

### CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, May 21, 2024** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 5:00 pm in Conference Room 3 followed by the regular session at 7:00 pm in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website [www.farmington.utah.gov](http://www.farmington.utah.gov). If you wish to email a comment for any of the listed public hearings, you may do so to [dcarlile@farmington.utah.gov](mailto:dcarlile@farmington.utah.gov)

#### **WORK SESSION – 5:00 p.m.**

- Budget presentations and deliberation
- Discussion of regular session items upon request

#### **REGULAR SESSION – 7:00 p.m.**

##### **CALL TO ORDER:**

- Invocation – Alex Leeman, Council Member
- Pledge of Allegiance – Roger Child, Council Member

##### **PRESENTATIONS:**

- Junior Jazz Award Presentation
- Update from Commissioner Lorene Kamalu and Animal Care Director Ashleigh Young **3**
- Blalock Presentation

##### **PUBLIC HEARINGS:**

- Fire Station 72 – Zone Change and Enabling Ordinance **5**
- Additional Text and Amendments regarding Recreational Pools and Tennis Courts **15**

##### **BUSINESS:**

- Resolution providing notice to Davis County of intent to place the RAP Tax on November 2024 Ballot **19**
- Review a *De Minimus* Impact Concurrence Request from UDOT for the I-15 widening project **23**

##### **SUMMARY ACTION:**

1. Consider approval of BH Inc to construct the Overlays FY 2025 Road Maintenance Project Bid **35**
2. Consider approval of Morgan Pavement to construct the ONYX FY 2025 Road Maintenance Project Bid **61**
3. Consider approval of Staker Parson to construct the Chip Seal FY 2025 Road Maintenance Project Bid **80**
4. Consider approval of Asphalt Preservation to construct the Crack Seal FY 2025 Road Maintenance Project Bid **102**
5. Amendments to Previously Approved Interlocal Agreement with Davis County and University of Utah Medical Center **123**
7. Pick-Up Contribution for Public Safety and Firefighter Tier II Employees **144**

##### **GOVERNING BODY REPORTS:**

- City Manager Report
- Mayor Anderson & City Council Reports

##### **ADJOURN**

**CLOSED SESSION** – Minute motion adjourning to closed session, for reasons permitted by law.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations due to a disability, please contact DeAnn Carlile, City recorder at 801-939-9206 at least 24 hours in advance of the meeting.

*I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website [www.farmington.utah.gov](http://www.farmington.utah.gov) and the Utah Public Notice website at [www.utah.gov/opmn](http://www.utah.gov/opmn). Posted on May 16, 2024*

# CITY COUNCIL AGENDA



## PRESENTATIONS

- Junior Jazz Award Presentation
- Update from Commissioner Lorene Kamalu and Animal Care Director Ashleigh Young
- Blalock Presentation



# 2024 is an exciting year for Animal Care!

Animal Care of Davis County is committed to promoting responsible pet ownership and compassionate animal care by fulfilling three goals: To serve and educate our community, to find homes for our homeless pets, and to support public safety

## THE SUBSTANTIAL NEED FOR A NEW SHELTER

To ensure that ACDC can continue to provide our much needed services to the community, the time has come to build a new animal shelter. The current shelter is composed of the original building, which was built over thirty years ago and multiple dated additions. With a bit of ingenuity and a ton of passion, we made this unique setup work for many years, but it can no longer provide healthy living conditions or space for the proper housing and socialization of the animals awaiting adoption.

## Our Next Steps



### A Tax Increase

ACDC has been operating on the same budget for several years. We can no longer sustain operating expenses with our current funding.



### Continued Planning

We have completed a feasibility study and strategic plan. We currently have RFP's developed that will be posted soon for architecture and construction.



### Breaking Ground

ACDC is planning to break ground on the new animal shelter later this year. This project is being funded by savings from Davis County.

## 2023 in Review

### Animal Intakes

- 4,206 animals entered the shelter
- 1,706 dogs entered the shelter (an increase of over 750 from the previous year)
- 2,297 cats entered the shelter

### Animal Outcomes

- 964 animals reunited with their families
- 1,808 animals adopted into loving homes
- 230 animals transferred to partner shelters and rescues.
- Our live release rate was 94% overall

### Animal Control Services

- Our officers responded to 9,417 calls
- Investigations of bites, cruelty and neglect cases made up 3,295 of these calls.
- Stray animals made up 2,086 of these calls.
- Nuisance calls for barking, leash laws and community cats made up 2,403 of these calls.

# CITY COUNCIL AGENDA



## PUBLIC HEARING

AGENDA TITLE: Fire Station 72 - Zone Change and Enabling Ordinance

PRESENTED BY: Shannon Hansell

DEPARTMENT: Community Development

MEETING DATE: May 21, 2024



## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Shannon Hansell – Planner and GIS Specialist  
**Date:** May 21, 2024  
**Subject:** Fire Station 72 – Zone Change and Enabling Ordinance

### RECOMMENDATION(S)

Move that the City Council approve the enabling ordinance changing the zone for 471 n Innovator Drive from OS (Open Space) to A (Agricultural), subject to all applicable Farmington City development standards and ordinances.

### BACKGROUND

Farmington City acquired 2.09 acres of property in the North Station Area across from the new City Park to build a Fire Station which is intended to supplement the existing station in downtown. The new station will provide emergency services to residents City-wide, and will also serve as a training and education center for other public safety entities, and possibly the general public.

City staff is requesting that the zone of this parcel be changed from Open Space to Agricultural, rather than Office Mixed Use. This is because Public Uses are not allowed in any Mixed-Use zone. The A zone allows Public Uses to be considered as conditional uses, meaning that they are allowed with conditions as set by the Planning Commission. Another benefit from a zone change of OS to A is that it effectively prevents any possible higher intensity uses on the parcel. Much of the west side of Farmington, including the adjacent property to the west, is agriculturally zoned. This seems to support the change requested today.

The Planning Commission recommended the City Council approve this zone change on May 9, 2024.

### Supplemental Information

1. Vicinity Map
2. Zoning Map
3. Fire Station 72 Site Plan and Landscape
4. Enabling Ordinance

Respectfully Submitted,

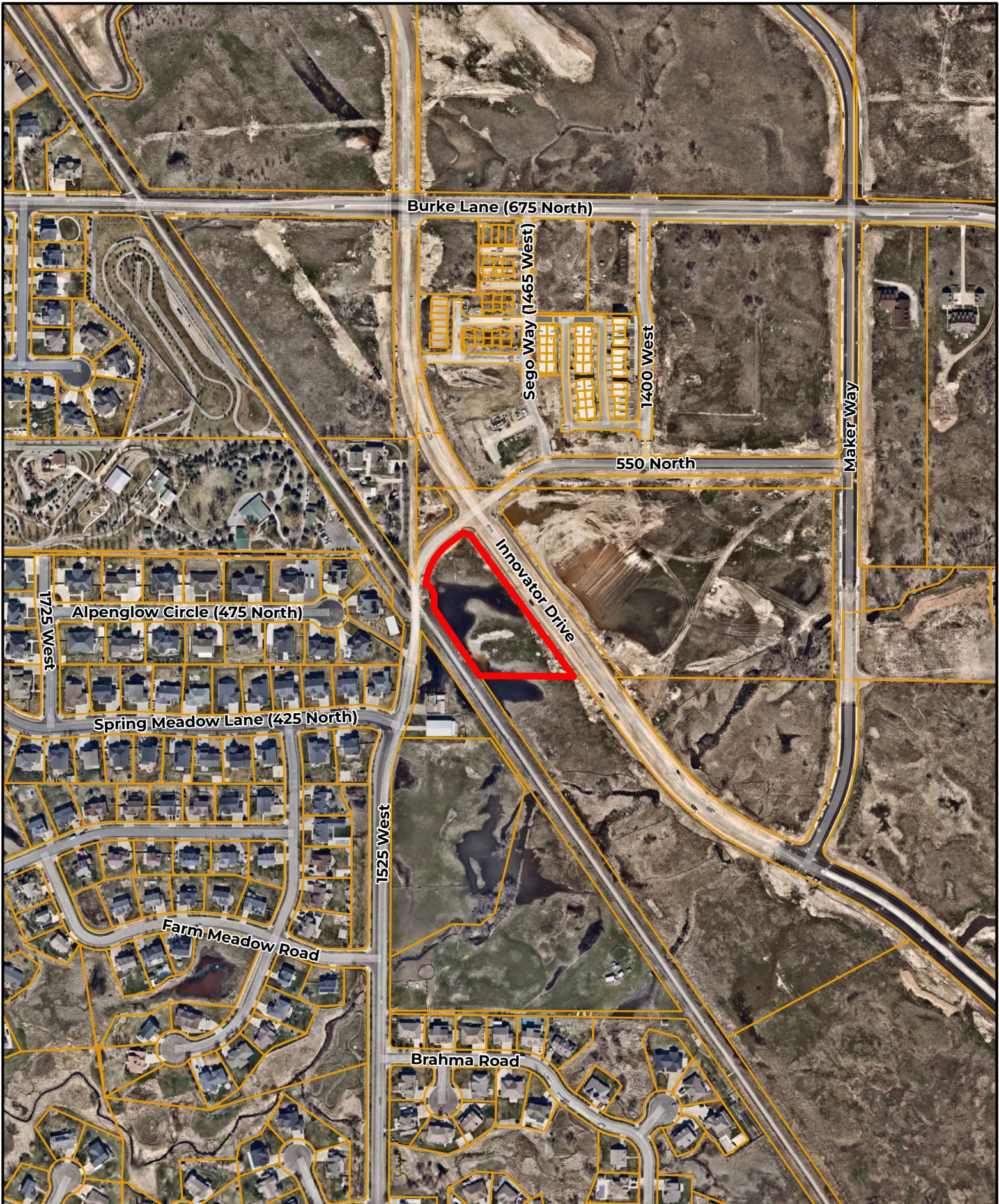
*Shannon Hansell*

Shannon Hansell  
Planner and GIS Specialist

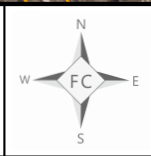
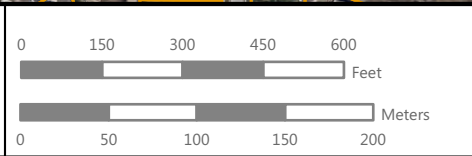


Brigham Mellor  
City Manager



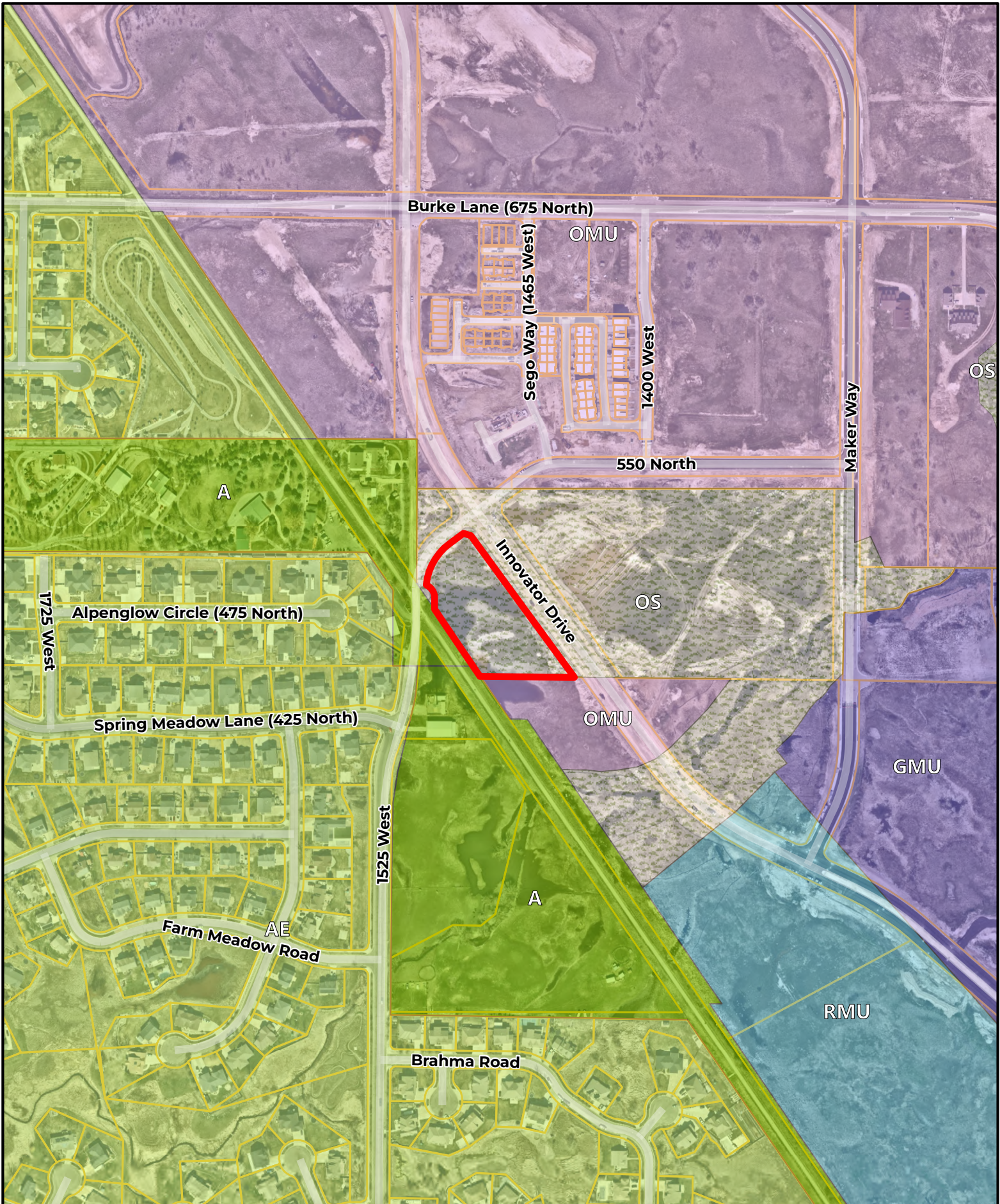


**VICINITY MAP**  
**471 N Innovator Dr - Fire Station**

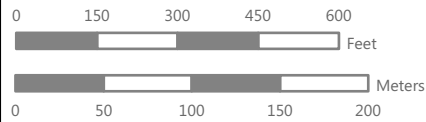


Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.





**VICINITY MAP**  
**471 N Innovator Dr - Fire Station**



Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained in this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.



The designs shown and described herein including all technical drawings, graphic representations & models thereof, are proprietary & can not be copied, duplicated, or commercially exploited in whole or in part without the sole and express written permission from Blalock and Partners, LLC.

stamp

revisions

date: 04.18.2024  
project no.: 230208  
95% Construction Documents

Farmington Fire Station 72  
XXXX North Innovator Drive  
Farmington, UT 84025

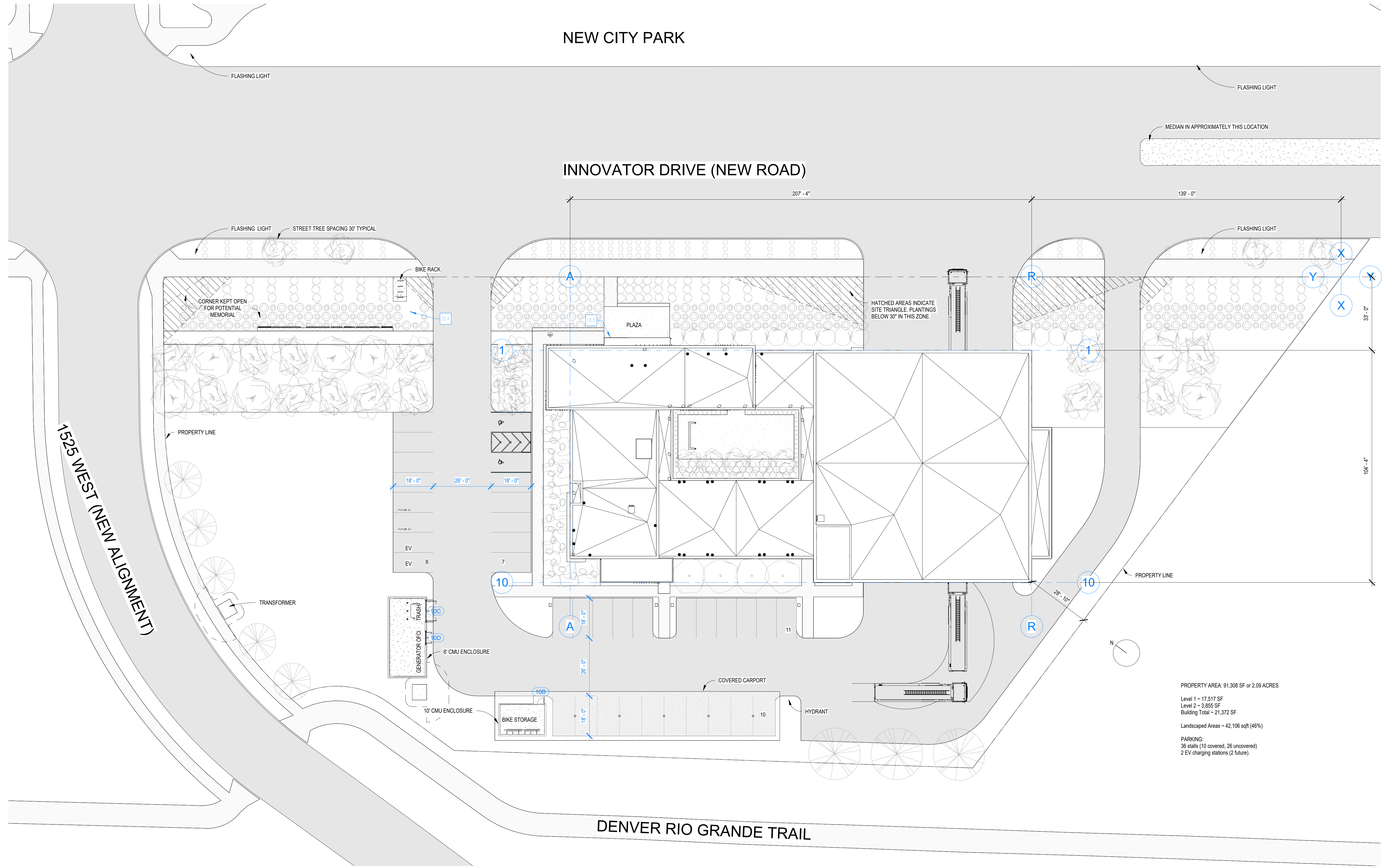
Architectural  
Site Plan  
**AS101**

PARKING STALL CALCULATIONS*		
FUNCTION	STALLS PROVIDED	RATIONALE
PUBLIC	15 STALLS (TWO ADA COMPLIANT)	FIRE STATION IS NOT INTENDED FOR HEAVY PUBLIC/COMMUNITY USAGE
FIREFIGHTER STALLS	15 STALLS	STATION IS DESIGN FOR 8 FULL TIME FIREFIGHTERS, WITH OVERFLOW AT SHIFT CHANGE
POLICE STALLS	6 STALLS	STATION WILL HAVE A PATROL PRESENCE WITH 6 STALLS NEEDED

\*FARMINGTON CITY ZONING DOES NOT PROVIDE A CALCULATION FOR THIS BUILDING TYPE

**KEYNOTES**

- 10.3 EXTERIOR BUILDING SIGNAGE - SEE SHEET AG501
- 32.4 NEW FLAG POLE W/CONCRETE FOOTING AND UPLIGHTING - SEE CIVIL AND ELECTRICAL



PROPERTY AREA 91,308 SF or 2.09 ACRES  
Level 1 - 17,517 SF  
Level 2 - 3,855 SF  
Building Total - 21,372 SF  
Landscaped Area - 42,106 sqft (46%)  
PARKING:  
36 stalls (10 covered, 26 uncovered)  
2 EV charging stations (2 future)

Site Plan **A5**  
1" = 20'-0"



1

2

3

4

5

6

KEYNOTES

- 4.1 BRICK VENEER
- 4.2 BRICK SCREEN WALL
- 5.15 18 GA. PREFINISHED METAL FLASHING AND INSULATION PROTECTION
- 6.13 QUARTZ COUNTERTOP (Q1)
- 7.8 WOOD FINISHED EXTRUDED ALUMINUM PANEL (WD2) - SEE WALL TYPES
- 7.23 WOOD FINISHED EXTRUDED ALUMINUM LOUVER (WD2)
- 8.2 ALUM. STOREFRONT WINDOW SYSTEM W/ PVDF FINISH - SEE WINDOW TYPES
- 8.3 ALUM. CURTAIN WALL SYSTEM W/ PVDF FINISH - SEE WINDOW TYPES
- 8.7 BIFOLD GLAZED GARAGE DOOR
- 8.11 GLASS GUARDRAIL
- 8.12 ALUM. BUTT-GLAZED CURTAIN WALL SYSTEM W/ PVDF FINISH - SEE WINDOW TYPES
- 8.13 ALUM. ACCORDIAN FOLD DOOR SYSTEM.

KEYNOTES

- 22.14 ADA COMPLIANT DUAL DRINKING FOUNTAIN AND BOTTLE FILLER

KEYNOTES

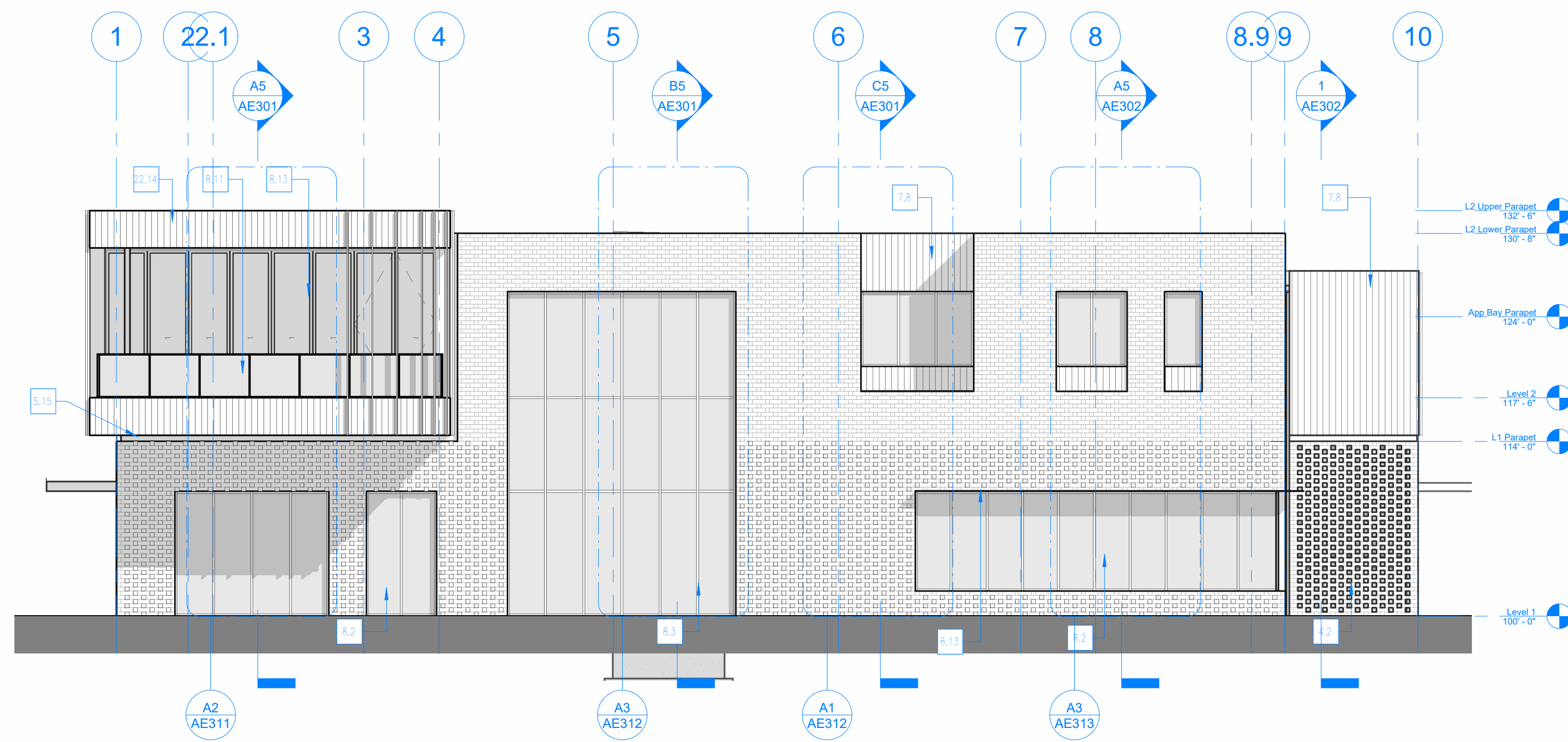
E

D

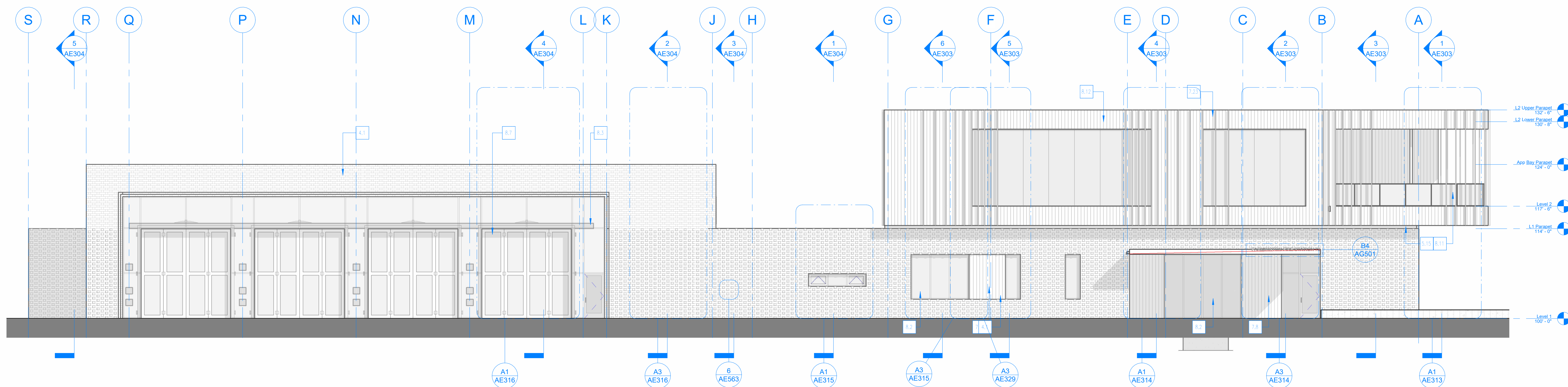
C

B

A



North Elevation **C3**  
1/8" = 1'-0"



East Elevation **A5**  
1/8" = 1'-0"

The designs shown and described herein including all technical drawings, graphic representations & models thereof, are proprietary & can not be copied, duplicated, or commercially exploited in whole or in part without the sole and express written permission from Blalock and Partners, LLC.

stamp

revisions

date: 04.18.2024  
 project no.: 230208  
 95% Construction Documents

Farmington Fire Station 72

XXXX North Innovator Drive  
 Farmington, UT 84025

Building Elevations  
**AE201**



1 2 3 4 5 6

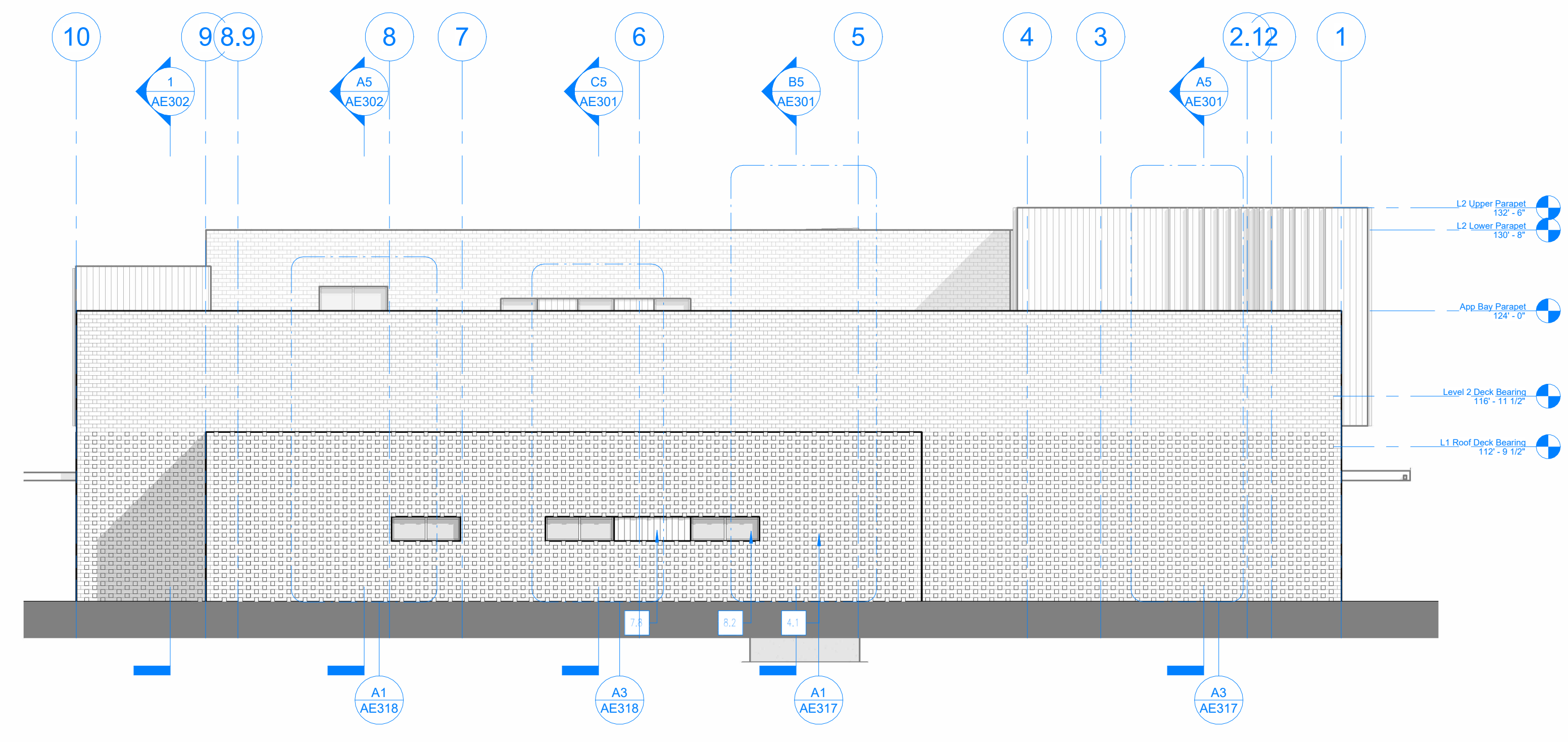
- |  |                 |                 |
|--|-----------------|-----------------|
| <b>KEYNOTES</b>  | <b>KEYNOTES</b> | <b>KEYNOTES</b> |
| 4.1 BRICK VENEER   |                 |                 |
| 4.2 BRICK SCREEN WALL  |                 |                 |
| 5.15 18 GA. PREFINISHED METAL FLASHING AND INSULATION PROTECTION     |                 |                 |
| 6.13 QUARTZ COUNTERTOP (Q1)  |                 |                 |
| 7.8 WOOD FINISHED EXTRUDED ALUMINUM PANEL (WD2) - SEE WALL TYPES     |                 |                 |
| 7.23 WOOD FINISHED EXTRUDED ALUMINUM LOUVER (WD2)                    |                 |                 |
| 08 36 13   |                 |                 |
| 8.2 ALUM. STOREFRONT WINDOW SYSTEM W/ PVDF FINISH - SEE WINDOW TYPES |                 |                 |
| 8.3 ALUM. CURTAIN WALL SYSTEM W/ PVDF FINISH - SEE WINDOW TYPES      |                 |                 |

The designs shown and described herein including all technical drawings, graphic representations & models thereof, are proprietary & can not be copied, duplicated, or commercially exploited in whole or in part without the sole and express written permission from Blalock and Partners, LLC.

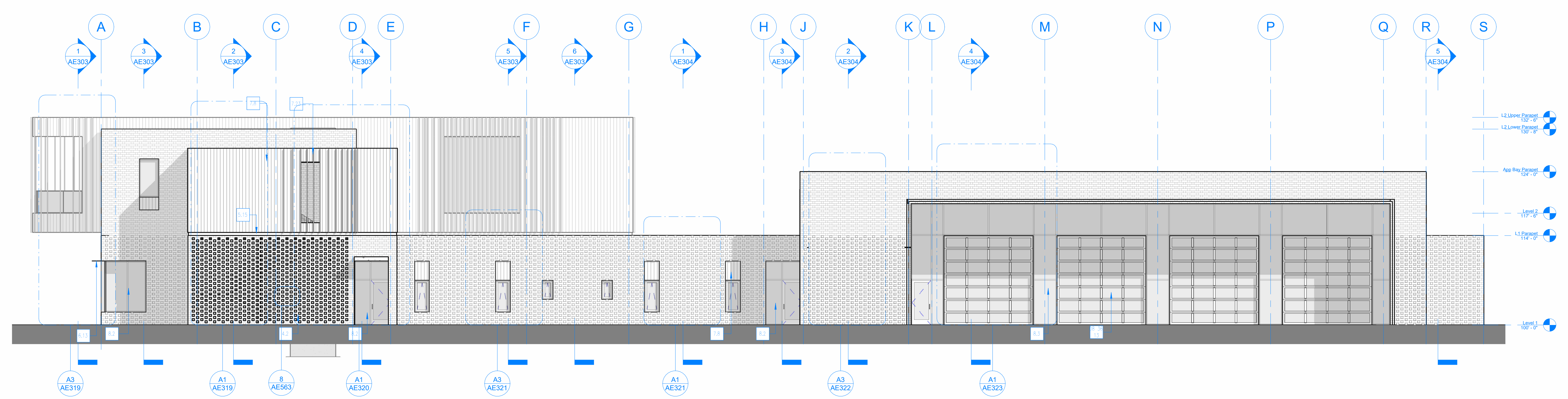
stamp

revisions

date: 04.18.2024  
project no.: 230208  
95% Construction Documents



South Elevation **C3**  
1/8" = 1'-0"



West Elevation **A5**  
1/8" = 1'-0"

Farmington Fire Station 72  
XXXX North Innovator Drive  
Farmington, UT 84025

Building Elevations  
**AE202**

1 2 3 4 5 6



The designs shown and described herein including all technical drawings, graphic representations & models thereof, are proprietary & can not be copied, duplicated, or commercially exploited in whole or in part without the sole and express written permission from Blalock and Partners, LLC.

stamp

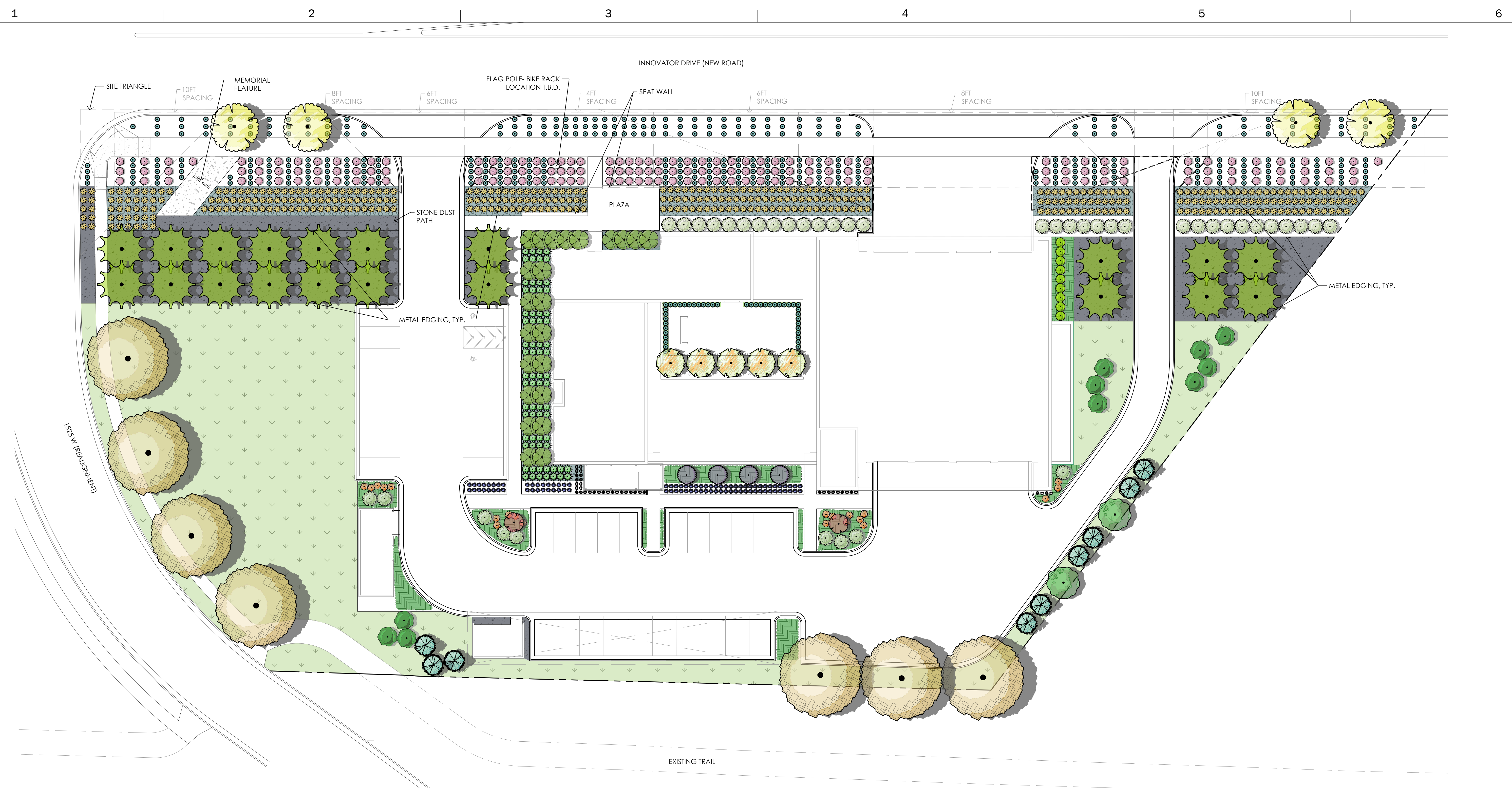
revisions

date: 04.19.2024  
project no.: 230208  
CD Review Set

Farmington Fire Station 72

XXXX North Innovator Drive  
Farmington, Utah 84025

PLANTING PLAN  
LP-101



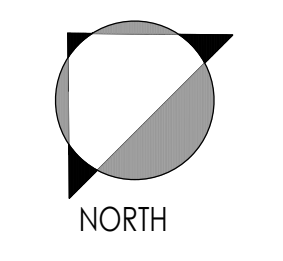
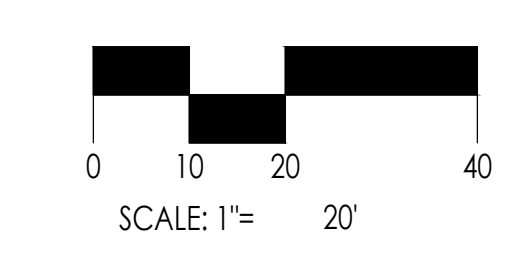
PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
<b>TREES</b>					
	ACE KRK	ACER GRISEUM 'JFS KW22AGR1'	COPPER ROCKET™ PAPERBARK MAPLE	2" CAL	5
	FAG DA2	FAGUS SYLVATICA 'DAWYCK PURPLE'	DAWYCK PURPLE EUROPEAN BEECH	2" CAL	4
	GIN LBI	GINKGO BILOBA 'LIBERTY SPLENDOR'	LIBERTY SPLENDOR MAIDENHAIR TREE	2" CAL	4
	GYM ESP	GYMNOCLADUS DIOICA 'ESPRESSO'	ESPRESSO KENTUCKY COFFEE TREE	2" CAL	7
	MAL SWW	MALUS X 'JFS KW213MX'	RASPBERRY SPEAR® CRABAPPLE	2" CAL	2
	QUE CRI	QUERCUS ROBUR X ALBA 'CRIMSCHMIDT'	CRIMSON SPIRE™ OAK	2" CAL	2
	TAX MHS	TAXODIUM DISTICHUM	BALD CYPRESS	8-10" TALL	20
<b>EVERGREEN TREES</b>					
	CED FAS	CEDRUS ATLANTICA 'FASTIGIATA'	COLUMNAR ATLAS CEDAR	8-12" TALL	9
<b>SHRUBS</b>					
	CER LED	CERCOCARPUS LEDIFOLIUS	CURL-LEAF MOUNTAIN MAHOGANY	5 GAL	10
	COR HAL	CORNUS ALBA 'BAIHALO'	IVORY HALO® TATARIAN DOGWOOD	5 GAL	41
	COT ACK	COTINUS COGGYGRIA 'COTSIDHS'	VELVETEEN™ SMOKE TREE	5 GAL	161
	EUP BON	EUPHORBIA POLYCHROMA 'BONFIRE'	BONFIRE CUSHION SPURGE	5 GAL	21
	JUN TTG	JUNIPERUS COMMUNIS 'SMNJCB'	TORTUGA® COMMON JUNIPER	5 GAL	70
	RHA COL	RHAMNUS FRANGULA COLUMNARIS	TALLHEDGE BUCKTHORN	5 GAL	9
	RHU GRO	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	5 GAL	24
<b>GRASSES</b>					
	AND KCS	ANDROPOGON GERARDII 'NONDHWIR'	KARL'S COUSIN® BIG BLUESTEM	1 GAL	41
	CAL KAR	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	1 GAL	373
	HEL SAP	HELICTOTRICHON SEMPERVIRENS 'SAPPHIRE'	BLUE OAT GRASS	1 GAL	410

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QTY
<b>PERENNIAL</b>						
	LAV ESS	LAVANDULA ANGUSTIFOLIA 'ESSENCE PURPLE'	ESSENCE PURPLE ENGLISH LAVENDER	1 GAL		90
<b>GROUND COVERS</b>						
	NAT SED	NATIVE DRYLAND SEED MIX	NATIVE SEED	SEED MIX		18,600 SF
	SAG AUR	SAGINA SUBULATA 'AUREA'	SCOTCH MOSS	FLATS	24" o.c.	49
	VER LIW	VERONICA LIWANENSIS	TURKISH VERONICA	4" POT	12" o.c.	2,080
	VIN BOW	VINCA MINOR 'BOWLES BLUE'	BOWLES BLUE PERIWINKLE	4" POT	24" o.c.	106
<b>STONE MULCH</b>						
	STO MUL	1" DIA. SWEET SMOKE STONE MULCH	4" DEPTH STONE MULCH	STONE MULCH		7,837 SF
	ROCK MU	3"-4" DIA. STONE MULCH	4" DEPTH COURSE ROCK MULCH	3"-4"		6,017 SF

PLANTING NOTES

1. THE BASE INFORMATION FOR THIS DRAWING WAS OBTAINED FROM OTHERS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE DRAWING WITH ACTUAL FIELD CONDITIONS PRIOR TO BEGINNING ANY WORK AND IMMEDIATELY NOTIFYING THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. IN THE EVENT THAT THE CONTRACTOR BEGINS WORK PRIOR TO VERIFYING AND COMPARING THE BASE INFORMATION WITH ACTUAL FIELD CONDITIONS, THEN ANY CHANGES OR ALTERATIONS TO THE WORK INVOLVED WITH THESE DRAWINGS DUE TO SUCH DISCREPANCIES WILL BE PERFORMED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND MARKING THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF WORK PRIOR TO BEGINNING CONSTRUCTION. CONTACT THE OWNER, BLUE STAKES OF UTAH AT 811 OR 1-800-662-4111, AND ALL OTHER ENTITIES AS NECESSARY. IN THE EVENT THE CONTRACTOR BEGINS CONSTRUCTION WORK PRIOR TO VERIFYING AND STAKING ALL UTILITIES, AND DAMAGE TO UTILITIES OCCURS, THE DAMAGED UTILITIES WILL BE REPAIRED AND/OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
3. REFER TO LEGENDS, NOTES, DETAILS, AND SPECIFICATIONS FOR FURTHER INFORMATION.
4. ANY ALTERATIONS TO THESE ACTUAL PLANTING PLANS DURING CONSTRUCTION SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT AND RECORDED ON "AS BUILT" DRAWINGS PER THE SPECIFICATIONS.
5. ALL PLANT MATERIAL SHALL CONFORM TO THE MINIMUM GUIDELINES ESTABLISHED BY THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN NURSERY ASSOCIATION, INC..
6. ALL PLANTS TO BE BALLED AND BURLAPPED OR CONTAINER GROWN, UNLESS OTHERWISE NOTED ON THE PLANT LIST.
7. QUANTITIES INDICATED IN THE PLANT SCHEDULE ARE FOR CONVENIENCE ONLY. THE CONTRACTOR IS RESPONSIBLE TO VERIFY ALL QUANTITIES AND SHALL SUPPLY ALL PLANT MATERIAL IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING DESIGN SHOWN ON THE PLANS REGARDLESS OF QUANTITIES INDICATED IN THE PLANT SCHEDULE.
8. ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE ONLY AS APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
9. STAKE LOCATIONS OF ALL PROPOSED PLANTING FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO THE COMMENCEMENT OF PLANTING.
10. ALL PLANT BEDS SHALL RECEIVE 12" OF PLANTING SOIL MIX AS SPECIFIED. BACKFILL ALL PLANTING PITS WITH PLANTING SOIL MIX.
11. GROUND COVER AREAS SHALL RECEIVE 1-1/2" INCHES OF FINE TEXTURED SOIL AID/SOIL PEP. ALL OTHER PLANT BEDS AND TREE WELLS TO RECEIVE THREE INCHES (3") OF MULCH AS PER SPECIFICATION.
12. PRUNE TREES IN ACCORDANCE WITH SPECIFICATIONS.



G. BROWN: DESIGN INC  
SITE AND LANDSCAPE ARCHITECTS  
678 East Vine Street, Ste 10  
Murray, Utah 84107  
p. 801.575.6066  
www.gbrown.design.com



**FARMINGTON, UTAH**

**ORDINANCE NO. 2024 -**

**AN ORDINANCE AMENDING THE ZONING MAP TO  
SHOW A CHANGE OF ZONE FOR PROPERTY (TAX ID:  
080600071) LOCATED AT 471 NORTH INNOVATOR DRIVE  
FROM OS (OPEN SPACE) TO A (AGRICULTURAL).**

**WHEREAS**, the Farmington City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change pursuant to the Farmington City Zoning Ordinance and has found it to be consistent with the City's General Plan; and

**WHEREAS**, a public hearing before the City Council of Farmington City was held after being duly advertised as required by law; and

**WHEREAS**, the City Council of Farmington City finds that such zoning change should be made;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of Farmington City, Utah:

**Section 1. Zoning Change.** The property described in Application # Z-4-24, filed by Farmington City Community Development, located at 471 N Innovator Dr, identified by parcel number: 08-060-0071 is hereby reclassified from zone OS (Open Space) to A (Agricultural) said property being more particularly illustrated on Exhibit "A" attached hereto.

**Section 2. Zoning Map Amendment.** The Farmington City Zoning Map shall be amended to show the change.

**Section 3. Effective Date.** This ordinance shall take effect prior to, or concurrent with, the recording of a final plat for the Hidden Farm Estates Subdivision and an agreement between the property owner and Farmington City, transferring all residential development rights from the area zone CMU to the area zoned LR.

**DATED** this 21st day of May, 2024

**FARMINGTON CITY**

---

Brett Anderson  
Mayor

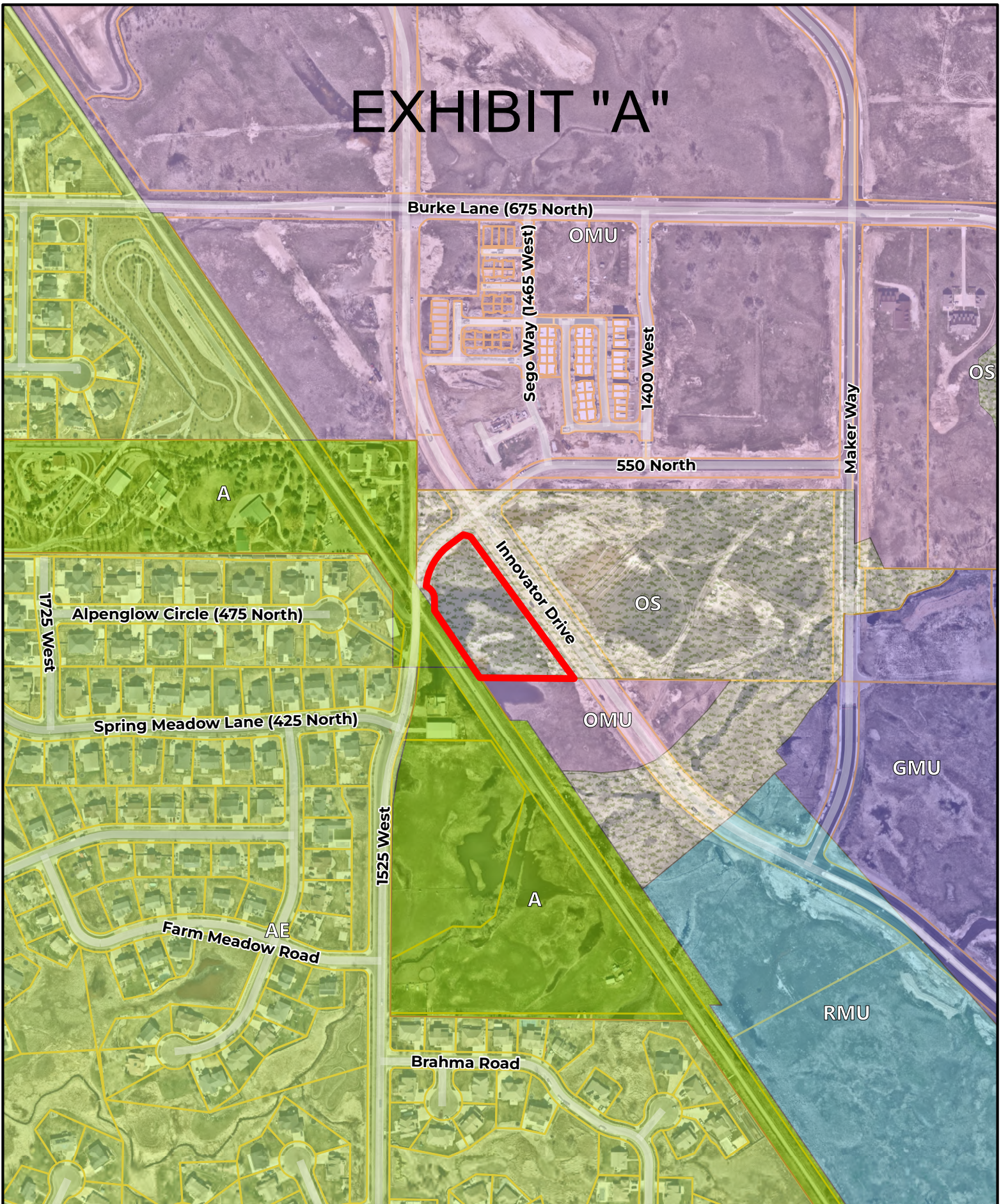
**ATTEST:**

---

DeAnn Carlile  
City Recorder

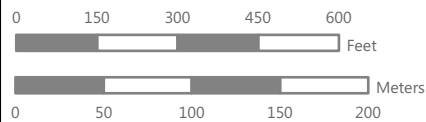


# EXHIBIT "A"



## VICINITY MAP

471 N Innovator Dr - Fire Station



Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.





# CITY COUNCIL AGENDA



## PUBLIC HEARING

AGENDA TITLE: Additional Text and Amendments regarding  
Recreational Pools and Tennis Courts

PRESENTED BY: Lyle Gibson

DEPARTMENT: Community Development

MEETING DATE: May 21, 2024

## **CITY COUNCIL STAFF REPORT**

**To:** Mayor and City Council

**From:** Lyle Gibson – Assistant Community Development Director

**Date:** May 21, 2024

**Subject:** Additional text and amendments to Section 11-28-060, Location of Recreational Pools and Tennis Courts, of Title 11, ZONING REGULATIONS. The amendments are proposed to remove the requirement for a private recreational pool to be surrounded by a fence or wall and instead refer to building code requirements.

### **RECOMMENDATION(S)**

Move that the City Council enact the enclosed ordinance to remove the requirement for a 6 foot fence or wall around a private recreational pool.

### **BACKGROUND**

It is currently required within the Farmington City Zoning Ordinance that individuals with a swimming pool on their property have a 6 ft. fence or wall installed which completely surrounds the pool.

The International Code Council has very detailed code requirements related to swimming pools in the International Swimming Pool and Spa Code (ISPSC). In effect, the code does have barrier requirements similar to the fence/wall requirement found in city code, however it also creates an exception where a wall type barrier is not required if the pool is equipped with a powered safety cover that complies with ASTM F1346 standards. Spas or hot tubs are dealt with similarly in this code. Furthermore the ISPSC also deals with the type of fencing or barrier which should be used when applicable including details pertaining to height, openings, doors, etc. (ISPSC Section 305)

Multiple property owners and contractors have requested to be able to simply follow building code and not be required to fully fence in a swimming pool. Examples vary, but recent scenarios include properties where fencing is proposed around portions of the pool but retaining walls or other natural barriers are desired on other sides.

The proposed ordinance simply removes the requirement for a wall or fence on a private pool and defers to building code as to what sort of barrier is sufficient.

The Planning Commission voted 4-2 in favor of the recommendation included with this report. The descending votes expressed their concern with removing the requirement indicating their preference to go above and beyond the minimum requirements mandated by the building code and erring in the side of caution and additional safety. It was also expressed that there may be

interest in more of a special exception or variance process to consider unique situations where fencing didn't make sense.

**Supplemental Information**

**1. Enabling Ordinance**

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Lyle Gibson", with a long horizontal flourish extending to the right.

**Lyle Gibson**  
Assistant Community Development Director

A handwritten signature in black ink, appearing to read "Brigham Mellor", with a large, stylized initial "B" and a long horizontal flourish extending to the right.

**Brigham Mellor**  
City Manager

**FARMINGTON CITY, UTAH  
ORDINANCE NO. 2024 -**

**AN ORDINANCE AMENDING SECTION 11-28-060 OF THE ZONING ORDINANCE  
RELATED TO FENCING AROUND PRIVATE SWIMMING POOLS. (ZT-7-24)**

**WHEREAS**, the Planning Commission has held a public hearing in which the text changes proposed for Chapter 11-28-060 were reviewed and has recommended that this ordinance be approved by the City Council; and

**WHEREAS**, the Farmington City Council has also held a public meeting pursuant to notice and as required by law and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF  
FARMINGTON CITY, STATE OF UTAH:**

**Section 1. Amendment.** Section 11-28-060 of the Farmington City Zoning Ordinance is amended in as follows:

**11-28-060: LOCATION OF RECREATIONAL POOLS AND TENNIS COURTS:**

A. Private Recreational Pool: Any private recreational pool not completely enclosed within a building having solid walls shall be set back at least five feet (5') from the rear and side property lines and at least thirty feet (30') from the front property line. The private recreational pool shall be not less than twenty feet (20') from any neighbor's dwelling. Any detached accessory buildings related to an unenclosed pool shall meet setback requirements and standards for such buildings, except the side corner setback may be reduced to fifteen feet (15'). No loudspeaker device which can be heard beyond the property lines of the premises on which any recreational pool has been installed may be operated in connection with such pool, nor may any lighting be installed in connection with such pool which shall throw any direct rays beyond such property lines.

**Section 2. Severability.** If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**Section 3. Effective Date.** This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

**PASSED AND ADOPTED** by the City Council of Farmington City, State of Utah, on this 21<sup>st</sup> day of May, 2024.

**FARMINGTON CITY**

**ATTEST:**

\_\_\_\_\_  
Brett Anderson, Mayor

\_\_\_\_\_  
DeAnn Carlile, City Recorder

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Resolution providing notice to Davis County of intent to place the RAP Tax on November 2024 Ballot

PRESENTED BY: Paul Roberts

DEPARTMENT: City Attorney

MEETING DATE: May 21, 2024

**CITY COUNCIL STAFF REPORT**

**To:** Mayor and City Council  
**From:** Paul Roberts, City Attorney  
**Date:** May 21, 2024  
**Subject:** **Resolution providing to Davis County the City's notice of intent to place the RAP Tax on the November 2024 Ballot**

The accompanying resolution satisfies the requirements of Utah law as it relates to providing notice to the County that Farmington desires to place the RAP tax on the ballot for our voting residents to consider.

**RECOMMENDATION(S)**

Staff recommends that the Council adopt the resolution.

Suggested Motion Language: "I move that the council adopt the resolution providing to Davis County the City's notice of intent to submit to voters the opinion question of whether to renew the recreation, arts and parks tax."

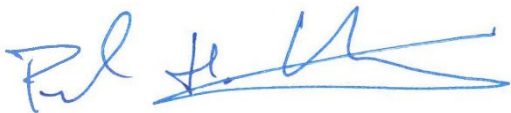
**BACKGROUND**

The recreation, arts and parks tax has been in place in the City since 2018, after the voters in 2017 approved it.

State code requires that before a city can put the opinion question of imposing the RAP tax on the ballot, they must provide notice of intent to their county. The county has sixty days to provide a response to the city, indicating whether they will be imposing a county-wide RAP tax (which impacts the city's ability to assess a RAP tax of its own). If the city has received that notification, then they are in the clear to place the opinion question on the ballot.

Passage of this resolution at this date provides ample time for the sixty days to pass before the contents of the November 2024 ballot is finalized.

Respectfully submitted,



Paul Roberts  
City Attorney

Review and concur,



Brigham Mellor  
City Manager

**RESOLUTION NO: \_\_\_\_\_**

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL PROVIDING NOTICE OF INTENT TO SUBMIT TO VOTERS THE OPINION QUESTION OF WHETHER TO RENEW THE RECREATION ARTS AND PARKS (RAP) TAX**

**WHEREAS**, the City of Farmington currently collects a one-tenth of one percent (.10%) recreation, arts and parks (RAP) tax on sales occurring within Farmington City, based upon a prior approval of that tax by the City's residents; and

**WHEREAS**, the City Council of Farmington City finds that the RAP tax has been successfully utilized to cultivate recreational and cultural opportunities in the City; and

**WHEREAS**, the City Council finds that there are multiple further applications of RAP tax proceeds during the next seven (7) years, should it be approved by the voters; and

**WHEREAS**, the City intends to submit the opinion question of whether to renew the RAP tax for an additional seven (7) years on the ballot during the November 2024 general election; and

**WHEREAS**, Utah state law requires the City Council to provide notice of this intent to the County Commission prior to submitting the opinion question to the residents of our City, pursuant to section 59-12-1402(6)(a);

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, AS FOLLOWS:**

**Section 1: Notice of Intent to Submit Opinion Question.** Farmington City hereby submits its notice of intent to submit an opinion question to the residents of Farmington City during the 2024 General Election, in accordance with subsection 59-12-1402(6)(a)(i).

**Section 2: Request for Response.** The City hereby requests that the Davis County Commission respond to this official notice of intent, in any manner provided in section 59-12-1402, so that Farmington City may proceed through the process.

**Section 3: Severability.** If any section, clause, or provision of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

**Section 4: Effective Date** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 21ST DAY OF MAY 2024.**



**ATTEST:**

**FARMINGTON CITY**

---

**DeAnn Carlile, City Recorder**

---

**Brett Anderson, Mayor**

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Review a *De Minimus* Impact Concurrence Request from UDOT for the I-15 widening project

PRESENTED BY: Chad Bochell

DEPARTMENT: Engineering

MEETING DATE: May 21, 2024

City Council Staff Report

To: Honorable Mayor and City Council  
From: Chad Boshell, City Engineer  
Date: May 21, 2023  
SUBJECT: **REVIEW A DE MINIMIS IMPACT CONCURRENCE REQUEST FROM UDOT REGARDING THE I-15 WIDENING PROJECT**

**RECOMMENDATION**

Review the De Minimis Impact Concurrence Request from UDOT for the I-15 widening project environmental impact statement.

**BACKGROUND**

UDOT is preparing an environmental impact statement (EIS) for the I-15 widening project. City staff has been working with UDOT consultants to review impacts to various areas being impacted by the improvements along the freeway. UDOT intends to make de minimis impact findings regarding 4(f) recreation resources. The attached letter describes the areas impacted under 4(f) and how they may be mitigated. Staff would like the City Council to review the letter and have the opportunity for discussion prior to signing the impact concurrence request.

**SUPPLEMENTAL INFORMATION**

1. De Minimis Concurrence Request

Respectively Submitted



Chad Boshell, P.E.  
Assistant City Manager

Reviewed and Concur



Brigham Mellor  
City Manager



State of Utah

SPENCER J. COX  
Governor

DEIDRE M. HENDERSON  
Lieutenant Governor

## DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.  
*Executive Director*

LISA J. WILSON, P.E.  
*Deputy Director of Engineering and Operations*

BENJAMIN G. HUOT, P.E.  
*Deputy Director of Planning and Investment*

May 14, 2024

Brett Anderson  
Mayor  
Farmington City  
160 S. Main Street  
Farmington, Utah 84025

Subject: UDOT Project No. S-I15(369)309, I-15 Farmington to Salt Lake City Environmental Impact Statement, Davis and Salt Lake Counties, Utah (PIN 18857)  
**Section 4(f) *De Minimis* Impact Concurrence Request**

Dear Mr. Anderson:

The purpose of this letter is to notify you that the Utah Department of Transportation (UDOT) intends to make *de minimis* impact findings regarding three Section 4(f) recreation resources under your jurisdiction and to request your concurrence that the I-15: Farmington to Salt Lake City Project would not adversely affect the activities, features, or attributes that make these resources eligible for Section 4(f) protection.

These *de minimis* impact findings are pursuant to Section 4(f) of the Department of Transportation Act of 1966; Section 6009 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU); and 23 Code of Federal Regulations Part 774. The review, consultation, and other actions required by these laws and rules are being carried out by UDOT pursuant to 23 United States Code Section 327 and a Memorandum of Understanding dated May 26, 2022, and executed by the Federal Highway Administration and UDOT.

UDOT is preparing an Environmental Impact Statement (EIS) for I-15 between Farmington and Salt Lake City which has aging infrastructure and worsening operational characteristics for current and projected (2050) travel demand, both of which contribute to decreased safety, increased congestion, lost productivity, and longer travel times. The purpose of the I-15 project is to improve safety, replace aging infrastructure, provide better mobility for all travel modes, strengthen the state and local economy, and better connect communities along I-15 from Farmington to Salt Lake City.

Responses to the comments provided in your March 6, 2024, letter are included separately. This letter has been updated pursuant to the comments and additional conversation with city staff on March 18, 2024 and correspondence provided on April 22, 2024.

## **Action Alternative**

One Action Alternative is being evaluated in the EIS. The Action Alternative includes five general-purpose lanes and one high-occupancy/toll lane on I-15, interchange improvements, and improvements to pedestrian and bicyclist facilities throughout the project study area. The Action Alternative also includes the following subarea options:

- Farmington 400 West Option
- Farmington State Street Option
- Salt Lake City 1000 North – Northern Option
- Salt Lake City 1000 North – Southern Option

Detailed information regarding the Action Alternative and subarea options is available in Chapter 2, *Alternatives*, of the Draft EIS. Avoidance, minimization, and mitigation measures have been considered while developing the Action Alternative. Both of the Farmington subarea options would result in a *de minimis* impact to a Section 4(f) resource under your jurisdiction as described below.

## **Section 4(f) Recreation Resources**

Section 4(f) applies to significant publicly owned parks and recreation areas that are open to the public. The land must be officially designated as a park or recreation area, and the officials with jurisdiction of the land must determine that its primary purpose is as a park or recreation area.

UDOT has identified three Section 4(f) recreation resources under Farmington City’s jurisdiction that would be potentially affected by this project: Ezra T. Clark Park, Farmington Creek Trail, and South Park.

## ***De Minimis* Impact Definition**

For a park or recreation resource, a *de minimis* impact is one that would not adversely affect the features, attributes, or activities of a property that qualify the resource for protection under Section 4(f). *De minimis* impact determinations are based on the degree of impact after including any measure(s) to minimize harm (such as any avoidance, minimization, mitigation, or enhancement measures) to address the Section 4(f) use (that is, the net impact).

## **Greater-than-*De Minimis* Impact Definition**

For a park or recreation resource, a greater-than-*de minimis* impact is one that would adversely affect the features, attributes, or activities of a property that qualify the resource for protection under Section 4(f) after including any measure(s) to minimize harm (such as any avoidance, minimization, mitigation, or enhancement measures) to address the Section 4(f) use (that is, the net impact).

## **Ezra T. Clark Park**

Ezra T. Clark Park is a 2-acre park located at 400 W. State Street. The middle 0.47 acre of the park that includes Farmington Creek Trail is owned by Farmington City. The remaining park (which includes the areas with the parking lot, pavilion, and historic monument) is located on parcels owned by UDOT.

## **400 West Option *De Minimis* Impact**

The Action Alternative with the Farmington 400 West Option (UDOT’s preferred alternative) would result in *de minimis* impacts to the west edge of Ezra T. Clark Park. About 0.04 acre of the 0.47-acre parcel owned by Farmington City and about 0.62 acre of the 2-acre total park acreage (including parcels owned by UDOT) would be partially acquired (Figure 1). The parking lot,

pavilion, and historic monument would not be impacted. There would be temporary impacts to the central part of the park in the areas where the Farmington Creek Trail is realigned (Figure 1).

UDOT is proposing the following mitigation measures. Any disturbed areas in Ezra T. Clark Park or around the Farmington Creek Trail would be revegetated, and UDOT would reconnect Farmington Creek Trail in Ezra T. Clark Park. UDOT would compensate Farmington City for the city-owned right-of-way acquired for the Action Alternative.

### **State Street Option Greater-than-*De Minimis* Impact**

The Action Alternative with the Farmington State Street Option would result in greater-than-*de minimis* impacts to Ezra T. Clark Park. Realigning Frontage Road would impact the parking lot, pavilion, and historic monument and would require full acquisition of the 0.47-acre central parcel that is owned by Farmington City. New roadway would be placed on all 2 acres of the 2-acre park, including the parcels owned by UDOT (Figure 2). UDOT is proposing the following mitigation measures. UDOT would compensate Farmington City for the city-owned right-of-way acquired for the Action Alternative and would work with Farmington City to identify off-site mitigation (either a new park or enhancements to an existing park) for the impacts to Ezra T. Clark Park.

### **Farmington Creek Trail**

Farmington Creek Trail is a 2.5-mile-long paved trail between the Davis County Fairgrounds and Farmington Canyon. The Farmington Creek Trail is a regionally significant east-west trail that connects regional north-south trails such as the Bonneville Shoreline Trail, the Legacy Parkway Trail, and the Denver and Rio Grande Western Trail. The trail is owned and managed by Farmington City. About 0.1 mile of the trail is located in Ezra T. Clark Park, and the trail crosses 400 West on the east side of the Frontage Road/400 West intersection. The trail uses a pedestrian crossing on the south side of State Street to cross I-15, the railroad tracks, and Legacy Parkway.

### **400 West Option *De Minimis* Impact**

The Action Alternative with the Farmington 400 West Option would result in *de minimis* impacts to about 1,126 linear feet of Farmington Creek Trail that is located in Ezra T. Clark Park. Farmington Creek Trail would be realigned due to the Action Alternative with the 400 West Option (Figure 1).

The Action Alternative with the Farmington 400 West Option would not require a new crossing of 400 West and would provide a similar crossing of the Farmington Creek Trail crossing at the 400 West/Frontage Road intersection.

However, UDOT understands Farmington City's interest in improving the existing crossing by providing a new grade-separated crossing of 400 West for the Farmington Creek Trail and agrees that including a new grade-separated crossing with the Action Alternative with the Farmington 400 West Option would help improve the safety for pedestrians and bicyclists on the Farmington Creek Trail and would be consistent with UDOT's purpose of and need for the I-15: Farmington to Salt Lake City Project.

Based on Farmington City's interest in a grade-separated crossing, the Action Alternative with the 400 West Option includes a new box culvert under 400 West that would be sized to include both the Farmington Creek Trail and Farmington Creek. The Action Alternative with the 400 West Option will also include a new trail connection for the Farmington Creek Trail in Ezra T. Clark Park to connect to the existing Farmington Creek Trail. If a grade-separated crossing is determined to not be feasible during final design, UDOT would work with Farmington City to identify ways to improve the at-grade crossing of 400 West. Farmington City would be

responsible for the new trail connection on the east side of 400 West between the new box culvert and the existing Farmington Creek Trail.

UDOT does not consider a potential new grade-separated crossing a Section 4(f) mitigation measure since the Action Alternative with the 400 West Option would not require a new crossing of the Farmington Creek Trail. UDOT considers adding a new 400 West grade-separated crossing a betterment to the existing trail system that can be accommodated with the Action Alternative with the 400 West Option. Per discussions with Farmington City staff, UDOT anticipates that, in lieu of UDOT providing funding to Farmington City for impacted properties at Ezra T. Clark Park or other city-owned properties impacted by the Action Alternative with the 400 West Option, Farmington City would allow UDOT to direct these funds toward a new grade-separated trail crossing for the Farmington Creek Trail at 400 West up to the cost of the new grade-separated crossing.

UDOT would also revegetate any disturbed areas adjacent to the Farmington Creek Trail.

### **State Street Option *De Minimis* Impact**

The Action Alternative with the Farmington State Street Option would result in *de minimis* impacts to about 1,126 linear feet of Farmington Creek Trail that are located in Ezra T. Clark Park. Farmington Creek Trail would be realigned to the east side of 400 West between 100 North and State Street with the State Street Option (Figure 2). With the State Street Option, there would not be a crossing of 400 West at Frontage Road because this intersection would be eliminated with the State Street Option.

With the State Street Option, UDOT would relocate the Farmington Creek Trail on the east side of 400 West/Lagoon Drive and continue it south to State Street, where it would reconnect with the existing Farmington Creek Trail. At State Street, there would be a signal-controlled crossing at both 400 West and State Street for pedestrians and bicyclists on the Farmington Creek Trail. UDOT would revegetate any disturbed areas adjacent to Farmington Creek Trail.

### **South Park**

South Park is a 6.6-acre park located at 1384 S. Frontage Road. The park is owned and managed by Farmington City. Park features include basketball courts, a volleyball court, a playground, a softball field, a skate park, a pavilion, and parking.

The Action Alternative with both the Farmington 400 West Option and Farmington State Street Option would result in *de minimis* impacts to the west edge of South Park (Figure 3). About 0.40 acre of land would be acquired, which would remove some of the park strip and landscaping between the parking lot and Frontage Road and between the softball field and Frontage Road. For the South Park parking lot on the west side of the park, there would be at least 10 feet of space between the parking lot and the sidewalk with either the Farmington 400 West Option or Farmington State Street Option. UDOT does not anticipate there being concerns with the use of the parking lot due to the new sidewalk and does not anticipate the need to relocate the off-street parking area. The area of South Park used for the skate park would be impacted by relocating the Central Davis Sewer District pump station onto the skate park area.

The Final EIS design for the Action Alternative currently assumes that there would be about 15 feet between the new sidewalk and the existing softball backstop and fence on the west side of the softball diamond. UDOT currently anticipates that there would be enough space to continue to use the softball diamond, fences, backstop, and benches in their existing location.

UDOT is proposing the following mitigation measures. Any disturbed areas, including the existing skate park, would be revegetated and irrigation systems will be modified, repaired, or

replaced as necessary to ensure the irrigation system functions comparable to existing conditions. UDOT would compensate Farmington City for the right-of-way acquired for the Action Alternative. UDOT would provide funding to Farmington City to replace the skate park at a different recreational location in Farmington. If final design of the Action Alternative results in additional encroachment that would make the softball field unusable in its current location, UDOT would work with Farmington City to determine the distance needed to move the backstop, fencing, diamond, irrigation, play surface, etc., so that the softball field would continue to be usable.



Figure 1. Section 4(f) Use of Ezra T. Clark Park and Farmington Creek Trail with the 400 West Option



- Impact Boundary
- Section 4(f) Impact
- Section 4(f) Temporary Impact
- Section 4(f) Trail Impact
- Local Ezra T. Clark Park Boundary
- Relocated Farmington Creek Trail
- Future Farmington City Trail Connection

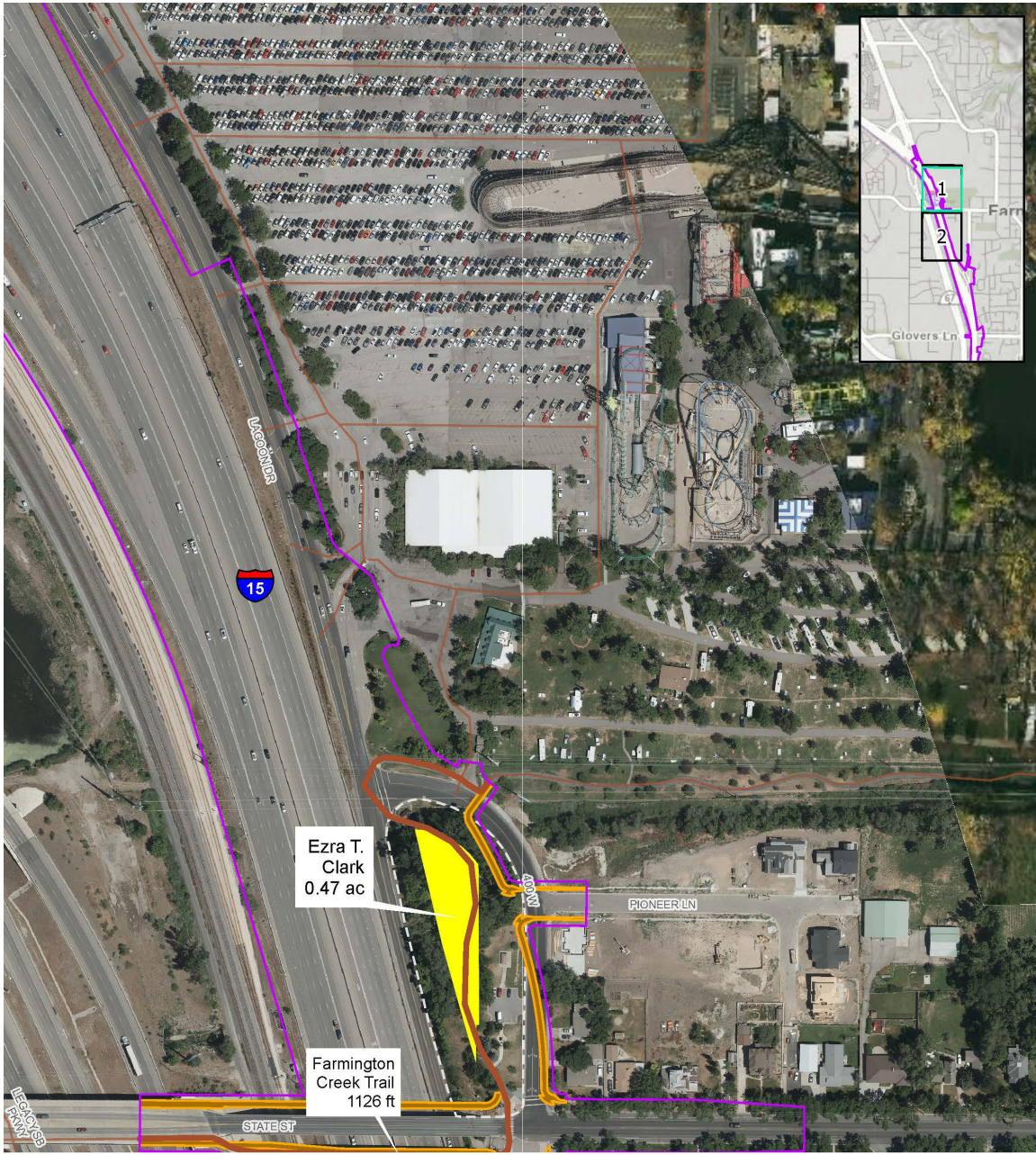
\*Only areas with public park and recreation area impacts present are shown in this series



**SECTION 4(F) IMPACTS - NORTH SEGMENT  
FARMINGTON 400 W. OPTION  
I-15 EIS: FARMINGTON TO SALT LAKE CITY**



Figure 2. Section 4(f) Use of Ezra T. Clark Park and Farmington Creek Trail with the State Street Option



- Impact Boundary
- Section 4(f) Impact
- Section 4(f) Trail Impact
- Local Ezra T. Clark Park Boundary
- Relocated Farmington Creek Trail

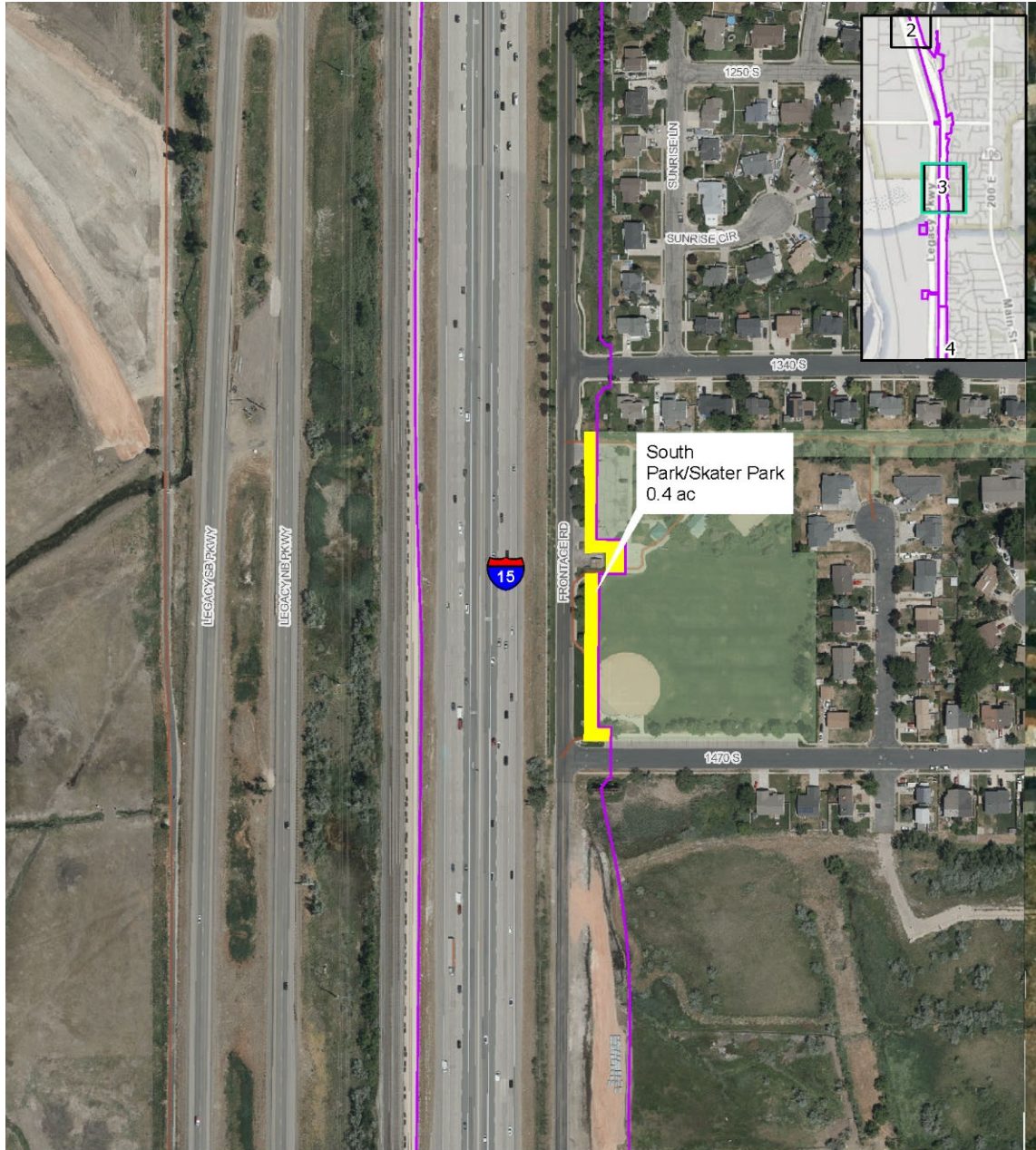
\*Only areas with public park and recreation area impacts present are shown in this series



**SECTION 4(F) IMPACTS - NORTH SEGMENT  
FARMINGTON STATE ST. OPTION  
I-15 EIS: FARMINGTON TO SALT LAKE CITY**



Figure 3. Section 4(f) Use of South Park with the Farmington 400 West Option and Farmington State Street Option



- Impact Boundary
- Section 4(f) Boundary
- Section 4(f) Impact

\*Only areas with public park and recreation area impacts present are shown in this series



**SECTION 4(F) IMPACTS - NORTH SEGMENT  
FARMINGTON BOTH OPTIONS  
I-15 EIS: FARMINGTON TO SALT LAKE CITY**

### **Public Notice and Opportunity for Public Comment**

UDOT provided public notice and an opportunity for public review and comment concerning the effects on the protected activities, features, or attributes of Section 4(f) recreation resources in conjunction with the opportunity for public review of and comments on the Draft EIS. UDOT released the Draft EIS on September 29, 2021, followed by a 45-day public comment period that ended on November 13, 2023.

### **Request for Concurrence**

UDOT did not receive any comments concerning the effects on the protected activities, features, or attributes of Ezra T. Clark Park, South Park, or Farmington Creek Trail during the public comment period. We are now requesting your final concurrence that the I-15 project would not adversely affect the activities, features, or attributes that make these properties eligible for Section 4(f) protection. If you have any questions, please contact me at (801) 910-2035 or [lizrobinson@utah.gov](mailto:lizrobinson@utah.gov).

Sincerely,



Liz Robinson  
Cultural Resources Program Manager  
Utah Department of Transportation

Regarding Ezra T. Clark Park (with the Farmington 400 West Option), South Park, and Farmington Creek Trail, I concur with the Section 4(f) evaluation described above and with UDOT's intent to make a Section 4(f) *de minimis* impact finding.

---

Brett Anderson  
Mayor  
Farmington City

Date

# CITY COUNCIL AGENDA



## SUMMARY ACTION

1. Consider approval of BH Inc to construct the Overlays FY 2025 Road Maintenance Project Bid
2. Consider approval of Morgan Pavement to construct the ONYX FY 2025 Road Maintenance Project Bid
3. Consider approval of Staker Parson to construct the Chip Seal FY 2025 Road Maintenance Project Bid
4. Consider approval of Asphalt Preservation to construct the Crack Seal FY 2025 Road Maintenance Project Bid
5. Amendments to Previously Approved Interlocal Agreement with Davis County and University of Utah Medical Center
6. Pick-Up Contribution for Public Safety and Firefighter Tier II Employees



160 S Main  
**Farmington** Utah 84025

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Chad Boshell, City Engineer  
Date: May 21, 2023  
SUBJECT: CONSIDER APPROVAL OF BH Inc. TO CONSTRUCT THE OVERLAYS  
FY 2025 ROAD MAINTENANCE PROJECT BID

### RECOMMENDATION

Approve the contract and bid from BH Inc for the construction of road maintenance improvements in the amount of \$1,262,000.00 to be paid from various street maintenance funds.

### BACKGROUND

The City received 5 bids for the Overlays FY 2025 Road Maintenance Project ranging from \$1,262,000.00 to \$1,776,093.45 and will begin construction in June. The project includes lowering and raising manholes, milling, overlays and leveling course. City staff recommends awarding BH Inc. the project. Attached is the contract between the City and the Contractor to do the work.

### SUPPLEMENTAL INFORMATION

1. Bid Summary
2. Contract

Respectively Submitted

Chad Boshell, P.E.  
Assistant City Manager

Reviewed and Concur

Brigham Mellor  
City Manager

AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Farmington City Corporation (“Owner”) and  
BH Inc (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. chip seal with fog coat, placing leveling course, deep patching, milling, thin lifts, and raising and lowering manholes and valves to grade.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Overlays FY 2025 Road Maintenance Project

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Chad Boshell P.E.

3.02 The Owner has retained Chad Boshell, (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Contract Times: Days

- A. The Work shall be substantially completed and billed by June 15, 2024. Manholes and valve collars shall be brought to grade within 30 days after paving. Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by June 15, 2024.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and



Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in the amount of \$ 1,262,000.00

- A. Contractor's Bid is attached hereto as an exhibit.

#### ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 5 percent per annum.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 29 to 35 inclusive).
  - 2. Performance bond (pages 37 to 39, inclusive).
  - 3. Payment bond (pages 40 to 40, inclusive).
  - 4. Other bonds.
    - a.     (pages     to    , inclusive).

#### NOTE(S) TO USER:

*Such other bonds might include maintenance or warranty bonds intended to manage risk after completion of the Work.*

- 5. General Conditions (pages 48 to 136, inclusive).
- 6. Supplementary Conditions (pages 137 to 145, inclusive).

7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 1 sheet(s) with each sheet bearing the following general title: Farmington City Maintenance Project FY 2025 [or] the Drawings listed on the attached sheet index.
9. Addenda (numbers 1 to 1, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages 14 to 31, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 1.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

1.06 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

\_\_\_\_\_  
Farmington City

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

BID FORM  
OVERLAYS FY 2025 ROAD MAINTENANCE PROJECT

TABLE OF CONTENTS

ARTICLE 1 - BID RECIPIENT ..... 16

ARTICLE 2 – BIDDERS ACKNOWLEDGMENTS ..... 16

ARTICLE 3 – BIDDER’S REPRESENTATIONS..... 16

ARTICLE 4 – BIDDER’S CERTIFICATION ..... 17

ARTICLE 5 – BASIS OF BID..... 19

ARTICLE 6 -TIME OF COMPLETION..... 24

ARTICLE 7 – ATTACHMENTS TO THIS BID ..... 24

ARTICLE 8 – DEFINED TERMS..... 24

ARTICLE 9 – BID SUBMITTAL ..... 25



ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Farmington City Public Works Department; 720 West 100 North, Farmington, UT, 84025

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
1	04/23/2024
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports

and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder is aware of items included in the basis of bid as described in the measurement and payment.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	LS	1	\$20,318.05	\$20,318.05
2	Traffic Control	LS	1	\$25,200.00	\$25,200.00
3	3" Overlay with Fiber (PG 64-34)	SY	25,787	\$18.50	\$447,059.50
4	2" Overlay with Fiber (PG 64-34)	SY	21,690	\$11.90	\$258,111.00
5	2" Overlay with Fiber	SY	19,211	\$10.15	\$194,991.65
6	7' Edge Mill 2" to 0" Taper	LF	24,224	\$2.05	\$49,659.20
7	7' Edge Mill 3" to 0" Taper	LF	10,548	\$2.70	\$28,479.60
8	Full Profile Mill 2"	SY	2,762	\$3.00	\$8,286.00
9	Manholes Lowered and Raised to Grade	EA	20	\$920.00	\$18,400.00
10	Water Valves Lowered and Raised to Grade	EA	74	\$815.00	\$60,310.00
11	Manholes Raised to Grade	EA	57	\$840.00	\$47,880.00
12	Water Valves Raised to Grade	EA	80	\$704.00	\$56,320.00
13	Monuments Raised to Grade	EA	29	\$515.00	\$14,935.00
14	Public Notice of Construction to Residents	LS	1	\$2,050.00	\$2,050.00
Total of All Unit Price Bid Items			\$ 1,262,000.00		

## 2024-2025 Overlays

Road Name	From Address	To Address		
<b>Canyon Rd</b>	<b>Canyon Gate</b>	<b>City Boundary</b>		
2" overlay w/ fiber PG 64-34		4,662		
WV raise to grade		1		
		<b>Subtotal</b>	<b>\$</b>	<b>\$</b>
<b>650 W.</b>	<b>State St.</b>	<b>North End</b>		
3" overlay w/fiber/ PG 64-34		3,341		
7' edge mill 3" to 0" taper		1,593		
MH raise to grade		2		
WV raise to grade		5		
		<b>Subtotal</b>	<b>\$</b>	<b>\$</b>
<b>Bareback Way</b>	<b>500 S</b>	<b>550 S</b>		
2" overlay w/fiber		971		
7' edge mill 2" to 0" taper		712		
WV lower & raise to grade		2		
		<b>Subtotal</b>	<b>\$</b>	<b>\$</b>
<b>1800 West</b>	<b>Ranch Road</b>	<b>End</b>		
2" overlay w/fiber		2,544		
7' edge mill 2" to 0" taper		1,618		
MH raise to grade		2		
WV raise to grade		4		
MH lower & raise to grade		3		
WV lower & raise to grade		3		
Monument raise to grade		3		
		<b>Subtotal</b>	<b>\$</b>	<b>\$</b>

## 2024-2025 Overlays

Road Name	From Address	To Address		
<b>Shepard Lane</b>	<b>UDOT Island (Maverik)</b>	<b>1075 W.</b>		
2" overlay w/ fiber PG 64-34		4,330		
7' edge mill 2" to 0" taper		1,446		
MH raise to grade		3		
WV raise to grade		6		
MH lower & raise to grade		2		
		<b>Subtotal</b>	<b>\$</b>	<b>\$</b>
<b>400 W.</b>	<b>State St.</b>	<b>Lagoon Dr.</b>		
3" overlay w/ fiber/ PG 64-34		2,762		
Full Profile Mill 2"		2,762		
WV lower & raise to grade		5		
		<b>Subtotal</b>	<b>\$</b>	<b>\$</b>
<b>1525 W.</b>	<b>Clark Ln.</b>	<b>Spring Meadow</b>		
3" overlay w/fiber/ PG 64-34		7,597		
7' edge mill 3" to 0" taper		3,794		
WV raise to grade		9		
MH lower & raise to grade		2		
WV lower & raise to grade		3		
Monument raise to grade		5		
		<b>Subtotal</b>	<b>\$</b>	<b>\$</b>
<b>Kensington</b>	<b>Somerset St.</b>	<b>Top of Ramsgate</b>		
2" overlay w/ fiber		6,400		
7' edge mill 2" to 0" taper		4,335		
MH raise to grade		3		
WV raise to grade		7		
MH lower & raise to grade		1		
WV lower & raise to grade		4		
Monument raise to grade		4		
		<b>Subtotal</b>	<b>\$</b>	<b>\$</b>

## 2024-2025 Overlays

Road Name	From Address	To Address		
<b>1075 W</b>	<b>Oakridge Park Dr. (1770 N)</b>	<b>Main St. (Hwy 273)</b>		
3" overlay w/fiber/ PG 64-34		6,158		
7' edge mill 3" to 0" taper		2,834		
MH raise to grade		2		
WV raise to grade		12		
WV lower & raise to grade		3		
Monument raise to grade		3		
		<b>Subtotal</b>	<b>\$</b>	<b>\$</b>
<b>Sunrise Way</b>	<b>Cave Hollow</b>	<b>Sunrise Lane</b>		
2" overlay w/ fiber		1,489		
7' edge mill 2" to 0" taper		1,037		
MH raise to grade		2		
WV raise to grade		2		
MH lower & raise to grade		2		
WV lower & raise to grade		3		
Monument raise to grade		1		
		<b>Subtotal</b>	<b>\$</b>	<b>\$</b>
<b>70 W</b>	<b>Sunrise Way</b>	<b>1150 S</b>		
2" overlay w/ fiber		1,890		
7' edge mill 2" to 0" taper		1,250		
MH raise to grade		2		
WV raise to grade		3		
WV lower & raise to grade		1		
Monument raise to grade		1		
		<b>Subtotal</b>	<b>\$</b>	<b>\$</b>
<b>1100 W</b>	<b>500 S</b>	<b>307 S</b>		
3" overlay w/ fiber PG 64-34		5,929		
7' edge mill 3" to 0" taper		2,327		
MH raise to grade		3		
WV raise to grade		3		
WV lower & raise to grade		1		
		<b>Subtotal</b>	<b>\$</b>	<b>\$</b>



## 2024-2025 Overlays

Road Name	From Address	To Address		
<b>Foxhunter/ Burke Ln.</b>	<b>1875 W.</b>	<b>950 N.</b>		
2" overlay w/ fiber PG 64-34		12,698		
7' edge mill 2" to 0" taper		6,200		
MH raise to grade		35		
WV raise to grade		25		
MH lower & raise to grade		2		
WV lower & raise to grade		32		
Monument raise to grade		9		
		<b>Subtotal</b>	<b>\$</b>	<b>\$</b>
Road Name	From Address	To Address		
<b>Old Fort Rd</b>	<b>Ironside way</b>	<b>414 Old Fort Rd.</b>		
2" overlay w/ fiber		4506		
7' edge mill 2" to 0" taper		3010		
MH lower & raise to grade		7		
WV lower & raise to grade		15		
Monument raise to grade		3		
		<b>Subtotal</b>	<b>\$</b>	<b>\$</b>
Road Name	From Address	To Address		
<b>1690 West</b>	<b>Ranch Road</b>	<b>End</b>		
2" overlay w/fiber		1,411		
7' edge mill 2" to 0" taper		822		
MH raise to grade		3		
WV raise to grade		3		
MH lower & raise to grade		1		
WV lower & raise to grade		2		
		<b>Subtotal</b>	<b>\$</b>	<b>\$</b>

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

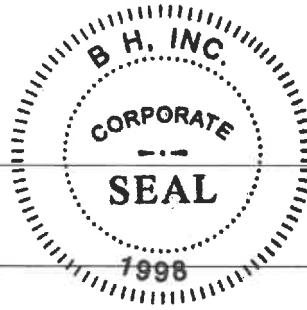
#### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - C. Contractor's License No.: 360856-5501

#### ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL



BIDDER: BH, Inc.

*[Indicate correct name of bidding entity]*

By:

*[Signature]*

*[Printed name]* Branson Yantes

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*

Cole Carter

*[Printed name]*

Title: Project Director

Submittal Date: 5/2/2024

Address for giving notices:

352 N Flint Street Kaysville, UT 84037

Telephone Number: (435) 789-5252

Fax Number:

Contact Name and e-mail address: Cole Carter

ccarter@bhico.com

Bidder's License No.: 360856-5501

*(where applicable)*

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

B H, Inc.  
1625 Wall Avenue  
Ogden, UT 84404

SURETY (Name, and Address of Principal Place of Business):

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

OWNER (Name and Address):

Farmington City  
720 W 100 N  
Farmington, UT 84025

BID

Bid Due Date: May 2, 2024

Description (Project Name - Include Location): Overlays FY 2025 Road Maintenance Project, Farmington, UT

BOND

Bond Number: Bid Bond

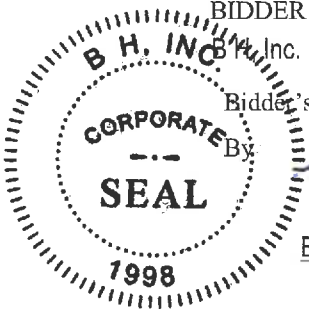
Date: April 29, 2024

Penal sum Five Percent of the Total Amount Bid \$ 5%  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY



B H, Inc.

Bidder's Name and Corporate Seal

By *Branson Yantes*  
Signature

Branson Yantes  
Print Name

Vice President  
Title

Attest *Traci Fraddy*  
Signature

Title Project Manager

(Seal) Liberty Mutual Insurance Company (Seal)

Surety's Name and Corporate Seal

By *Joshua R. Loftis*  
Signature (Attach Power of Attorney)

Joshua R. Loftis  
Print Name

Attorney-in-Fact  
Title

Attest *Rachel Thomas*  
Signature Rachel Thomas

Title Witness as to Surety



Note: Addresses are to be used for giving any required notice.  
Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**ACKNOWLEDGEMENT OF PRINCIPAL**

STATE OF Utah )

COUNTY OF Weber )

On this 30<sup>TH</sup> day of APRIL, in the year 2024, before me personally appeared Branson Yantes, **Vice President** of B H, Inc., known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Trent Fryhling, Notary Public  
My Commission Expires: 5/27/2025

**ACKNOWLEDGEMENT OF SURETY**

STATE OF Wisconsin )

COUNTY OF Polk )

On this 29th day of April, in the year 2024, before me personally come(s) Joshua R. Loftis, Attorney-in-Fact of Liberty Mutual Insurance Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Liberty Mutual Insurance Company, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Rachel Thomas, Notary Public  
My Commission Expires: 06/21/2025



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210698 - 190054

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich, Colby D White, Emily White, Joshua R. Lofis, Lin Ulven, Melinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stillings, R. C. Bowman, R. W. Frank, Rachel Thomas, Ross S. Squires, Sandra M. Engstrom, Sarah Dragt, Ted Jorgensen, Tina Domask

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of August, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 31st day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of April, 2024.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



# CONTRACT ADMINISTRATION AUTHORITY CHART



Series #:  
900

Rev:  
(2/28/22)

Page:  
1 of 2

Internal Use Only

<b>General Officers</b>	<b>Full signature authority on all corporate agreements and documents.</b>
<b>Executive Vice Presidents</b>	<ul style="list-style-type: none"> <li>● Sign all specific bid documents and project agreements under 50,000,000.00 in value.</li> <li>● Sign change orders in any amount relating to projects under their purview.</li> <li>● Sign MSA's relating to projects under their purview.</li> <li>● Sign any and all agreements &amp; other documents Senior Vice Presidents, Vice Presidents, Project Directors, and Project Managers can sign.</li> </ul>
<b>Senior Vice Presidents</b>	<ul style="list-style-type: none"> <li>● Sign all specific bid documents and project agreements under 20,000,000.00 in value.</li> <li>● Sign change orders in any amount relating to projects under their purview.</li> <li>● Sign <u>nothing</u> within MSA's up that relate to terms and conditions. Sign <u>only</u> items that pertain to hourly labor, equipment rates, material and subcontractor markup.</li> <li>● Sign agreements relating to Business units that SVP oversee within +/- 15% of their allotted annual budget.</li> <li>● Sign any and all agreements &amp; other documents Vice Presidents, Project Directors, and Project Managers can sign.</li> </ul>
<b>Vice Presidents</b>	<ul style="list-style-type: none"> <li>● Sign all specific bid documents &amp; project agreements relating to projects under 10,000,000.00 in value.</li> <li>● Sign Subcontract MSA's, Sub-Vendor MSA's, and Sub-Purchase Order MSA's.</li> <li>● Sign change orders in any amount relating to projects under their purview.</li> <li>● Sign any and all documents Project Directors and Project Managers can sign.</li> <li>● Sign all non universal upstream waivers for projects over which VP has knowledge of the project; withheld retention; items, modifications, or changes pending approval; disputed items &amp; claims; and items or services furnished or invoiced after the Request for Payment period.</li> </ul>
<b>General Counsel</b>	<ul style="list-style-type: none"> <li>● Sign Approved Settlement Agreements.</li> <li>● Sign approved contracts for the provision of legal services.</li> <li>● Sign any and all other contracts or documents as instructed by those in authority.</li> </ul>

# CONTRACT ADMINISTRATION AUTHORITY CHART



Series #:  
900

Rev:  
(2/28/22)

Page:  
2 of 2

Internal Use Only

<p><b>Project Directors</b></p>	<p><b>Not permitted to sign project specific agreements, but permitted to do the following:</b></p> <ul style="list-style-type: none"> <li>• <b>Approve Payment Applications.</b></li> <li>• <b>Sign change orders up in an amount up to \$500,000.00</b></li> <li>• <b>Sign change orders down in an amount up to \$250,000.00</b></li> <li>• <b>Sign Subcontract Agreements &amp; Purchase Orders (not including MSA's down) that have gone through the formal Project Buyout process and are within a 10% price variance from the initial Pre-construction pricing.</b></li> <li>• <b>Give notice and take other actions required by the agreement.</b></li> </ul>
<p><b>Project Managers</b></p>	<p><b>Not permitted to sign project specific agreements, but permitted to do the following:</b></p> <ul style="list-style-type: none"> <li>• <b>Approve Payment Applications.</b></li> <li>• <b>Sign change orders up in an amount up to \$250,000.00</b></li> <li>• <b>Sign change orders down in an amount up to \$100,000.00</b></li> <li>• <b>Sign Subcontract Agreements &amp; Purchase Orders (not including MSA's down) that have gone through the formal Project Buyout process and are within a 2% price variance from the initial Pre-construction pricing.</b></li> <li>• <b>Give notice and take other actions required by the agreement.</b></li> <li>• <b>Sign BHI approved Universal Upstream Waivers.</b></li> </ul>
<p><b>Directors of Departments &amp; Claims Manager</b></p>	<ul style="list-style-type: none"> <li>• <b>Authority to bind the corporation for any related item within the business unit that they oversee, and sign on behalf of the organization up to the allotted annual budget.</b></li> </ul>

Approved and Effective Date: April 30, 2024



160 S Main  
**Farmington** Utah 84025

## City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: May 21, 2023

SUBJECT: CONSIDER APPROVAL OF MORGAN PAVEMENT TO CONSTRUCT THE ONYX FY 2025 ROAD MAINTENANCE PROJECT BID

### RECOMMENDATION

Approve the contract and bid from Morgan Pavement for the construction of road maintenance improvements in the amount of \$36,544.37 to be paid from various street maintenance funds.

### BACKGROUND

The City received 2 bids for the Onyx FY 2025 Road Maintenance Project ranging from \$36,544.37 to \$39,900.50 and will begin construction in June. The project includes installing frictional mastic surface treatment asphalt aggregate. City staff recommends awarding Morgan Pavement the project. Attached is the contract between the City and the Contractor to do the work.

### SUPPLEMENTAL INFORMATION

1. Bid Summary
2. Contract

Respectively Submitted

Chad Boshell, P.E.  
Assistant City Manager

Reviewed and Concur

Brigham Mellor  
City Manager

AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Farmington City Corporation (“Owner”) and  
Morgan Pavement (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. chip seal with fog coat, placing leveling course, deep patching, milling, thin lifts, and raising and lowering manholes and valves to grade.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Onyx FY 2025 Road Maintenance Project

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Chad Boshell P.E.

3.02 The Owner has retained Chad Boshell, (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Contract Times: Days

- A. The Work shall be substantially completed and billed by June 15, 2025. Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by June 15, 2025.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in the amount of \$ 36,544.37

- A. Contractor's Bid is attached hereto as an exhibit.

#### ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 5 percent per annum.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 25 to 31 inclusive).
  - 2. Performance bond (pages 33 to 35, inclusive).
  - 3. Payment bond (pages 36 to 36, inclusive).
  - 4. Other bonds.
    - a.    (pages    to   , inclusive).

#### NOTE(S) TO USER:

*Such other bonds might include maintenance or warranty bonds intended to manage risk after completion of the Work.*

- 5. General Conditions (pages 44 to 132, inclusive).
- 6. Supplementary Conditions (pages 133 to 141, inclusive).



7. Specifications as listed in the table of contents of the Project Manual.
  8. Drawings (not attached but incorporated by reference) consisting of 1 sheet(s) with each sheet bearing the following general title: Farmington City Maintenance Project FY 2025 [or] the Drawings listed on the attached sheet index.
  9. Addenda (numbers [ ] to [ ], inclusive).
  10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 16 to 25 inclusive).
  11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 1.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

1.06 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

\_\_\_\_\_  
Farmington City

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Farmington City Public Works Department; 720 West 100 North, Farmington, UT, 84025

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>NA</u>	<u>NA</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports

and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder is aware of items included in the basis of bid as described in the measurement and payment.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	LS	1	\$ 0	\$ 0
2	Traffic Control	LS	1	\$ 0	\$ 0
3	Onyx Frictional Mastic Surface Treatment	SY	15,039	\$2.43	\$36,544.37
4	Public Notice of Construction to Residents	LS	1	\$ 0	\$ 0
Total of All Unit Price Bid Items				\$	36,544.37

2024-2025 Onyx Frictional Mastic Surface Treatment			
Road Name	From Address	To Address	
<b>Roberts Circle</b>	<b>Shannon Dr</b>	<b>End</b>	
Onyx FMST		878	
		Subtotal	\$2.43 \$ 2,133.54
<b>Turnberry Circle</b>	<b>Kings Crossing Dr</b>	<b>End</b>	
Onyx FMST		980	
		Subtotal	\$2.43 \$ 2,381.40
<b>Aberdeen Circle</b>	<b>Kings Crossing Dr</b>		
Onyx FMST		755	
		Subtotal	\$2.43 \$ 1,834.65
<b>Kings Crossing Dr</b>	<b>Rose Cove</b>	<b>Shepard Creek Parkway</b>	
Onyx FMST		3,050	
		Subtotal	\$2.43 \$ 7,411.50
<b>855 N</b>	<b>1100 W</b>	<b>End</b>	
Onyx FMST		1,578	
		Subtotal	\$2.43 \$ 3,834.54
<b>930 N</b>	<b>1100 W</b>	<b>End</b>	
Onyx FMST		644	
		Subtotal	\$2.43 \$ 1,564.92
<b>1130 N</b>	<b>1100 W</b>	<b>End</b>	
Onyx FMST		705	
		Subtotal	\$2.43 \$ 1,713.15



<b>1185 N</b>	<b>1100 W</b>	<b>End</b>		
Onyx FMST		932		
		<b>Subtotal</b>	2.43	\$ 2,264.76
<b>Ramsgate Road</b>	<b>Somerset St</b>	<b>Kensington N</b>		
Onyx FMST		2,315		
		<b>Subtotal</b>	2.43	\$ 5,625.45
<b>Ramsgate Road</b>	<b>Somerset St</b>	<b>Kensington S</b>		
Onyx FMST		1,005		
		<b>Subtotal</b>	2.43	\$ 2,442.15
<b>Farmington Hollow Cir.</b>	<b>1875 n.</b>	<b>end</b>		
Onyx FMST		2,197		
		<b>Subtotal</b>	2.43	\$ 5,338.71
		<b>TOTAL</b>		\$ 36,544.37

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - C. Contractor's License No.: 9798330 - 5501

#### ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: Morgan Pavement Maintenance  
[Indicate correct name of bidding entity]

By: [Signature]  
[Signature]

[Printed name] TRIS SMITH, VP/CFO  
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]  
[Signature]

Hasen Garrett  
[Printed name]

Title: Estimator

Submittal Date: 05/02/2024

Address for giving notices:  
625 S. Main Street  
Charter A, UT 84015

Telephone Number: 385-368-6213

Fax Number: NA

Contact Name and e-mail address: Hasen Garrett

Bidder's License No.: 9798330-5501  
(where applicable)

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): Morgan Pavement Maintenance
625 South Main Street
Clearfield, UT 84015

SURETY (Name, and Address of Principal Place of Business):
United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

OWNER (Name and Address):
Farmington City
720 W 100 N
Farmington, UT 84025

BID
Bid Due Date: May 2, 2024
Description (Project Name - Include Location): Onyx throughout city

BOND
Bond Number: n/a
Date: May 2, 2024
Penal sum Five Percent of Bid \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER SURETY
Bidder's Name and Corporate Seal Surety's Name and Corporate Seal
By Morgan Pavement Maintenance By United States Fire Insurance Company
Signature Signature (Attach Power of Attorney)
Print Name Keller Jensen
Title Keller Jensen
Attest Signature Attest Attorney in Fact Signature
Title Estimator Title Estimator



Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

MORGAN INDUSTRIES, INC.

d/b/a: Morgan Pavement Maintenance

d/b/a: Nu Rock Asphalt Coatings

d/b/a: Main Line Construction Services

**Prepared for October 3, 2023 Board of Directors Meeting**

**Corporate Resolution to change Corporate Officers and signers of Morgan Industries, Inc. and authorities as a result of signatures :**

RESOLVED: that the Board of Directors change the appointment of officers of the corporation as follows: as President, Jeremy J. Nielson, as Vice President(s) Lowell D. "Tres" Smith III and Chad B. Dyer, as Treasurer, Lowell D. "Tres" Smith III, and as Corporate Secretary, Dean H Garrett. As Chairman of the Board of Directors, Lowell D. "Tres" Smith III.

RESOLVED, FURTHER, that Lowell D. "Tres" Smith III, as Chairman of the Board of Directors, is authorized to act and sign in the name of the company in all matters. In the role of Vice President, he is authorized to sign all legal documents or contracts, and in the role of Treasurer he is authorized to sign checks of any kind for the corporation.

RESOLVED, FURTHER, that Jeremy J. Nielson, as President, is authorized to act and sign in the name of the company and to sign all legal documents, contracts, or checks of any kind for the corporation.

RESOLVED, FURTHER, that Chad B. Dyer, as a Vice President, is authorized to sign all legal documents and contracts of any kind for the corporation.

RESOLVED, FURTHER, that Dean H Garrett, as Corporate Secretary, is authorized to sign and ratify all legal documents and contracts of any kind for the corporation. Further, Dean H Garrett, has authority to sign all checks for the company.

**In the Board Meeting on October 3, 2023, there was a motion to accept this resolution. There was a second to the motion, and the Board Members voted to adopt this resolution.**



**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

12650

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Todd Chapman, Keller Jensen

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

**UNITED STATES FIRE INSURANCE COMPANY**



Matthew E. Lubin, President

State of New Jersey }  
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 2 day of May 2024

**UNITED STATES FIRE INSURANCE COMPANY**



Michael C. Fay, Senior Vice President




<b>STATE OF UTAH</b> <b>DEPARTMENT OF COMMERCE</b> <b>ACTIVE LICENSE</b>  <b>Morgan Industries Inc</b> PO BOX 190 Clearfield UT 84089	<b>REFERENCE NUMBER(S), CLASSIFICATION(S) &amp; DETAIL(S)</b> 9798330-5501 Contractor With LRF B100, E100, S260  DBAs: MAIN LINE CONSTRUCTION SERVICES MORGAN PAVEMENT MAINTENANCE
<b>EFFECTIVE</b> 12/21/2023	<b>EXPIRATION</b> 11/30/2025

**IMPORTANT LICENSURE REMINDERS:**

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

MORGAN INDUSTRIES INC  
 PO BOX 190  
 CLEARFIELD UT 84089

Please visit our web site at [www.dopl.utah.gov](http://www.dopl.utah.gov) should you have any questions in the future.

<b>STATE OF UTAH</b> <b>DEPARTMENT OF COMMERCE</b> <b>DIVISION OF PROFESSIONAL LICENSING</b>  <b>ACTIVE LICENSE</b>		
<b>EFFECTIVE DATE:</b>	<b>12/21/2023</b>	
<b>EXPIRATION DATE:</b>	<b>11/30/2025</b>	
<b>ISSUED TO:</b>	<b>Morgan Industries Inc</b> <b>PO BOX 190</b> <b>Clearfield UT 84089</b>	
<b>REFERENCE NUMBER(S), CLASSIFICATION(S) &amp; DETAIL(S)</b>		
9798330-5501	Contractor With LRF	DBAs: MAIN LINE CONSTRUCTION SERVICES MORGAN PAVEMENT MAINTENANCE
B100, E100, S260		



160 S Main  
**Farmington** Utah 84025

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Chad Boshell, City Engineer  
Date: May 21, 2023  
SUBJECT: CONSIDER APPROVAL OF STAKER PARSON TO CONSTRUCT THE  
CHIP SEAL FY 2025 ROAD MAINTENANCE PROJECT BID

### RECOMMENDATION

Approve the contract and bid from Staker Parson for the construction of road maintenance improvements in the amount of \$114,950.00 to be paid from various street maintenance funds.

### BACKGROUND

The City received 3 bids for the Chip Seal FY 2025 Road Maintenance Project ranging from \$114,950.00 to \$176,916.31 and will begin construction in June. The project includes chip seal, sweeping and fog sealing. City staff recommends awarding Staker Parson the project. Attached is the contract between the City and the Contractor to do the work.

### SUPPLEMENTAL INFORMATION

1. Bid Summary
2. Contract

Respectively Submitted

Chad Boshell, P.E.  
Assistant City Manager

Reviewed and Concur

Brigham Mellor  
City Manager



AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Farmington City Corporation (“Owner”) and  
Staker Parson (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. chip seal with fog coat, placing leveling course, deep patching, milling, thin lifts, and raising and lowering manholes and valves to grade.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Chip Seal FY 2025 Road Maintenance Project

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Chad Boshell P.E.

3.02 The Owner has retained Chad Boshell, (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Contract Times: Days

- A. The Work shall be substantially completed and billed by June 15, 2025. Chip Seals shall be completed by August 30, 2024. Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by June 15, 2025.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in the amount of \$ 114,950.00

- A. Contractor's Bid is attached hereto as an exhibit.

#### ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 5 percent per annum.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 25 to 31 inclusive).
  - 2. Performance bond (pages 33 to 35, inclusive).
  - 3. Payment bond (pages 36 to 36, inclusive).
  - 4. Other bonds.
    - a.     (pages     to    , inclusive).

#### NOTE(S) TO USER:

*Such other bonds might include maintenance or warranty bonds intended to manage risk after completion of the Work.*

- 5. General Conditions (pages 44 to 132, inclusive).
- 6. Supplementary Conditions (pages 133 to 141, inclusive).

7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 1 sheet(s) with each sheet bearing the following general title: Farmington City Maintenance Project FY 2025 [or] the Drawings listed on the attached sheet index.
9. Addenda (numbers     to    , inclusive).
10. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages 14 to 27, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 1.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

1.06 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

\_\_\_\_\_  
Farmington City

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

BID FORM

CHIP SEAL FY 2025 ROAD MAINTENANCE PROJECT



TABLE OF CONTENTS

ARTICLE 1 - BID RECIPIENT ..... 16

ARTICLE 2 – BIDDERS ACKNOWLEDGMENTS ..... 16

ARTICLE 3 – BIDDER’S REPRESENTATIONS..... 16

ARTICLE 4 – BIDDER’S CERTIFICATION ..... 17

ARTICLE 5 – BASIS OF BID..... 19

ARTICLE 6 -TIME OF COMPLETION..... 19

ARTICLE 7 – ATTACHMENTS TO THIS BID ..... 20

ARTICLE 8 – DEFINED TERMS..... 20

ARTICLE 9 – BID SUBMITTAL ..... 21

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Farmington City Public Works Department; 720 West 100 North, Farmington, UT, 84025

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports

and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder is aware of items included in the basis of bid as described in the measurement and payment.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	LS	1	\$ 7,750. <sup>00</sup>	\$ 7,750. <sup>00</sup>
2	Traffic Control	LS	1	\$ 10,700. <sup>00</sup>	\$ 10,700. <sup>00</sup>
3	Class A Light Weight Chip Seal with Fog Coat	SY	31560	\$ 3. <sup>00</sup>	\$ 94,680. <sup>00</sup>
4	Public Notice of Construction to Residents	LS	1	\$ 1,820. <sup>00</sup>	\$ 1,820. <sup>00</sup>
Total of All Unit Price Bid Items				\$	114,950. <sup>00</sup>

**2024-2025 Class A Chip Seal**

Road Name	From Address	To Address		
<b>1470 S.</b>	<b>200 E.</b>	<b>Frontage Rd.</b>		
Class A Chip Seal		8,046		
		<b>Subtotal</b>	<b>\$3.64</b>	<b>\$29,287.<sup>44</sup></b>
<b>1340 S.</b>	<b>200 E.</b>	<b>Frontage Rd.</b>		
Class A Chip Seal		7,893		
		<b>Subtotal</b>	<b>\$3.64</b>	<b>\$28,730.<sup>84</sup></b>
<b>Grandview</b>	<b>N. Compton</b>	<b>Bella Vista</b>		
Class A Chip Seal		7,271		
		<b>Subtotal</b>	<b>\$3.64</b>	<b>\$26,466.<sup>44</sup></b>
<b>Northridge Rd.</b>	<b>Mountain Rd.</b>	<b>End</b>		
Class A Chip Seal		8,350		
		<b>Subtotal</b>	<b>\$3.64</b>	<b>\$30,394.<sup>00</sup></b>

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - C. Contractor's License No.: 4910822 - 5501

#### ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: Staker Parson Companies  
[Indicate correct name of bidding entity]

By:   
[Signature]

[Printed name] Jeff Davis  
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:   
[Signature]

BRAD E. HANSEN  
[Printed name]

Title: AREA MANAGER

Submittal Date: 5-2-2024

Address for giving notices:  
2350 South 1900 West  
Ogden, UT 84401

Telephone Number: 801-430-0140

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: Jeff Davis

jeff.davis@stakerparson.com

Bidder's License No.: 4910822 - 5501  
(where applicable)

**APPOINTMENT OF AUTHORIZED EMPLOYEES**

Pursuant to the authority granted by the Board of Directors of Staker & Parson Companies (“the Company”), Michael Kurz Mountain West Region President of the Company, hereby declares that the following individuals shall be, and each of them hereby is, appointed to serve as an Authorized Employee of the Corporation until his or her resignation, removal, disqualification, or death, and each such individual is hereby authorized to execute and deliver such agreements, documents, certificates and other instruments under the seal of the Company, if required, for the purpose of conducting the Company’s business, including selling products, securing construction work, initiating company purchases and entering into contracts, such authority being subject to the dollar amount limitations set forth by the officers of the Company, including but not limited to those designated in the Staker & Parson Companies Financial Authority Approval documentation:

**Authorized Agents Having Powers of a Vice President:**

Brent Burr	Jake Goodliffe
Chris Kinnersley	Travis Canfield
John Eric Emerson	Brandon Pack
Tim Brown	Derrick Pack
Cade Christoffersen	Jeff Trosper

**\* Authority to sign hauler agreements**

Adams, Austin	Clayton, Rosalee	Grantham, Jerry
Albrecht, David	Clevenger, Ross	Graves, Jaclyn
Aldrich, Nikki	Cobbley, Greg	Greene, Rhonda
Allan, Dawn	Coffman, Rylene	Green, Dale
Allen, Joseph	Cokusis, Chris	Green, Leslie
Alter, Matt	*Collard, Bevan	Griffiths, Monica
Anderson, Austin	*Collard, Jeff	*Groves, Jon
Anderson, Brad	Conner, Rhandi	Guerrera, Victoria
Armstrong, Pat	Cordova, Steve	Gunter, Gerald
Barker, Heather	Crocker, James	Guymon, Jeremy
Barrett, Shanna	Crossley, Brooke	Guymon, Tim
Barton, Sherri	Dalley, Mike	Hanks, Mike
Bennett, Gary	Dalton, Brent	Hansen, Destrie
Bennett, Jordan	Davis, Jeff	*Hansen, Brad
*Bentley, Tim	Davis, Shannon	Hansen, Justin
Berntson, Brad	Dill, Kevin	Hayes, Hudd
Berry, Todd	Doty, Travis	Hernandez, Ed
Boyer, Lane	Dunn, Peggy	Herring, Chris
Braden, Kyle	East, Shad	Hiatt, Phill
Broadhead, Jade	Edmunds, Brent	Hickman, Tony
Braun, Perry	Edwards, Annette	Hill, Robin
Brittain, Thomas	Eells, William	Hintze, Shane
Burr, Derek	Ekart, Alyssa	Hobbs, Jared
Burr, Kade	*Ellison, Landon	Hogan, Jim
Burrows, Kristine	*Fabrizio, Craig	Hopkins, Mike
Butler, Kathren (HK)	Fisher, Heather	Inama, Adrian
Cardinet, James	Foster, Angela	Jacobs, Paul
Carter, Mark	Fred, Lynn	Jensen, Brian
Chamberlain, McKay	Freston, Grace	Jensen, Jeff
Christiansen, Hugh	Garcia, Krista	Johnson, Matt
Christensen, Buddy	Goodrich, Lee	Johnson, Kodey
Clark, Pat		Jolley, Kevin



Julian, Norma  
 Keenan, Tim  
 Kelly, Jim  
 King, Darin  
 Larsen, James  
 Larsen, Mike  
 Law, Kim  
 Leatherwood, Dan  
 Lewis, Mitch  
 Limb, Amy  
 Liu, Cheyenne  
 Lovato, Sammy  
 Lovel, Zachery  
 Luke, Eric  
 Lundell, Colton  
 Lutz, Jason  
 Magalhaes, Igor  
 Mantz, Dorace  
 Marshall, Bob  
 Martin, Terrill  
 Martinez, Annie  
 Mason, Jaden  
 Matheson, Bryan  
 Maxfield, James (Dak)  
 Mays, Ashley  
 McCarthy, Nancy  
 McCoy, Brian  
 McFadden, Scott  
 McKickell, Darcy  
 McMillan, Cheryl (Sherry)  
 \*Meikle, Travis  
 Mendoza, Julio  
 Mendoza, Keri  
 Meyers, David  
 Mickles, Shannon  
 Montoya, Kelly  
 Morgan, Kelly  
 Morrill, Clint  
 Moynier, Ryan  
 Murray, Ronan  
 Neilson, Erik  
 Nelson, Iris

Nelson, Ray  
 Neria, Nick  
 Neumeyer, Ryan  
 \*Newby, Mike  
 Nielson, Lisa  
 Nielson, John  
 Niemeyer, Alice  
 Olsen, Ryan  
 Olson, Drake  
 \*Oman, Chance  
 Ormes, Angela  
 Ostergaard, Tamara  
 Owen, Matt  
 Packard, Clay  
 \*Painter, Trevor  
 Peirce, Bobby  
 Petty, Justin  
 Ponton, James  
 Poole, Tyler  
 Prill, Dusty  
 Ramm, Justin  
 Rasmussen, Blake  
 Rasmussen, Brock  
 Richards, Derek  
 \*Rivera, Sean  
 Robinson, James  
 Ross, Kelly  
 Rowley, Craig  
 Ryan, Cam  
 Sagers, Gregg  
 \*Sargent, Trent  
 Schildhauer, Jill  
 \*Severinsen, Kurt  
 Sharp, Michelle  
 Sheffield, Mark  
 Sibbett, April (Maus)  
 Simpson, Jason  
 Smith, Jayson R  
 Sommer, Aaron  
 \*Spackman, Travis  
 Spillman, Michael  
 Stevenson, John

Staker, Jonas  
 \*Stinger, Nathan  
 Stocks, Brian  
 Strick, Shane  
 Sullivan, Johnathan  
 Taintor, Rhett  
 Tancy, Ben  
 Taron, Michael Shaun  
 Tayler, Brian  
 Taylor, Mark  
 Thackeray, Nicholas  
 Thain, Ryan  
 Thompson, Jerry  
 Thurgood, Dave  
 Thorpe, Tommy  
 Tranter, Jack  
 Trent, Heather  
 Trosper, Jeff  
 VanDyke, Andrew  
 Vigil, Robert  
 Vowles, Natalie  
 Whalen, Curtis  
 Waite, Glenn  
 Walker, Adam  
 Ward, Shawn  
 Ward, Thomas  
 Ward, Tyler  
 Wilcox, Jeremy  
 Wilden, Joseph  
 \*Wilkes, John  
 Williams, David  
 \*Williams, Taylor  
 Wilson, Peter J  
 \*Wood, Kyle  
 Woodruff, Lisa  
 Worthington, Michael  
 Yang, Vickie  
 Yates, Todd  
 \*Ylincheta, Chris  
 Young, Josh  
 Zakotnik, Wayne (Zeke)

*Mike Kurz*

5FE61FE2AE0100875C2B46A9ABA4FBC0

ready2go

04/09/2024

---

**Michael Kurz**  
 Mountain West Region President

Date



# AIA Document A310™ - 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Staker & Parson Companies  
2350 South 1900 West  
West Haven, Utah 84401

**SURETY:**

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
Inc. in: Illinois

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

FARMINGTON CITY CORPORATION  
720 WEST 100 NORTH  
FARMINGTON, UTAH

**BOND AMOUNT:**

Five Percent of Bid Amount (5%)

**PROJECT:**

(Name, location or address, and Project number, if any)

CHIP SEAL FY 2025 ROAD MAINTENANCE PROJECT


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd

day of APRIL, 2024

  
(Witness) T. Dawn Allan

  
(Witness) Marayla Bowcut

Staker & Parson Companies

(Principal)

  
(Title) Jeff Davis

Estimator/Project Manager

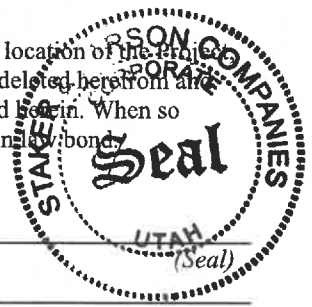
Fidelity and Deposit Company of Maryland

(Surety)

  
(Title) T. Dawn Allan

(Seal)

, Attorney-in-Fact



**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

Init.

AIA Document A310™ - 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

061110

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **T. Dawn ALLAN, Makayla A. BOWCUT and Tamara B. OSTERGAARD, of Ogden, Utah**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bid bonds issued on behalf of Staker & Parson Companies or Staker & Parson Companies dba Jack B. Parsons Companies or dba Staker Parson Materials & Construction, Ogden, Utah each in a penalty not to exceed the sum of \$1,000,000** and the execution of such bid bonds in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 8<sup>th</sup> day of October, A.D. 2019.



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 8th day of October, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of April, 2024.



Brian M. Hodges, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](http://www.reportsfclaims@zurichna.com)  
800-626-4577

**SURETY ACKNOWLEDGMENT**

STATE OF UTAH                    }  
COUNTY OF WEBER            } **SS**

On this 22nd day of April, 2024, before me personally came T. DAWN ALLAN to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FIDELITY AND DEPOSIT COMPANY OF MARYLAND the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



*Gina Smith*  
\_\_\_\_\_  
Notary Public

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: May 21, 2023

SUBJECT: CONSIDER APPROVAL OF ASPHALT PRESERVATION TO CONSTRUCT  
THE CRACK SEAL FY 2025 ROAD MAINTENANCE PROJECT BID

### RECOMMENDATION

Approve the contract and bid from Asphalt Preservation for the construction of road maintenance improvements in the amount of \$41,175.00 to be paid from various street maintenance funds.

### BACKGROUND

The City received 7 bids for the Crack Seal FY 2025 Road Maintenance Project ranging from \$41,175.00 to \$69,764.44 and will begin construction in June. The project includes crack sealing through the City. City staff recommends awarding Asphalt Preservation the project. Attached is the contract between the City and the Contractor to do the work.

### SUPPLEMENTAL INFORMATION

1. Bid Summary
2. Contract

Respectively Submitted



Chad Boshell, P.E.  
Assistant City Manager

Reviewed and Concur



Brigham Mellor  
City Manager



AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Farmington City Corporation (“Owner”) and  
Asphalt Preservation (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. chip seal with fog coat, placing leveling course, deep patching, milling, thin lifts, and raising and lowering manholes and valves to grade.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Crack Seal FY 2025 Road Maintenance Project

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Chad Boshell P.E.

3.02 The Owner has retained Chad Boshell, (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Contract Times: Days

- A. The Work shall be substantially completed and billed by June 15, 2025. Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by June 15, 2025.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in the amount of \$ 41,175.00

- A. Contractor's Bid is attached hereto as an exhibit.

#### ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract



- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 5 percent per annum.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 24 to 30 inclusive).
  - 2. Performance bond (pages 32 to 34, inclusive).
  - 3. Payment bond (pages 35 to 35, inclusive).
  - 4. Other bonds.
    - a.    (pages    to   , inclusive).

#### NOTE(S) TO USER:

*Such other bonds might include maintenance or warranty bonds intended to manage risk after completion of the Work.*

- 5. General Conditions (pages 43 to 131, inclusive).
- 6. Supplementary Conditions (pages 132 to 140, inclusive).

7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 1 sheet(s) with each sheet bearing the following general title: Farmington City Maintenance Project FY 2025 [or] the Drawings listed on the attached sheet index.
9. Addenda (numbers [ ] to [ ], inclusive).
10. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages 14 to 26, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 1.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

1.06 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

\_\_\_\_\_  
Farmington City

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

BID FORM

CRACK SEAL FY 2025 ROAD MAINTENANCE PROJECT

TABLE OF CONTENTS

ARTICLE 1 - BID RECIPIENT ..... 16

ARTICLE 2 – BIDDERS ACKNOWLEDGMENTS ..... 16

ARTICLE 3 – BIDDER’S REPRESENTATIONS..... 16

ARTICLE 4 – BIDDER’S CERTIFICATION ..... 17

ARTICLE 5 – BASIS OF BID..... 18

ARTICLE 6 -TIME OF COMPLETION..... 19

ARTICLE 7 – ATTACHMENTS TO THIS BID ..... 19

ARTICLE 8 – DEFINED TERMS..... 19

ARTICLE 9 – BID SUBMITTAL .....20

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Farmington City Public Works Department; 720 West 100 North, Farmington, UT, 84025

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports



and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder is aware of items included in the basis of bid as described in the measurement and payment.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	LS	1	\$2,000.00	\$2,000.00
2	Traffic Control	LS	1	\$2,500.00	\$2,500.00
3	Crack Seal	TON	15	\$2,445.00	\$36,675.00
Total of All Unit Price Bid Items			\$ 41,175.00		

**2024-2025 Crack Seal**

Location	Tons	Price Per Ton	Total
Crack Seal Throughout the City	15	\$2,745.00	\$ 41,175.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - C. Contractor's License No.: 10455610-5501

#### ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: Asphalt Preservation  
[Indicate correct name of bidding entity]

By:   
[Signature]

[Printed name] Fernando Gama  
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:   
[Signature]

David Gama  
[Printed name]

Title: Estimator/Project Manager

Submittal Date: May 2, 2024

Address for giving notices:  
3490 W 3300 S, Building A, Unit 4, West Haven, UT 84401  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: (385) 244-9753

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: David Gama

Dgama@asphaltpres.com

Bidder's License No.: 10455610-5501  
(where applicable)

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Asphalt Preservation LLC  
3490 W 3300 S Bldg A Unit 4  
West Haven, UT 84401

SURETY (Name, and Address of Principal Place of Business):

Employers Mutual Casualty Company  
P.O. Box 712  
Des Moines, Iowa 50306-0712

OWNER (Name and Address):

Farmington City  
720 W 100 N  
Farmington, UT 84025

BID

Bid Due Date: May 2, 2024

Description (Project Name - Include Location): Crack Seal FY 2025 Road Maintenance

BOND

Bond Number: Bid Bond

Date:

Penal sum Five percent of amount bid § 5% of amount bid  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Asphalt Preservation LLC

(Seal) Employers Mutual Casualty Company (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By Fernando Gama

By Stacie Hanson

Signature

Signature (Attach Power of Attorney)

Fernando Gama

Stacie Hanson

Print Name

Print Name

Partner/Operations Manager

Attorney-in-Fact

Title

Title

Attest David Gama

Attest Stephanie Anderson

Signature

Signature

Title Estimator/Project Manager

Title Account Manager



Note: Addresses are to be used for giving any required notice.  
Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



P.O. Box 712 • Des Moines, Iowa 50306-0712

### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**STACIE HANSON**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

#### Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

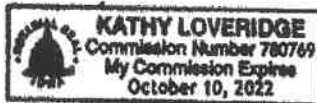
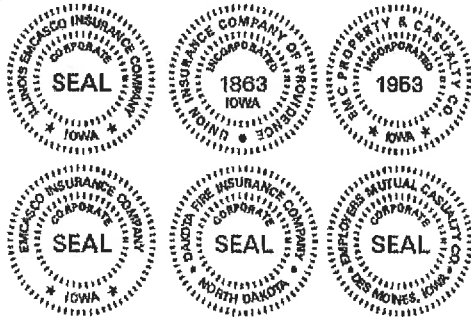
### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



*Scott R. Jean*  
\_\_\_\_\_  
Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

*Todd Strother*  
\_\_\_\_\_  
Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

*Kathy Loveridge*  
\_\_\_\_\_  
Notary Public in and for the State of Iowa

### CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2nd day of May, 2024.

*J D Clough*  
\_\_\_\_\_  
Vice President



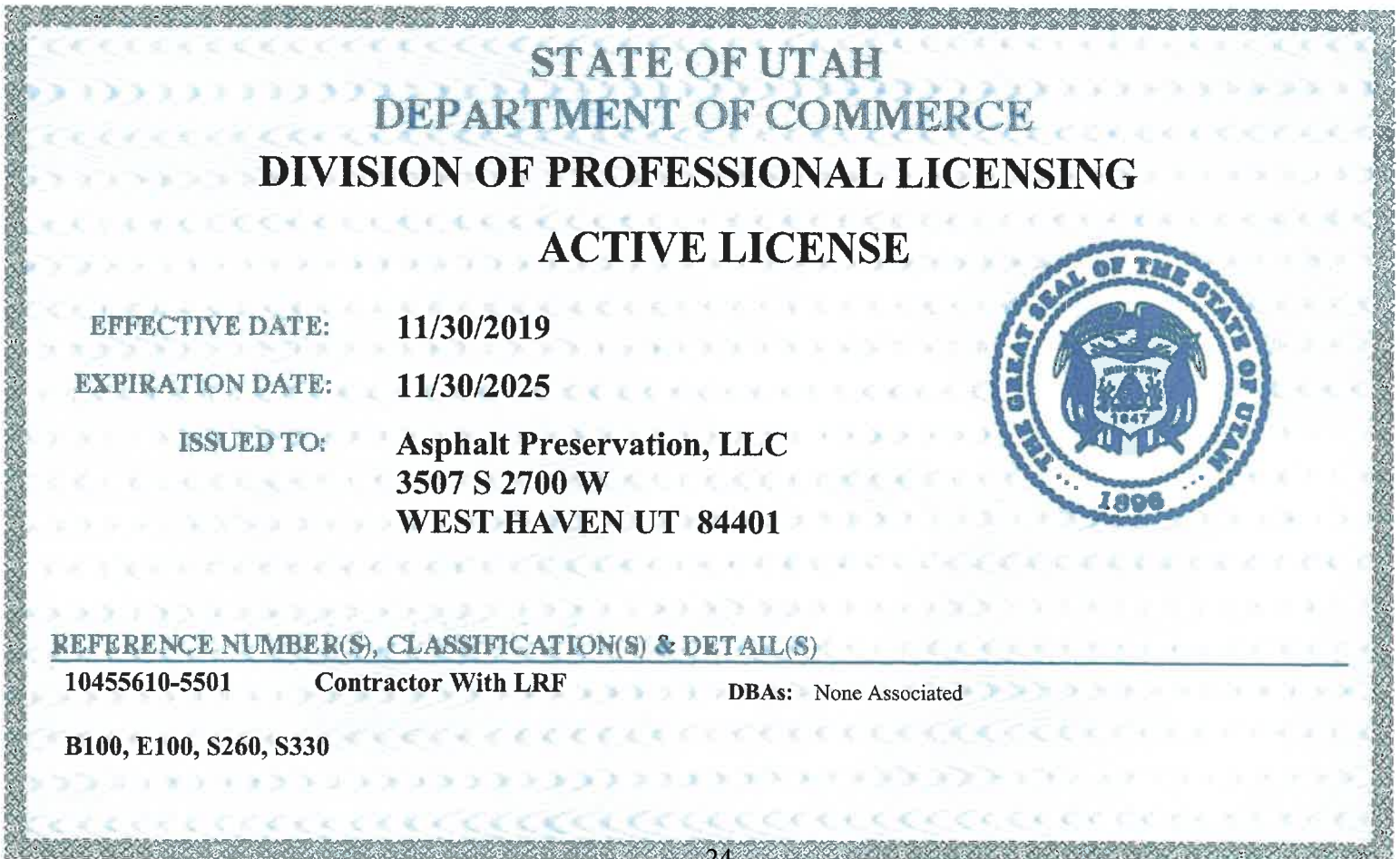


**IMPORTANT LICENSURE REMINDERS:**

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license’s original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

ASPHALT PRESERVATION, LLC  
3507 S 2700 W  
WEST HAVEN UT 84401

Please visit our web site at [www.dopl.utah.gov](http://www.dopl.utah.gov) should you have any questions in the future.





# ASPHALT PRESERVATION, LLC

[Update this Business](#)

**Entity Number:** 9061012-0160

**Company Type:** LLC - Domestic

**Address:** 3507 S 2700 W WEST HAVEN, UT 84401

**State of Origin:**

**Registered Agent:** TIFFANY GAMA

**Registered Agent Address:**

3507 S 2700 W

West Haven, UT 84401

[View Management Team](#)

Status: Active

[Purchase Certificate of Existence](#)

**Status:** Active  as of 02/21/2024

**Renew By:** 06/30/2025

**Status Description:** License Issuance

**Employment Verification:** Not Registered with Verify Utah

History

[View Filed Documents](#)

**Registration Date:** 06/02/2014

**Last Renewed:** N/A

Additional Information

**NAICS Code:** 2389 **NAICS Title:** 2389-Other Specialty Trade Contractors

Doing Business As

ASPHALT ENTERPRISES, LLC

Former Business Names

ASPHALT PRESERVATION

ASPHALT PRESERVATION LLP

[<< Back to Search Results](#)

Business Name:

## Registered Principals

Name	Type	City	Status
ASPHALT PRESERVATION, LLC	Limited Liability Company	WEST HAVEN	Active

Position	Name	Address	
Manager	FERNANDO GAMA	5932 S 4300 W	HOOPER UT 84315
Manager	TIFFANY GAMA	3507 S 2700 W	West Haven UT 84401
Registered Agent	TIFFANY GAMA	3507 S 2700 W	West Haven UT 84401

If you believe there may be more principals, click here to [View Filed Documents](#)

Business Name:

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Paul Roberts, City Attorney  
**Date:** May 21, 2024  
**Subject:** **Amendments to Previously Approved Interlocal Agreement with Davis County and University of Utah Medical Center**

Approval of this motion authorizes the City staff to utilize the amended agreement, previously approved by the Council on March 19, 2024.

### RECOMMENDATION(S)

Staff recommends authorizing the utilization of the amended agreement.

Approval of this item via summary action will give staff the authorization to swap out the new agreement in place of the prior version.

### BACKGROUND

The Council previously approved this interlocal agreement in March 2024. The City's role in the interlocal is limited. After both the City and County governing bodies approved the agreement, the U of U requested that two changes be made to the agreement before they would execute it: (1) the City would be responsible for paint maintenance for the North portion of the intersection affected by this interlocal, and (2) sharper and updated plans be submitted with the agreement.

The agreement before you includes those two changes. If the council approves this amended agreement (which has not yet been executed), then we will replace the prior agreement with this amended version.

Respectfully submitted,



Paul Roberts  
City Attorney

Review and concur,



Brigham Mellor  
City Manager

**INTERLOCAL COOPERATION AGREEMENT  
RELATED TO RIGHT-OF-WAY IMPROVEMENTS**

This Interlocal Cooperation Agreement (the “Agreement”) is entered into by and between **DAVIS COUNTY**, a body corporate and politic of the State of Utah (“Davis County”), **UNIVERSITY OF UTAH**, a body politic and corporate of the State of Utah, on behalf of its University of Utah Hospitals and Clinics (“U of U Health”), and **FARMINGTON CITY**, a municipal corporation of the State of Utah (“Farmington”). Davis County, U of U Health, and Farmington may each be referred to herein as a “Party” and collectively as the “Parties.”

**RECITALS**

A. U of U Health, Davis County and Farmington are public agencies as defined by the Utah Interlocal Cooperation Act *Utah Code Ann.*, Section 11-13-101 et seq. (the “Interlocal Act”) and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

B. Davis County is expanding its Western Sports Park, formerly known as Legacy Events Center, located on the south side of Clark Lane at University Avenue in Farmington, Utah. As part of its development, Davis County has previously agreed to install a traffic signal and all necessary infrastructure for that signal’s installation (the “Improvements”) at the intersection of University Avenue and Clark Lane, in a development agreement dated May 9, 2023.

C. Davis County has prepared engineered drawings indicating all necessary construction for the installation of the Improvements. The engineered drawings are attached to this Agreement as **Exhibit A**.

D. The installation of the Improvements according to the plans will impact U of U Health’s property described on Exhibit B attached hereto (“U of U Health Property”) and the improvements located thereon. The Improvements include expansion of University Avenue located on the U of U Health Property.

E. This Agreement establishes the respective responsibilities and expectations of each party related to the Improvements.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. The Improvements. Davis County has prepared engineered plans for the signal and associated improvements (the “Improvements”), which plans are attached as **Exhibit A** and incorporated by this reference (the “Plans”). The Improvements include:

Interlocal Agreement between University of Utah, Davis County, and Farmington City Related to Right-of-Way Improvements at University Avenue and Clark Lane

- 1.1 A four-way traffic signal at the intersection of University Avenue and Clark Lane;
- 1.2 Installation of electrical infrastructure to support the four-way traffic signal;
- 1.3 Relocation of curb-ramps, curbs and sidewalks;
- 1.4 Relocation of the U of U Health monument sign, currently located on the Northwest corner of University Avenue and Clark Lane to a location approved by U of U Health in its sole discretion and in conformance with Farmington City code. If a new U of U Health monument sign is required because of the relocation, Davis County will pay for the cost of replacing such monument sign, including increasing the size of or elevating the sign as mutually agreed upon between U of U Health and Davis County.

Section 2. Davis County Responsibilities.

- 2.1 Davis County shall be solely responsible for the installation of the Improvements in connection with the construction of the Western Sports Park expansion.
- 2.2 Davis County shall apply for and comply with building, excavation and storm water pollution prevention plan (“SWPPP”) permits for the installation of the Improvements.
- 2.3 Davis County is solely responsible for financing the Improvements, and will ensure that all contractors and subcontractors that provide goods or perform services relating to the Improvements are paid in full and do not place any liens or claims against land owned by U of U Health.
- 2.4 For the Improvements located on the U of U Health Property, Davis County’s project manager will manage the construction of the Improvements and will coordinate closely with U of U Health’s project manager. Davis County shall cause the Improvements to be installed and constructed in accordance with the Plans in a good and workmanlike manner, free of liens, in accordance with a mutually agreed upon time frame to be determined in coordination with U of U Health, and in compliance with the requirements set forth in the Plans and applicable law. Davis County and its contractors shall only use such portion of the U of U Health Property as is reasonably necessary for such installation and construction. Davis County shall cause the contractor to promptly restore the U of U Health Property to as near its original condition, except for the Improvements constructed in accordance with the Plans, as is reasonably possible. If any property is damaged in connection with such work, Davis County will be responsible for the cost of repairing that damage. Davis County shall cause such repairs to be made promptly at no cost to U of U Health, in a good and workmanlike manner, free of liens, and in compliance with the requirements set forth in the Plans and applicable law. If such damages arise and Davis County fails to promptly cause such repairs to be made, U of U Health provides Davis County with a 60-day notice for Davis County to commence and continue making such repairs, and Davis County does not either (i) commence such repairs within 60 days from receiving the notice from U of U Health or (ii) does not reasonably continue making such repairs until complete, if such repairs are commenced within the 60-day period but are unable to be fully cured within the 60-day period, then U of U Health may make such repairs and Davis County shall reimburse U of U Health for all reasonably-incurred costs of

such repairs promptly following Davis County's receipt from U of U Health of an invoice for same and reasonable back-up documentation.

Section 3. Farmington City Responsibilities.

- 3.1 Farmington shall be responsible for overseeing building, excavation and SWPPP permits associated with the Improvements' installation.
- 3.2 Farmington shall be responsible for inspecting the Improvements, monitoring them through the warranty period, and accepting dedication of the Improvements at the conclusion of the warranty period.
- ~~3.3~~ Farmington shall be responsible for maintenance, upkeep and eventual replacement of the Improvements after their dedication to Farmington.
- ~~3.3.4~~ Farmington shall be responsible for maintaining the pavement striping depicted on Review Set C119, attached as Exhibit A, on U of U Health's property.

Section 4. U of U Health Responsibilities.

- 4.1 U of U Health shall permit Davis County and Farmington to enter their property as is reasonably necessary to install and inspect the Improvements.

Section 5. Consideration. The Parties agree that the installation and maintenance of the Improvements will be mutually beneficial to each other and to the traveling public. As such, the covenants and responsibilities identified in this Interlocal Agreement constitute adequate consideration for the Parties. Except for Davis County's obligation to finance the Improvements, no additional payments or consideration is contemplated by any Party for the impact of the Improvements' installation.

Section 6. Ownership. U of U Health will retain ownership of the U of U Health Property and any of the Improvements constructed thereon.

Section 7. Term. This Agreement shall commence upon the date that the last Party executes this Agreement and shall expire upon final acceptance of the completed Improvements and the expiration of any contractual warranties of Davis County, unless otherwise extended or terminated according to the terms of this Agreement.

Section 8. Covenants and Agreements.

8.1 Insurance. The Parties are governmental entities of the State of Utah and either carry insurance, have coverage through the Utah Counties Indemnity Pool ("UCIP"), or are self-insured up to the limits required by the State Risk Manager of the State of Utah and applicable law. Davis County and Farmington City shall require its contractors performing any work in connection with the Improvements, to carry insurance that meets or exceeds then-current insurance requirements for contractors hired by Davis County for construction projects of similar size and scope to the Improvements. The commercial general liability insurance carried by such contractors shall, if requested by U of U Health, list U of U Health as an additional insured.

8.2 Indemnification and Liability.

Interlocal Agreement between University of Utah, Davis County, and Farmington City Related to Right-of-Way Improvements at University Avenue and Clark Lane

(a) Governmental Immunity Retained. All Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the “Immunity Act”). No Party waives any defenses or limits of liability available under the Immunity Act and the applicable law. All Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(b) Indemnification. Subject to Subsection 8.2.a of this Agreement and Subsections 8.2.b.1 through 8.2.b.4 of this Agreement, Davis County agrees to indemnify, hold harmless, and defend U of U Health, *its* officers, agents, and employees (collectively “Indemnified Party”) against any and all claims, losses, damages, injuries, debts, and liabilities (collectively “Losses”) arising out of any third-party claim alleging: (i) Davis County’s breach of this Agreement; (ii) any negligent or more culpable acts or omissions of or by Davis County, its agents, representatives, officers, employees, or subcontractors in connection with the performance of its obligations under of this Agreement, including contractors; or (iii) the installation of the Improvements. Subject to Subsection 8.2.a of this Agreement and Subsections 8.2.b.1 through 8.2.b.4 of this Agreement, Davis County agrees to pay U of U Health all reasonable attorney’s fees, reasonable litigation and court costs, reasonable expert witness fees, and any reasonable sums expended by or assessed against U of U Health for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of U of U Health. Davis County further agrees that its indemnification obligations in this Section 8.2(b) will survive the expiration or termination of this Agreement.

(1) Notwithstanding anything to the contrary in Subsection 8.2.b of this Agreement, Davis County is not obligated to indemnify, hold harmless, or defend the Indemnified Party against any claim if such claim or corresponding Losses arise out of or result from, Indemnified Party’s: (i) negligence or more culpable act or omission; or (ii) failure to comply with any of its obligations set forth in this Agreement.

(2) Notwithstanding anything to the contrary in Subsection 8.2.b of this Agreement, the Indemnified Party shall give Davis County written notice (a “Claim Notice”) of any Losses or discovery of facts on which Indemnified Party intends to base a request for indemnification under Subsection 8.2.b of this Agreement within 120 days of such Losses or Indemnified Party’s discovery of facts on which Indemnified Party intends to base a request for indemnification under Subsection 8.2.b of this Agreement. Indemnified Party’s failure to timely provide a Claim Notice to Davis County under this subsection relieves Davis County of any liability that Davis County may have to Indemnified Party under Subsection.

(3) Notwithstanding anything to the contrary in Subsection 8.2.b of this Agreement, Davis County may assume, at its sole option, control of the defense, appeal, or settlement of any third-party claim (“Indemnified Claim”) by sending

written notice of the assumption to Indemnified Party on or before 120 days after receipt of a Claim Notice from the Indemnified Party to acknowledge responsibility for the defense of such Indemnified Claim and undertake, conduct, and control, through legal counsel of its own choosing and at Davis County's sole cost and expense, the settlement or defense thereof.

(4) Notwithstanding anything to the contrary in Subsection 8.2.b of this Agreement, if Davis County assumes control of the defense under Subsection 8.2.b.3 of this Agreement, the Indemnified Party: (i) shall fully cooperate with Davis County in connection therewith; and (ii) may employ, at any time, separate legal counsel to represent it; provided, that Indemnified Party is solely responsible for the costs and expenses of any such separate legal counsel.

(c) Indemnification. Farmington agrees to indemnify, hold harmless, and defend U of U Health, *its* officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) Farmington's breach of this Agreement; (ii) any acts or omissions of or by Farmington, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement and (iii) the maintenance of the Improvements. Farmington agrees that its duty to defend and indemnify U of U Health under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against Farmington for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of U of U Health related to the maintenance of the Improvements. Farmington further agrees that its indemnification obligations in this Section 8.2(c) will survive the expiration or termination of this Agreement.

## Section 9. Defaults and Remedies.

9.1 Event of Default. Failure of any Party to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the breaching Party on or before the expiration of a sixty (60) day period (or such longer period as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days) commencing upon the non-defaulting Party's written notice to the defaulting Party of the occurrence thereof shall constitute an Event of Default.

9.2 Remedies in the Event of Default. Upon the occurrence of any Event of Default, the non-defaulting Party may, in its sole discretion, and in addition to all other remedies conferred upon the non-defaulting Party by law or equity or other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other.



(a) Access bonds or other assurances provided by Davis County to complete the Improvements, with the balance of costs not covered by such assurances billed to Davis County; or

(b) Terminate this Agreement.

## Section 10. Miscellaneous

10.1 Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(e) No separate legal entity is created by the terms of this Agreement.

(f) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

(g) Any Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.

(h) The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.

10.2 Intentionally omitted.

10.3 Force Majeure. No Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. “Event of Force Majeure” means an

Interlocal Agreement between University of Utah, Davis County, and Farmington City Related to Right-of-Way Improvements at University Avenue and Clark Lane

event beyond the control of Farmington, Davis County, or U of U Health that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, pandemics, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of one-hundred eighty (180) days, any party may extend their obligations under this Agreement without liability or penalty, effective upon written notice to the other parties.

10.4 Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing to the individual holding the title identified in this section. Such notice may be via email, if acknowledged by the recipient. Otherwise, the notice shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows (or to such other address that may be designated by the receiving party from time to time) :

U of U Health: University of Utah  
Farmington Health Center  
165 N. University Ave.  
Farmington, UT 84025  
Attn: Justin Atkinson, Outpatient Services Director

With a Copy to: University Of Utah  
Office of General Counsel  
201 S. Presidents Circle, Room 309  
Salt Lake City, Utah 84112  
Attn: Kelly McBeain, Associate General Counsel

If to Farmington: Farmington City, City Manager  
160 S. Main  
Farmington, UT 84025

With a copy to: Farmington City, City Attorney  
160 S. Main  
Farmington. UT 84025

If to Davis County: Davis County, CED Director  
61 South Main  
Farmington, UT 84025

With a copy to: Davis County Attorney's Office, Civil Division  
28 E. State St.  
Farmington, UT 84025

10.5 Ethical Standards. The Parties each represent that they have not (a) provided an illegal gift in connection with this Agreement to any officer or employee of the other parties, Interlocal Agreement between University of Utah, Davis County, and Farmington City Related to Right-of-Way Improvements at University Avenue and Clark Lane

or former officer or employee of the other parties, or to any relative or business entity of an officer or employee of the other parties, or relative or business entity of a former officer or employee of the other parties; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State law or its own ordinances; or (d) knowingly influenced, and hereby promise that they will not knowingly influence, in connection with this Agreement, any officer or employee or former officer or employee of the other parties to breach any of the ethical standards set forth in State law or their own ordinances.

10.6 Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party, or agents for any Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

10.7 Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by all the Parties.

10.8 Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Davis, State of Utah.

10.9 No Obligations to Third Parties. The Parties agree that every Party's obligations under this Agreement are solely to the other Parties. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

10.10 Agency. No officer, employee, or agent of any Party is intended to be an officer, employee, or agent of any other Party. None of the benefits provided by any Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Parties. Any Party will each be solely and entirely responsible for its acts and for the acts of its officers, employees or agents during the performance of this Agreement.

10.11 No Waiver. The failure of any Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by any Party will not constitute a waiver as to any future breach.

10.12 Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

10.13 Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

Signatures Appear on Subsequent Pages

**DAVIS COUNTY**

A body corporate and politic of the State of Utah

By: \_\_\_\_\_

Bob J Stevenson, Chair

Davis County Board of County Commissioners

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Brian McKenzie

Davis County Clerk

The undersigned and authorized attorney of Davis County has reviewed this Agreement as to proper form and compliance with applicable law.

\_\_\_\_\_  
Davis County Attorney's Office, Civil Division

**UNIVERSITY OF UTAH**

a body politic and corporate of the State of Utah

By: \_\_\_\_\_  
Michael Good, MD  
Senior Vice President

ATTEST:

By: \_\_\_\_\_

The undersigned and authorized attorney of the State of Utah has reviewed and approved this Agreement as to proper form and compliance with applicable law.

\_\_\_\_\_  
Kelly McBeain, Associate General Counsel

**FARMINGTON CITY**  
A Utah Municipal Corporation

By: \_\_\_\_\_  
Mayor Brett Anderson

ATTEST:

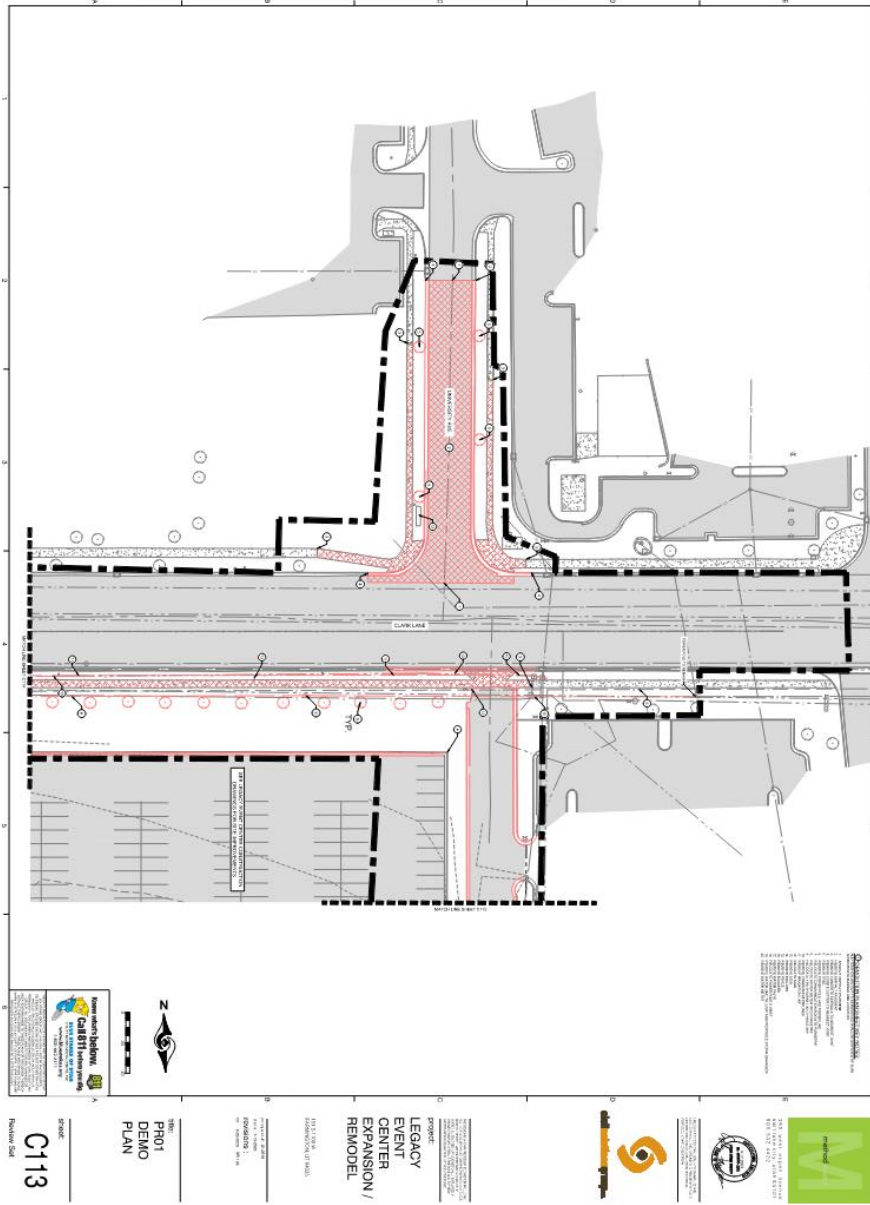
By: \_\_\_\_\_  
DeAnn Carlile, City Recorder

The undersigned and authorized attorney for Farmington City has reviewed and approved this Agreement as to proper form and compliance with applicable law.

\_\_\_\_\_  
Paul Roberts, City Attorney

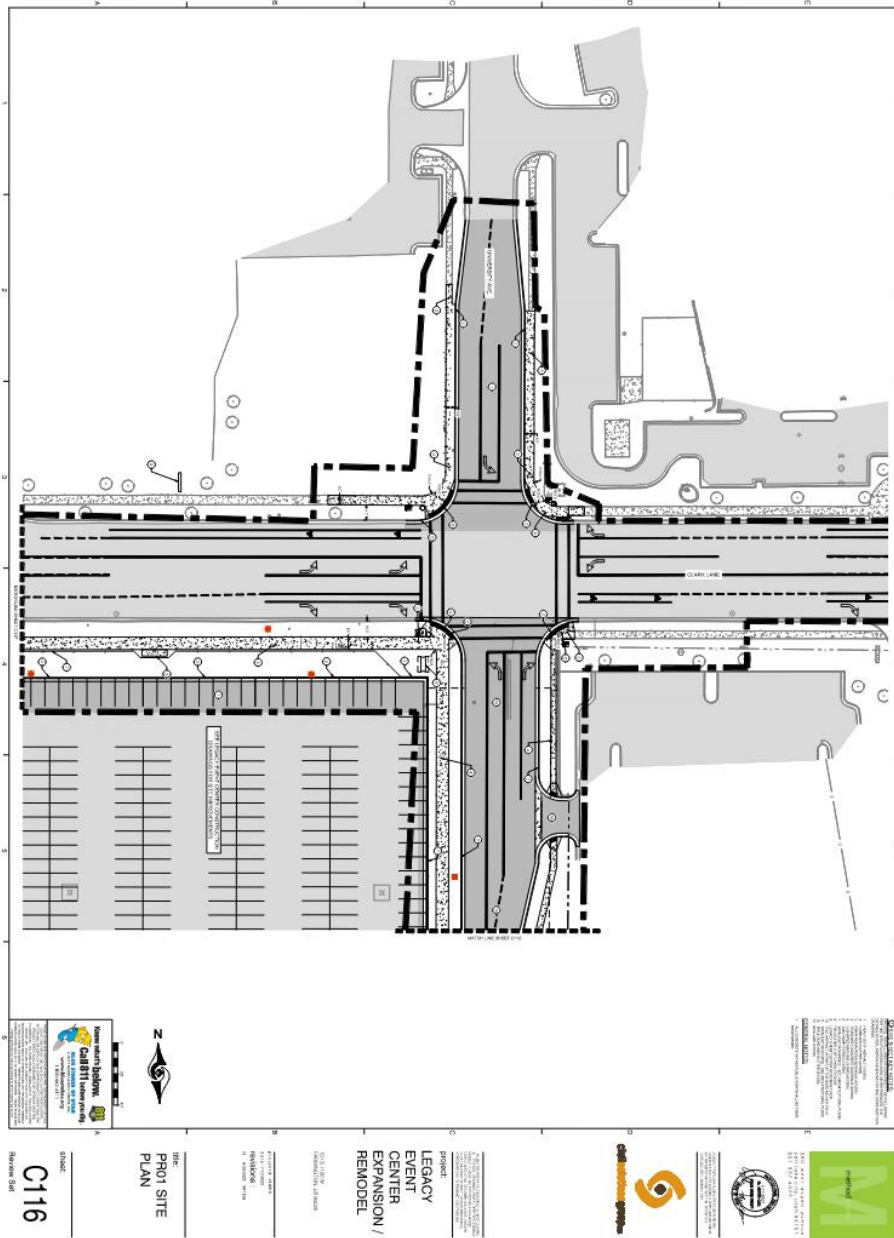
# EXHIBIT A

## ENGINEERED PLANS FOR THE IMPROVEMENTS



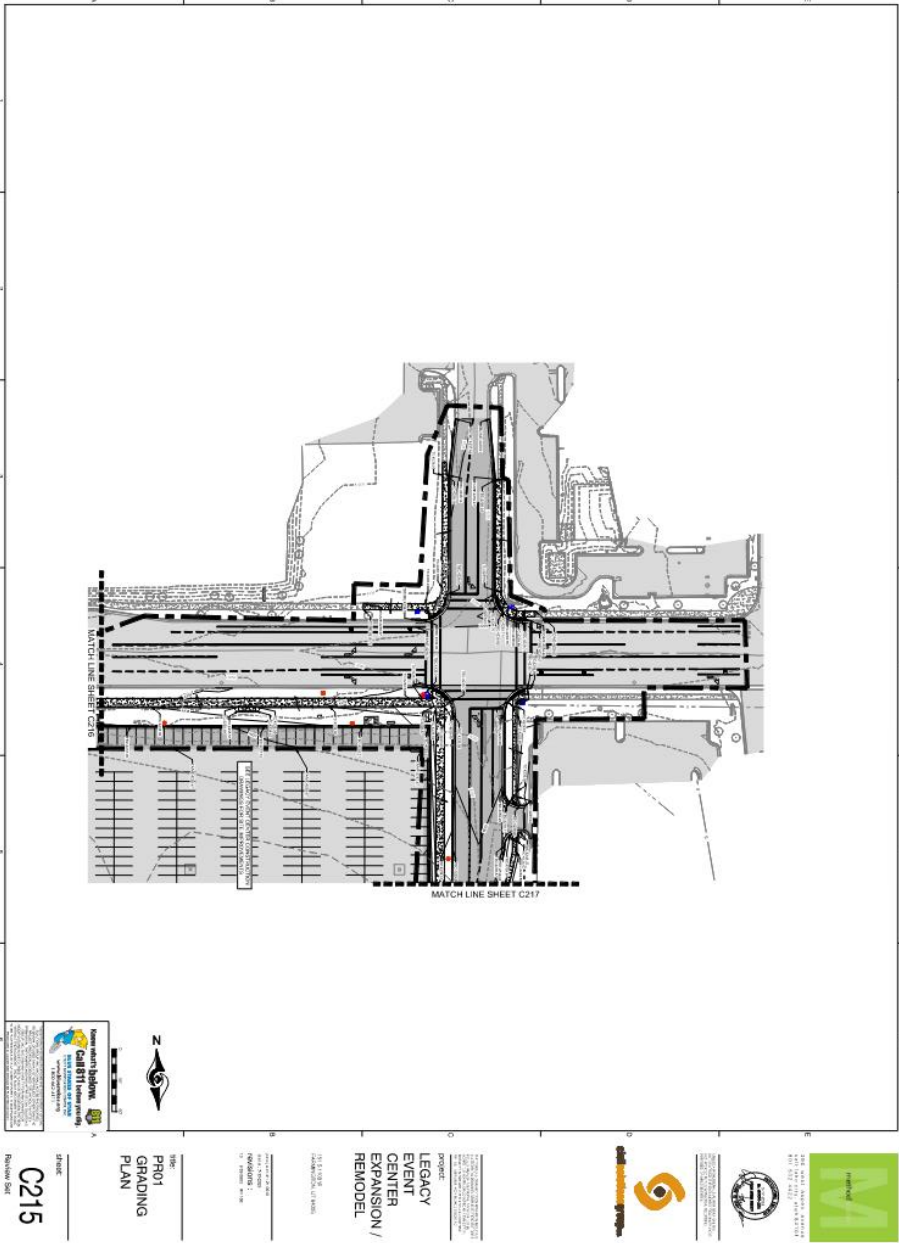
Interlocal Agreement between University of Utah, Davis County, and Farmington City Related to Right-of-Way Improvements at University Avenue and Clark Lane



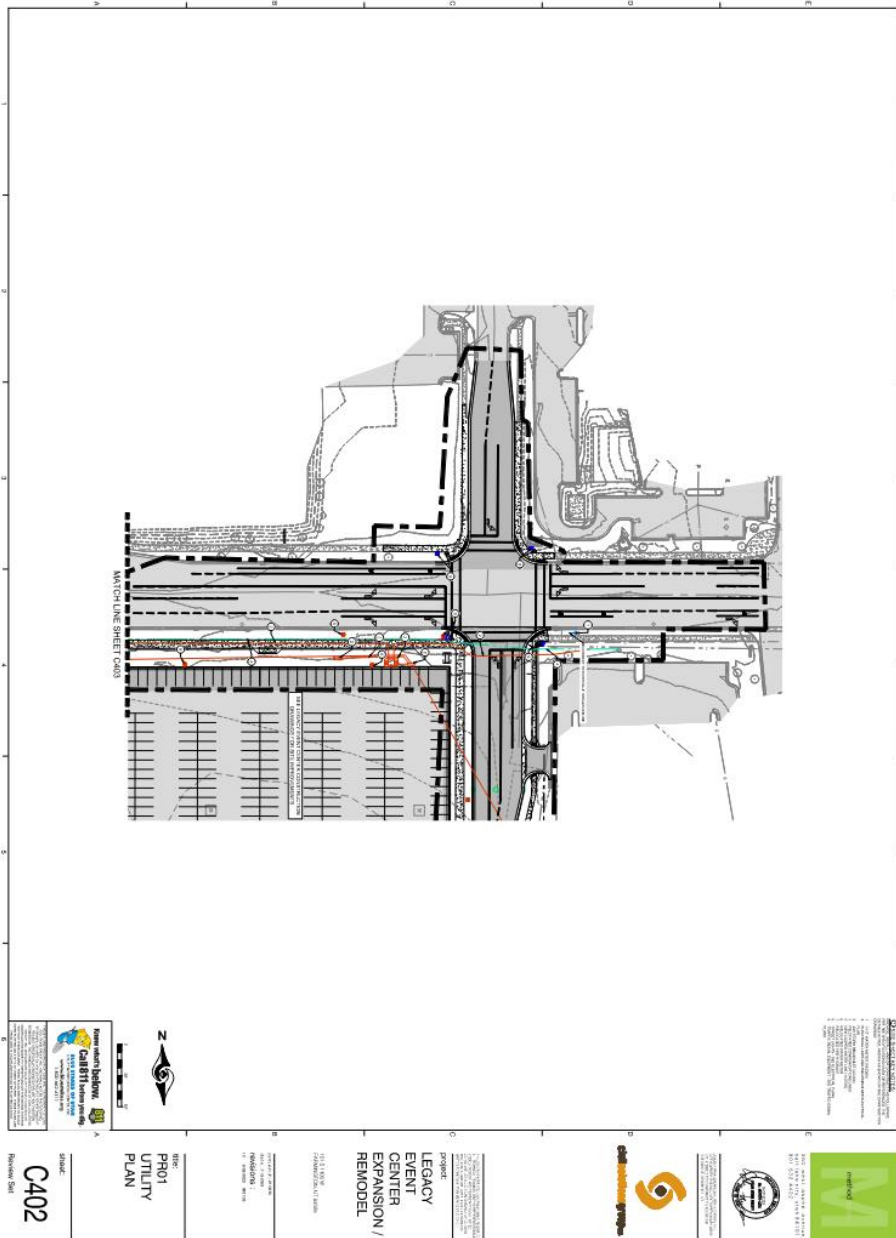


Interlocal Agreement between University of Utah, Davis County, and Farmington City Related to Right-of-Way Improvements at University Avenue and Clark Lane





Interlocal Agreement between University of Utah, Davis County, and Farmington City Related to Right-of-Way Improvements at University Avenue and Clark Lane

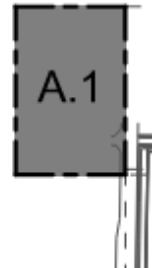


Interlocal Agreement between University of Utah, Davis County, and Farmington City Related to Right-of-Way Improvements at University Avenue and Clark Lane

# SHEET KEYNOTES

- 1 UOFU HEALTH MONUMENT SIGN TO BE RELOCATED WEST, INTERCEPT EXISTING CONDUIT AND PROVIDE NEW IN-GRADE J-BOX EQUAL TO CHRISTY B1730 AT APPROXIMATE LOCATION. FIELD COORDINATE EXACT LOCATION OF J-BOX PRIOR TO WORK.
- 2 PROVIDE 1-1/4" CONDUIT FROM NEW IN-GRADE J-BOX TO NEW LOCATION OF UOFU HEALTH MONUMENT SIGN IN-GRADE J-BOX WITH (2)#10THWN-2, (1) #10 THWN-2, GND. AND RE-CONNECT SIGN. FIELD COORDINATE EXACT LOCATION AND ROUTING PRIOR TO WORK.
- 3 EXTEND CONDUIT FROM EXISTING JUNCTION TO NEW TRANSFORMER PAD. VERIFY EXACT ROUTE AND LOCATION WITH ROCKY MOUNTAIN POWER.
- 4 ROUTE NEW SECONDARY CONDUIT TO EXISTING METER BASE AND REMOVE WEATHERHEAD ONCE ROCKY MOUNTAIN POWER HAS DISCONNECTED THE EXISTING OVERHEAD SERVICE CABLING.
- 5 EXISTING SINGLE PHASE DISTRIBUTION CABINET.

# KEYPLAN



## LEGACY EVENTS CENTER EXPANSION / REMODEL

1049 W Clark Ln.  
Farmington, UT 84025

project#: 21.0510  
date: JULY 10 2023

revisions :

2	ADDENDUM #1	08/07/23
13	PRINT	10/10/23

title:

**ENLARGED  
SITE  
ELECTRICAL  
PLAN - AREA  
'A.1'**

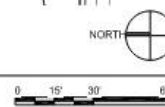
sheet:

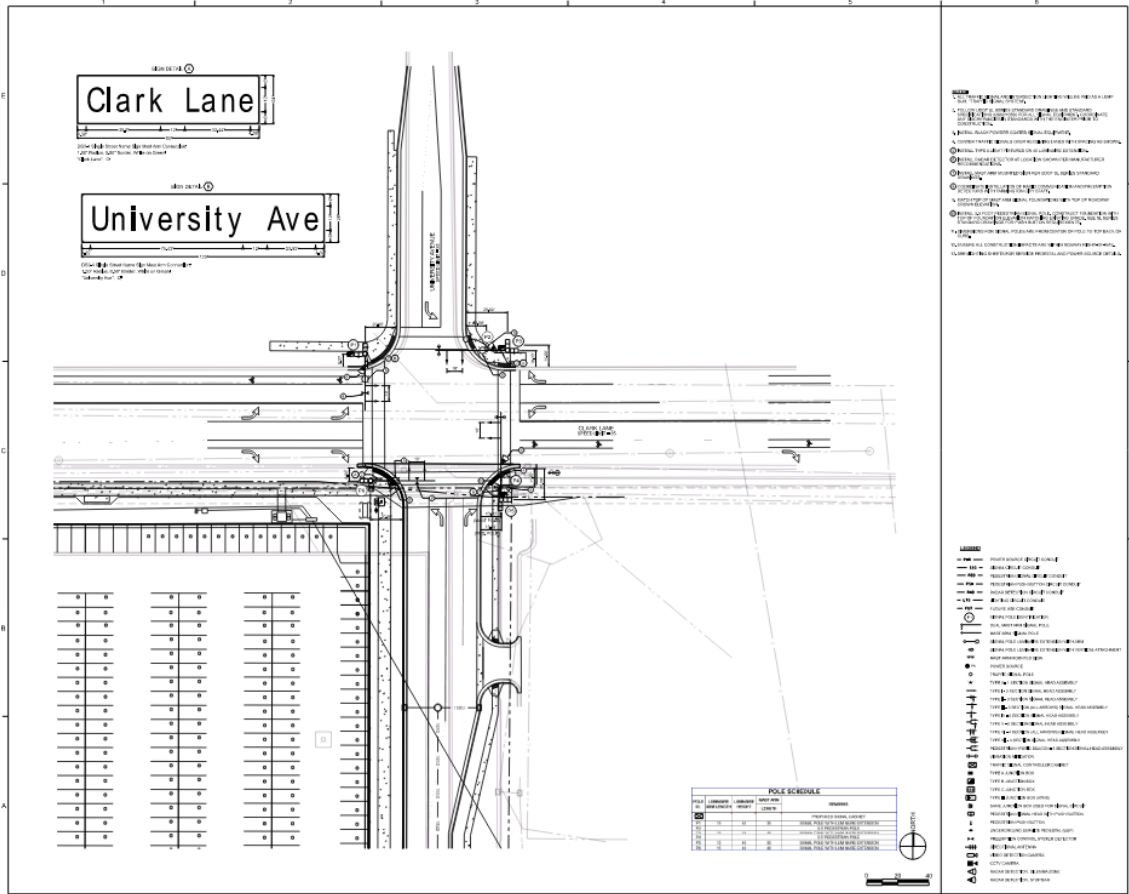
**ES101A.1**

CONFORMED SET

**A5** ENLARGED SITE ELECTRICAL PLAN - AREA 'A.1'

SCALE: 1" = 30'-0"



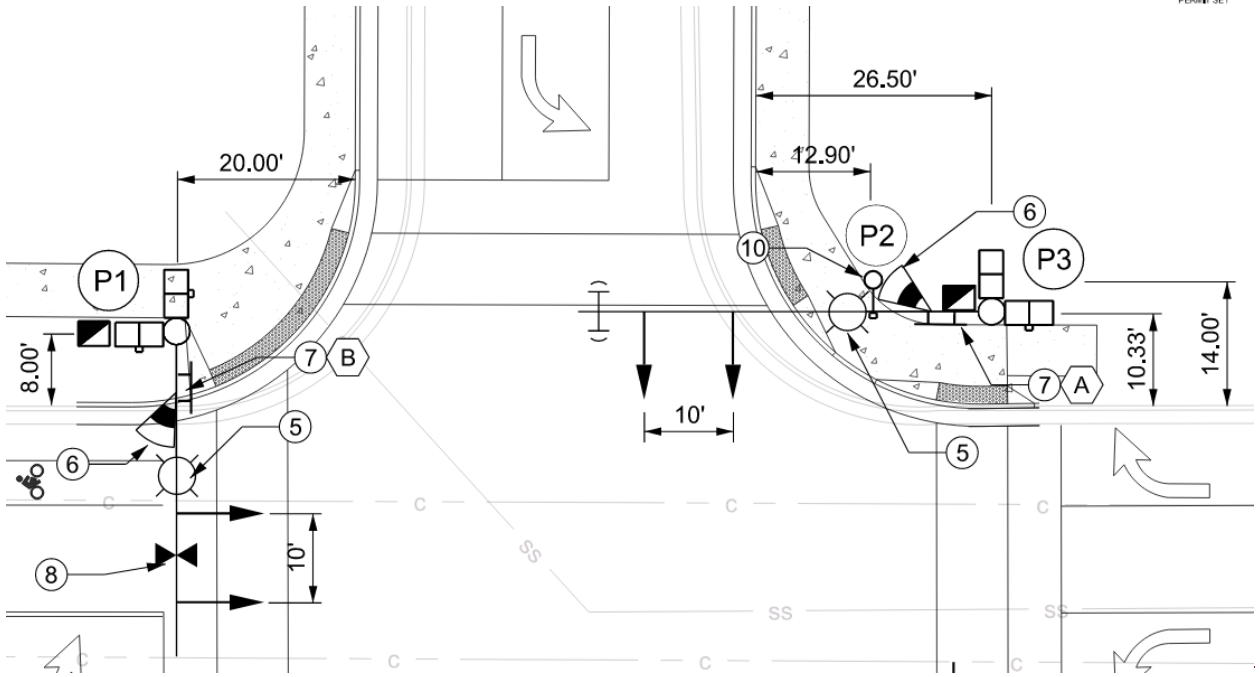


**M**  
METROPOLITAN AREA COUNCIL  
100 EAST 4000 AVENUE  
SALT LAKE CITY, UTAH 84143  
TEL: 325-4400

**LOCHNER**  
ENGINEERING & CONSTRUCTION  
1000 EAST 1000 SOUTH  
SALT LAKE CITY, UTAH 84143  
TEL: 325-4400

PROJECT:  
**LEGACY EVENTS CENTER  
EXPANSION /  
REMODEL**

SHEET NO.:  
**SG01**  
PERMIT SET



Interlocal Agreement between University of Utah, Davis County, and Farmington City Related to Right-of-Way Improvements at University Avenue and Clark Lane

**EXHIBIT B**  
**U OF U HEALTH PROPERTY**

ALL OF LOT 2, PARK LANE SUBDIVISION

Cont. 13.68900 Acres

Davis County Parcel ID: 085-97-0002



## CITY COUNCIL STAFF REPORT

**To: Mayor and City Council**  
**From: Holly Gadd, Human Resource**  
**Date: May 21, 2024**  
**Subject: Pick-Up Contribution for Public Safety and Firefighter Tier II Employees**

### RECOMMENDATION(S)

Approve the enclosed resolution to pick-up the employee contributions required to be paid for employees participating in the Public Safety and Firefighter Tier II Contributory Retirement System.

### BACKGROUND

Due to the cost of the retirement plan enhancements, contributions to the Tier II Public Safety and Firefighter Hybrid Retirement System have increased to a total cost of 16.59% of an employee's salary, with employers required to pay 14%. If the employer picks up part of the contribution, the employee is responsible for the difference of 4.73% and the amount the employer picks up. Federal and State law, including Section 414(h)(2) of the Internal Revenue Code, states that employers may take formal action to pick up required employee contributions, which will be paid by the employer in lieu of employee contributions. In order to stay competitive in hiring and retaining Public Safety employees and Firefighters, the city would like to pick up the 4.73% required to be paid for all city employees participating in the Public Safety and Firefighter Tier II Hybrid Retirement System.

**Respectfully submitted,**



**Holly Gadd**  
**Human Resources**

**Review and concur,**



**Brigham Mellor**  
**City Manager**



**RESOLUTION NO. 2024- \_\_\_\_\_**

**A RESOLUTION PROVIDING FOR THE "PICK-UP" OF REQUIRED EMPLOYEE CONTRIBUTIONS OF EMPLOYEES WHO ARE ELIGIBLE FOR AND PARTICIPATE AS MEMBERS IN THE NEW PUBLIC SAFETY AND FIREFIGHTER TIER II CONTRIBUTORY RETIREMENT SYSTEM**

**WHEREAS**, the Utah Retirement Systems are established by State statutes and are intended to provide a meaningful retirement benefit to employees who have chosen a career in public service; and

**WHEREAS**, in accordance with federal and state law, including Section 414(h)(2) of the Internal Revenue Code, employers may take formal action to pick up required employee contributions, which will be paid by the employer in lieu of employee contributions; and

**WHEREAS**, the city desires to formally pick up the employee contributions required to be paid under Subsection 49-23-301(2)(c), as enacted in S.B. 56, Public Safety and Firefighter Tier II Retirement Enhancements (2020 General Session), for all city employees participating in the New Public Safety and Firefighter Tier II Contributory Retirement System; and

**WHEREAS**, the picked up contributions will not be included in the gross income of the employees for tax reporting purposes, that is, for federal or state income tax withholding taxes, until distributed from the Utah Retirements Systems, so that the contributions are treated as employer contributions pursuant to Section 414(h)(2) of the Internal Revenue Code.

**WHEREAS**, that from and after the date of this pick up, a city employee may not have a cash or deferred election right with respect to the designated employee contributions, including that the employees may not be permitted to opt out of the pick-up and may not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the city on behalf of its employees to the Utah Retirement Systems.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, AS FOLLOWS:**

**Section 1. Election Pick up.** Farmington City hereby formally agrees to pick up 4.73% of the required employee contributions for employees who are members of the Public Safety and Firefighter Tier II Contributory Retirement System,.

**Section 2. Severability.** If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

**Section 3. Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 21ST DAY OF MAY, 2024.**

**ATTEST:**

**FARMINGTON CITY**

\_\_\_\_\_  
DeAnn Carlile  
City Recorder

**By:**\_\_\_\_\_  
Brett Anderson  
Mayor



Utah Retirement Systems  
 PO Box 1590  
 Salt Lake City, UT 84110-1590  
 801-366-7318 | 800-753-7318  
 www.urs.org

# Employer Election To Pick-Up Member Contributions

## Tier 2 Public Safety and Firefighter Contributory System

**Instructions:**

1. This form is designed to notify URS of an Employer's formal election to pick-up Member retirement contributions for Tier 2 Public Safety and Firefighter Employees.
2. This form and accompanying documentation must be returned to URS for processing.
3. A pick-up election is subject to federal law, resulting in tax and legal consequences, including limitations about the ability to modify or revoke the election. For information regarding employer pick-up contributions, please refer to federal law and guidance, including Internal Revenue Code Section 414 and IRS Revenue Ruling 2006-43. If you would like to update the *Employer Election to Pick-Up Member Contributions* form on file for your Tier 2 Public Safety and Firefighter employees, please input the total amount you are electing to pick-up. By submitting this information, it will amend your previous election, and it cannot be less than the previous pick-up amount.
4. An Employer should consult its legal, financial, and tax advisors if it has any questions concerning the consequences of Member contribution pick-ups and submitting this form.

<b>SECTION A » EMPLOYER INFORMATION</b>		
Employer Name <b>Farmington City</b>	Employer Number <b>347</b>	Date <b>05/09/2024</b>
Desired Effective Date: <u>07/01/24</u> (The effective date must be after the date that the pick-up election was formally adopted as provided in the attached documentation.)		
<b>SECTION B » PICK-UP AMOUNT(S)</b>		
<p><b>The above-named Employer certifies that it has taken formal action to provide that the contributions on behalf of its covered employees in the following URS System, although designated as employee contributions, will be paid by the employer in lieu of employee contributions. (Check the box and fill in the portion of employee contributions picked-up for each class of employees below.)</b></p> <p><b>Please also attach written documentation to this form that provides evidence that the Employer formally elected to prospectively pick-up specified employee contributions.</b> (For example, ordinance, resolution, governing body meeting minutes, etc.)          Note: If you are picking-up contributions for public safety, and firefighter employees, check all the boxes</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Tier 2 Public Safety and Firefighter Contributory Retirement System, with the following pick-up election that will be paid by the Employer in lieu of employee contributions for members serving as a <b>Public Safety Officer</b>:             <ul style="list-style-type: none"> <li>o <u>4.73</u> % of salary. (*e.g., 4.73% of salary)</li> </ul> </li> <li><input checked="" type="checkbox"/> Tier 2 Public Safety and Firefighter Contributory Retirement System, with the following pick-up election that will be paid by the Employer in lieu of employee contributions for members serving as a <b>Firefighter</b>:             <ul style="list-style-type: none"> <li>o <u>4.73</u> % of salary. (*e.g., 4.73% of salary)</li> </ul> </li> </ul> <p><small>*These amounts are the required Member Contribution Rates effective July 1, 2024. Employers are not required to pay the full Member Contribution rate and may pick up a percentage of salary. The percentages included by the Employer may not exceed the required Member Contribution rate and cannot be less than the amount previously picked-up by the Employer.</small></p>		
<b>SECTION C » CERTIFICATION AND SIGNATURE</b>		
<p>I acknowledge, certify and understand the following:</p> <ul style="list-style-type: none"> <li>» I represent and have the authority to sign and submit this form on behalf of the Employer;</li> <li>» The Employer has taken all appropriate and necessary actions to make a formal Employer pick-up regarding employee contributions on behalf of its employees;</li> <li>» The election to pay for the Employee contributions shall constitute an Employer pick-up of designated contributions pursuant to Internal Revenue Code Section 414(h);</li> <li>» From and after the date of the pick-up election, an Employee may not: 1) have a cash or deferred election right with respect to designated Employee contributions; 2) be permitted to opt out of the pick-up; or 3) have the option of choosing to receive or receiving the contributed amounts directly instead of having them paid by the Employer to the specified system/plan;</li> <li>» In order for contributions to be considered paid by the employer, and therefore not subject to Social Security and Medicare tax (FICA), the Employer contributions: 1) Must be mandatory for all Employees covered by the retirement system; and 2) Must be a salary supplement and not a salary reduction—In other words, the Employer must not reduce employee salary to offset the amount designated as employee contributions;</li> <li>» Future modifications to this Employer election may be disallowed or limited;</li> <li>» The election authorized to be taken by the foregoing is not contrary to any governing provisions of the Employer;</li> <li>» I understand that URS is not providing the Employer legal, financial, or tax advice relating to making a "pick-up" election or submitting this form;</li> <li>» The information provided on this form and attached documentation is correct and can be relied upon by URS; and</li> <li>» I agree that the Employer will indemnify URS from and against any claims or other liability including attorney fees based upon the Employer's failure to comply with pick-up election requirements.</li> </ul>		
Printed Name of Employer Representative (Binding Official)	Signature of Binding Official	Title