

## **CITY COUNCIL MEETING NOTICE AND AGENDA**

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, June 3rd, 2025** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 6:00 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)

### **COMBINED WORK SESSION WITH PLANNING COMMISSION - 6:00 p.m.**

- Parks & Recreation Master Plan presentation
- Budget Discussion

### **REGULAR SESSION - 7:00 p.m.**

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

- Invocation – Roger Child, Councilmember
- Pledge of Allegiance – Scott Isaacson, Councilmember

#### **PRESENTATIONS:**

- Update from Davis County Commissioner John Croft

#### **BUSINESS:**

- Appointment of Shelby Willis as Fire Department Chief and administration of the Oath of Office **3**
- Landmark Register Designation Request - James H Wilcox home **6**
- Zone Text Amendment to Chapter 11-35, Home Occupation Permitted Uses **18**
- Budget Discussion.

#### **SUMMARY ACTION: **19****

1. Surplus Property **24**
2. The Trail – Evergreen Subdivision Amended Plat **26**
3. Chip Seal FY 2026 Road Maintenance Project Bid **30**
4. Crack Seal FY 2026 Road Maintenance Project Bid **48**
5. Onyx FY 2026 Road Maintenance Project Bid **68**
6. Overlays FY 2026 Road Maintenance Project Bid **88**
7. Approval of Minutes 05.20.25 **109**

#### **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/pmn](http://www.utah.gov/pmn). Posted on May 29, 2025*

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Appointment of Shelby Willis as Fire Department Chief and administration of the Oath of Office

PRESENTED BY: Brigham Mellor, City Manager

DEPARTMENT: Administration

MEETING DATE: June 3, 2025

## **CITY COUNCIL STAFF REPORT**

**To:** Mayor and City Council  
**From:** Brigham Mellor  
**Date:** 04/03/2025  
**Subject:** **Appointment of Shelby Willis as Fire Chief of the Farmington Fire Department**

### **RECOMMENDATION(S)**

Appoint Shelby Willis as Farmington's New Fire Chief and carry out the oath of office.

### **BACKGROUND**

With the recent retirement of Chief Rich Love, an extensive search was done for the right candidate to fill that role. We received a high level of interest in the position – we met with several qualified candidates.

I can confidently state that no one is better suited to be the next Chief of FFD than Shelby Willis. She has been a firefighter for 27 years. She has had a long career, including service in the US Air Force. She obtained a Bachelor's degree in Psychology from the University of South Florida and a master's degree in Emergency Management from Eastern Kentucky University.

In 2018, Chief Willis left a 20-year career at Largo Fire Rescue in Florida, where she served as the department's Chief, to come to Utah and serve as Deputy Fire Chief in Ogden. She is exceptionally bright and well-regarded in the fire service. Throughout her career, she has held leadership roles for over 20 years. I have learned a great deal from her already – I am excited about the influence she will have on this department.

Pending council approval, her start date will be June 23<sup>rd</sup>; however, I would like to include her in a number of issues the department is facing in the interim.

I want to thank BC Chris Winter for stepping up as Interim Chief and Assistant City Manager Chad Boshell for his help in identifying the right candidate for this position.

Respectfully submitted,



Brigham Mellor  
City Manager

**RESOLUTION 2025-\_\_**

**A RESOLUTION DESIGNATING AND APPOINTING A NEW FIRE CHIEF FOR FARMINGTON CITY, UTAH.**

**WHEREAS**, the Mayor and/or City Council for Farmington City have the right to appoint qualified persons to appointive offices as provided in the Municipal Code of the City; and

**WHEREAS**, the City Council desires now to appoint a certain individual to the appointed office as more particularly provided herein below.

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

**Section 1.     Appointment.** The following individual is hereby appointed to the following designated office within Farmington City. The person appointed shall serve at the pleasure of the City Council and their appointment shall be subject to the ordinance, rules and regulations of Farmington City, and the laws of the State of Utah.

Farmington Fire Chief – Shelby Willis

**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 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 3<sup>rd</sup> DAY OF JUNE, 2025.**

**ATTEST:**

**FARMINGTON CITY**

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

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



# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Landmark Register Designation Request - James H Wilcox home

PRESENTED BY: David Petersen, Community Development Director

DEPARTMENT: Community Development

MEETING DATE: June 3, 2025

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** David Petersen – Community Development Director  
**Date:** 06/03/2025  
**Subject:** Landmark Register Designation Request—James H. Wilcox Home

### RECOMMENDATION

Move that the City Council adopt the enclosed ordinance designating the James H. Wilcox home as an historic resource on the Farmington City Historic Landmark Register.

#### Findings:

1. The James H. Wilcox Home is located within the corporate boundaries of Farmington City.
2. It currently is officially determined to be eligible for listing in the national register of historic places (the "national register").
3. The James H. Wilcox Home meets 5 [**in bold—a, b, c, d, and e**] of the 7 criteria below necessary for Landmark Register Designation [note: only compliance with two of the seven criteria is required].
  - a. **It is an easily identifiable visual feature of its neighborhood or the city because of its positioning, location, age, scale or style, and it contributes to the distinctive quality or identity of its area in such a way that its absence would negatively affect the area's sense of place;**
  - b. **It figures importantly into Farmington City's founding or development through its uses, especially public uses;**
  - c. **It is associated with persons significant in the founding or development of Farmington City, especially the earliest settler families (1847 - 1900);**
    - James H. Wilcox was Farmington City's Mayor 1892 to 1896.
  - d. **It is associated with events that have made a significant contribution to the founding or development of Farmington City;**
  - e. **It illustrates an important architectural form, style or building technique, especially as an example of "local vernacular" (e.g., single- and two-story rock/adobe homes; simple brick Victorians) or as a singular example of form, style or technique within the city;**
  - f. It has been used as a wayfinding landmark for at least fifty (50) years;
  - g. It has yielded, or may be likely to yield, information important in prehistory or history (e.g., archaeological sites).

### BACKGROUND

The Farmington City Mayor and City Council received the attached request from David Barney, Chair of the Farmington City Historic Preservation Commission (FCHPC), to

designate the James H. Wilcox home at 1149 S 200 E as an historic resource on the Farmington City Historic Landmarks Register pursuant to Chapter 39 of the City's Zoning Ordinance.

Regarding such designation, Section 11-39-050 E. paragraphs 2., 3., and 4. state:

2. Upon written request for designation, the historic preservation commission chairperson shall arrange for the designation to be considered at the next historic preservation commission meeting, which shall be held at a time not to exceed thirty (30) days from the date the designation request was received.
3. A decision by the historic preservation commission shall be based on whether the property meets the criteria for designating properties to the register as set forth in subsection C of this section [see the above findings]. The historic preservation commission shall forward its recommendation in writing to the city council within fourteen (14) days of the decision.
4. The city council may, by adoption of an appropriate ordinance, designate a historic resource to the register. The owner of the historic resource shall be notified at least three (3) days prior to the city council meeting at which the ordinance will be considered and shall be allowed to address the council with regard to the designation. Following designation, a notice of such shall be mailed to the owners of record together with a copy of this chapter.

The FCHPC reviewed David Barney's request on May 19, 2025, and the above motion reflects their determination and recommendation.

**Supplemental Information**

1. Vicinity Map.
2. David Barney letter of request, 5.13.2025.
3. Ordinance designating the James H. Wilcox home as an historic resource on the City Farmington City Historic Landmark Register.

Respectfully submitted,

*David E. Petersen*

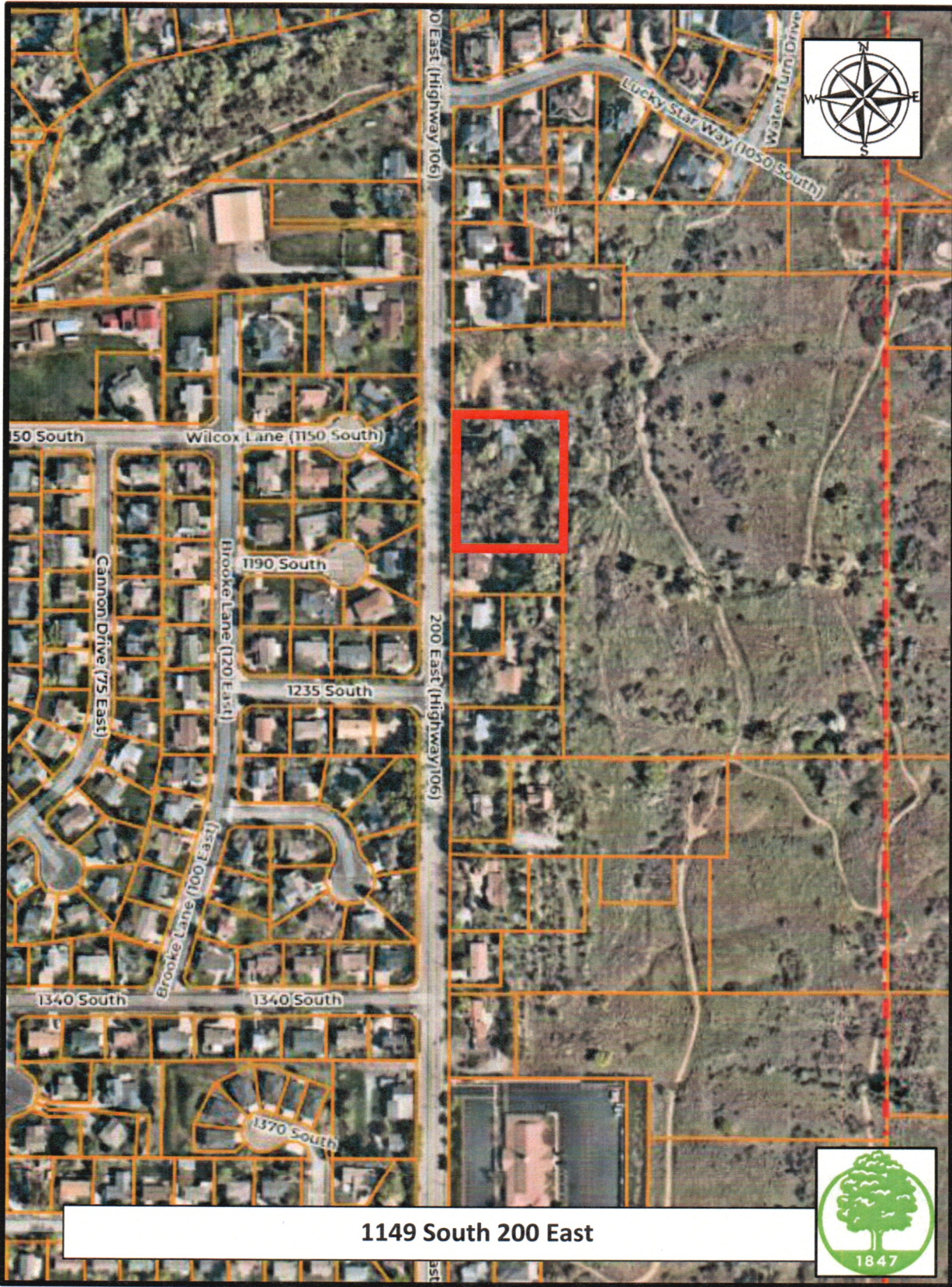
David Petersen  
Community Development Director

Review and concur,

  
Brigham Mellor  
City Manager



Vicinity Map



1149 South 200 East







160 S Main  
Farmington Utah 84025

May 13, 2025

RE: James H. Wilcox Home Landmarks Register Designation Request

Dear Mayor Brett Anderson and members of the Farmington City Council:

As a member and Chair of the Farmington City Historic Preservation Commission I am requesting that the City designate the James H. Wilcox home at 1149 S 200 E as an historic resource on the Farmington City Historic Landmarks Register pursuant to Chapter 39 of the City's Zoning Ordinance. James H. Wilcox was Farmington City's first mayor (1892 – 1896), and information from the Utah State Historic Preservation Office confirms that his home, constructed in 1890 (Davis County recorded the year it was built as 1860), became officially eligible for the National Register of Historic Places in 05/2017.

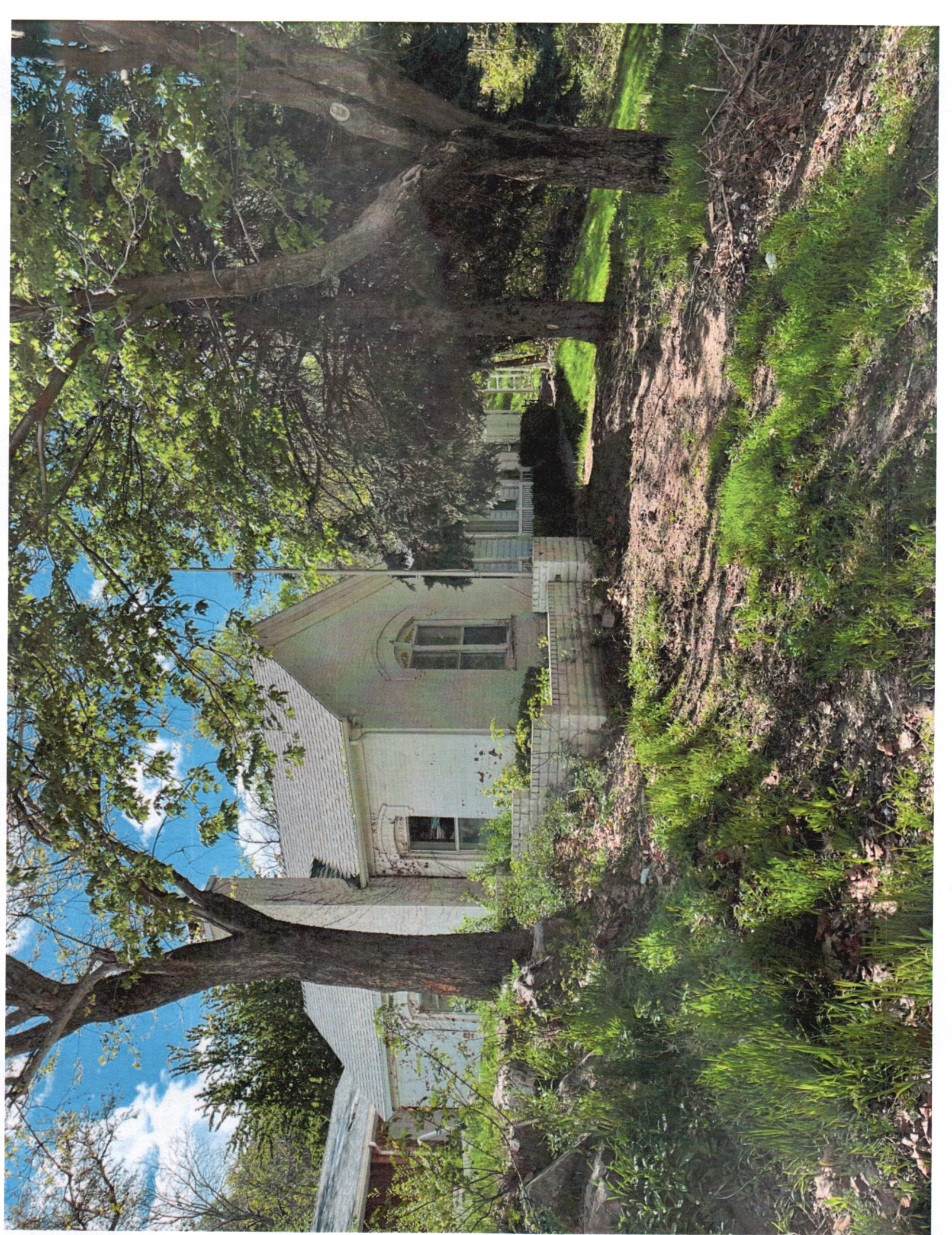
Thank you for your consideration of this request—attached are four recent photos of the site. If you have any questions, you are welcome to contact me at [dbarney@farmington.utah.gov](mailto:dbarney@farmington.utah.gov) (or at 801-706-7512).

Sincerely,

David Barney, Chairman  
Farmington City Historic Preservation Commission

Cc: Brigham Mellow, City Manager  
David Petersen, Community Development Director





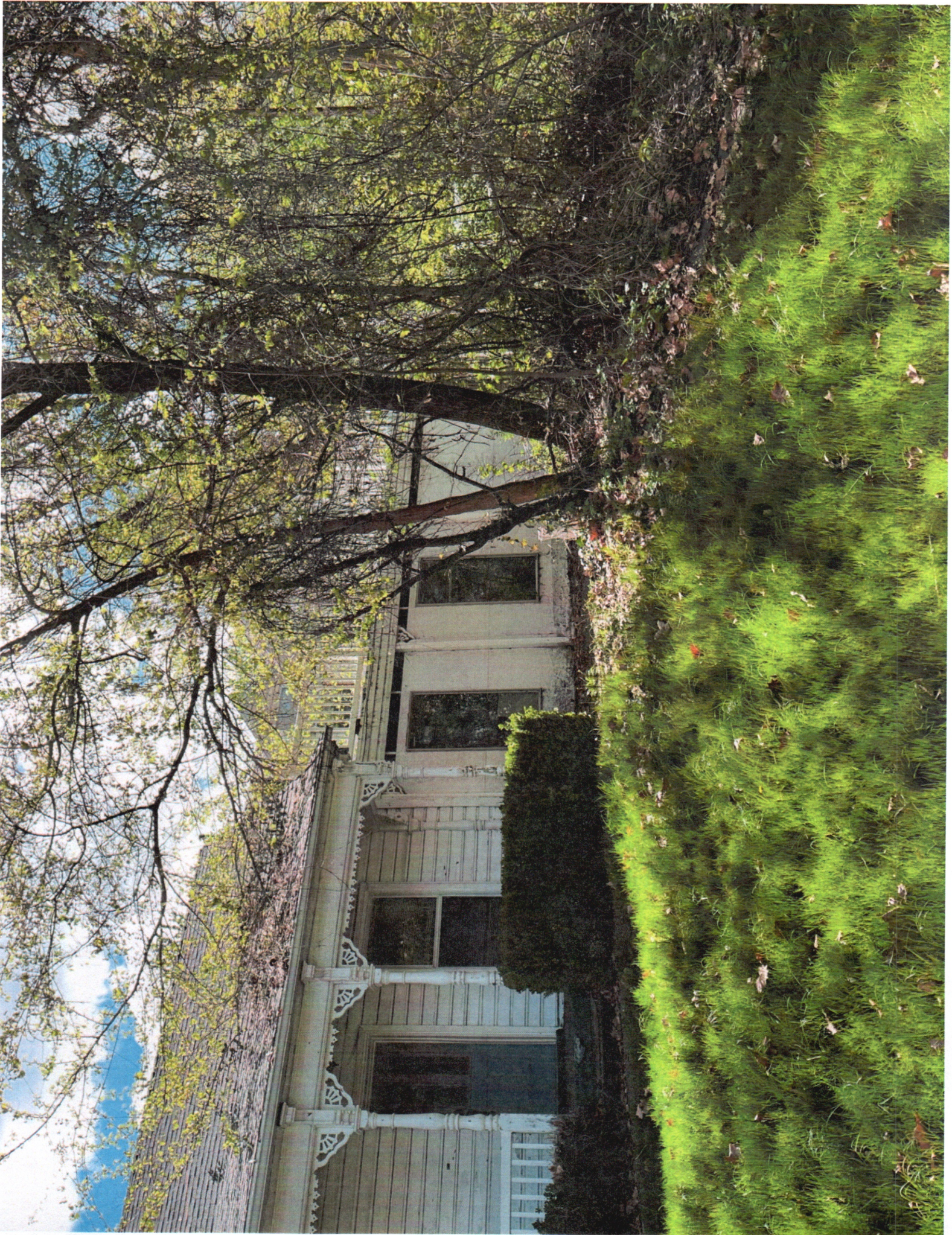














**FARMINGTON, UTAH**

**ORDINANCE NO. 2025 - \_\_\_\_**

**AN ORDINANCE OF THE FARMINGTON CITY COUNCIL DESIGNATING THE JAMES H. WILCOX HOME AS AN HISTORIC RESOURCE ON THE FARMINGTON CITY HISTORIC LANDMARKS REGISTER.**

**WHEREAS**, the Farmington City Council recognizes that the historical heritage of the Farmington community is among its most valued and important community assets; and

**WHEREAS**, the designation of an Historic Resource to the Farmington City Historic Landmarks Register serves to protect that historic resource and to preserve Farmington's historical heritage; and

**WHEREAS**, the James H. Wilcox home is currently eligible for listing on the National Register of Historic Places; and

**WHEREAS**, the Farmington City Historic Preservation Commission finds that the James H. Wilcox home satisfies the criteria governing the designation of Historic Resources to the Farmington City Historic Landmark Register and has recommended to the Farmington City Council that the James H. Wilcox home be so designated;

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

**Section 1. Designation.** The James H. Wilcox home on the property identified and described in **Exhibit A** attached hereto, and by the referenced made a part hereof, is hereby designated as an Historic Resource on the Farmington City Historic Landmark Register.

**Section 2. Notice of Listing.** A notice of designation shall be mailed to the owner of record of the property set forth in Exhibit A together with a copy of Chapter 39 of the Zoning Ordinance titled "Historic Buildings and Sites".

**Section 3. Recordation.** The Farmington City Historic Preservation Commission shall record this ordinance with the City Recorder's Office and the Davis County Recorder's Office

**Section 4. Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

**Section 5. Effective Date.** This Ordinance shall become effective twenty (20) days after publication or posting, or thirty (30) days after passage, whichever occurs first.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,  
STATE OF UTAH, THIS 3<sup>rd</sup> DAY OF June, 2025.**

**FARMINGTON CITY**

ATTEST:

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

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

**Exhibit A**

**Parcel I.D. Number/Legal Description**

**070590121**

BEG AT A PT 907.50 FT N ALG 1/4 SEC LINE FR S 1/4 COR OF SEC 30-T3N-R1E, SLM; &  
RUN TH W 233.6 FT, M/L, TO E LINE OF A HWY; TH N 271 FT ALG SD HWY; TH E  
233.6 FT, M/L, TO 1/4 SEC LINE; TH S 271 FT ALG SD 1/4 SEC LINE TO POB. CONT.  
1.453 ACRES

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Zone Text Amendment to Chapter 11-35, Home Occupation Permitted Uses

PRESENTED BY: Lyle Gibson

DEPARTMENT: Community Development

MEETING DATE: June 3, 2025

**CITY COUNCIL STAFF REPORT**

**To: Mayor and City Council**  
**From: Lyle Gibson – Assistant Community Development Director**  
**Date: 6/3/2025**  
**Subject: Zone Text Amendment to Chapter 11-35 – Home Occupation Permitted Uses.**

**RECOMMENDED MOTION**

**Motion to approve the included enabling ordinance modifying Chapter 11-35.**

**Findings:**

- 1. The proposed text amendment clarifies that a home occupation may conduct business off site like in the case of a handyman or landscaping business.**
- 2. The amendment allows for more efficient processing of low impact home occupations.**

**BACKGROUND**

**The Planning Commission recently reviewed a Conditional Use application for an office building in a detached structure. The Commission directed staff to consider a text amendment that would make this type of proposal a permitted use, saving time for reports, reducing time in meetings, and providing a more efficient and predictable process for applicants.**

**The Planning Commission unanimously recommended the enclosed ordinance as written.**

**Respectfully submitted,**



**Lyle Gibson**  
**Assistant Community Development Director**

**Review and concur,**



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

**Supplemental Information**

- 1. Enabling Ordinance**

**FARMINGTON CITY, UTAH**

**ORDINANCE NO. 2025 -**

**AN ORDINANCE AMENDING MULTIPLE SECTIONS OF CHAPTER 11-35,  
HOME OCCUPATION, ALLOWING FOR ADDITIONAL LOW IMPACT HOME  
BUSINESSES TO BE CONSIDERED AS PERMITTED USES. (ZT-9-25)**

**WHEREAS**, the Planning Commission held a public hearing in which the text changes proposed to the Zoning Ordinance were thoroughly reviewed and 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 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.** Multiple sections of Chapter 11-35 of the Farmington City Zoning Ordinance which have specifically been identified are hereby amended as indicated in Exhibit A attached hereto.

**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 3<sup>rd</sup> day of June, 2025.

**FARMINGTON CITY**

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Brett Anderson, Mayor

**ATTEST:**

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DeAnn Carlile, City Recorder

## **Exhibit A**

### **11-35-010: PURPOSE:**

A. It is the purpose of this chapter to establish guidelines, conditions and requirements for limited nonagricultural business activities in residential and agricultural zones. For the purpose of this chapter, "home occupation" is defined as an occupation or profession in which the associated activity or use is clearly incidental and secondary to the residential use of a dwelling unit, there is no alteration to the exterior of the dwelling unit to accommodate the occupation or profession, and such occupation or profession does not adversely affect the residential character of the surrounding neighborhood. A home occupation should be conducted in such a way that neighbors or passersby would not, under normal circumstances, be aware of its existence.

B. It is recognized that home occupations may be desirable to reduce "start up" costs for small businesses and to provide gainful employment within the community. However, if a home occupation grows to the point, or is conducted in such a manner, that the conditions of this chapter are not met, the home occupation shall cease and any continuing business shall be moved to an appropriate location in a commercial zone. (Ord. 1993-44, 12-8-1993)

### **11-35-020: LICENSE REQUIRED:**

A. It shall be unlawful for any person or entity to engage in a home occupation in any agricultural or residential zone without first obtaining a home occupation business license to do so from the City Recorder. The procedure to be followed and applicable fees for a home occupation business license are set forth in the business licensing regulations, title 6 of this Code.

B. Businesses that do not have combined offsite impacts of the home based business and the primary residential use that exceed the impact of the residential use alone shall pay a licensing fee to cover the cost of issuing the license, as set forth in the City's consolidated fee schedule. (Ord. 2017-27, 10-3-2017)

### **11-35-030: CONDITIONS:**

Each home occupation shall comply with all of the following conditions:

A. Residency: A home occupation must be owned and managed and all business conducted by a bona fide resident of the parcel where the license is sought. A home occupation may not be operated on a property other than the owner's residence.

B. Employees: Only family members related by blood, marriage or adoption who are bona fide residents of the dwelling unit shall be employed on said premises, except that one additional person may be employed at any one time as a secretary, computer operator, apprentice or helper where there are no more than five (5) family members actively engaged in the home occupation.

C. Exterior Modifications: No exterior architectural or structural modifications shall be made to any dwelling unit to accommodate a commercial use in the dwelling.

D. Interference With Electrical Or Mechanical Equipment: Electrical or mechanical equipment which creates visible or audible interference in radio or television receivers, or causes fluctuations in line voltage outside the dwelling units, or uses which create noise, smell, sound, light or vibration not normally associated with residential use, shall be prohibited.

E. Display Of Products: There shall be no display or sale of goods, wares or merchandise upon said premises other than those produced upon the premises. Where the home occupation involves the sale of products, such products shall generally be delivered directly to the customer.

F. Advertising Sign: One sign advertising the business may be permitted, but shall be limited to one square foot in area and shall be attached to the front face of the building or may be displayed in a window.

G. Vehicular Traffic: The home occupation shall not generate substantially greater vehicular traffic than commonly associated with residential activities in the neighborhood in which it is located.

H. Hazardous Conditions: The home occupation shall not create a hazard by using flammable materials, explosives or other dangerous or hazardous materials, or by keeping, raising or storing animals which are capable of inflicting harm or discomfort or endangering the health and safety of any person.

I. Demand For Services: The home occupation shall not create a demand for Municipal services or community facilities in excess of those usually and customarily provided for residential uses.



J. Area Usage: Not more than twenty five percent (25%) of the floor area of a dwelling may be devoted to a home occupation and/or storage of materials, equipment or stock in trade associated with the occupation, except as provided in section [11-35-040](#) of this chapter.

K. ~~Conduct Within Dwelling External Incidental Use: The Any exterior use of the property in connection with the~~ home occupation ~~shall be conducted entirely within the dwelling and~~ shall be clearly incidental, secondary and compatible to the residential use of the dwelling. ~~The home occupation shall not occupy or use any accessory building, yard space or activity outside the main building, or an attached garage to the extent that vehicle parking is displaced, unless approved by the Planning Commission as provided in section 11-35-040 of this chapter.~~

L. Foster Home, Daycare, Preschool: A foster home, child daycare center or preschool shall not have more than sixteen (16) children at one time subject to section [11-35-045](#) of this chapter.

M. Teachers: Music, dancing teachers or tutors shall be limited to not more than sixteen (16) pupils at one time subject to section [11-35-050](#) of this chapter.

N. Vehicle Size; Parking: The size of vehicles used in conjunction with a home occupation shall not exceed one ton rated capacity. Off street parking, in compliance with the provisions of this title, shall be provided for all business and private vehicles associated with a residential property.

O. Code Conformance: There shall be complete conformity with all City and State codes, including business license regulations. Depending on the type of business, periodic inspections may be made as required by these codes or as deemed necessary or desirable by the City.

P. Prohibited Uses: The following uses, among others, shall not be allowed as home occupations:

1. Barbershops and beauty salons, except for a barber or beautician who has no assistants;
2. Kennels or animal hospitals;
3. Commercial stables;
4. Restaurants;
5. Repair shops or service establishments, except for the repair of electrical appliances, typewriters, televisions, cameras or other similar small items.

#### **11-35-040: CONDITIONAL USES:**

A. Permitted Conditional Uses: The following home occupations may be allowed only upon approval of a conditional use application by the Planning Commission and issuance of a conditional use permit:

1. Uses where the applicant proposes to use more than twenty five percent (25%) of the dwelling in connection with the business.

2. Any use ~~where which requires~~ outside storage, ~~use of an accessory building or exclusive use of an attached garage is anticipated or requested in conjunction with the home occupation~~ which is anticipated to take over garage space rendering less than the number of required parking stalls available for parking on site.

- a. Exception: Equipment which is normally found at a residential property such as a utility or travel trailer but which is associated with the business may be located outside so long as it is located in a manner normally associated with residential use. If outside, trailers or vehicles associated with the home occupation must be parked on a "properly designated parking space" as identified in FMC 11-32.

B. Review Standards: In evaluating a home occupation conditional use, the Planning Commission shall apply the review standards contained in chapter 8 of this title and, if applicable, site development standards contained in chapter 7 of this title.

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Budget Discussion

PRESENTED BY: Greg Davis, Finance Director

DEPARTMENT: Administration

MEETING DATE: June 3, 2025

# CITY COUNCIL AGENDA



## SUMMARY ACTION

1. Surplus Property
2. The Trail - Evergreen Subdivision Amended Plat
3. Chip Seal FY 2026 Road Maintenance Project Bid
4. Crack Seal FY 2026 Road Maintenance Project Bid
5. Onyx FY 2026 Road Maintenance Project Bid
6. Overlays FY 2026 Road Maintenance Project Bid
7. Approval of Minutes 05.20.25

**CITY COUNCIL STAFF REPORT**

**To:** Mayor and City Council  
**From:** Chris Winter, Interim Fire Chief  
**Date:** June 3, 2025  
**Subject:** Surplus Property

**RECOMMENDATION(S)**

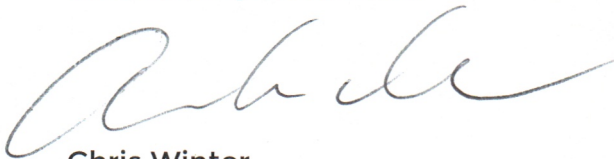
Request that the City Council declare the following vehicle(s) as surplus and allow us to sell them.

**BACKGROUND**

Fleet # 775 - FD '10 Ford F350 Ambulance VIN #1FDWF3GR5AEB39703

We recommend that these vehicle(s) be sold to Wendover Ambulance, NV. This would help pay for new vehicles.

Respectfully submitted,



Chris Winter  
Interim Fire Chief

Review and concur,



Brigham Mellor  
City Manager

Wendover Ambulance  
427 Mesa Street  
P.O. Box 2530  
West Wendover, Nevada 89883  
Phone: (775) 664-2081  
Fax: (775) 664-2244  
E-mail: [lauara.wendoverambulance@gmail.com](mailto:lauara.wendoverambulance@gmail.com)

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Farmington City Council  
160 S. Main St.  
Farmington, UT 84025

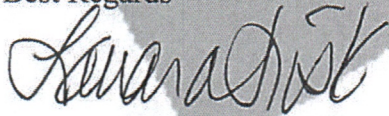
May 19, 2025

To Whom It May Concern:

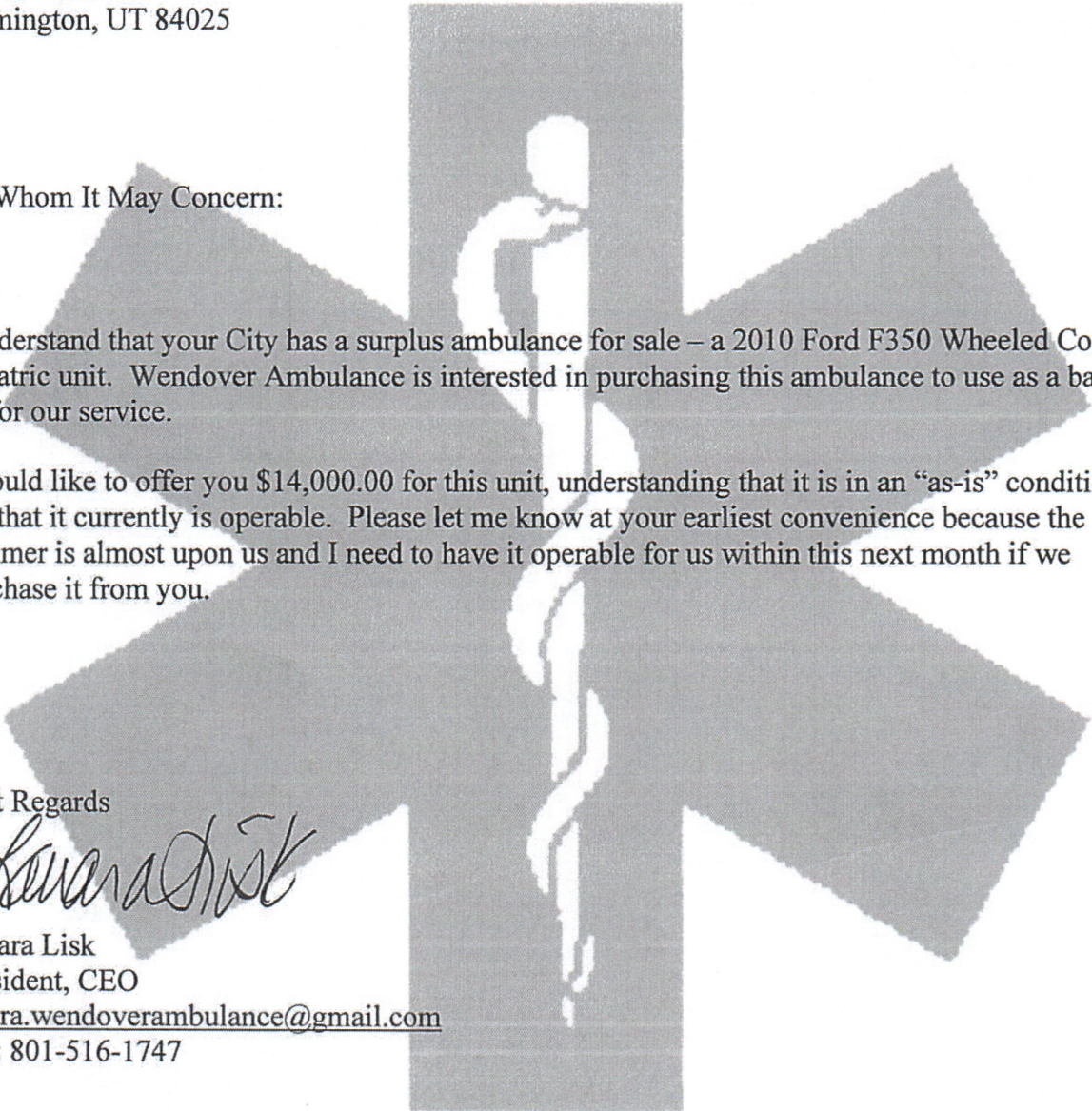
I understand that your City has a surplus ambulance for sale – a 2010 Ford F350 Wheeled Coach bariatric unit. Wendover Ambulance is interested in purchasing this ambulance to use as a back up for our service.

I would like to offer you \$14,000.00 for this unit, understanding that it is in an “as-is” condition, but that it currently is operable. Please let me know at your earliest convenience because the summer is almost upon us and I need to have it operable for us within this next month if we purchase it from you.

Best Regards



Lauara Lisk  
President, CEO  
[lauara.wendoverambulance@gmail.com](mailto:lauara.wendoverambulance@gmail.com)  
cell: 801-516-1747





## **CITY COUNCIL STAFF REPORT**

**To:** Mayor and City Council  
**From:** Lyle Gibson – Assistant Community Development Director  
**Date:** 6/3/2025  
**Subject:** The Trail – Evergreen Subdivision Amended Plat.

### **RECOMMENDED MOTION**

Motion to approve the Subdivision Plat Amendment for The Trail – Evergreen subject to final location of easements being verified by staff before recording of new mylar.

### **Findings:**

1. The proposed plat amendment correctly aligns easements with the final site plan design for The Trail.

### **BACKGROUND**

A subdivision plat was recorded for The Trail in 2024 in order to convey property to the city, dedicate right of way, and create a lot where construction of an office building could take place. The plat also showed the lot where The Trail apartment building would be constructed and included easements for providing utilities to the site. As design of The Trail has progressed, it has been determined that utility lines would be relocated slightly and certain utilities would be a private system which wouldn't require the easements currently in place.

One of the larger easements to be abandoned is for the sewer district. They are signers on the plat and will have to approve before recording. The other major change is really just a shift in the location of a municipal utility easement.

No new lots are created, no property boundaries are modified. The proposal is primarily for a technical purpose to accommodate a project long in the works. Based on the process outlined by ordinance, the approval of this type of change falls under the purview of the City Council because of the modifications to easements.

**Applicable Code:**

**12-7-090: PLAT AMENDMENTS:**

Process: Applications for an amendment to a Subdivision Plat under Part B of this Section shall be considered as outlined by Utah State Code Sections 10-9a-608 and 10-9a-609, and are subject to the following land use authority designations:

A. Administrative Review: The zoning administrator shall act as the Land Use Authority for applications seeking only to consolidate lots or adjust common lot boundaries.

B. Planning Commission Review: The Planning Commission shall act as the Land Use Authority for applications that include the creation of a new lot, if the lot meets current standards identified in the ordinance or a previously approved agreement, but in which no change is proposed to a common area, existing easement, or right-of-way, whether public or private.

C. Council Review: The City Council shall act as the Land Use Authority for applications that include any proposed modifications to a common area, existing easement, or right-of-way, whether public or private. The City Council shall also review applications that involve the creation of lots with standards which vary from prior agreements or current land use regulations.

**Respectfully submitted,**



**Lyle Gibson**

**Assistant Community Development Director**

**Review and concur,**



**Brigham Mellor**

**City Manager**

**Supplemental Information**

1. Current Recorded Plat
2. Proposed Amended Plat



Narrative

This Subdivision was requested by Evergreen Devco, Inc. to create 3 Lots and a Road Dedication.

This Subdivision retraces and honors a 2022 ALTA Survey by AWA filed as Survey No. 8261.

A line between monuments found for the Center and South Quarter Corners of Section 14 was assigned VRS derived NAD83 bearing South 0°00'17" West as the Basis of Bearings to place the Subdivision on the NAD83 Utah North Zone State Plane Datum. Record Deed bearings must be rotated 0°20'20" clockwise in order to match said State Plane Datum reference to North.

A minor adjustment to the record tie was applied to better match the deed geometry to survey markers recovered in the field.

Flood Plain Data

This property lies entirely within Flood Zone X as designated on FEMA FIRM Panel 49011C0381C, dated effective June 17, 2007. Flood Zone X is defined as "Areas determined to be outside the 0.2% annual chance floodplain."

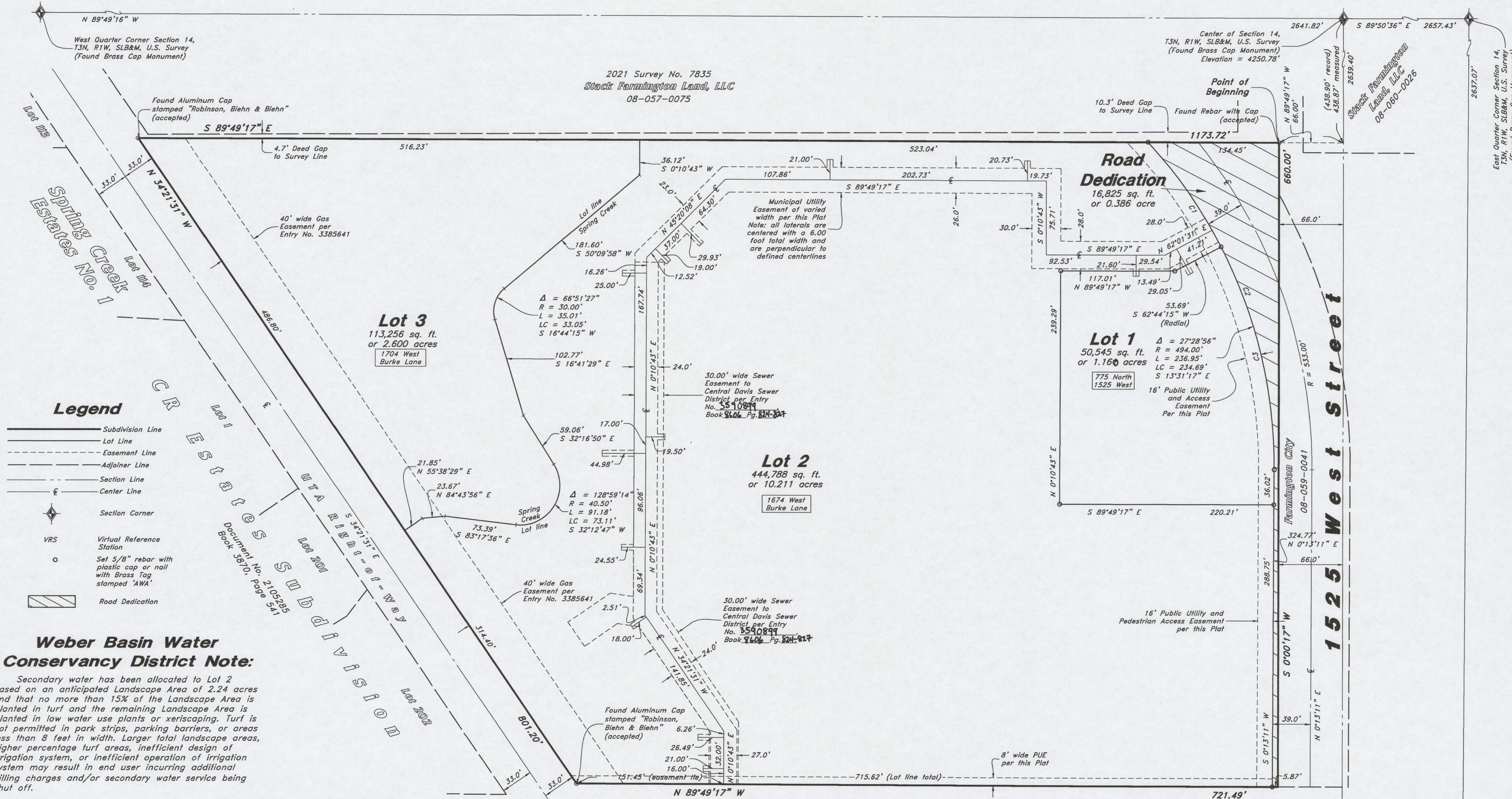
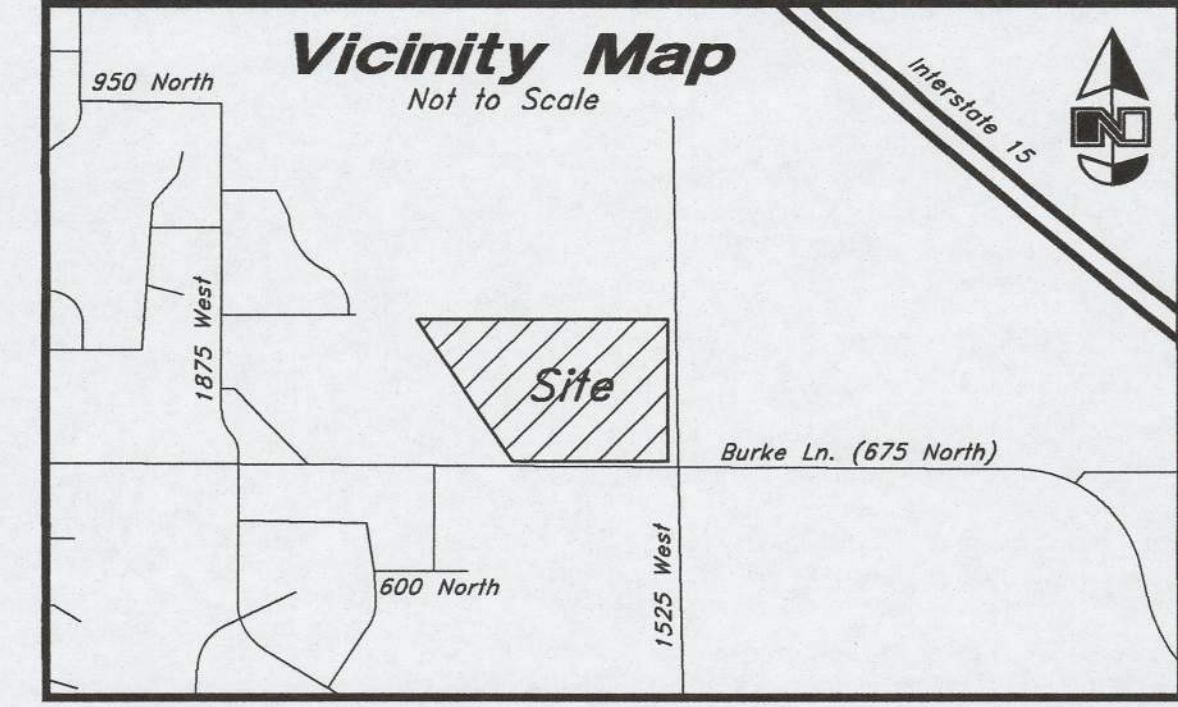
Benchmark

Brass Cap Monument for the Center of Section 14, T3N, R1W, SLB&M, U.S. Survey  
Elevation = 4250.78 feet Observed May 17, 2022

# The Trail - Evergreen Subdivision

A part of the Southwest Quarter of Section 14,  
Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey  
Farmington City, Davis County, Utah  
October 2024

Scale: 1" = 60'



Legend

- Subdivision Line
- Lot Line
- Easement Line
- Adjoiner Line
- Section Line
- Center Line
- Section Corner
- VRS
- Virtual Reference Station
- Set 5/8" rebar with plastic cap or nail with Brass Tag stamped 'AWA'
- Road Dedication

### Weber Basin Water Conservancy District Note:

Secondary water has been allocated to Lot 2 based on an anticipated Landscape Area of 2.24 acres and that no more than 15% of the Landscape Area is planted in low water use plants or xeriscaping. Turf is not permitted in park strips, parking barriers, or areas less than 8 feet in width. Larger total landscape areas, higher percentage turf areas, inefficient design of irrigation system, or inefficient operation of irrigation system may result in end user incurring additional billing charges and/or secondary water service being shut off.

Secondary water has not been allocated to Lots 1 & 3. Secondary water must be allocated at the time of future development.

Project Area	= 625,414 sq. ft. of 14.358 ac.
Total Lots	= 3
Area Dedicated for Right-of-way	= 16,825 sq. ft. or 0.386 ac.
Average Lot size	= 202,863 sq. ft. or 4.657 ac.
Minimum Lot size	= 97,992 sq. ft. of 2.250 ac.

Owner / Developer

Evergreen Devco, Inc.  
5107 S. 900 East, Suite 200  
Salt Lake City, UT 84117  
801-664-4282

### Existing Agreements

This Subdivision is subject to existing agreements and easements that affect all or portions of this site as contained in the following recorded agreements within records of Davis County, Utah:

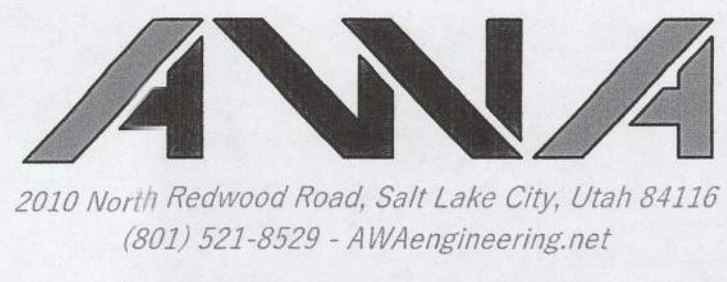
- Entry No. 2261 in Book B at Page 608.
- Entry No. 107248 in Book 4 at Page 593.
- Entry No. 107249 in Book 4 at Page 593.
- Entry No. 2749800 in Book 5796 at Page 1493.
- Entry No. 3546271

Curve	Delta	Radius	Length	Chord Data
C1	15°14'13"	494.00'	131.37'	N 34°52'52" W 130.98'
C2	42°43'09"	494.00'	368.32'	N 21°08'23" W 359.85'
C3	27°28'56"	494.00'	236.95'	N 13°31'17" W 234.69'

**Note**

A Geotechnical investigation prepared by Applied GeoTech as Project No. 1220583 dated September 20, 2022 has been prepared and submitted to the City for the Proposed subdivision in accordance with the provisions of this Title.

A Cross Access Easement in favor of the adjacent property to the North will be recorded simultaneously with this plat.



**Weber Basin Water Conservancy District Approval**

Approved by the Weber Basin Water Conservancy District on the 10/17/24 Day of October 2024.

Date: 10/17/24  
Assistant General Manager Weber Basin Water Conservancy District

**Central Davis Sewer District Approval**

Approved by the Central Davis Sewer District on the 10-15-2024 Day of October 2024.

Date: 10-15-2024  
General Manager Central Davis Sewer District

**Farmington City Planning Commission**

Approved by the Farmington City Planning Commission on the 10/15/24 Day of October 2024.

Date: 10/15/24  
Chair, Farmington City Planning Commission

**Farmington City Engineer**

I hereby certify that I have carefully investigated the lines of Survey of the foregoing plot and legal description of the land embraced therein, and find both to be correct and to agree with the lines and monuments on record in this office.

Signed this 30th Day of October 2024.

Chair, Farmington City Engineer

**Farmington City Approval**

This is to certify that this plat and dedication of this plat were duly approved and accepted by the City Council of Farmington City, Utah this 15th Day of October 2024.

Date: 10/15/24  
Farmington City Mayor

**Farmington City Attorney**

Approved by the Farmington City Attorney on the 12th Day of November 2024.

Date: 11/12/24  
Farmington City Attorney

**Davis County Recorder**

ENTRY NO. 3597743 FEE PAID \$56.00 FILED FOR RECORD AND RECORDED 12/04/2024 AT 3:50 IN BOOK 8639 OF OFFICIAL RECORDS, PAGE 1353. RECORDED FOR Farmington City

BY: DEPUTY RECORDER

### Surveyors Certification

I, David M. Hamilton, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 12966234 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act; I further certify for, and on behalf of AWA that by authority of the Owners I have retraced Davis County Record of Survey No. 8261, being a survey of the property described on this Subdivision Plat in accordance with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to retrace or reestablish this plat; and that the information shown herein is sufficient to accurately establish the lateral boundaries of the herein described tract of real property; hereafter known as The Trail - Evergreen Subdivision.



Date: 2 Oct, 2024

David M. Hamilton  
Utah PLS No. 12966234

### Description

A part of the Southwest Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, located in Farmington City, Davis County, Utah:

Beginning at a Rebar with Cap on the Westerly line of 1525 West Street as it exists at 66.00 foot half-width; located 438.87 feet (438.90 feet record) South 0°00'17" West along the Quarter Section of said Section 14; and 66.00 feet North 89°49'17" West from a Brass Cap Monument found marking the Center of said Section 14; and running thence South 0°00'17" West 660.00 feet along said Westerly line to the Northerly line of Burke Lane; thence North 89°49'17" West 721.49 feet along said North line to a rebar with an aluminum cap stamped Robinson, Blehn & Blehn found marking the Easterly line of Utah Transit Authority (UTA) Right-of-Way as it exists at 33.00 foot half-width; thence North 34°21'31" West 801.20 feet along said Easterly line to a rebar with an aluminum cap stamped Robinson, Blehn & Blehn; thence South 89°49'17" East 1173.72 feet to said rebar with cap on the Westerly line of 1525 West Street and the point of Beginning.

Contains 625,414 sq. ft.  
Or 14.358 acres  
3 Lots

### Owner's Dedication

Know all by these presents that the undersigned Owners of the above described tract of land, having caused the same to be subdivided into Lots and Street to be hereafter be known as The Trail - Evergreen Subdivision, and do hereby dedicate to Farmington City the road shown on this plat and hereby dedicate for perpetual use of the public all parcels of land, other utilities, or non-exclusive easements shown on this plat as intended for public use. In witness whereof I have hereunto set my hands this 3rd Day of October AD, 2024.

Evergreen - 1525 & Burke Land, L.L.C., an Arizona limited liability company  
By: Evergreen Development Company-2022, L.L.C., an Arizona limited liability company  
Its: Manager  
By: Evergreen Devco, Inc., a California corporation  
Its: Manager  
Name: Tyler Carlson  
Its: CEO

Farmington City Corporation  
By: Brett Anderson  
Its: Mayor

### Acknowledgment

State of Utah  
County of Salt Lake } ss  
The foregoing instrument was acknowledged before me this 3rd day of October, 2024, by Tyler Carlson, the Chief Executive Officer of Evergreen Devco, Inc., a California corporation, Manager of Evergreen Development Company-2022, L.L.C., an Arizona limited liability company, Manager of Evergreen-1525 & Burke Land, L.L.C., an Arizona limited liability company, on behalf of said entities.

Notary Public Full Name: Brandi Short  
Commission Number: 727505  
My Commission Expires: 10/24/2026  
Brandi Short  
A Notary Public

### Acknowledgment

State of Davis  
County of Davis } ss  
On the 3rd day of October, 2024, personally appeared before me, the undersigned Notary Public, Brett Anderson, who being by me duly sworn did say that they are the Mayor of Farmington City Corporation, by authority of its members or its officers of organization, and they acknowledged to me that said Corporation executed the same.

Notary Public Full Name: Holly Gadd  
Commission Number: 734149  
My Commission Expires: 01/24/2028  
Holly Gadd  
Notary Public

### The Trail - Evergreen Subdivision

A part of the Southwest Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey  
Farmington City, Davis County, Utah



Narrative

This Amended Subdivision was requested by Evergreen Devco, Inc. to Amend Utility Easements.

This Subdivision retraces and honors a 2022 ALTA Survey by AWA filed as Survey No. 8261 and the Trail Evergreen Subdivision Plat by AWA.

A line between monuments found for the Center and South Quarter Corners of Section 14 was assigned VRS derived NAD83 bearing South 0°00'17" West as the Basis of Bearings to place the Subdivision on the NAD83 Utah North Zone State Plane Datum. Record Deed bearings must be rotated 0°20'20" clockwise in order to match said State Plane Datum reference to North.

A minor adjustment to the record tie was applied to better match the deed geometry to survey markers recovered in the field.

Flood Plain Data

This property lies entirely within Flood Zone X as designated on FEMA FIRM Panel 49011C0381E, dated effective June 17, 2007. Flood Zone X is defined as "Areas determined to be outside the 0.2% annual chance floodplain."

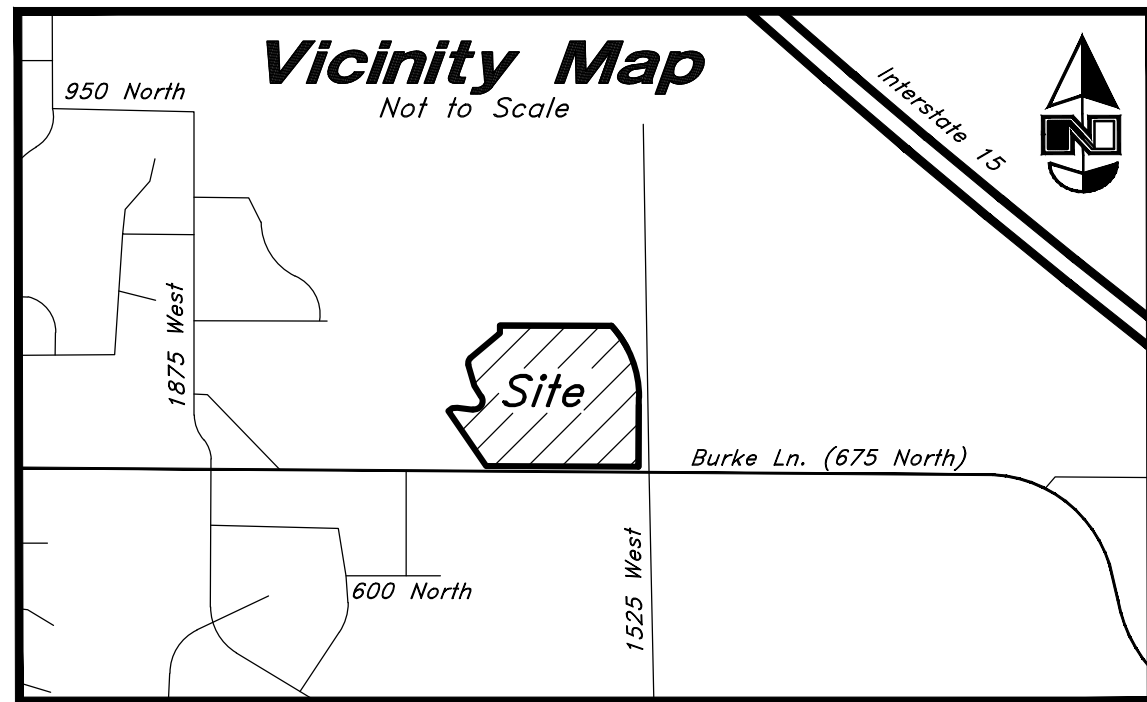
Benchmark

Brass Cap Monument for the Center of Section 14, T3N, R1W, SLB&M  
Elevation = 4250.78 feet Observed May 17, 2022

The Trail - Evergreen Subdivision Amended

A part of the Southwest Quarter of Section 14,  
Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey  
Farmington City, Davis County, Utah  
May 2025

Scale: 1" = 60'



Surveyors Certification

I, David M. Hamilton, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 12966234 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act; I further certify for, and on behalf of AWA that by authority of the Owners I have retraced Davis County Record of Survey No. 8261, being a survey of the property described on this Subdivision Plat in accordance with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to retrace or reestablish this plat; and that the information shown herein is sufficient to accurately establish the lateral boundaries of the herein described tract of real property; hereafter known as The Trail - Evergreen Subdivision Amended.



Date: \_\_\_\_\_ David M. Hamilton  
Utah PLS No. 12966234

Description

All of Lots 1 and 2, The Trail - Evergreen Subdivision recorded as entry No. 3597743 in Book 8639 At Page 1353 in the official records of Davis County, Utah being a part of the Southwest Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, located in Farmington City, Davis County, Utah, being described metes and bounds as follows:

Beginning at the Northeast Corner of Lot 2 of said The Trail - Evergreen Subdivision; located 438.87 feet (438.90 feet record) South 0°00'17" West along the Quarter Section of said Section 14; and 200.45 feet North 89°49'17" West from a Brass Cap Monument found marking the Center of said Section 14 and running thence Southeasterly along the arc of a non-tangent 494.00 foot radius curve to the right a distance of 368.32 feet (Central Angle equals 42°43'09" and Long Chord bears South 21°08'23" East 359.85 feet) to a point of tangency along the East line of said Lots 1 and Lot 2 thence South 0°13'11" West 324.77 feet along said Easterly line to the Southeast corner of said Lot 2; thence North 89°49'17" West 221.49 feet along the South line of said Lot 2 to the SW corner; thence 10 courses along the Westerly line of said Lot 2 as follows: North 34°21'31" West 314.40 feet; North 55°38'29" East 21.85 feet; North 84°43'56" East 23.67 feet; South 83°17'36" East 73.39 feet to a point of curvature; Northerly along the arc of a 40.50 foot radius curve to the left a distance of 91.18 feet (Central Angle equals 128°59'14" and Long Chord bears North 32°12'47" East 73.11 feet) to a point of tangency; North 32°16'50" West 59.06 feet; North 16°41'29" West 102.77 feet; to a point of curvature; Northerly along the arc of a tangent 30.00 foot radius curve to the right a distance of 35.01 feet (Central Angle equals 66°51'27" and Long Chord bears North 16°44'15" East 33.05 feet) to a point of tangency; North 50°09'58" East 181.60 feet; and North 0°10'43" East 36.12 feet; to the Northwest corner of said Lot 2; thence South 89°49'17" East 523.04 feet along the North line of said Lot 2 to the point of Beginning.

Contains 495,333 sq. ft.  
Or 11.371 ac.  
2 Lots

Owner's Dedication

Know all by these presents that the undersigned Owners of the above described tract of land, having caused the same to be subdivided into Lots and Street to be hereafter known as The Trail - Evergreen Subdivision Amended, and do hereby dedicate to Farmington City the road shown on this plat and hereby dedicate for perpetual use of the public all parcels of land, other utilities, or non-exclusive easements shown on this plat as intended for public use. In witness whereby I have hereunto set my hands This \_\_\_\_\_ Day of \_\_\_\_\_ AD, 20\_\_\_\_.

Evergreen - 1525 & Burke Land, L.L.C.,  
an Arizona limited liability company

By: Evergreen Development Company-2022, L.L.C.,  
an Arizona limited liability company  
Its: Manager

By: Evergreen Devco, Inc.,  
a California corporation  
Its: Manager

Name: Tyler Carlson  
Its: CEO

Acknowledgment

State of \_\_\_\_\_ County of \_\_\_\_\_ } ss  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Tyler Carlson, the Chief Executive Officer of Evergreen Devco, Inc., a California corporation, Manager of Evergreen Development Company-2022, L.L.C., an Arizona limited liability company, Manager of Evergreen-1525 & Burke Land, L.L.C., an Arizona limited liability company, on behalf of said entities.

Notary Public Full Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

A Notary Public

The Trail - Evergreen Subdivision Amended

A part of the Southwest Quarter of Section 14,  
Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey  
Farmington City, Davis County, Utah

Davis County Recorder

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
FILED FOR RECORD AND  
RECORDED \_\_\_\_\_ AT \_\_\_\_\_  
IN BOOK \_\_\_\_\_ OF OFFICIAL  
RECORDS, PAGE \_\_\_\_\_ RECORDED  
FOR \_\_\_\_\_  
DAVIS COUNTY RECORDER  
BY: \_\_\_\_\_ DEPUTY RECORDER

Farmington City Attorney

Approved by the Farmington City Attorney on the  
\_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_.  
Farmington City Attorney  
Attest

Farmington City Approval

This is to certify that this plat and dedication of this plat were duly approved and accepted by the City Council of Riverdale City, Utah this  
\_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_.  
Farmington City Mayor

Farmington City Engineer

I hereby certify that I have carefully investigated the lines of Survey of the foregoing plat and legal description of the land embraced therein, and find both to be correct and to agree with the lines and monuments on record in this office.  
Signed this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_.  
Farmington City Engineer

Farmington City Planning Commission

Approved by the Farmington City Planning Commission on the  
\_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_.  
Chair, Farmington City Planning Commission

Central Davis Sewer District Approval

Approved by the Central Davis Sewer District on the  
\_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_.  
General Manager Central Davis Sewer District

Weber Basin Water Conservancy District Approval

Approved by the Weber Basin Water Conservancy District on the  
\_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_.  
Assistant General Manager Weber Basin Water Conservancy District

Owner / Developer

Evergreen Devco, Inc.,  
5107 S. 900 East, Suite 200  
Salt Lake City, UT 84117  
801-664-4282



Weber Basin Water Conservancy District Note:

Secondary water has been allocated to Lot 2 based on an anticipated Landscape Area of 1.49 acres and that no more than 15% of the Landscape Area is planted in turf and the remaining Landscape Area is planted in low water use plants or xeriscaping. Turf is not permitted in park strips, parking barriers, or areas less than 8 feet in width. Larger total landscape areas, higher percentage turf areas, inefficient design of irrigation system, or inefficient operation of irrigation system may result in end user incurring additional billing charges and/or secondary water service being shut off.

Secondary water has not been allocated to Lots 1 & 3. Secondary water must be allocated at the time of future development.

Project Area	=	625,414 sq. ft. of 14.358 ac.
Total Lots	=	3
Area Dedicated for Right-of-way	=	16,825 sq. ft. or 0.386 ac.
Average Lot size	=	202,863 sq. ft. or 4.657 ac.
Minimum Lot size	=	97,992 sq. ft. of 2.250 ac.

Existing Agreements

This Subdivision is subject to existing agreements and easements that affect all or portions of this site as contained in the following recorded agreements within records of Davis County, Utah:

- Entry No. 2261 in Book B at Page 608.
- Entry No. 107248 in Book 4 at Page 593.
- Entry No. 107249 in Book 4 at Page 593.
- Entry No. 2749800 in Book 5796 at Page 1493.
- Entry No. 3546271

Note

A Geotechnical Investigation prepared by Applied GeoTech as Project No. 1220583 dated September 20, 2022 has been prepared and submitted to the City for the Proposed subdivision in accordance with the provisions of this Title.

A Cross Access Easement in favor of the adjacent property to the North will be recorded simultaneously with this plat.

Burke Lane (675 North)  
(Public Street)  
(Varied existing width)

Farmington City  
08-059-0045

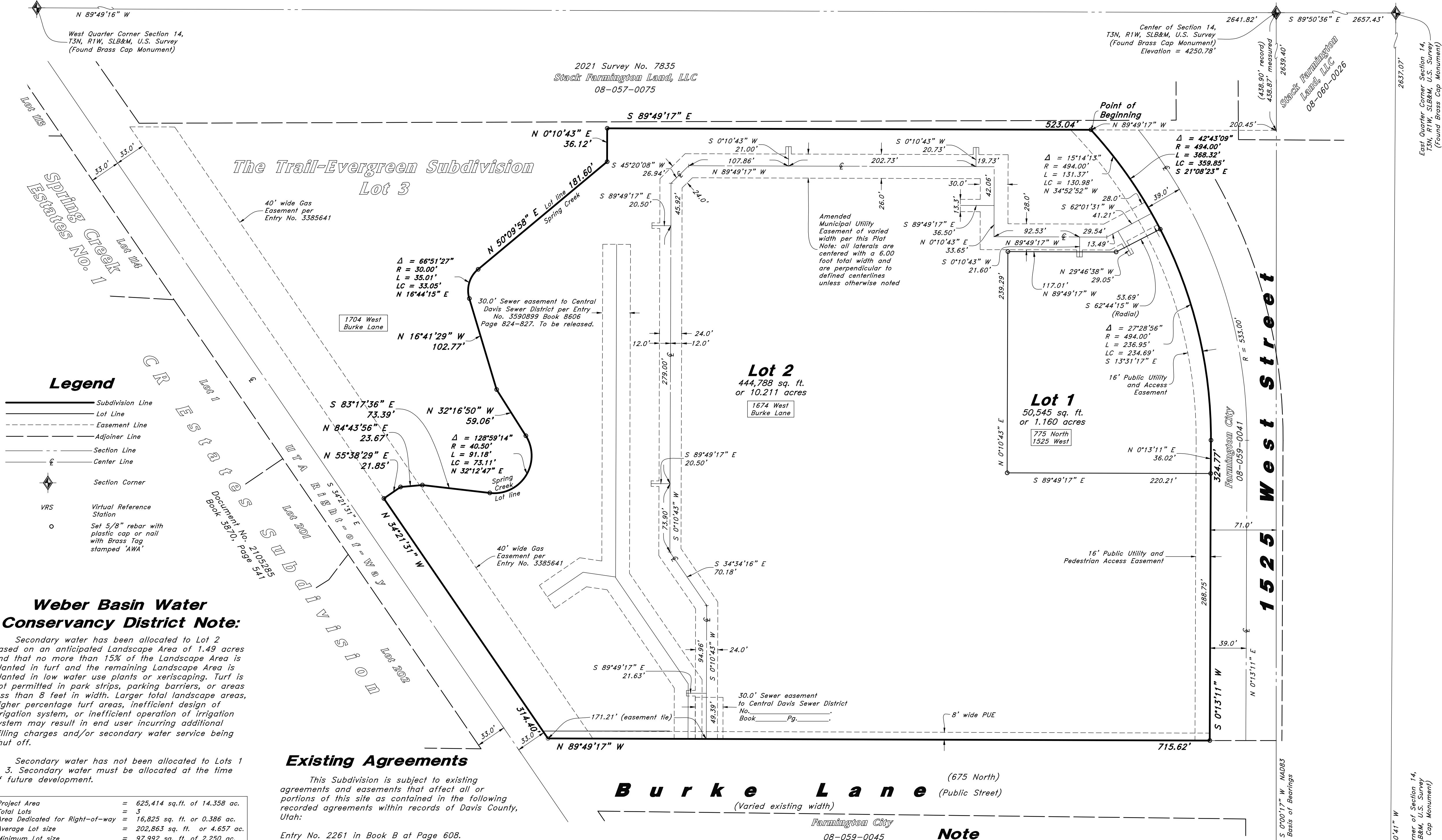
South Quarter Corner Section 14,  
T3N, R1W, SLB&M, U.S. Survey  
(Found Brass Cap Monument)

S 0°00'17" W. NAD83  
Basis of Bearings  
S 0°20'41" W

1525 West Street  
Farmington City  
08-059-0041

Legend

- Subdivision Line
- Lot Line
- Easement Line
- Adjoiner Line
- Section Line
- Center Line
- Section Corner
- VRS
- Virtual Reference Station
- Set 5/8" rebar with plastic cap or nail with Brass Tag stamped 'AWA'





City Council Staff Report

To: Honorable Mayor and City Council  
From: Chad Boshell, City Engineer  
Date: June 3, 2025  
SUBJECT: **CHIP SEAL FY 2026 ROAD MAINTENANCE PROJECT BID**

**RECOMMENDATION**

Approve the contract and bid from Advanced Paving & Construction for the construction of road maintenance improvements in the amount of \$149,237.10 to be paid from various street maintenance funds.

**BACKGROUND**

The City received 3 bids for the Chip Seal FY 2026 Road Maintenance Project ranging from \$149,237.10 to \$162,373.26 and will begin construction in July. The project includes chip seal, sweeping and fog sealing. City staff recommends awarding Advanced Paving & Construction the project. Attached is the contract between the City and the Contractor to do the work.

**SUPPLEMENTAL INFORMATION**

1. 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  
Advanced Paving & Construction (“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 2026 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, 2026. Chip Seals shall be completed by August 30, 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, 2026.

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 \$ 149,237.10

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 2026 [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 15 to 21, 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:

Advanced Paving & Construction

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.)*

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## 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>#1</u>	<u>4/8/25</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </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	1500.00	1500.00
2	Traffic Control	LS	1	2500.00	2500.00
3	Class C Light Weight Chip Seal with Fog Coat	SY	39,654	3.65	144,737.10
4	Public Notice of Construction to Residents	LS	1	500.00	500.00
Total of All Unit Price Bid Items			\$	149, 237.10	

### 2025-2026 Class C Chip Seal

Road Name	From Address	To Address		
1400 North	Main St.	N. Compton		
Class C Chip Seal				
Subtotal			\$47100	\$47100
Burke Lane	Park Ln.	End of curb west of innovator Dr.		
Class C Chip Seal				
Subtotal			\$102137.10	\$102137.10

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.: 8698462-5501

## 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: Advanced Paving & Construction  
[Indicate correct name of bidding entity]

By:   
[Signature]

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

Attest:   
[Signature]

Camille Rowe  
[Printed name]

Title: Office Manager

Submittal Date: 04/22/2025

Address for giving notices:

1689 W 2550 S  
Ogden UT 84401

Telephone Number: 801-731-7882

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

Contact Name and e-mail address: Brenden van der Stappen  
Brenden@advancedpaving.net

Bidder's License No.: ~~99-004~~ 8698462-5551  
(where applicable)

### **ADDENDUM #1**

**PROJECT:** Farmington City  
Chip Seal FY 2026  
Road Maintenance  
Project

**DATE:** April 8, 2025

**OWNER:** Farmington City  
720 West 100 North  
Farmington, Utah 84025

**BID DATE:** April 22, 2025

**ENGINEER:** City

**BID TIME:** 2:00 PM

This Addendum shall be considered part of the Contract Documents and Project Manual for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original Contract Documents and Project Manual, the Addendum shall govern and take precedence.

Item 1.1      Changed the bid due date to April 22<sup>nd</sup>, 2025.

Item 1.2      Changed the due date for questions to April 18<sup>th</sup>, 2025.



# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Advanced Paving and Construction, LLC  
Post Office Box 12847  
Ogden, UT 84412

**SURETY:**

(Name, legal status and principal place of business)

Old Republic Surety Company  
PO Box 1635  
Milwaukee, WI 53201-1635

**OWNER:**

(Name, legal status and address)

Farmington City  
160 S Main Street  
Farmington, UT 84025

**BOND AMOUNT:** Five Percent of the Accompanying Bid\*\*\*\*\* (\*\*5%\*\*\*)

**PROJECT:** Farmington City - Chip Seal FY 2026 Road Maintenance Project

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

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.

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, 2025

  
(Witness)

  
(Witness)

Advanced Paving and Construction, LLC

(Principal)

(Seal)

(Title)

Old Republic Surety Company

(Surety)

(Seal)

(Title)

Rayne Harris, 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.

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# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MICHAEL H GALE, RAYNE HARRIS, DOUGLAS G. BALL, BRADLEY K. NIELSON, TERRY H BUCKNER, JULIE B. MARTINDALE, C. BRETT NILSSON, TAKOTA K. WAINER, JESSICA O'CONNELL, NATALIE BELL, OF SALT LAKE CITY, UT

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds); as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 13TH day of MARCH, 2025.

OLD REPUBLIC SURETY COMPANY

*[Signature]*

Assistant Secretary



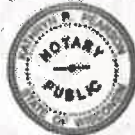
*[Signature]*

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 13TH day of MARCH, 2025

, personally came before me, Alan Pavlic and Kevin J Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*[Signature]*  
Kathryn R. Pearson  
Notary Public

My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

88-1000



Signed and sealed at the City of Brookfield, WI this 22nd day of April, 2025.

*[Signature]*

Assistant Secretary

THE BUCKNER COMPANY



City Council Staff Report

To: Honorable Mayor and City Council  
From: Chad Boshell, City Engineer  
Date: June 3, 2025  
SUBJECT: **CRACK SEAL FY 2026 ROAD MAINTENANCE PROJECT BID**

**RECOMMENDATION**

Approve the contract and bid from Asphalt Preservation for the construction of road maintenance improvements in the amount of \$41,700.00 to be paid from various street maintenance funds.

**BACKGROUND**

The City received 5 bids for the Crack Seal FY 2026 Road Maintenance Project ranging from \$41,700.00 to \$57,975.00 and will begin construction in July. The project includes crack sealing throughout 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. 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 2026 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, 2026. 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, 2026.

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 \$ 41,700.00

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 2026 [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 22 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:

Asphalt Preservation

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 2026 ROAD MAINTENANCE PROJECT

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1.01 This Bid is submitted to:

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.

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.

**3.01 In submitting this Bid, Bidder represents that:**

- |                     |                      |
|---------------------|----------------------|
| <u>Addendum No.</u> | <u>Addendum Date</u> |
| <u>Addendum #1</u>  | <u>April 8, 2025</u> |
| _____               | _____                |
| _____               | _____                |

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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
	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	\$2,480.00	\$37,200.00
Total of All Unit Price Bid Items			\$ 41,700.00		

### 2023-2026 Crack Seal

Location	Tons		Price Per Ton	Total
Crack Seal Throughout the City	15		\$2,780.00	\$41,700.00

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: Fernando Gama

*[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: David Gama

*[Signature]*

David Gama

*[Printed name]*

Title: Project Manager/Estimator

Submittal Date: April 22, 2025

Address for giving notices:

3490 W 3300 S, Building A, Unit 4,

West Haven, UT 84401

Telephone Number: (385) 389 - 2927

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: April 22, 2025

Description (Project Name - Include Location): FY 2026 Road Maintenance Project

## BOND

Bond Number: Bid bond

Date: April 22, 2025

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

Asphalt Preservation LLC

Bidder's Name and Corporate Seal

By

Signature

Fernando Gama

Print Name

Partner/Operations Manager

Title

Attest

Signature

Title Project Manager/Estimator

## SURETY

(Seal) Employers Mutual Casualty Company (Seal)

Surety's Name and Corporate Seal

By

Signature (Attach Power of Attorney)

Stacie Hanson

Print Name

Attorney-in-Fact

Title

Attest

Signature

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.

## **ADDENDUM #1**

**PROJECT:** Farmington City  
Crack Seal FY 2026  
Road Maintenance  
Project

**DATE:** April 8, 2025

**OWNER:** Farmington City  
720 West 100 North  
Farmington, Utah 84025

**BID DATE:** April 22, 2025

**ENGINEER:** City

**BID TIME:** 2:00 PM

This Addendum shall be considered part of the Contract Documents and Project Manual for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original Contract Documents and Project Manual, the Addendum shall govern and take precedence.

Item 1.1 Changed the bid due date to April 22<sup>nd</sup>, 2025.

Item 1.2 Changed the due date for questions to April 18<sup>th</sup>, 2025.

## 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:

**BRETT MAYER**

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.

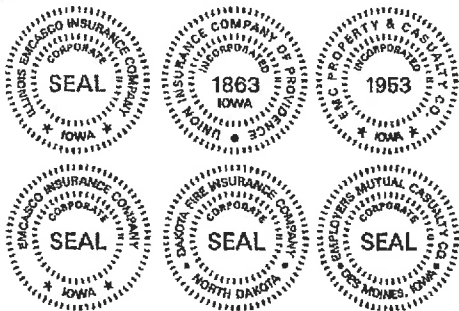
## AUTHORITY FOR POWER OF ATTORNEY

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 22nd day of September, 2022.

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 22nd day of September, 2022 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, 2025.

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

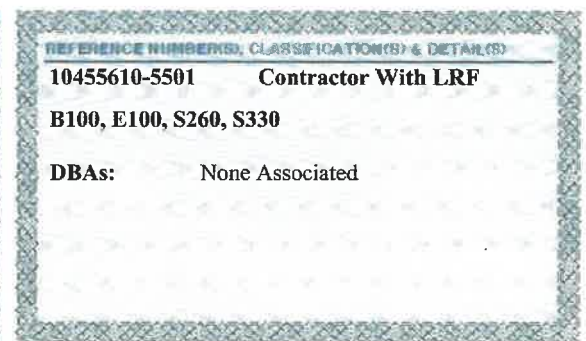
## CERTIFICATE

I, Ryan J. Springer, 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 22nd day of September, 2022, 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 22nd day of April, 2025.

*Ryan J. Springer*  
Vice President



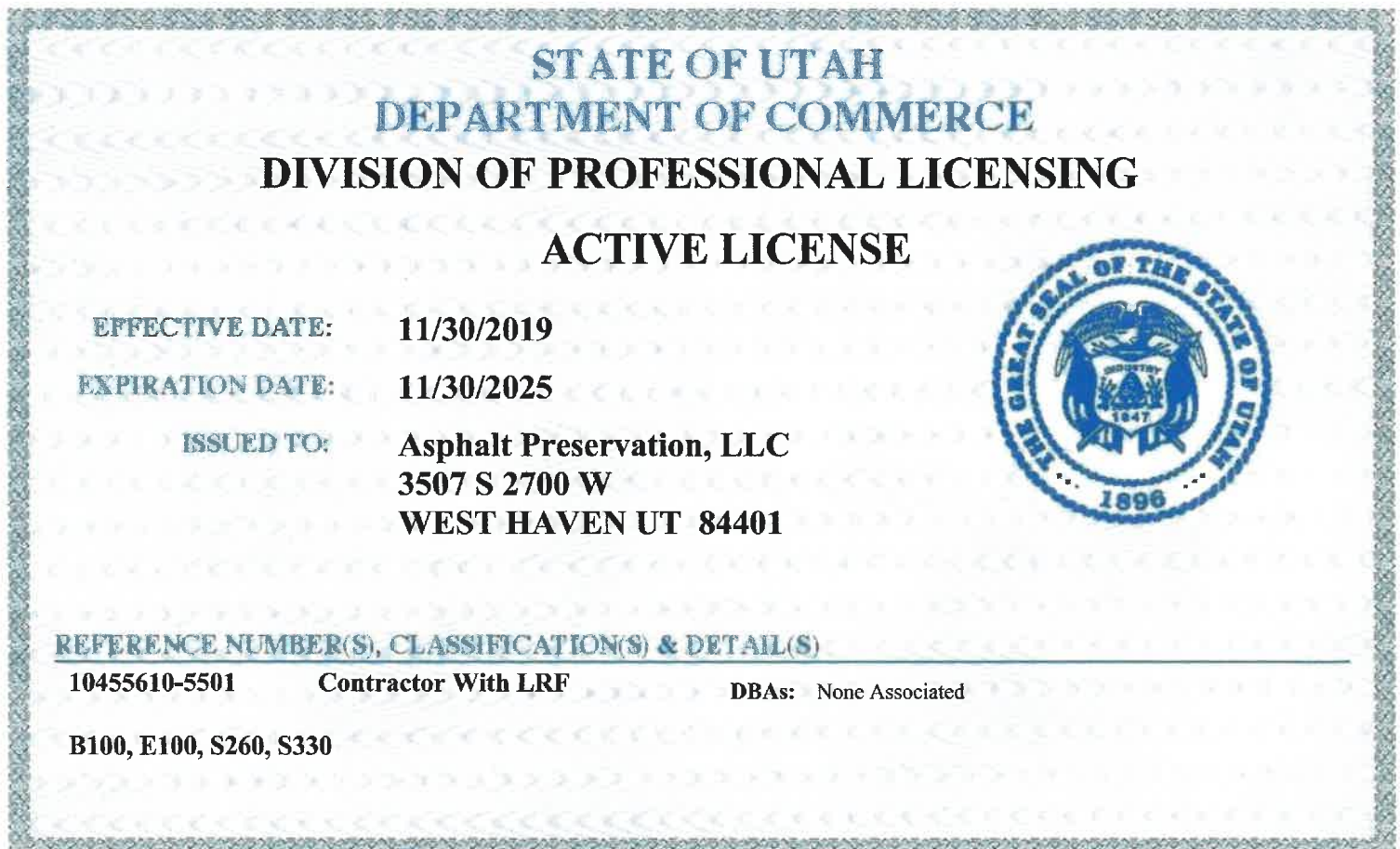


**IMPORTANT LICENSURE REMINDERS:**

- 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.



City Council Staff Report

To: Honorable Mayor and City Council  
From: Chad Boshell, City Engineer  
Date: June 3, 2025  
SUBJECT: **ONYX FY 2026 ROAD MAINTENANCE PROJECT BID**

**RECOMMENDATION**

Approve the contract and bid from Morgan Pavement for the construction of road maintenance improvements in the amount of \$39,393.64 to be paid from various street maintenance funds.

**BACKGROUND**

The City received 2 bids for the Onyx FY 2026 Road Maintenance Project ranging from \$39,393.64 to \$55,015.00 and will begin construction in July. 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. 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 Maintenance (“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 2026 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, 2026. 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, 2026.

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 \$ 39,393.64

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 2026 [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 16 to 23 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:

Morgan Pavement Maintenance

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># 1</u>	<u>04/08/2025</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </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	\$0	\$0
2	Traffic Control	LS	1	\$0	\$0
3	Onyx Frictional Mastic Surface Treatment	SY	20,306	\$1.94	\$39,393.64
4	Public Notice of Construction to Residents	LS	1	\$0	\$0
Total of All Unit Price Bid Items			\$	39,393.64	

2025-2026 Onyx Frictional Mastic Surface Treatment			
Road Name	From Address	To Address	
<b>Kensington</b>	<b>Somerset St</b>	<b>Top of Ramsgate</b>	
Onyx FMST		6400	
		<b>Subtotal</b>	<b>\$1.94 \$12,416.00</b>
<b>1800 W</b>	<b>Ranch Rd</b>	<b>End</b>	
Onyx FMST		244	
		<b>Subtotal</b>	<b>\$1.94 \$473.36</b>
<b>1690 W</b>	<b>Ranch Rd</b>	<b>End</b>	
Onyx FMST		1411	
		<b>Subtotal</b>	<b>\$1.94 \$2,737.34</b>
<b>1525 W</b>	<b>Innovator Dr</b>	<b>Spring Meadow</b>	
Onyx FMST		2010	
		<b>Subtotal</b>	<b>\$1.94 \$3,899.40</b>
<b>550 N</b>	<b>Innovator Dr</b>	<b>Maker Way</b>	
Onyx FMST		3843	
		<b>Subtotal</b>	<b>\$1.94 \$7,455.42</b>
<b>1075 W</b>	<b>Oakridge Park D (1770 N.)</b>	<b>Main St.</b>	
Onyx FMST		6158	
		<b>Subtotal</b>	<b>\$1.94 \$11,746.52</b>

50 West	Rawl Drive (750 S)	Intersection	
Onyx FMST		240	
		Subtotal	\$ 1.94 \$ 465.60
		TOTAL	\$ 39,393.64

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.: 9198470-5501

#### 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], VP  
[Signature]

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

Attest: [Signature]  
[Signature]

Kasen Garrett  
[Printed name]

Title: Estimator / Salesman

Submittal Date: 04/22/25

Address for giving notices:

1625 625 S. Main Street  
Clearfield, UT 84015

Telephone Number: 385-368-6213

Fax Number: NA

Contact Name and e-mail address: Kasen Garrett  
Kgarrett@morganpavement.com

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: April 22, 2025

Description (Project Name - Include Location): Onyx throughout city

**BOND**

Bond Number: n/a

Date: April 22, 2025

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**

Morgan Pavement Maintenance

Bidder's Name and Corporate Seal

By

Signature

Print Name

Title

Attest

Signature

Title

**SURETY**

(Seal) United States Fire Insurance Company (Seal)

Surety's Name and Corporate Seal

By

Signature (Attach Power of Attorney)

Print Name

Attorney in Fact

Title

Attest

Signature

Title



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.

**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.

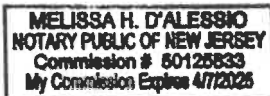
**UNITED STATES FIRE INSURANCE COMPANY**



State of New Jersey }  
County of Morris }

Matthew E. Lubin, President

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 22 day of April 2025

**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> <b>PO BOX 190</b> <b>Clearfield UT 84089</b>  <b>EFFECTIVE</b> <b>12/21/2023</b>  <b>EXPIRATION</b> <b>11/30/2025</b>	<b>REFERENCE NUMBER(S), CLASSIFICATION(S) &amp; DETAIL(S)</b> <b>9798330-5501 Contractor With LRF</b>  <b>B100, E100, S260</b>  <b>DBAs: MAIN LINE CONSTRUCTION SERVICES</b> <b>MORGAN PAVEMENT MAINTENANCE</b>
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**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.

**STATE OF UTAH**  
**DEPARTMENT OF COMMERCE**  
**DIVISION OF PROFESSIONAL LICENSING**  
**ACTIVE LICENSE**



**EFFECTIVE DATE:** 12/21/2023  
**EXPIRATION DATE:** 11/30/2025  
**ISSUED TO:** Morgan Industries Inc  
PO BOX 190  
Clearfield UT 84089

**REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)**

<b>9798330-5501</b>	<b>Contractor With LRF</b>	<b>DBAs: MAIN LINE CONSTRUCTION SERVICES</b>
<b>B100, E100, S260</b>		<b>MORGAN PAVEMENT MAINTENANCE</b>

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.**



### **ADDENDUM #1**

**PROJECT:** Farmington City  
Onyx FY 2026  
Road Maintenance  
Project

**DATE:** April 8, 2025

**OWNER:** Farmington City  
720 West 100 North  
Farmington, Utah 84025

**BID DATE:** April 22, 2025

**ENGINEER:** City

**BID TIME:** 2:00 PM

This Addendum shall be considered part of the Contract Documents and Project Manual for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original Contract Documents and Project Manual, the Addendum shall govern and take precedence.

Item 1.1 Changed the bid due date to April 22<sup>nd</sup>, 2025.

Item 1.2 Changed the due date for questions to April 18<sup>th</sup>, 2025.



City Council Staff Report

To: Honorable Mayor and City Council  
From: Chad Boshell, City Engineer  
Date: June 3, 2025  
SUBJECT: **OVERLAYS FY 2026 ROAD MAINTENANCE PROJECT BID**

**RECOMMENDATION**

Approve the contract and bid from BH Inc for the construction of road maintenance improvements in the amount of \$940,000.00 to be paid from various street maintenance funds.

**BACKGROUND**

The City received 5 bids for the Overlays FY 2026 Road Maintenance Project ranging from \$940,000.00 to \$1,088,648.20 and will begin construction in July. 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. 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  
B.H. 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 2026 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, 2026. 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, 2026.

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 \$ 940,000.00

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 30 to 36 inclusive).
  - 2. Performance bond (pages 38 to 40, inclusive).
  - 3. Payment bond (pages 41 to 41, 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 49 to 137, inclusive).
- 6. Supplementary Conditions (pages 138 to 146, 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 2026 [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 19, and 25 to 28 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:

BH, Inc

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 2026 ROAD MAINTENANCE PROJECT

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## 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	04/08/2025

- 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	34,788.15	34,788.15
2	Traffic Control	LS	1	13,400.00	13,400.00
3	Public Notice of Construction to Residents	LS	1	2,100.00	2,100.00
4	3" Overlay with Fiber (PG 64-34)	SY	6,945	20.70	143,761.50
5	2" Overlay with Fiber (PG 58-28)	SY	38,091	12.50	476,137.50
6	7' Edge Mill 2" to 0" Taper	LF	47,736	1.45	69,217.20
7	14' Edge Mill 4" to 0" Taper	LF	2,419	6.45	15,602.55
8	Profile Mill 5" Edge to 3" Center	SY	4,607	2.30	10,596.10
9	Manhole Lowered and Raised to Grade	EA	37	880.00	32,560.00
10	Water Valves Lowered and Raised to Grade	EA	77	675.00	51,975.00
11	Manholes Raised to Grade	EA	46	725.00	33,350.00
12	Water Valves Raised to Grade	EA	28	600.00	16,800.00
13	Monuments Lowered and Raised to Grade	EA	1	805.00	805.00
14	Monuments Raised to Grade	EA	27	515.00	13,905.00
15	3" Profile Mill	SY	6945	3.60	25,002.00
Total of All Unit Price Bid Items			\$ 940,000.00		



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: Nathan Huschka

*[Signature]*

*[Printed name]* Nathan Huschka

*(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: 4/22/2025

Address for giving notices:

1375 W Center Street, North Salt Lake, Utah 84054

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.  
1375 W Center Street  
North Salt Lake, UT 84054

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: April 22, 2025

Description (Project Name - Include Location): Overlays FY 2026 Road Maintenance Project

## BOND

Bond Number: n/a

Date: April 16, 2025

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  
B H, Inc.

SURETY  
Liberty Mutual Insurance Company

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By

By

Signature

Signature (Attach Power of Attorney)

Print Name

Nicole Stillings

Print Name

Attorney-in-Fact

Title

Title

Signature

Signature

Title

Title Witness 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.





## POWER OF ATTORNEY

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

Certificate No: **8213401- 190054**

**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, Kristine M. Becks; Melinda C. Blodgett; R. C. Bowman; Joseph Cardinal; Tina Domask; Sandra M. Engstrom; R. W. Frank; Ted Jorgensen; Joshua R. Loftis; Ryan-Olivia E Lundy; Michelle Morrison; Austin Muchlschlegel; Brian J. Oestreich; Sarah Robinson; Ross S. Squires; Nicole Stillings; Nathan Weaver; Colby D. White

all of the city of St. Louis Park 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 19th day of March, 2025.



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

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 19th day of March, 2025 before me personally appeared Nathan J. Zangerle, 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, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
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 Nathan J. Zangerle, 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 16th day of April, 2025.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

LICENSE NO. 1028

# City Of Naples Business License



**Issued By:**

**The City of Naples**

Phone: 435-789-9090

1420 East 2850 South

Naples, Utah 80478

Date Issued: 12/11/2024

**B.H.I.**

Fee Paid: 127.00

**Issued To:**

B.H.I.

1175 East 2000 South

Naples UT 84078

Renewal Date: 12/31/2025

Type of Business: Electrical and Excavation

Business Location: 1175 East 2000 South

This certifies that the above named business has paid the required license fee and is hereby authorized to carry on business in the City of Naples, for the period ending as stated above. The business is subject to the provisions of the Business License Code of the City of Naples.

*Melissa Kay*  
City Recorder



*D. A. G.*  
Mayor

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

## **ADDENDUM #1**

**PROJECT:** Farmington City  
Overlays FY 2026  
Road Maintenance  
Project

**DATE:** April 8, 2025

**OWNER:** Farmington City  
720 West 100 North  
Farmington, Utah 84025

**BID DATE:** April 22, 2025

**ENGINEER:** City

**BID TIME:** 2:00 PM

This Addendum shall be considered part of the Contract Documents and Project Manual for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original Contract Documents and Project Manual, the Addendum shall govern and take precedence.

Item 1.1      Changed the bid due date to April 22<sup>nd</sup>, 2025.

Item 1.2      Changed the due date for questions to April 18<sup>th</sup>, 2025.

## FARMINGTON CITY – CITY COUNCIL MINUTES

May 20, 2025

### WORK SESSION

Present:

*City Manager Brigham Mellor,  
Mayor Pro Tempore/Councilmember Alex  
Leeman,  
Councilmember Roger Child,  
Councilmember Melissa Layton,  
Councilmember Amy Shumway,  
City Attorney Paul Roberts,  
City Recorder DeAnn Carlile,  
Recording Secretary Deanne Chaston,*

*Community Development Director Dave  
Petersen,  
Assistant Community Development  
Director/City Planner Lyle Gibson,  
Assistant City Manager/City Engineer Chad  
Boshell,  
Finance Director Greg Davis, and  
Assistant Finance Director Levi Ball.*

Mayor Pro Tempore/Councilmember **Alex Leeman** called the work session to order at 6:08 p.m. Mayor **Brett Anderson** and Councilmember **Scott Isaacson** were excused.

### **CONSOLIDATED FEE SCHEDULE DISCUSSION**

Assistant Finance Director **Levi Ball** said the biggest change in the budget is the 8% increase in utilities even though there is need for more. The Sewer District is passing the increase on to Farmington. This budget does not include the green waste program.

City Manager **Brigham Mellor** said \$10 per can per month will cover the cost of green waste cans, dump fee, and pick up. The announcement of the new program will come in January. In the off season, the green can may be used as a black can. It will be an opt-out program where green cans will be left for a month for residents with a certain size of lot, and they can call the City to come pick it up if they don't want to participate. The cans will be ordered at the end of June, and they should be ready by spring.

**Ball** said Weber Basin is planning to increase their rates by 14% in 2026, and another 16% in 2027. There is no shortage of future major infrastructure cost needs. Therefore, rate increases will be needed in the future. There has not been a major storm water replacement in the past 20 years. There have been other minor fee schedule changes such as the Police Department increasing rates for fingerprinting and accident reports.

Finance Director **Greg Davis** said fluoride has been a major expense, so recent legislation cutting fluoride ended up being a budget reduction for the City. The Council will be addressing changes to the Consolidated Fee Schedule on June 3, 2025, and new fees will be adopted on June 17, 2025.

### **PARK NAMING DISCUSSION**

The work session was held to consider naming the new regional park. Staff and City Councilmembers suggested several names including Primrose Park, Frances Peak Park, North Station Park, Innovator Park, Pedigree Park, Family Tree Park, Arbor Park, Firehouse Park, Canopy Tree Park, Orchard Park, Primrose Place, Canopy Acres, and Farmington Commons,



The choices were narrowed to Canopy Commons, Primrose Place, Farmington Commons, and North Cottonwood Commons. The final choice was North Cottonwood Commons because of its historical ties.

## **REGULAR SESSION**

Present:

*City Manager Brigham Mellor,  
Mayor Pro Tempore/Councilmember Alex  
Leeman,  
Councilmember Roger Child,  
Councilmember Melissa Layton,  
Councilmember Amy Shumway,  
City Attorney Paul Roberts,  
City Recorder DeAnn Carlile,  
Recording Secretary Deanne Chaston,*

*Community Development Director Dave  
Petersen,  
Assistant Community Development  
Director/City Planner Lyle Gibson,  
Assistant City Manager/City Engineer Chad  
Boshell,  
Finance Director Greg Davis, and  
Assistant Finance Director Levi Ball.*

## **CALL TO ORDER:**

Mayor **Alex Leeman** called the meeting to order at 7:03 p.m. Mayor **Brett Anderson** and Councilmember **Scott Isaacson** were excused. Councilmember **Alex Leeman** offered the invocation, and the Pledge of Allegiance was led by Councilmember **Roger Child**.

## **PRESENTATION:**

### **Musical number by Pizzicato Strings and Company**

City Manager **Brigham Mellor** presented this agenda item. The 13 company members are ages 4 to 18 and put on two programs per year, mostly performed by memory. **Peggy Wheelwright** is the founder of the group that has toured in the United States and Europe. The group, who are classically trained via private lessons, presented two numbers including a Star Wars Medley and A Million Dreams.

**Child** said their numbers were the most incredible thing that had ever been performed in the City Council chamber.

## **LOCAL BUSINESS AUTHORITY (LBA) MEETING**

Present:

*City Manager Brigham Mellor,  
LBA Boardmember Alex Leeman,  
LBA Boardmember Roger Child,  
LBA Boardmember Melissa Layton,  
LBA Boardmember Amy Shumway,  
City Attorney Paul Roberts,  
City Recorder DeAnn Carlile,  
Recording Secretary Deanne Chaston,*

*Community Development Director Dave Petersen,  
Assistant Community Development Director/City Planner Lyle Gibson,  
Assistant City Manager/City Engineer Chad Boshell,  
Finance Director Greg Davis, and  
Assistant Finance Director Levi Ball.*

### **Motion:**

LBA Boardmember **Roger Child** made the minute motion to adjourn to the Local Business Authority (LBA) Meeting.

LBA Boardmember **Melissa Layton** seconded the motion. All board members voted in favor, as there was no opposing vote.

LBA Boardmember Roger Child	X Aye	___	Nay
LBA Boardmember Melissa Layton	X Aye	___	Nay
LBA Boardmember Alex Leeman	X Aye	___	Nay
LBA Boardmember Amy Shumway	X Aye	___	Nay

### **CALL TO ORDER:**

Boardmember **Alex Leeman** called the meeting to order at 7:21 p.m. Mayor **Brett Anderson** and LBA Boardmember **Scott Isaccson** were excused.

### **BUSINESS:**

#### **Consideration for adoption of a resolution adopting Bylaws for the Local Building Authority**

Assistant Finance Director **Levi Ball** presented this agenda item. The LBA is the funding mechanism required for the City to issue lease revenue bonds. As the City has explored different financing options, the lease revenue bond option is currently the most advantageous for both pricing and credit for the City's long-term goals. The LBA is structured similar to the City where the City Council and the Mayor are the board and chair of the LBA. This board will make all decisions for bonding, similar to if the City Council were making the decisions.

During the May 6, 2025, City Council meeting, the LBA Creation Resolution and Articles of Incorporation were adopted. The signed Articles of Incorporation have been filed with the State of Utah Division of Corporations to officially register the LBA. The Governing Board of the LBA is convening for the first time today to adopt the Bylaws. Bond Counsel Gilmore & Bell, P.C. provided the Resolution of Authority Approving Bylaws and Bylaw documents.

**Marcus Keller**, the City's new bonding advisor, said this sets the foundation that will allow the City to issue lease revenue bonds if and when needed. This is a mirror image of City Council.

**Garrett Gross**, representing Gillmore & Bell, said that they had to resubmit the Articles of Incorporation after the State requested that the registered agent not be handwritten as originally submitted, but rather typeset. The Bylaws are straight forward.

City Attorney **Paul Roberts** said he had no concerns.

***Motion:***

**Layton** moved that the LBA adopt the Bylaws.

Boardmember **Amy Shumway** seconded the motion. All LBA members voted in favor, as there was no opposing vote.

LBA Boardmember Roger Child	<b>X</b> Aye	<input type="checkbox"/> Nay
LBA Boardmember Melissa Layton	<b>X</b> Aye	<input type="checkbox"/> Nay
LBA Boardmember Alex Leeman	<b>X</b> Aye	<input type="checkbox"/> Nay
LBA Boardmember Amy Shumway	<b>X</b> Aye	<input type="checkbox"/> Nay

***Motion:***

**Shumway** moved that the LBA adjourn and reconvene the City Council Meeting.

**Child** seconded the motion. All LBA members voted in favor, as there was no opposing vote.

LBA Boardmember Roger Child	<b>X</b> Aye	<input type="checkbox"/> Nay
LBA Boardmember Melissa Layton	<b>X</b> Aye	<input type="checkbox"/> Nay
LBA Boardmember Alex Leeman	<b>X</b> Aye	<input type="checkbox"/> Nay
LBA Boardmember Amy Shumway	<b>X</b> Aye	<input type="checkbox"/> Nay

**BUSINESS:**

**I-15 Reconstruction Master Agreement**

Assistant City Manager/City Engineer **Chad Boshell** presented this agenda item. City Staff has been meeting regularly with the Utah Department of Transportation (UDOT) to discuss the I-15 Reconstruction Project design and how it affects City infrastructure. The project crosses many City storm drain and water lines that will need to be relocated, cased, and improved. UDOT wants to enter into a master agreement that sets forth the process to have a third-party contractor design and construct the work. The agreement dictates the process of design, review, and approval; establishes contact information; and sets out cost responsibilities. It also establishes that agreement for individual projects are to be supplemental agreements to this master agreement. City Staff and the City Attorney have reviewed the master agreement and recommend approving it with UDOT. **Boshell** said Farmington controls the betterment aspect.

Councilmember **Melissa Layton** was concerned about the daily record keeping. **Boshell** said that for the West Davis Corridor (WDC), money was set aside for outside consultants to do the required daily record keeping. When Farmington inspectors are out, the City doesn't get reimbursed for their efforts. For the Main Street project, UDOT had an inspector on site every day.

**Layton** noticed that there was no email or phone number for the UDOT contact on the contract. However, **Boshell** said he is not worried about that since Farmington has a good relationship with UDOT for the most part. Farmington is probably the city least impacted by this UDOT project. Cities to the south are much more impacted. The project will start in 2027 and will last two to three years.

***Motion:***

**Child** moved that the City Council approve the master agreement for third party work with UDOT for the I-15 Reconstruction project.

**Layton** seconded the motion. All Councilmembers voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Alex Leeman	X Aye	___	Nay
Councilmember Roger Child	X Aye	___	Nay
Councilmember Melissa Layton	X Aye	___	Nay
Councilmember Amy Shumway	X Aye	___	Nay

**Amendments to Chapter 11-17, and to Section 11-2-020 of the Zoning Ordinance-  
alternative lot standards, setbacks, additional lot criteria, building height special  
exceptions, and clarifying a definition for building or structure height**

Community Development Director **David Petersen** presented this agenda item. According to State Code, the City can't require an applicant to do something such as preserve a historic resource; instead, the City should provide an incentive. This zone text amends Chapter 11-17 of the Zoning ordinance related to alternative lot standards, setbacks, additional lot criteria, and building height special exceptions, as well as a zone text amendment to Chapter 11-2-020 clarifying the definition for building height.

In 2020, everyone was required to make 10% of their housing stock moderate-income housing. In single-family and agricultural zone, there are other things to consider. In this zone, there was never such things. Staff would like to include the preservation of historic resources as well. State law requires incentives to be offered for moderate-income housing. Therefore, the section didn't meet State law. The proposed changes would make the Original Townsite Residential (OTR) on equal footing with how the other zones are handled. Originally, the OTR didn't reference the building heights of main buildings, but the proposed language cleans that up.

***Motion:***

**Child** moved that the City Council approve the enabling ordinance (enclosed in the Staff Report) removing Section 11-17-035, enacting Section 11-17-045, amending Section 11-17-070 E.1., and modifying the building or structure height definition in Section 11-2-020, as set forth in said enabling ordinance, subject to all applicable Farmington City development standards and codes.

**Findings 1-6:**

1. Section 11-17-035 of the Zoning Ordinance requires a subdivider to "provide or set aside lots (or dwelling units at the option of the City) equal in number to at least ten percent (10%) of the total number of lots approved for the subdivision for moderate income housing. . ." This is in violation of 10-9a-535 of the State Code because



Section 11-17-035 does not provide an incentive. The proposed text amendment deleting Section 11-17-035 does not provide an incentive. The proposed text amendment deleting Section 11-17-035 and adding Section 11-17-045 ensures that the Farmington OTR ordinance is consistent with State Law [Note: The incentive offered in the new section is greater lot flexibility (i.e. lot area, setbacks, etc.) for the property owner.]

2. The new Section—11-17-045 mirrors language incorporated in the residential and agriculture chapters of the Zoning Ordinance.
3. In addition to moderate income housing, Section 11-17-045 also provides an incentive option for preserving an historic resource. Many such resources exist in the OTR zone.
4. The new Section 11-17-045 is better placed in the overall text of the Chapter than 11-17-035, because the alternatives to the “standard” should come after the standards in Section 11-17-040.
5. A special exception to main building height is allowed in the single-family and agriculture chapters the Zoning Ordinance, but not in the OTR Zone. The proposed zone text amendment rectifies this discrepancy.
6. Discounting the ground elevation in front of doors helps builders better meet the City’s building or structure height definition and makes no difference to the overall height of the building or structure related to the rest of the finished grade.

**Layton** seconded the motion. All Councilmembers voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Alex Leeman	<b>X</b> Aye <input checked="" type="checkbox"/> Nay
Councilmember Roger Child	<b>X</b> Aye <input checked="" type="checkbox"/> Nay
Councilmember Melissa Layton	<b>X</b> Aye <input checked="" type="checkbox"/> Nay
Councilmember Amy Shumway	<b>X</b> Aye <input checked="" type="checkbox"/> Nay

### **Zone Text amendment allowing for the consideration of accessory structures in the rear yard as a Special Exception**

Assistant Community Development Director/City Planner **Lyle Gibson** presented this agenda item. The required rear yard refers to the area of the rear yard which is considered as part of the rear yard setback. The rear yard setback for conventional lots in the single-family residential zones is 30 feet.

Accessory building standards are described by 11-11-060 of the Single-Family Residential Zones chapter. These standards include limitations to the percentage of the required rear yard that may be covered by accessory buildings. Currently, accessory buildings may cover up to 25% of the required rear yard.

On larger lots, there can be excess of rear yard space outside of the required rear yard. However, this space is not encumbered by the percentage requirement, so accessory buildings can extend into this area. Required rear yard space is limited in coverage by the ordinance in part because on smaller lots, most of the rear yard is the required rear 30 feet. For efficient use of space and for the sake of flexibility, many accessory buildings are placed near the rear property line. For example, a detached garage is placed in the far back in order to open the rest of the rear yard up to other amenities. On larger lots, the required rear yard limitation limits the usable accessory

building area, as opposed to smaller lots where the 25% coverage limit prevents crowding, view impediment, air flow, and open sky. The zone text amendment proposes a special exception option for lots greater than 0.4 acres in size. In considering a Special Exception, FCC 11-3-045 E identifies the standards of review, as listed in the Staff Report. This amendment would give the applicant an option to go through the Planning Commission to get a special exception for additional lot coverage. It would be a public process and neighbors would have a chance to speak to the issue.

***Motion:***

**Shumway** moved that the City Council approve the enabling ordinance (enclosed in the Staff Report) amending Section 11-11-060 Accessory Buildings and Structures.

**Findings 1-7:**

1. Existing conditions would not change for the majority of single-family residential lots.
2. The proposed amendment allows owners to place buildings in a typical and expected manner on their lots, providing for more flexibility.
3. On lots in Agricultural zones, which may access the single-family residential standards per 11-10-040 H 1b, total lot coverage standards begin applying at 0.5 acre, which would limit those cases to what is permitted per 11-10-040 C. In short, the zone text amendment only affects agricultural and single-family residential parcels between 0.41-0.49 acres.
4. The Planning Commission retains discretion over individual cases which meet the specific criteria for a special exception for accessory building and structure coverage standards.
5. The proposed amendment is reasonably necessary for the reasons stated in the report (enclosed in the Staff Report).
6. The proposed amendment is in the public interest, as it does not affect the majority of parcels within Farmington City, and increases flexibility for others.
7. The proposed amendment is consistent with the City General Plan and in harmony with the objectives and purpose of the zoning ordinance.

**Child** seconded the motion. All Councilmembers voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Alex Leeman  
Councilmember Roger Child  
Councilmember Melissa Layton  
Councilmember Amy Shumway

X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay

**SUMMARY ACTION:**

**Minute Motion Approving Summary Action List**

The Council considered the Summary Action List including:

- Item 1: Monthly Financial Report
- Item 2: Resolution updating the Policies and Procedures of the Farmington City Planning Commission establishing agenda order and how public comment is managed during a meeting.

- Item 3: Interlocal Agreement for Fire Protection Services in Fruit Heights. Farmington Fire has served Fruit Heights for the last three years. It has gone well; the intent would be to continue that route for at least the next five years. Fruit Heights approved this agreement at their Council meeting on Tuesday, May 6, 2025.
- Item 4: Approval of Minutes for May 6, 2025.

***Motion:***

**Child** moved to approve the Summary Action list Items 1-4 as noted in the Staff Report.

**Layton** seconded the motion. All Council members voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Alex Leeman	X Aye	_____	Nay
Councilmember Roger Child	X Aye	_____	Nay
Councilmember Melissa Layton	X Aye	_____	Nay
Councilmember Amy Shumway	X Aye	_____	Nay

**GOVERNING BODY REPORTS:**

**City Manager Report**

**Mellor** said the City is in the process of interviewing for a new fire chief, and have already reviewed multiple candidates. June 16, 2025, will be Fire Chief **Rich Love**'s retirement party. **Petersen**'s last day will be in July.

**Mayor Anderson and City Council Reports**

**Layton** said she appreciated the flowers in front of City Hall. May 28, 2025, at 8:30 a.m. will be the date for the Parents Empowered Partnership at Lagoon.

**Shumway** noted that the pot holes on Main Street have formed quickly. **Mellor** said the Americans with Disabilities Act (ADA) ramps on that project will start this week on the north side. All concrete work must be done before milling and resurfacing begin in August. It has been a record year for claims of popped tires. The trail will be closed off while the well work is being finished. **Shumway** noted that the trail experience is back to what it should be.

**Leeman** said he likes the monthly financial reports, but a short summary identifying outliers etc. would be helpful. He requested timelines be provided for the WDC betterments. **Mellor** said \$350,000 has been budgeted for this year to address the tree element. Hard costs won't be provided until items are put out to bid. **Leeman** asked if those interested could be provided with the opportunity to rank priorities associated with estimated costs.

**Mellor** said design work for the pump track under the powerlines is budgeted for \$60,000 of an additional \$350,000. There is still work to be done with the Homeowner's Association (HOA). Farmington won't do construction drawings or pre-emptive construction work until after the ramp is complete. UDOT will need to move the lift station to make way for the widening, which would impact Farmington's park. All sewer improvements are slated to be complete by the end of the 2025 calendar year. Farmington already has good landscaping people who can provide estimates. He will set up a meeting.

**Child** said the reopening of Main Street brought the temperature of many residents' feelings down. He noted that he gets many texts from residents asking why the City is watering during rain storms. This shows that the residents are getting more responsible with irrigation. **Mellor** said that the City's smart sensors determine what is sufficient to meet the needs of the lawn. Many times a couple of minutes of rain doesn't equate to enough water to keep a lawn alive. However, if a resident provides a location, City crews can check out the sensor readings.

## **ADJOURNMENT**

### ***Motion:***

**Child** made a motion to adjourn the meeting at 8:19 p.m.

**Shumway** seconded the motion. All Council members voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Alex Leeman  
Councilmember Roger Child  
Councilmember Scott Isaacson  
Councilmember Melissa Layton  
Councilmember Amy Shumway

X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay

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**DeAnn Carlile**, Recorder