Spanish Fork, Utah, 84660, ATTENTION: Bill Bushman.
2. Mailed quotes may be sent to Spanish Fork City, 40 South Main Street, Spanish Fork, Utah 84660, ATTENTION: Bill Bushman
3. Facsimile quotes may be faxed to 801-804-4620, ATTENTION: Bill Bushman.
4. Electronic quotes may be emailed to bbushman@spanishfork.org.

PRE-BID CONFERENCE:

No pre-bid meeting is required for this quote request. Site inspection can be arranged upon request.

CONTACT INFORMATION:

Bill Bushman
Spanish Fork City Maintenance Supervisor
Office: 801-804-4618
Cell: 801-921-9818
bbushman@spanishfork.org

Angie Warner

From: notary3@comcast.net
Sent: Thursday, February 03, 2011 1:19 PM
To: awarner@spanishfork.org; webmaster@spanishfork.org
Subject: Agenda RequestagendaSubject

Values submitted by the user:

first_name - Troy

last_name - Lilly

address - [REDACTED]

city - Spanish Fork

state - UT

zip - 84660

contactphone - [REDACTED]

email - notary3@comcast.net

agendaSubject - Net Metering , Wind turbines detailed - Discuss the use of Horizontal and Vertical, roof mounted turbines in conjunction with Net Metering.

secCode - 51679

submit - submit



Staff Report to City Council

| | |
|------------------------|-----------------------------|
| Agenda Date: | March 1, 2011 |
| Staff Contacts: | Steven Money, Dale Robinson |
| Reviewed By: | Junior Baker |
| Subject: | Wild West Show Contract |

Background Discussion:

The attached contract is with The Great American Wild West Show produced by Don Endsley that we are bringing to the fairgrounds as part of the Wild West Days. Because I have not personally spoken to each of you, I am making an assumption (which is scary) that all of the council have been contacted by the Mayor and are aware that this event is in the works. This show is a major part of a large celebration of the wild west that will be taking place the first weekend in June. We will be doing a full introduction of this event at the March 15th council meeting so I don't want to go into any detail at this point and steal the committee's thunder. However, we couldn't wait to get this contract approved because we had to get the show and the dates locked in. Utah County has agreed to partner with us on this event which helps reduce the financial risk to the city. Please contact me with any questions prior to council meeting.

Budgetary Impact:

This particular show costs \$50,000 plus some hotel rooms to bring them here from Branson, Missouri to perform two shows (one Friday & one Saturday). They will also provide a rain out performance if necessary on the following Monday evening. We will have to budget for this entire event approximately \$80,000. The current budget already has \$34,000 in special events (earmarked for kite festival) that we can use. We anticipate that the revenue generated will exceed actual costs.

Recommendation:

Staff recommends that the council authorize the Mayor to sign the contract and move forward with this event.

Attachments:

Contract with Don Endsley's Great American Wild West Show.

2011 GAWWS Entertainment, LLC/The Great American Wild West Show

CONTRACT

GAWWS Entertainment, LLC (hereafter referred to as the "Service Provider") will provide City of Spanish Fork, Utah (hereafter referred to as "Customer") a total of 2 shows, each 90 minutes in length. The shows will be presented June 3rd-4th, 2011.

Service Provider will be compensated \$50,000.00 by the Customer for the service outlined above in this contract. A deposit of \$5000.00, (via cashiers check or bank wire transfer) to be received no later than February 14, 2011. The balance of \$45,000.00 to be paid as follows, \$35,000.00 received on or before May 20th,2011 and the balance of \$10,000.00 on Saturday, June 4th, 2011 . In the event of any circumstances that cause the cancellation of any shows by entities other than the Service Provider, or for reasons of force majeure or other unforeseen circumstances that cause a cancellation of one, any, or all shows, the Service Provider will still be entitled to full compensation as mandated by this agreement.

The Service Provider agrees to stay over until Monday June 6th, 2011 if for any reason the shows on June 3rd & 4th, 2011 are postponed due to rain or a weather related event and do a full 90 minute show to replace the show that had to be postponed .

Customer is responsible for all lighting and sound requirements. This includes no less than 2 spotlights and operators, clear-com head sets, operators for house lights and sound, as available.

Customer will provide 30 stalls with bedding (2 bags of shavings per stall) and 6 tack stalls. Cattle Pen behind the shoots for Longhorn Cattle with water trough and Customer will provide 25 bales of grass hay for cattle.

Customer will provide 14 motel rooms for 3 nights starting on Thursday June 2nd. In the event Customer requests performers in earlier than June 2nd, 2011, Customer is responsible for those room nights. Customer will furnish electricity hook-ups for 5 live in trailers.

Service Provider will provide promotional material, photos, tapes, etc., upon request and the show will assist in media promotions during show dates. Service Provider gives Customer permission to have their local cable network to film the shows in Spanish Fork and use them for promotional purposes only. Customer will provide Service Provider a copy of all DVDs.

Customer will make facilities available to the Service Provider for rehearsal the evening of the June 2nd, 2011. All performers will arrive at venue June 2nd, 2011 and will be available for promotion. Customer agrees to provide a space to the Service Provider for the sale of The Great American Wild West Show merchandise (Posters).

Service Provider will provide spectator Liability insurance in the amount of One Million Dollars. Certificate of Insurance will be provided to the Customer prior to the beginning of the first show.

The terms and conditions of this contract are agreed to and approved by GAWWS Entertainment, LLC/ The Great American Wild West Show and The City of Spanish Fork, Utah.



GAWWS Entertainment, LLC
150 Five Mile Road
Drasco, AR 72530

City of Spanish Fork

Date: 2-14-2011

Date: _____

ORDINANCE NO. 01-11

ROLL CALL

| VOTING | YES | NO |
|---|-----|----|
| G. WAYNE ANDERSEN <i>Mayor (votes only in case of tie)</i> | | |
| ROD DART <i>Council member</i> | | |
| RICHARD M. DAVIS <i>Council member</i> | | |
| STEVE LEIFSON <i>Council member</i> | | |
| JENS P. NIELSON <i>Council member</i> | | |
| KEIR A. SCUBES <i>Council member</i> | | |

I MOVE this ordinance be adopted: Councilmember

I SECOND the foregoing motion: Councilmember

ORDINANCE 01-11

ORDINANCE ABANDONING A PUBLIC UTILITY EASEMENT IN BLACK HORSE RUN MASTER PLANNED DEVELOPMENT

WHEREAS, Black Horse Run, Plats B and C were approved by Spanish Fork City as a master planned development and recorded with the Utah County Recorder in 2004; and

WHEREAS, the plats dedicated to Spanish Fork City a public utility easement; and

WHEREAS, the utility easement has never been used and is not needed by the City; and

WHEREAS, it is in the best interests of both the City and its residents to abandon

the public utilities easement; and

WHEREAS, notice of the intent to abandon the easement was posted on the property and on the State of Utah Notice Website; and

WHEREAS, a public hearing was held before the City Council on Tuesday, the 1st day of February, 2011, where public comment was received; and

WHEREAS, the council finds that it is in the best interest of the public to abandon the Black Horse Run public utilities easement identified herein;

NOW THEREFORE, be it ordained and enacted by the Spanish Fork City Council as follows:

I.

The property dedicated as a public utilities easement in Black Horse Run Plat B, as recorded in the office of the Utah County Recorder on the 2nd day of September, 2004 as entry number 101312, Map Filing #10671 and the property dedicated as a public utility easement in Black Horse Run Plat C, as recorded in the office of the Utah County Recorder on the 13th day of September, 2004 as entry number 104690, Map Filing #10683 are hereby abandoned to the underlying owners of the property, which property is more particularly described as follows:

BEGINNING AT A POINT WHICH IS LOCATED S00°17'18"E ALONG THE SECTION LINE 976.77 FEET AND EAST 240.00 FEET FROM THE WEST CORNER OF SECTION 17, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S89°24'53"E 28.50 FEET; THENCE S00°00'02"E 102.45 FEET; THENCE S00°00'32"E 441.32 FEET; THENCE N52°05'18"W 13.51 FEET; THENCE S89°42'42"W 22.21 FEET; THENCE N00°17'18"W 156.10 FEET; THENCE N05°32'38"W 76.42 FEET; THENCE N00°17'18"W 152.20 FEET; THENCE N04°58'02"E 76.42 FEET; THENCE N89°42'42"E 7.00 FEET; THENCE N00°17'18"W 75.34 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.45 ACRE

II.

This ordinance is effective upon recordation with the Utah County Recorder.

ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH,
this 1st day of March, 2011.

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder