



NIBLEY CITY COUNCIL MEETING AGENDA

Thursday, May 23, 2024 – 6:30 p.m.

In accordance with Utah Code Annotated 52-4-207 and Nibley City Resolution 12-04, this meeting may be conducted electronically. The anchor location for the meeting will be Nibley City Hall, 455 West 3200 South, Nibley, Utah. The public may also participate in the meeting via the Zoom meeting link provided at www.nibleycity.com. Public comment should be submitted to cheryl@nibleycity.com by 6:30 p.m. and will be read into the public record.

1. Opening Ceremonies (Councilmember Mann)
2. Call to Order and Roll Call (Chair)
3. Approval of the May 2, 2024, Meeting Minutes and the Current Agenda (Chair)
4. Public Comment Period¹ (Chair)
5. Planning Commission Report
6. **Presentation:** CVTD -Lieren Hansen
7. **Discussion & Consideration:** Ordinance 24-06—Amending 21.10.020 Open Space Subdivision, Adjusting Lot Standards, Including Adoption of Standards Within R-2A Zones and Revising Setbacks in Various Zones (First Reading)
8. **Discussion & Consideration:** Resolution 24-11—2024 Nibley City Regulations for Fireworks (First Reading)
9. **Discussion & Consideration:** Awarding a Contract with American Ramp Company for Purchase and Installation of a Bicycle Playground for Phase 2 of Ridgeline Park City Park
10. **Discussion & Consideration:** Awarding a Contract with DWA for Construction of Phase 1 of the Ridgeline Park City Park
11. **Discussion & Consideration:** Purchase and Installation of Playground Equipment and Engineered Wood Fiber Surfacing from Landscape Structures, Inc. for Phase 1 of Ridgeline Park City Park
12. **Discussion & Consideration:** Resolution 24-12 – A Resolution Expressing Support for the use of RAPZ/Restaurant Tax Revenue to fund a County-wide Indoor Recreation Feasibility Study (First Reading)
13. **Workshop:** Resolution 24-10--Amending the Budget for the Various Funds of Nibley City for the Fiscal Year 2023-24, and Adopting the Budget for the Various Funds of Nibley City and Other Budgetary Matters for Fiscal year 2024-25 and Adjusting Certain Fees and Payments for Services

Adjourn to Closed Session

14. Discussion of the Character, Professional Competence, or Physical or Mental Health of an Individual; Pursuant to Utah Code 52-4-205

Adjourn to Open Session

15. Council and Staff Report

Adjourn

Nibley City's next scheduled Council meeting will be on Thursday, June 6, 2024.

¹ Public input is welcomed at all City Council Meetings. 15 minutes have been allotted to receive verbal public comment. Verbal comments shall be limited to 3 minutes per person. A sign-up sheet is available at the entrance to the Council Chambers starting 15 minutes prior to each council meeting and at the rostrum for the duration of the public comment period. Commenters shall identify themselves by name and address on the comment form and verbally for inclusion in the record. Comment will be taken in the order shown on the sign-up sheet. Written comment will also be accepted and entered into the record for the meeting if received prior to the conclusion of the meeting. Comments determined by the presiding officer to be in violation of Council meeting rules shall be ruled out of order.

In compliance with the Americans With Disabilities Act, reasonable accommodations for individuals with disabilities will be provided upon request. For assistance, please call (435) 752-0431

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5-23-24 Council Meeting Change Summary
(changes made to the agenda item report since 5-18-24)

- #7 – Levi Roberts, City Planner updated 7.2- code changes based upon City Attorney edits. Attorney made some clarifying changes to definitions
- #9 – Background information was added for item 9 Awarding a Contract with American Ramp Company for Purchase and Installation of a Bicycle Playground for Phase 2 of Ridgeline Park City Park
- #10 – Background information was added for item 10 Awarding a Contract with DWA for Construction of Phase 1 of the Ridgeline Park City Park
- #11 – Background information was added for item 11 Purchase and Installation of Playground Equipment and Engineered Wood Fiber Surfacing from Landscape Structures, Inc. for Phase 1 of Ridgeline Park City Park
- #12 – This item was amended to be considered a Resolution by the City Council and the background was amended. 24-12 – A Resolution Expressing Support for the use of RAPZ/Restaurant Tax Revenue to fund a County wide Indoor Recreation Feasibility Study

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Agenda Item #6

Description	Update– Cache Valley Transit District
Presenter	Lieren Hansen, Nibley, Millville & Hyrum Representative to the Cache Valley Transit District
Recommendation	Hold a discussion regarding the Cache Valley Transit District as it relates to Nibley, Millville, and Hyrum Cities
Reviewed By	

Background:

Lieren was selected by the Hyrum, Millville and Nibley City Council's as the designated representative for the Cities on the CVTD Board of Directors. She will be on hand to give an update the Council.

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Agenda Item #7

Description	Discussion & Consideration: Ordinance 24-06--Amending 21.10.020 Open Space Subdivision, Adjusting Lot Standards, Including Adoption of Standards Within R-2A Zones and Revising Setbacks in Various Zones (First Reading)
Presenter	Levi Roberts, City Planner
Planning Commission Recommendation	Approval of Ordinance 24-06--Amending 21.10.020 Open Space Subdivision, Adjusting Lot Standards, Including Adoption of Standards Within R-2A Zones and Revising Setbacks in Various Zones
Staff Recommendation	Approval of Ordinance 24-06--Amending 21.10.020 Open Space Subdivision, Adjusting Lot Standards, Including Adoption of Standards Within R-2A Zones and Revising Setbacks in Various Zones for first reading
Reviewed By	Nibley City Planning Commission, City Planner, City Attorney

Background

NCC 21.10.020 provides standards for development within an Open Space Subdivision. An Open Space Subdivision (formerly rural preservation and conservation) provides an incentive for developers to preserve open space by offering a density bonus with some flexibility for lot size and width. The ordinance was crafted to incentivize the usage of open space preservation in R-1, R-1A and R-2 zones. R-2A zones are also eligible. However, for the purposes of the ordinance, they are treated the same as a R-2 zone. In other words, the base density is based upon ½ acre lots, rather than 14,000 sq ft lots (.32 acre) lots. Therefore, there is no real incentive to develop an open space subdivision in a R-2A zone as the maximum density bonus allowed in an open space subdivision is 35% and R-2A allows for approximately 35% additional lots compared to a conventional development within a R-2 zone.

This nuance to the ordinance has created a disincentive for the City to rezone property to R-2A, as it diminishes to prospect of providing open space within a new development. The Planning Commission discussed potential alternatives to this code limitation including the following:

1. Amendments to the Open Space Subdivision Code that would allow additional density based upon R-2A zoning, thus incentivizing its use within a R-2 zone. This could, in effect, allow development with the equivalent density of ¼ acre lots

(~10,000 sq ft) with potential allowances for 6,000 sq ft lots with potentially limited multi-family development within R-2A zones.

2. Remove the R-2A zone for consideration for future development. This would, in effect, 'downzone' areas, removing the option for residential development on lots lower than ½ acre without the provision of open space.
3. Limit R-2A zones to smaller areas (potentially less than 5 acres). Larger areas would be R-2 or lower density, thus incentivizing the use of open space subdivision on larger parcels that have a greater potential for open space preservation.

During two workshop discussions, the Planning Commission indicated support for option 1. Staff has drafted amendments to the existing open space ordinance, which would allow for an 'incentive multiplier' or density bonus within R-2A zones based upon R-2A minimum lot sizes, rather than R-2. Additional proposed amendments include:

- Specifications for minimum lot sizes and lot width within R-2A zones, based upon the amount of open space provided. The lot sizes are based upon the proportion specified in other zones, but using R-2A as the base density. The smallest lot size within an open space subdivision would be 5,000 sq. ft.
- Allowance for an additional 5% incentive multiplier in R-2 zones, in line with other zones.
- Modifications to minimum setbacks within all zones. Because lot sizes are reduced within an Open Space Subdivision, reducing setbacks is necessary to allow for a reasonable building footprint on varying lot configurations.

In addition to feedback obtained from Planning Commission members, Staff solicited feedback from local developers and design engineers to assess the appropriateness and feasibility of the proposed amendments from their perspective. The following are a summary of comments expressed:

- One developer expressed that the amendment would be a welcome change as it relates to a potential project.
- One engineer expressed that while they like what the City is trying to do, they prefer that the City simply define maximum units/acre and allow flexibility on lot sizes. This allows for more creativity with the design.
- One engineer stated "the cottage lot size of 5,800sf would be VERY attractive to many developers. There is a lot of demand for that product. The 5' side setbacks will still allow for a 40'-wide house, which fits many affordable housing footprints that I've seen. Also, the lots could be small enough to somewhat reduce the amount of road required and up the net developable land amount, which means slightly more lots. I also think the freedom you give the developer in how they use their open space is very attractive. This will help keep the housing affordable."

Ordinance 24-06

**AMENDING 21.10.020 OPEN SPACE SUBDIVISION, ADJUSTING LOT STANDARDS,
INCLUDING ADOPTION OF STANDARDS WITHIN R-2A ZONES AND REVISING SETBACKS
IN VARIOUS ZONES**

WHEREAS, Nibley City regulates land use within Nibley City boundaries; and

WHEREAS, As adopted in the Nibley City General Plan, the City’s vision for Residential Development and Housing is “While retaining the character and form of established neighborhoods, residential development in Nibley will emphasize the conservation of open space and, using that conservation process, will incorporate a variety of housing forms.”; and

WHEREAS, allowing for smaller lot sizes within R-2A zones is in support of the Nibley City Moderate Income Housing Plan Strategy 4 to “rezone for densities necessary to facilitate the production of moderate income housing.”

NOW, THEREFORE, BE IT ORDAINED BY THE NIBLEY CITY COUNCIL OF NIBLEY, UTAH THAT:

1. The attached amendments to Nibley City Code 21.10.020 be adopted.
2. All ordinances, resolutions, and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution, or ordinance, or part thereof.
3. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Nibley City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.
4. This ordinance shall become effective upon posting as required by law.

PASSED BY THE NIBLEY CITY COUNCIL THIS ___ DAY OF _____, 2024.

Larry Jacobsen, Mayor

ATTEST: _____
Cheryl Bodily, City Recorder

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21.10.020 Open Space Subdivision

- A. Purpose: The purpose of this section is to provide for subdivision development within Nibley City in a manner that:
1. Helps preserve the rural feeling of Nibley City as outlined in the General Plan;
 2. Provides Open Space Land with a specific purpose that provides visual and physical access to the public.
 3. Supports adopted City policies to conserve a variety of irreplaceable and environmentally sensitive resources and agricultural lands as set forth in the General Plan;
 4. Protects constrained and sensitive lands, including, but not limited to, those areas containing sensitive features such as steep slopes, floodplains, and wetlands, by setting them aside from development;
 5. Provides Open Space Land, including those areas containing unique or natural features such as meadows, grasslands, tree stands, streams, stream corridors, berms, waterway, farmland, wildlife corridors and/or habitat, historical buildings and/or sites, archeological sites, and green space, by setting them aside from development;
 6. Reduces erosion and sedimentation by the retention of existing vegetation and the minimization of development on steep slopes and other constrained and sensitive lands;
 7. Provides for a diversity of lot sizes to accommodate a variety of age and income groups and residential preferences, so that the community's population diversity may be enhanced;
 8. Provides incentives for the creation of greenway systems and Open Space Land within the City for the benefit of present and future residents.
 9. Creates neighborhoods with direct visual and/or physical access to Open Space Land;
 10. Maintains and creates scenic views and elements of the City's rural and scenic character and minimizes perceived density by maintaining views of new development from existing roads.
- B. Definitions: For the purpose of this section, the following words shall have the meanings set forth herein:
1. OPEN SPACE LAND: Any parcel or area of land dedicated under this section as indicated on an Open Space Subdivision Plat for the access and/or visual enjoyment of the public. Open Space Land must meet the standards and requirements of this section. Open Space Land may not be contained in the privately-owned parcel except as specifically allowed in this ordinance. Open Space Land must have 25% of its border adjacent to public access right-of-way, easement, or City park or contain a trail open to the public which traverses or runs adjacent to the Open Space Land. Open Space Land area shall not be included in setback areas calculations for principal or accessory uses.
 2. CONSTRAINED AND SENSITIVE LAND: Land which is generally unbuildable without engineered ground modifications, or which contains features including, but not limit to Federal, State, or municipally designated

wetlands, floodplains, slopes greater than 20%, faults, designated canals per Nibley Ordinance and other geologically or environmentally sensitive features that require mitigation, special insurance or permits from government authorities to allow development. This land may be used as Open Space Land if it complies fully with conditions within this ordinance for qualification of Open Space.

3. WATERWAY: Surface water runoff and drainage, drainage ditches and irrigation waterways, whether surface or subsurface and natural waterways including creeks, streams, springs, rivers, ponds, and wetlands.
4. TREE STAND: A group or cluster of trees within a geographic location that are occurring naturally or artificially.
5. MEADOWS: Land vegetated with native species of grasses, trees, forbs, and flowers, either undisturbed or constructed, that can be sustained without supplemental irrigation. Actively used pasture and agricultural land are not considered Meadows under this definition.
6. PASTURE: A fenced enclosure or confined area used for the grazing of livestock or small animals which contains sufficient vegetation to serve as the principle food source for the livestock confined therein.
7. NET DEVELOPABLE LAND: Net Developable Land shall include the total area of the proposed development minus land that is required by Nibley City ordinance to be dedicated to the City including, but not limited to:
 - a. Public access rights-of-way
 - b. Land required to be dedicated along waterways
 - c. Preservation lands with infrastructure installed to City standards by the developer as part of the development process (parks, trails, etc.)
 - d. Constrained and Sensitive Land as defined herein
 - e. Easements, lands dedicated to the City for preservation space but without public rights of access, and other utility or general rights-of-way without access to the public shall be included as Net Developable Land.
8. Net Developable Land may be calculated for the purposes of concept review and preliminary plat approval based on either rule of thumb as outlined in the Lot Standards chart for the underlying zone of the proposed subdivision or based on actual measurements derived from the proposed plat. Calculation of Net Developable Land for final plat approval shall use actual measured Net Developable Land area. The proponent shall demonstrate compliance with this provision by calculation based on values demonstrably derived from the proposed final plat.

C. Applicability:

1. The election to develop the property as an Open Space Subdivision is voluntary and provided to developers as an alternative to the standard subdivision process codified in NCC 19 and NCC 21. The intent of this section and

the Open Space Subdivision options is to encourage the creation and development of flexible designed Open Space Land and variety in lot size and conformation. Open Space Subdivisions may be developed within applicable residential zones of the City. Open Space Subdivisions shall be developed in accordance with and subject to the development standards, conditions, procedures and regulations of this section and with all other applicable subdivision ordinances and zoning regulations of the City which are not otherwise in conflict with the provisions of this section.

2. In cases of conflict with other Nibley City ordinances, the terms of this section shall govern.
3. Development Options: In R-1, R-1A, R-2, and R-2A zones in Nibley City, developers may elect to develop an Open Space Subdivision. If the zone is not listed above, it does not qualify for an Open Space Subdivision.
4. Developers desiring to develop the property as Open Space Subdivision are subject to the development standards, conditions procedures and regulations of this section.

D. Application Process:

1. Applications for an Open Space Subdivision shall be submitted and processed in accordance with the requirements and procedures set forth in the City Subdivision Ordinance, including submission and approval of schematic, preliminary and final plans or plats, and any additional procedural requirements set forth in this section, including, but not limited to, submission of a sensitive area designation plan and maintenance plan.
2. Pre-application Meeting: Applicants for an Open Space Subdivision may request a pre- application meeting with the Development Committee as established in NCC 21.06.030. To assist with this review the developer may submit the draft plan of the proposed subdivision with such details as the following the following:
 - a. Zoning and parcel location
 - b. Total gross acres
 - c. Estimated right-of-way dedication
 - d. Estimated Constrained and Sensitive Land
 - e. Estimated Net Developable Land
 - f. Estimated Open Space Dedication and proposed uses.
 - g. Total number of lots based on density bonus
 - h. Estimated lot sizes and subdivision layout.
3. Sensitive Area Designation Plan Map: All applications for a Open Space Subdivision shall include a sensitive area designation plan map prepared in accordance with the provisions set forth herein and submitted with the preliminary plat. The sensitive areas designation plan map shall identify all constrained and sensitive lands within the property boundaries as set forth in this section. The sensitive area designation plan map shall also clearly identify all-natural or cultural resources present on the property, including, but not limited to those

defined in this ordinance (geographic features, meadows, tree stands, streams, stream corridors, floodwalls, berms, waterways, canals, irrigation ditches, farmland, pastures, wildlife corridors and/or habitat; historic buildings and/or sites; archeological sites; cultural features and green space). Applicants are solely responsible for the accuracy and designation of constrained and sensitive lands as defined in this ordinance, and natural and cultural resources as defined by the United States, State of Utah, Cache County, and Nibley City on the sensitive area designation plan map for their project and applicable adjacent property. The applicant shall include all sensitive areas within four hundred feet (400') of the developments property boundaries as noted in City, County, State, and Federal records.

4. Maintenance Plan for preserved Open Space Land: The developer must submit a Preliminary Maintenance Plan in accordance with subsection M,2 of this section and with the preliminary plat. For final plat application, the developer must submit a Final Maintenance Plan in accordance with subsection M,3 of this section. The Final Maintenance Plan shall be attached to the Development Agreement required by NCC 21 and recorded with the Final for the property.

E. Dimensional Standards:

1. Lot Standards: The lot standards within an Open Space Subdivision shall be determined in accordance with the Lot Standards Chart.

Lot Standards Chart					
Zone	Open Space Ratio ¹ (OSR)	Incentive Multiplier	Average Residential Lot Size	Minimum Residential Lot Size	Frontage ²
R-1	$0.25 \leq \text{OSR} < 0.30$	1.25	$\geq 18,700 \text{ ft}^2$	$\geq 17,000 \text{ ft}^2$	$\geq 100 \text{ ft}$

	$0.30 \leq \text{OSR} < 0.35$	1.30	$\geq 16,700 \text{ ft}^2$	$\geq 15,000 \text{ ft}^2$	$\geq 100 \text{ ft}$
	$0.35 \leq \text{OSR} < 0.40$	1.35	$\geq 14,700 \text{ ft}^2$	$\geq 13,000 \text{ ft}^2$	$\geq 95 \text{ ft}$
	$0.40 \leq \text{OSR}$	1.40	$\geq 12,700 \text{ ft}^2$	$\geq 11,000 \text{ ft}^2$	$\geq 90 \text{ ft}$
R-1A	$0.25 \leq \text{OSR} < 0.30$	1.25	$\geq 14,000 \text{ ft}^2$	$\geq 12,000 \text{ ft}^2$	$\geq 100 \text{ ft}$
	$0.30 \leq \text{OSR} < 0.35$	1.30	$\geq 13,000 \text{ ft}^2$	$\geq 11,000 \text{ ft}^2$	$\geq 95 \text{ ft}$
	$0.35 \leq \text{OSR} < 0.40$	1.35	$\geq 12,000 \text{ ft}^2$	$\geq 10,000 \text{ ft}^2$	$\geq 90 \text{ ft}$
	$0.40 \leq \text{OSR}$	1.40	$\geq 11,000 \text{ ft}^2$	$\geq 9,000 \text{ ft}^2$	$\geq 85 \text{ ft}$
R-2	$0.25 \leq \text{OSR} < 0.30$	1.25	$\geq 13,000 \text{ ft}^2$	$\geq 11,200 \text{ ft}^2$	$\geq 95 \text{ ft}$

	$0.30 \leq \text{OSR} < 0.35$	1.30	$\geq 11,700 \text{ ft}^2$	$\geq 10,000 \text{ ft}^2$	$\geq 90 \text{ ft}$
	$0.35 \leq \text{OSR} < 0.40$	1.35	$\geq 10,200 \text{ ft}^2$	$\geq 9,000 \text{ ft}^2$	$\geq 85 \text{ ft}$
	$0.40 \leq \text{OSR}$	1.40	$\geq 9,200 \text{ ft}^2$	$\geq 7,800 \text{ ft}^2$	$\geq 80 \text{ ft}$
R-2A	$0.25 \leq \text{OSR} < 0.30$	1.25	$\geq 8,400 \text{ ft}^2$	$\geq 7,200 \text{ ft}^2$	$\geq 75 \text{ ft}$
	$0.30 \leq \text{OSR} < 0.35$	1.30	$\geq 7,600 \text{ ft}^2$	$\geq 6,400 \text{ ft}^2$	$\geq 70 \text{ ft}$
	$0.35 \leq \text{OSR} < 0.40$	1.35	$\geq 6,500 \text{ ft}^2$	$\geq 5,500 \text{ ft}^2$	$\geq 60 \text{ ft}$
	$0.40 \leq \text{OSR}$	1.40	$\geq 5,800 \text{ ft}^2$	$\geq 5,000 \text{ ft}^2$	$\geq 50 \text{ ft}$

Notes: 1. The OSR is the ratio of the area of the Open Space Land divided by the area of the Net Developable Land. 2. Frontage is determined at the front setback line.

2. Minimum Setback Standards: Minimum setbacks for principal buildings within an Open Space Subdivision shall be determined in accordance with the Minimum Setback Standards Chart. Minimum setbacks of accessory buildings shall be determined in accordance with the underlying zone.

Minimum Setback Chart					
Zone	Open Space Ratio (OSR)	Front yard	Side yard, interior	Side yard, street	Rear yard
R-1	As per underlying zone (see NCC 19.22.010)				25
R-1A	As per underlying zone (see NCC 19.22.010)				25
R-2	$0.25 \leq \text{OSR} < 0.30$	As per underlying zone (see NCC 19.22.010)			25
	$0.30 \leq \text{OSR} < 0.35$	As per underlying zone (see NCC 19.22.010)			25
	$0.35 \leq \text{OSR} < 0.40$	25(35) ¹	8	25(35) ¹	20

	$0.40 \leq \text{OSR}$	$25(35)^1$	8	$25(35)^1$	20
R-2A	$0.25 \leq \text{OSR} < 0.30$	$25(35)^1$	8	$25(35)^1$	20
	$0.30 \leq \text{OSR} < 0.35$	$25(35)^1$	8	$25(35)^1$	20
	$0.35 \leq \text{OSR} < 0.40$	$20(35)^1$	5	$20(35)^1$	15
	$0.40 \leq \text{OSR}$	$20(35)^1$	5	$20(35)^1$	15

1. Greater distance required where yard faces arterial road.

3. Procedure for Calculating Allowed Number of Lots: The Allowed Number of Lots including the density bonus for an Open Space Subdivision shall be determined as follows using the appropriate Incentive Multiplier from the Lot Standards Chart. The developer shall follow the process outlined below to determine allowable properties of the proposed subdivision and use these properties in developing the preliminary and final plats. All calculations and measurements shall be clearly documented in order and following the process outlined below and submitted with the plat applications:
- a. The subdivision must be in one of the approved zones as listed within the Open Space Subdivision requirements, and all calculation will be based on the parcel's current zone at the time of application and the associated Lot Standards Chart.

- b. Provide to the City the total area contained within the subdivision plat.
- c. Provide to the City the total area being dedicated to rights-of-way.
- d. Provide to the City the total acres of Constrained and Sensitive Land.
- e. Provide the City the total Net Developable Land area as defined within this section.
- f. State the area of proposed Open Space Land.
- g. Calculate Open Space Ratio.
- h. Calculate the Base Number of Lots per zone:
 - 1. Base Number of Lots R-1 = Net Developable Land / 1 acre
 - 2. Base Number of Lots R-1A = Net Developable Land / .75 acres
 - 3. Base Number of Lots R-2 = Net Developable Land / 0.5 acres
 - 4. Base Number of Lots R-2A = Net Developable Land / 0.32 acres
- i. Determine Incentive Multiplier
 - 1. Determine Incentive Multiplier based on the Lot Standards Chart, the applicable zone, and the Open Space Ratio.
- j. Calculate total allowed
 - 1. Total allowed lots = Base number of lots multiplied by the Incentive Multiplier

F. Lot Area, Frontages, and Zoning Regulations:

- 1. The subdivision, along with each lot within the subdivision, shall meet and comply with the minimum lot sizes, average lot sizes, and frontages shown on the Lot Standards Chart. Except for these requirements, the Zoning Regulations (NCC 19) for the underlying zone shall apply to Open Space Subdivisions, unless otherwise noted within this section.

G. Conservancy Lots:

- 1. Open Space Land and Constrained and Sensitive Land may be included within individual residential lots when such areas can be properly protected and preserved in accordance with the intent and purpose of this section. Such lots shall be known and referred to as "conservancy lots". These lots must contain a minimum of 0.5 acres of Open Space Land, except for areas approved by Nibley City as defined Landscape Buffers, and that Open Space Land must meet the design standards and use standards within this section.
- 2. Regulations: Open Space Land and Constrained and Sensitive land within a Conservancy Lot shall remain subject to all regulations and requirements for such land as set forth herein, including, but not limited to, use, design, maintenance, ownership and permanent protection. Open Space Land must be developed and maintained within the first year of the date of issuance of a Notice to Proceed under NCC 21.

3. The portion of each Conservancy Lot that is not Open Space Land must meet the minimum lot size on the applicable Lot Standards Chart and shall be the portion of the Conservancy Lot used to calculate the average and minimum lot size within the subdivision.
- H. Use Regulation: Use of the land in a Open Space Subdivision that is not Open Space Land is subject to any restrictions set forth in NCC 19, unless otherwise specified within this section, for the zone in which the land is located. Use of Open Space Land within a Open Space Subdivisions is subject to the following:
1. Permitted Uses on Open Space Land: The following uses are permitted in Open Space Land areas:
 - a. Street rights-of-way may traverse Open Space Land if permitted under City ordinances; provided, areas encumbered by such facilities and/or rights-of-way shall not be counted as Open Space Land when computing the Open Space Ratio in the Lot Standards Chart.
 - b. Utility rights-of-way or easements, including above ground and underground utilities may traverse Open Space Land if permitted by City ordinance; areas encumbered by such facilities and/or rights-of-way may be counted as Open Space Land when computing the Open Space Ratio in the Lot Standards Chart so long as the rights-of-way and easements otherwise meet the requirements of this ordinance for Open Space Land.
 - c. Agricultural and horticultural uses, including raising crops wholesale nurseries and associated buildings that are specifically needed to support active, viable horticultural operations. Wholesale nurseries must obtain an operating permit and business license from the City and must comply with all fencing and maintenance requirements of this ordinance.
 - d. Conservation of open land in its natural state, e.g., meadows, tree stands, wetlands, forestland.
 - e. Waterways along with dedicated public access rights-of-way or easements along one or both sides.
 - f. Underground utility easements for drainage, access, sewer or water lines, electric lines or other public purposes.
 - g. Active noncommercial recreation areas, such as trails, playing fields, playgrounds, courts, and multipurpose trails. These parcels shall be maintained by the City or an owners' association and shall be open to the public if maintained by the City, or residents within the Open Space Subdivision if maintained by a functional owners association.
 - h. Agricultural uses excluding livestock operations involving swine, poultry, and mink. Open Space Land of less than one-half (0.5) acre may be used as landscaped buffers for roadways, landscaped entrances to subdivisions, neighborhood "pocket parks" or similar amenities that meet standards and uses listed herein.

- i. Fencing that is rural in character. All fencing must be transparent, such as rail fences, post fences, or wire fences and architecturally appropriate to the use as determined by the City Planner. Chain link fences are not permitted on Open Space Land. All applicants must receive a fence permit from the City before construction of any proposed fence.
 - j. Golf courses, not including commercial miniature golf. A development plan must be turned in as part of the approval process that outlines ownership, development, and building plans.
 - k. Neighborhood Open Space Land uses such as village greens, commons, picnic areas, community gardens, trails, and similar low-impact passive recreational uses. Neighborhood Open Space Land must be owned and maintained by an owners' association or the City.
 - l. Pasture for sheep, goats, cows, horses or other animals approved by Nibley City code. Pasture and animal density must conform with Nibley City Animal Land Use Regulations and be enclosed with appropriate fencing.
 - m. Silviculture, in keeping with established standards for selective harvesting and sustained yield forestry.
 - n. Water supply and sewage disposal systems, and stormwater detention areas designed, landscaped, and available for use as an integral part of the Open Space Land. These facilities must be built to Nibley City Engineering design standards and specifications, must contain a tree for every 300 square feet and planted around the perimeter, an irrigation system must be installed, and be planted with grass or natural vegetation
2. Prohibited Uses on Open Space Land: The following uses shall be considered prohibited in Open Space Land areas:
- a. Motor vehicles are prohibited except as necessary to maintain and operate the property and/or utility facilities within the property. Recreational motorized off-road vehicle usage including but not limited to motorcycles, dirt bikes, go-carts, OHVs, dune buggies, side-by-sides and their derivatives, and snowmobiles are prohibited.
 - b. Firearm ranges, and other uses similar in character and potential impact are prohibited.
 - c. Advertising of any kind and any billboards or signs; provided, directory and information signs may be displayed describing the easement and prohibited or authorized the use of the same.
 - d. Any cutting of trees or vegetation, except as reasonably necessary for fire protection, thinning, elimination of diseased growth, control of non-native plant species, maintenance of landscaped areas, and similar protective measures or those activities relating to permitted agricultural uses or other uses allowed within this section.

- e. Any development, construction or location of any manmade modification or improvements such as buildings, structures, roads, parking lots, or other improvements, except as may be necessary to support a permitted use.
 - f. Any dumping or storing of ashes, trash, garbage, vehicles, trailers, recreational vehicles or other equipment except for equipment needed to maintain the land.
 - g. Any filling, dredging, excavating, mining, drilling, or exploration for and extraction of oil, gas, minerals or other resources from the property.
 - h. Any residential, commercial or industrial activity except as specifically permitted in this ordinance.
 - i. Burning of any materials, except as necessary for agricultural, drainage and fire protection purposes.
 - j. Changing the topography of the property by placing on it any soil, dredging spoils, landfill, or other materials, except as necessary to conduct specifically permitted purposes.
 - k. Hunting or trapping for any purpose other than predatory or problem animal control.
 - l. The change, disturbance, alteration, or impairment of significant natural ecological features and values of the property or destruction of other significant conservation interests on the property.
 - m. The division, subdivision or de facto subdivision of the property.
 - n. The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles.
 - o. All other uses and practices inconsistent with and detrimental to the stated objectives and purpose of this section.
3. Constrained and Sensitive Lands: Except for passive recreational activities, no development or residential uses shall be permitted within Constrained and Sensitive Lands
 4. Open Space Land Coordination: When directed by the Planning Commission, Open space land shall be consolidated and located on the border of proposed subdivision and be located adjacent to undeveloped or open space land. In consideration of open space consolidation, design standards described in this chapter shall be maximized, including the preservation of significant areas and natural landscape, and adequate pedestrian access.
 5. Open Space Lands: Standards pertaining to the quantity, quality, configuration, use, permanent protection, ownership, and maintenance of the Open Space Land within an Open Space Subdivision shall be complied with as provided herein.
- I. Open Space Land Design Standards: Open Space Land shall be located and designed within the Open Space Subdivision to add to the visual amenities of neighborhoods and the surrounding area by maximizing the visibility of

Open Space Land. Designated Open Space Land within an Open Space Subdivision shall also comply as defined in this section, permitted uses as listed in this section, and meet three (3) or more of the following standards:

1. Significant Areas and Natural Landscape: Open Space Land shall include the most unique and sensitive resources and locally significant features of the property within the subdivision. Specifically, meadows, waterways and wetlands as defined in this Ordinance, and tree stands and contain a minimum of 0.5 acres. Other uses include berms, wildlife corridors and/or habitat and must extend a minimum of 15' on each side of the feature. This Open Space Land may also contain historic buildings and/or sites, archeological sites, and cultural features. The maintenance plan shall outline how the property will be preserved and maintained. The maintenance plan must specify what type of feature(s) that is being preserved and how the property will be maintained.
2. Contiguous Land: Open Space Land within a Rural Conservation Subdivision shall be contiguous within the subdivision, or to other Open Space Land in adjacent subdivisions or developments to provide for large and integrated Open Space Land areas within the City.
3. Agricultural Land: Privately held Open Space Land that is used for agricultural purposes as defined in this Ordinance and is 0.5 acre or greater in size.
4. Buffering: Open Space Land shall be designed to provide buffers and to protect scenic views as seen from existing public rights-of-way and from public parks or trails. Buffering area along public rights-of-way or street must be at least thirty (30') feet wide. Buffering must be landscaped, at the sole cost of the developer and shall provide for every hundred (100) linear feet of buffer, six (6) trees and fifteen (15) shrubs. Tree and shrub species must be approved by the City's arborist or the City's Park Director. Trees and shrubs shall be planted within thirty (30) feet of the right-of-way or public park. Irrigation shall be provided by the developer and shall be designed and installed to Nibley City Standards for City parks current at the time of approval of Final Plat. Open Space buffer areas shall be under single ownership.
5. Pedestrian Access: Developer shall provide pedestrian access to Open Space Land which is open to public or owners' association member use. Access methods can be a trail, park, recreation space, or neighborhood gathering space.
6. Recreation Space: Open Space Land may be designated as recreation space or park space, including maintained grass, trails, picnic areas, playgrounds, sports fields or other recreation and park amenities. Any recreation spaces that are to be dedicated to Nibley City are conditional upon the City Council's approval, and amenities must be approved by the City Council before final approval of the preliminary plat or maintenance plan can be given. Publicly and owners' association owned open spaces shall be fully developed and operational in conjunction with each phase of the subdivision as a percentage of the total developed value of the subdivision

(for example, if 25% of the dollar value of the development is being constructed, then a minimum of 25% of the dollar value of the built-out Recreation Space must be developed). The determination of value, construction sequencing, and acceptance criteria shall be specified in the development agreement; until improvements are accepted by the City for the attendant phase, no permits shall be issued for subsequent phases.

7. Stormwater Basin: These facilities must be built to Nibley City Engineering design standards and specifications, must contain a tree for every 300 square feet and planted and clustered around the perimeter basin area; an irrigation system must be installed, and be planted with grass, natural vegetation and shrubs. The stormwater basin can be a local or regional basin and must be owned and maintained by Nibley City.

J. Permanent Protections of Open Space Land:

1. Conservation Easement: All Open Space Land shall be permanently restricted from future development by a conservation easement or other method of protection and preservation acceptable to the City. Under no circumstances shall any development be permitted in the Open Space Land at any time, except for those permitted or conditional uses listed herein and approved in conjunction with the Open Space Subdivision. All conservation easements, or another acceptable method of protection and preservation of the Open Space Land within a Open Space Subdivision, shall be approved by the City Council and recorded prior to or concurrent with the recording of the final plat for the Open Space Subdivision.
2. Terms and Conditions: All conservation easements, or another acceptable method of protection and preservation of the Open Space Land within a Open Space Subdivision, shall be in substantially the same form as the standard conservation easement form provided by the City and shall include, at a minimum, the following terms and/or conditions:
 - a. Legal description of the easement;
 - b. Description of the current use and condition of the property;
 - c. Permanent duration of easement;
 - d. Permitted and conditional uses;
 - e. Prohibited development and/or uses;
 - f. Maintenance responsibilities and duties; and
 - g. Enforcement rights and procedures.
3. Marking of Open Space Land: Open space land shall be marked at each corner and property line intersection with a minimum 4" diameter x 3' deep concrete monument provided with an aluminum or brass cap cast or epoxied into the monument. Caps shall be stamped "Nibley Conservation Marker, Do Not Remove", and an arrow stamped into the cap perpendicular to the Open Space boundary line and pointing into the Open Space.

Monuments shall be placed such that the top 6" of the monument is above finished grade at the monument location.

4. Grantee: Unless otherwise approved by the City Council, the grantee of a conservation easement shall consist of one of the following acceptable entities which entity shall be qualified to maintain and enforce such conservation easement: land trust, conservation organization, or governmental entity. The City may, but shall not be required to, accept, as grantee, a conservation easement encumbering Open Space Lands within a Open Space Subdivision, provided there is no cost of acquisition to the City for the easement and sufficient access to and maintenance responsibilities regarding the Open Space Land are provided.

K. Ownership of Open Space Land:

1. Undivided Ownership: Unless otherwise approved by the City Council and subject to the provisions set forth in this section, the underlying fee Ownership of the Open Space Land shall remain in single Ownership and may be owned and maintained by one of the following entities: homeowners' association, land trust, conservation organization, governmental entity, or private individual.
2. Property Not Subject to Subdivision: Property subject to a conservation easement, or another acceptable method of protection and preservation, shall not be subdivided.
3. Nibley City may at its sole discretion opt to take ownership of Open Space Land prior to the preliminary plat approval stage. If the event that the applicant requests or the Planning Commission recommends that Open Space land be dedicated to Nibley City, the City Council must approve the development agreement which includes dedication of open space prior to preliminary plat approval. The developer shall landscape the property with sod, grass, trees and an irrigation system or other natural landscape features as appropriate as determined by the City Council.
4. Owners Association: Open Space Land may be held in common ownership by a Home Owners or other acceptable Owners Association, subject to all the provisions for Owners Associations set forth in state law, the City Code, and the following:
 - a. A description of the organization of the proposed Association, including its bylaws, and all documents governing ownership, maintenance, and use restrictions for Open Space Land, including restrictive covenants for the subdivision, shall be submitted by the developer with the final plat application.
 - b. The proposed association shall be established, funded and operating (with financial subsidization from the Developer, if required in by the City in the development agreement) prior to or concurrent with the recording of the final plat for the subdivision;
 - c. Membership in the association shall be mandatory for all purchasers of property within the subdivision and their successors in title.

- d. The association shall be the responsible party for maintenance and insurance of its Open Space Land under the Final Maintenance Plan for the subdivision;
 - e. The bylaws of the association and restrictive covenants for the subdivision shall confer legal authority on the association to place a lien on the real property of any member who falls delinquent in dues. Such dues shall be paid with the accrued interest before the lien may be lifted; and
 - f. Written notice of any proposed transfer of Open Space Land by the Association or the assumption of maintenance for the Open Space Land must be given to all members of the Association and to the City no less than thirty (30) days prior to such event.
 - g. The owners' association shall be required to provide a bond or line of credit to the City for the cost of one year of maintenance of property owned by the Association, to be maintained by the Association for as long as the Association owns the Open Space.
 - h. In the event of a failure of the owners' association to maintain the properties in accordance with the requirements of the development agreement, the City shall revoke the owners' association's bond, determine an appropriate assessment for the operation and maintenance of the open space, and assess all properties of the Subdivision on a monthly basis for said maintenance.
5. Private Ownership: A conservation parcel may be owned by a private individual or entity. Such parcels shall have a defined purpose and restrictions recorded in the maintenance plan and comply with this section.

L. Maintenance of Open Space Lands:

1. Costs: Unless otherwise agreed to by the City, the cost and responsibility of maintaining Open Space Land shall be borne by the owner of the underlying fee of the Open Space Land.
2. Preliminary Maintenance Plan: A Preliminary Maintenance Plan shall be turned in with the preliminary plat for proposed maintenance of Open Space Land within the subdivision. This plan shall outline the following:
 - a. The proposed Ownership of the Open Space Land;
 - b. The party that will be responsible for maintenance of the Open Space Land;
 - c. The proposed use of the Open Space Land and how each parcel of Open Space Land meets the standards listed within this section;
 - d. The size of each Open Space Land parcel; and
 - e. The proposed concept plan for landscaping of the Open Space Land.
3. Final Maintenance Plan: The developer shall submit a plan outlining maintenance and operations of the Open Space Land and providing for and addressing the means for the permanent maintenance of the Open Space Land within the proposed Open Space Subdivision application for the subdivision. If the maintenance plan addresses Open Space Land that is to be owned or dedicated to Nibley City, the maintenance plan shall

conform to all conditions and terms of the development agreement approved by the City Council that includes the dedication of open space The developer shall provide a final maintenance plan with the final plat and the plan shall contain the following:

- a. Ownership agreements for Open Space Land;
 - b. A description of the use of the Open Space Land and how that use complies with this section;
 - c. The establishment of necessary regular and periodic operation and maintenance responsibilities for the various kinds of Open Space Land (e.g., lawns, playing fields, meadow, pasture, wetlands, stream corridors, hillsides, cropland, woodlands, etc.);
 - d. The estimated staffing needs, insurance requirements, and associated costs, and define the means for funding the maintenance of the Open Space Land, and the operation of any common facilities located thereon, on an ongoing basis, including means for funding long-term capital improvements as well as regular yearly operating and maintenance costs; and
 - e. The landscaping plans for parcels that will be owned by an owners association or by the City.
 - f. Approval: The Final Maintenance Plan must be approved by the Administrative Land Use Authority prior to or concurrent with final plat approval for the subdivision. The Final Maintenance Plan shall be recorded against the property within the subdivision and shall include provisions for the City's corrective action rights as set forth herein. Any changes or amendments to the Final Maintenance Plan must be approved by the Administrative Land Use Authority.
4. The developer shall offer an approved letter of credit, bond or escrow for all proposed improvements and must complete all proposed open space improvements within the first three years of approval. If a designated open space parcel is planned to be maintained by a single property owner, the developer shall maintain that property until title is transferred to a new property owner.
 5. Failure to Maintain: For all open space designated under the terms of this Ordinance, including privately held Open Space Lands, the responsible party for the maintenance of the Open Space Land in accordance with the terms of this ordinance, the approved maintenance agreement, any conditional use permits, business licenses or any other agreements between the City and the responsible party, or the operation of any common facilities located thereon fails to maintain all or any portion of the Open Space Land or common facilities in accordance with the aforementioned agreements and ordinances, the City may assume responsibility for the maintenance and operation of the Open Space Land. If the City assumes responsibility under this paragraph, any remaining development escrow or bond funds may be forfeited, liens for maintenance costs shall be assessed as described herein, and any permits, licenses or operating agreements may be revoked or suspended by the City in the City's sole discretion. The owner shall not impede the City in their efforts to maintain the open space.

6. **Corrective Action:** The City may enter the premises and take corrective action, including extended maintenance. The costs of such corrective action may be charged to the property Owner and may include administrative costs and penalties. Such costs shall become a lien on said properties. Notice of such lien shall be filed by the City in the county recorder's office. The maintenance plan and all other documents creating or establishing any Association or conservation organization for the property shall reference the City's corrective action authority set forth herein and shall be recorded against the property.
7. **Implementation and Maintenance:** The developer of the subdivision shall fund implementation and maintenance of the conservation easement until such time as the control of the easement is transferred to the long-term manager. The developer shall address implementation, development, maintenance and transfer procedures in the sensitive area designation plan map or master development plan, as applicable.
8. **Maintenance Access:** The developer of the subdivision shall provide sufficient maintenance access from a dedicated right-of-way to all Open Space Land and constrained and sensitive lands within the Open Space Subdivision.

Agenda Item #8

Description	Discussion & Consideration: Resolution 24-11—2024 Nibley City Regulations for Fireworks (First Reading)
Presenter	Justin Maughan, City Manager
Planning Commission Recommendation	NA
Staff Recommendation	Move to approve Resolution 24-11—2024 Nibley City Regulations for Fireworks for first reading.
Reviewed By	Mayor, City Manager, Chief Hammer

Background

Utah Code Sections 15A-5-202.5 and 53-7-225 provide that municipalities may regulate and prevent the discharge of fireworks in certain areas with hazardous environmental conditions. Statutory requirements require the County to issue a map by June 1 of each year showing the areas where fireworks are prohibited. The recommendation from staff and Mayor Jacobsen is to continue the City's practice of prohibiting fireworks east of SR 165/Main Street in Nibley from June – November 2022.

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RESOLUTION 24-11

A RESOLUTION REGULATING THE USE OF FIREWORKS WITHIN NIBLEY CITY

WHEREAS, dry summertime conditions increase fire hazards and necessitate special fire hazard mitigation measures; and

WHEREAS, Utah Code Annotated, Sections 15A-5-202.5 and 53-7-225 provide that municipalities may regulate and prevent the discharge of fireworks in certain areas with hazardous environmental conditions; and WHEREAS, the Nibley City Council finds that it is in the interest of the health, safety and welfare of the inhabitants of Nibley City to prohibit the use of fireworks in areas that are more prone to dangerous and deadly wildfires; and

WHEREAS, the State of Utah, Cache County, and Nibley City are experiencing drought conditions and dry brush and vegetation is prevalent and poses an extreme fire danger.

NOW, THEREFORE, BE IT RESOLVED, BY THE NIBLEY CIY COUNCIL THAT:

1. The use of all fireworks east of SR 165/Main Street in Nibley is prohibited from June 1 –November 30, 2023.
2. No fireworks shall be allowed in a public parks including parking lots.
3. Professionally licensed and insured shows west of SR 165/Main Street in Nibley are exempt from this Resolution.
4. This resolution shall take effect immediately upon passage.

Dated this ____ day of _____, 2024.

Larry Jacobsen, Mayor

ATTEST: _____
Cheryl Bodily, City Recorder

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Agenda Item #9

Description	Discussion & Consideration: Awarding a Contract with American Ramp Company for Purchase and Installation of a Bicycle Playground for Phase 2 of Ridgeline Park City Park
Presenter	Tom Dickinson, City Engineer
Staff Recommendation	Move to Approve Awarding a Contract with American Ramp company
Reviewed By	City Engineer

Background

A committee consisting of City Engineering, Parks, Recreation, Administration staff, and elected officials worked with BluLine Design and American Ramp Company in the creation of concept, schematic, and 3d renderings for development of a portion of Ridgeline Park Phase 2. This phase of the park constructs a bicycle playground that includes an obstacle course, skills course, and pump track designed for users of all ages and skill levels.

The 3d renderings developed by American Ramp Company were key in the City's successful award of \$750k from the Utah Outdoor Recreation Grant (UORG) committee for development of the bicycle playground. Staff intends to pursue additional grant money as it becomes available to complete future phases of the bike playground that will include a perimeter track, and obstacle course, and jump line.

Construction of Ridgeline Park phase 2 will occur over two individual contracts. One contract will be for construction of the bicycle playground and the other contract will be for construction of surface improvements and amenities needed to access and utilize the bicycle playground such as walkways, benches, trash receptacles, natural vegetation landscaping, fencing, etc. The latter contract will be competitively bid this fall.

Total cost to construct Ridgeline Park phase 2 is estimated to be \$960k. American Ramp Company portion of the project will be **\$714,996**. The majority of the required match for the UORG grant will come from the \$1.26M Land and Water Conservation matching grant previously received by the City to construct Ridgeline Park phase 1. The City will be responsible for an additional \$210k.

Ridgeline Park Phase 2
Preliminary Construction Cost Estimate
2/28/2024

Item	Item Description	Qty.	Units	Unit Price	Total
1	CLEARING AND GRUBBING	53,159	S.F.	\$ 0.25	\$ 13,289.75
2	GRADING AND DRAINAGE	1	L.S.	\$ 32,500.00	\$ 32,500.00
3	CONCRETE PAVING	3,141	S.F.	\$ 10.00	\$ 31,410.00
4	PUMP TRACK AND BICYCLE PLAYGROUND	1	L.S.	\$ 714,996.00	\$ 714,996.00
5	FENCING	730	L.F.	\$ 50.00	\$ 36,500.00
6	NATIVE SEED	36,351	S.F.	\$ 0.15	\$ 5,452.65
SUB-TOTAL COST=					\$ 834,148.40
15% Contingency					\$ 125,122.26
TOTAL ESTIMATED COST=					\$ 959,270.66

American Ramp Company (ARC) is a company that specializes in bicycle playground and skate park design and construction. They are an approved entity of Sourcewell, a national public purchasing cooperative.

Sourcewell provides public agencies with best-value cooperative purchasing contracts of commonly purchased items while only having to conduct one solicitation. This saves eligible users and contractors a significant amount of time. Participating in the Sourcewell Cooperative Purchasing program enables purchasing power that leverages the total buying power of all eligible users to get the best pricing and terms. Participating agencies realize time access to competitively awarded nationally leveraged cooperative purchasing contracts providing eligible users the best-value.

If the council recommends approval of a contract with ARC, the City will register with Sourcewell and capitalize on the cooperative contract currently in place with ARC. Other Cache Valley entities that participate in Sourcewell’s purchasing cooperative include USU, Cache County, CVTD, BTECH, and Logan City.

Staff believes that the fee proposed by American Ramp Company is reasonable and it is in the best interest of the City to award a contract utilizing the Sourcewell Cooperative Contract in the amount of \$714,996 for construction of Ridgeline Park Phase 2.

The Contract is currently in review with the City Attorney.

American Ramp Company is in high demand. Upon execution of a contract for services ARC will schedule work to start in summer 2025.

Recommendation

Approval to award a contract of \$714,996 with American Ramp Company for purchase and installation of a bicycle playground for Phase 2 of Ridgeline Park city park.

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**AMERICAN RAMP COMPANY
SOURCEWELL BUILD AGREEMENT**

THIS AGREEMENT is made this 7th day of May, 2024 by and between the City of Nibley (hereinafter called "**OWNER**"), whose principal office is located at 455 W. 3200 South, Nibley, UT 84321, and American Ramp Company (hereinafter called "**CONTRACTOR**"), whose principal office is located at 601 S. McKinley Avenue, Joplin, Missouri 64801.

PROJECT NAME: Ridgeline Bike Park

LOCATION: Nibley, UT

PROJECT NUMBER: N/A

W I T N E S S E T H:

For value received, CONTRACTOR and OWNER agree as follows:

**ARTICLE 1
DESCRIPTION OF WORK**

1.1 The CONTRACTOR hereby covenants and agrees with the OWNER that he will well and faithfully construct the project in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the specifications, drawings, and general conditions relating to the project, and will well and faithfully comply with and perform each and every obligation imposed upon him by said documents.

1.2 CONSTRUCTION: CONTRACTOR agrees to all Exhibits referenced below, which are hereby incorporated and deemed a part of this Agreement:

Exhibit A – Design and Scope of Work

Exhibit B – CONTRACTOR's Sourcewell Contract #112420-ARC

**ARTICLE 2
CONTRACT AMOUNT**

2.1 OWNER agrees to pay CONTRACTOR the sum of _____ (\$_____) plus any applicable taxes, subject to additions and deductions for changes as may be agreed upon in writing.

2.2 All portions of this contract will be billed in progress billings based on completed milestones as outlined below. All payments are due in full within 30 days of receipt of invoice from CONTRACTOR.

50% upon Signing

25% upon Mobilization

25% upon Completion

2.3 Execution of any Attachments and/or Add Alternates will be bound by all terms and conditions of this Agreement. If any changes are determined necessary, CONTRACTOR will issue a change request to the OWNER for approval prior to performing work.

2.4 "Completion of the Project" shall be deemed the earlier of 1.) the date OWNER executes CONTRACTOR's punch-list/sign-off sheet or 2.) the date the OWNER opens the Project to the public for permanent use.

2.5 All pricing of the elements is to be in line with CONTRACTOR's Sourcewell Contract #112420-ARC, attached hereto as Exhibit B.

ARTICLE 3 INSURANCE AND INDEMNITY

3.1 CONTRACTOR shall maintain as its cost the minimum insurance and coverage throughout this term. Insurance and coverage are to be in line with CONTRACTOR's Sourcewell Contract #112420-ARC, attached hereto as Exhibit B. CONTRACTOR is to provide a policy endorsement naming OWNER as Additional Insured.

3.2 CONTRACTOR agrees to indemnify and hold harmless OWNER from any and all claims, loss, or expense of every kind whatsoever which may arise from CONTRACTOR's negligent acts or omissions or breach of its obligations hereunder. OWNER agrees to indemnify and hold harmless CONTRACTOR from any and all claims, loss, or expense of every kind whatsoever which may arise from OWNER's negligent acts or omissions or breach of its obligations hereunder.

ARTICLE 4 CONTRACTOR AND OWNER RESPONSIBILITIES

4.1 No variation of this Agreement will be recognized unless such change has been approved in writing.

4.2 CONTRACTOR may assign or transfer this Agreement or any part thereof or amounts due or to become due hereunder with the written consent of OWNER, which shall not be unreasonably withheld. OWNER understands that CONTRACTOR may subcontract the installation portion of this Agreement using independent Subcontractors without the consent of OWNER.

4.3 CONTRACTOR will in no way be liable for delays in the completion of the Project which are reasonably beyond the control of CONTRACTOR, including but not limited to: Acts of God, labor strikes, shortage of materials, shipping delays or actions attributable to the Purchaser.

4.4 After the final inspection and completion of the Project, all repair/replacement issues regarding the Project and the materials shall be determined under the terms set forth in CONTRACTOR's standard warranty.

4.5 Before, during and after construction, OWNER is responsible for securing the job site. OWNER is responsible for barricading the premises and warning persons of the dangers at the jobsite. Under no circumstances may the park be skated or ridden until final completion of the project. CONTRACTOR will not be held liable for and OWNER shall hold CONTRACTOR harmless from any accidents that occur because features were used before the project was complete.

4.6 Both during construction and after completion, CONTRACTOR shall not be held liable for damages beyond its control including but not limited to: noise generated from the Project, before and after final completion, not including construction related noise, location choice, graffiti, injuries, additional expenses incurred by Purchaser, zoning issues, etc.

4.7 Building permits and other local licenses that are required for the Project are the sole responsibility of the OWNER. If CONTRACTOR is required to purchase these licenses, such costs will be billed to the OWNER and added to the contract price hereunder.

4.8 All materials and workmanship are to conform to the contract drawings, details and specifications.

ARTICLE 5 MISCELLANEOUS

5.1 The persons signing this Agreement warrant that they are duly authorized to sign on behalf of their respective parties and to bind their respective parties hereto. This Agreement shall inure to the benefit of and be binding upon the undersigned parties and their respective heirs, executors, legal representatives, successors and assigns. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

5.2 The parties shall endeavor to resolve their Claims by mediation. Request for mediation shall be filed, in writing, with the other party to the Contract. The request may be made concurrently with the submission of such Claim to a court of competent jurisdiction, as provided in the paragraph below, but, in such event, mediation shall proceed in advance of such legal proceedings, which shall be stayed pending mediation for a period of 60 days from the date of submission, unless stayed for a longer period by Agreement of the parties or court order.

5.3 Claims, disputes or other matters in question between the parties arising out of or relating to this Contract and which cannot be resolved by mediation, as provided in above paragraph, shall be governed by Utah law and shall be determined exclusively in the Cache County without regard to its conflicts of law provisions. The prevailing party shall be entitled in any such action to recover its reasonable attorney's fees and legal expenses from the other party.

5.4 This AGREEMENT constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous Agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

City of Nibley

Owner

Authorized Signature

Name Print

Date

American Ramp Company
Contractor

Authorized Signature

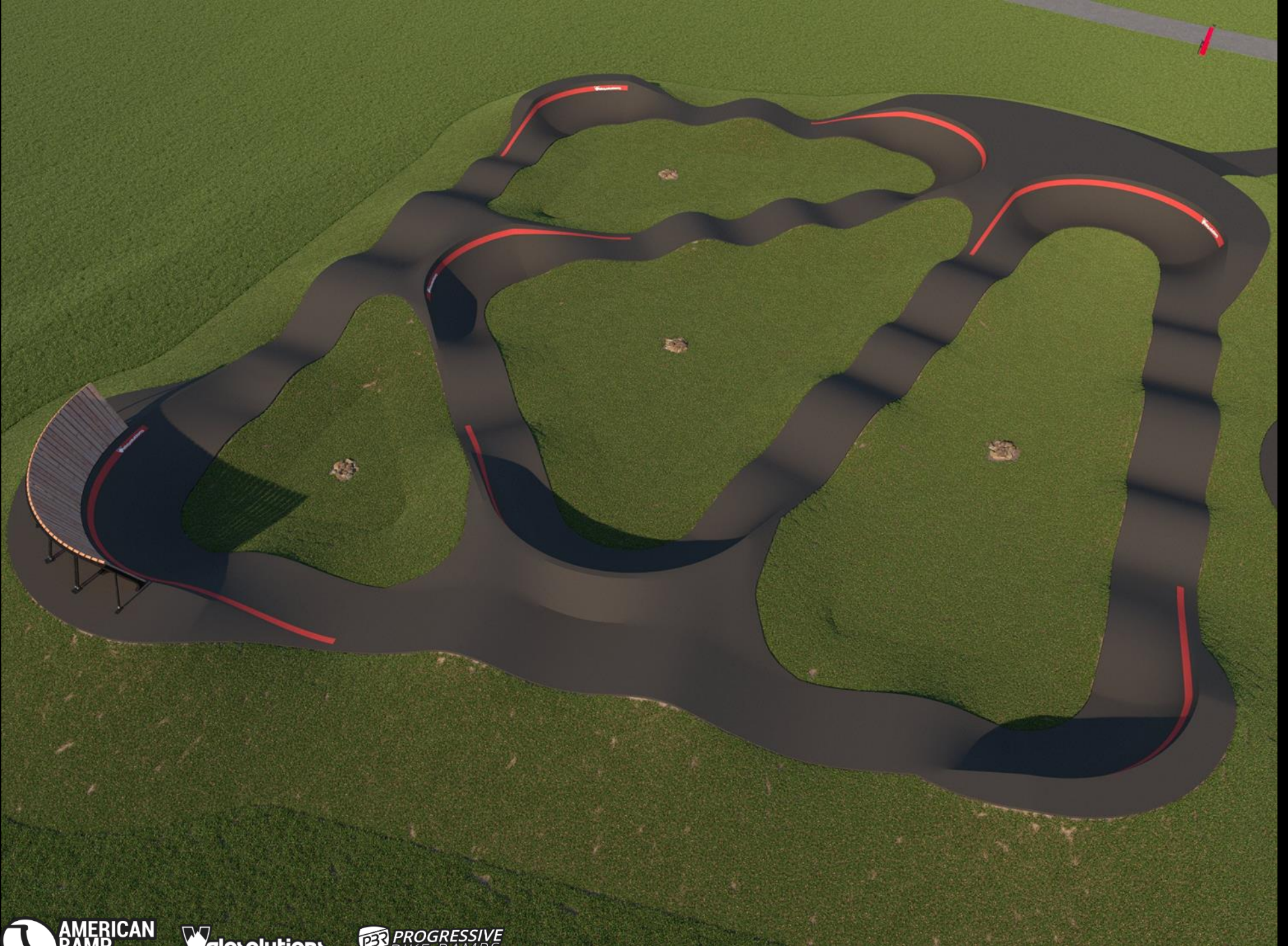
John Hunter
Name Print

Date

EXHIBIT A

AMERICANRAMPCOMPANY.COM











Notes:

- Alternate pavilion highlighted in red.
- This turnkey quote includes Equipment, Shipping, and Installation.
- This quote does not include prevailing wage. If applicable, call for revised quote.
- This quote does not include sales tax. If applicable, call for revised quote.
- Quote is good for 30 days.

SCOPE OF WORK**1.1 INCLUDES:**

- All labor, construction project management, supplies, tools, materials, and equipment required per scope of work
- Site staking and layout
- Cutting and shaping grades within bike park footprint
- Place and install asphalt bike park and pump track tread
- Supply and installation of pre-engineered bike features
- Materials, supplies, and labor for custom bike features

1.2 EXCLUDES*:

- Prevailing wage
- Sales tax
- Erosion and sediment control
- Stabilized construction entrance
- Landscaping, site and turf restoration post bikepark construction
- Mass excavation or import
- Utility, mechanical, electrical, plumbing work, relocation, or repairs of any kind.
- Toxic or hazardous material handling or removal.
- Removal and/or replanting of any trees or shrubs or protection of trees and shrubs.

1.3 CUSTOMER PROVIDES*:

- Sufficient water and electrical power within 100 feet of work areas.
- Unobstructed, safe, and continuous access to work area with heavy equipment. All weather roads for heavy equipment.
- All necessary site information including topography, site surveying, and elevations.

***All items above can be provided for an additional fee.**

**Solicitation Number: #112420****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and American Ramp Company, Inc., 601 S. McKinley Avenue, Joplin, MO 64801 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 28, 2024, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

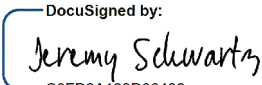
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

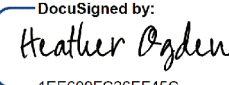
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

DocuSigned by:

 By: _____
 C0FD2A139D06489...
 Jeremy Schwartz
 Title: Director of Operations &
 Procurement/CPO
 Date: 12/21/2020 | 6:39 AM CST

American Ramp Company, Inc.

DocuSigned by:

 By: _____
 1EE609FC26EF45C...
 Heather Ogden
 Title: Senior Project Manager
 Date: 12/18/2020 | 12:21 PM PST

Approved:

DocuSigned by:

 By: _____
 7E42B8F817A64CC...
 Chad Coauette
 Title: Executive Director/CEO
 Date: 12/21/2020 | 7:45 AM CST

RFP 112420 - Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services

Vendor Details

Company Name: AMERICAN RAMP COMPANY INC
Does your company conduct business under any other name? If yes, please state: Progressive Bike Ramps
Address: 601 S. McKinley Avenue
Joplin, MO 64801
Contact: Heather Ogden
Email: heather@americanrampcompany.com
Phone: 417-206-6816
Fax: 417-206-6816
HST#: 35-2353308

Submission Details

Created On: Tuesday November 17, 2020 16:21:59
Submitted On: Tuesday November 24, 2020 15:51:23
Submitted By: Heather Ogden
Email: heather@americanrampcompany.com
Transaction #: 089feccc-a745-487f-bbcb-fdebd078f1ed
Submitter's IP Address: 69.92.90.122

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	American Ramp Company, Inc.
2	Proposer Address:	601 S. McKinley Avenue Joplin, MO 64801
3	Proposer website address:	www.americanrampcompany.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Heather Ogden Senior Project Manager heather@americanrampcompany.com (417) 206-6816
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Heather Ogden Senior Project Manager heather@americanrampcompany.com (417) 206-6816
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jonathon Hunter Vice President john@americanrampcompany.com (417) 206-6816

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>American Ramp Company is the premier global action sports development company. Serving municipalities, camps, and private individuals throughout the world with turnkey design, manufacturing and construction services. At American Ramp Company we strive to provide excellent customer service, quality equipment and products to our valued customers.</p> <p>American Ramp Company is the result of one skateboarder's dream to do what he loved. The son of missionaries growing up in a remote part of Southeast Asia, ARC founder and president, Nathan Bemo was always looking for a place to skateboard, and if he could not find a place, he made a place. Starting American Ramp Company out of his garage 23 years ago, it is Nathans passion for skateboard and action sports that has positioned ARC as a world class designer and builder of action sports facilities. To this day, Nathan is very active in our design department simply because he loves designing obstacles and park layouts that skaters and bikers want to ride. ARC is the only action sports contractor in the world that offers every skate and bike park build method. This puts ARC in a unique position to approach our customers as experts with solutions and not as a salesperson that only has one agenda to push. Our belief is that every community has users who are drawn to individual focused action sports over team sports. It is our mission to be a resource to any community who makes a commitment to invest in safe and fun infrastructure for skaters and bikers.</p> <p>For more than 20 years, we have built and maintained constant focus on enriching the life of all end users of our parks by providing high end parks that entire families can enjoy together. We employ the most talented and qualified individuals in the business who are each dedicated to producing the absolute best product for our customers. At American Ramp Company we are a family.</p> <p>We believe that communities need challenging and safe places to gather and recreate. Our passion is focused on action sports as designers, builders and participants. Getting people outside and active on a consistent basis changes lives, and changing lives helps to change the world.</p>
8	What are your company's expectations in the event of an award?	<p>American Ramp Company has held a Sourcwell contract for several years and our goal has always been to develop relationships with new and existing Sourcwell customers. We will continue to utilize Sourcwell as our primary procurement vehicle. We will continue to encourage non-members to join Sourcwell and purchase direct utilizing the Sourcwell contract if awarded. We have a dedicated manager to oversee our Sourcwell contract who has familiarized themselves with every aspect of the Sourcwell contract and is available to assist our sales team in the event that our customers have any questions regarding purchasing direct using Sourcwell. ARC is very comfortable with Sourcwell and are confident that it is the best option to serve our customers.</p>
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Please review the attached confidential financial statements demonstrating our strength and stability. Also attached you will find a letter of credit from our financial institution, a letter from our bonding agent regarding our bonding capacity, as well as a variety of reference letters from some of our customers.</p> <p>Note: The financial statements submitted are intended only for the submittal of this bid and is confidential material that is NOT for public viewing</p>
10	What is your US market share for the solutions that you are proposing?	<p>Because we offer a variety of products and solutions across the Action Sports landscape our market share varies within each segment. For skatepark design and construction we would consider ourselves to hold the largest share of the market for all of the various construction methods and that share would make up roughly 15% of the entire US skatepark market.</p> <p>When it comes to Pumtrack we hold over 50% of the market for hard surface Pumtrack and over 75% of the modular pumtrack market. This 75% market share also extends to manufactured bike park equipment.</p>
11	What is your Canadian market share for the solutions that you are proposing?	<p>Our Canadian market share for manufactured skatepark equipment equals well over 50% of the market. We also have over 50% of the modular pumtrack market and around 25% of the built-on site hard surface pumtrack market share.</p>
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>American Ramp Company would be best described as a manufacturer and service provider. ARC employs a captive sales force with fourteen factory direct sales people whose sole focus is toward the sale of ARC products and services. Our Action Sports Sales Specialists cover the entire US and Canada collectively by normally spending 50% of their time meeting customers face to face. ARC also has a department of business development specialists who spend 100% of their time developing new relationships by researching projects and calling potential customers and qualifying them for our sales force.</p>	*
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>American Ramp Company maintains all necessary certifications required to do business in all 50 states in the U.S, as well as Canada. ARC holds several contractor's licenses throughout the US as required and ensures that all subcontractors involved on our projects have proper licensing and comply with local and state laws regarding their registrations or licenses. American Ramp Company is also an approved vendor and holds local business' licenses in many cities in US and Canada as required as well.</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Not Applicable</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>*Griffin Bike Park, Terre Haute, IN – 2017 NRPA National Facility or Park Design Award</p> <p>*Festival Fields Park, Avondale, AZ – 2020 APRA Outstanding Facility of the Year for Population 10,001-100,000 Award</p> <p>*Lake Cunningham Bike Park, San Jose, CA – 2018 American Public Works Association Project of the Year</p> <p>*Sedona Bike Skills Park, Sedona, AZ – 2019 APRA Outstanding Facility for Populations under 10,000 Award</p> <p>*Mansel Carter Oasis Park, Queen Creek, AZ – 2019 APRA Outstanding Facility for Populations 10,001-100,000 Award</p> <p>*Ronald Reagan Sports Park, Temecula, CA – 2020 APWA/IE Small Project of the Year Award</p> <p>*Featured in Several Parks and Recreation Magazines as well as industry related magazines</p>
17	What percentage of your sales are to the governmental sector in the past three years	85% of sales are with government entities generally including state county and municipal agencies as well as a variety of parks commissions. Roughly 5% of our business is with the federal government and about 10% private
18	What percentage of your sales are to the education sector in the past three years	12. Historically less than 1% of our sales are in the public education sector. With the increase in school sponsored cycling teams we are beginning to see a demand emerge for bike focused infrastructure on school property. In mid-2020 we kicked off a campaign to develop sales channels for schools with our bike focused products.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Buy Board – Contract No. 592-19 Sales: 2020 through 10/31/2020: \$110,882.39 2019: \$0.00 2018: \$70,110.18 2017: \$0.00</p> <p>PA Costars – Contract No. 014-002 Sales: 2020 through 10/31/2020: \$0.00 2019: \$0.00 2018: \$0.00 2017: \$0.00</p> <p>State of New Jersey Purchasing Contract – Contract No. 16-FLEET-00129 Sales: 2020 through 10/31/2020: \$0.00 2019: \$0.00 2018: \$0.00 2017: \$194,044.06</p> <p>Sourcewell – Contract No. 030117-ARC Sales: 2020 through 10/31/2020: \$1,591,033.15 2019: \$870,472.71 2018: \$ 2,550,829.90 2017: \$1,634,285.65</p> <p>CMAS – Contract No. 4-19-78-0034B No project performed under CMAS Contract at time of bid</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>GSA Contract No. GS-03F-064GA 2020 through 10/31/2020: \$0.00 2019: \$147,000.00 2018: \$127,400.00 2017: \$0.00</p>

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Norman Parks and Recreation Department	James Briggs, Park Planner II	405-366-5480	*
City of Salina Parks and Recreation Department	Chris Cotten, Director	309-212-4796	*
City of Newtown Parks and Recreation Department	Amy Mangold, Director	203-270-4342	*
NYC Parks	Martin Maher, Brooklyn Commissioner	718-965-8920	
City of Fort Atkinson Parks and Recreation Department	Scott Lastusky, Former Director	920-988-9007	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Norman	Government	Oklahoma - OK	*Bike Park Design *Custom Built Bike Park with Trails and PBR Equipment *Skatepark Design *Custom onsite construction of concrete/shotcrete skatepark that included a custom hybrid half pipe. *Custom Rockwork and Paved trails around Blake Baldwin Skatepark *Custom Sign for Blake Baldwin Skatepark	2018: \$237,232.70 2019: \$ 985,620.00 2020: \$ 3,500.00	\$1,226,352.70	*
City of Rogers	Government	Arkansas - AR	*Bike Park and Asphalt Pump Track Design *Custom Asphalt Pump Track Construction *Manufacture and Installation of PBR Features in Bike Park *Trail Construction	2020: \$626,000.00 2020: \$85,000.00 2020: \$16,500.00	\$ 727,500.00	*
City of Las Vegas	Government	Nevada - NV	*Asphalt Pump Track Design and CD's *Asphalt Pump Track Construction *Design, Manufacturing and Installation of three Pro Series Skateparks	2019: \$18,200.00 2020: \$201,788.00 2020: \$490,000.00	\$ 709,988.00	*
City of Reno	Government	Nevada - NV	*Design and CD's of Skatepark * Stamped Construction Documents *Pre-cast Skatepark Manufacture and Installation *Manufacture of PBR Features for Bike Park	2017: \$5,000.00 2017: \$15,000.00 2017: \$ 219,344.53 2017: \$4,900.00 2018: \$266,153.23 2019: \$11,721.88	\$522,119.64	*
Miami Parking Authority	Non-Profit	Florida - FL	*Design, CD's and Construction of custom concrete/skatepark located under I-5 Freeway	2019: \$ 1,100,000.00	\$1,100,000.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party),

and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>American Ramp Company can assist our customers through every level of park development all within our own in-house team members. ARC employs a captive sales team which is structured to operate within designated regions. Currently, we have the following in house sales staff members:</p> <ul style="list-style-type: none"> • Two In-house Sales Representatives for East Coast • Two In-house Sales Representatives for Central Region • Three In-house Sales Representatives for West Coast • Three In-house Sales Representatives for Canada • Three In-house Sales Representatives for International • One In-house Sales Representative for Maintenance Products • Two In-house Business Development Team Members <p>At the sales level our team is actively working with over 3,000 individual clients who are at different stages of project development. We normally attend every state's park and recreation conference and tradeshow to make ourselves available to our current customers and to develop new relationships. This past year that has proven difficult, so we have attended the ones we are able to attend and have had hundreds of meetings with our clients virtually. On a normal basis our sales team spend approximately 50% of their time on the road meeting with our clients to advance the progress of their projects.</p>
24	Dealer network or other distribution methods.	<p>We have non-exclusive relationships with many dealers who have customers that are interest in our services and products. Our dealers will ask that we assist them in providing action sports solutions to their customers since those recreation segments are outside of their depth. Most of these dealer relationships are with Play Power dealers and reps which make the Sourcwell conversation very clean since they too carry a Sourcwell contract. Sales through these dealer relationships represent less than 5% of our total sales as most of our projects are worked factory direct through our captive sales force.</p>
25	Service force.	<p>Customer service and warranty service is all handled completely in our office by our customer support and installation staff. The parks and recreation market is a very connected one so we understand the importance of customer experience and want to control every aspect of that directly. We have more than 30 trained equipment installers, onsite construction crew members and maintenance staff to be able to deliver the highest quality parks to any customer. Our dedicated maintenance staff has the ability to handle warranty claims and provide ongoing maintenance options to our customers on a very quick turnaround because it is all handled directly from our corporate headquarters.</p>
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>While we are working on a project, we assign a Project Manager that is directly responsible for continuing communication on a regular basis with the customer. We strive to make sure that we are providing them with whatever they need to continue success while moving to completion of their project. We have recently implemented the use of Buildertrend Software that allows us to give the customer access to daily reports, photographs, weather reports, schedule and many other items to ensure they are constantly informed of what is happening on their project. Once a project is completed we take a proactive approach to the customer and project installation by contacting them at least twice a year to check in and make sure that everything is going well and that they are happy with the work that we did. This approach serves two purposes, customer satisfaction, but also helps ARC maintain relationships for future work with our clients.</p>
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	<p>American Ramp Company has been actively utilizing a Sourcwell contract for more about 10 years. Throughout that time, we have served clients in 35 states with sales over Ten million since our contract was originally awarded. We have made it our goal to double that figure over the next contract life and reach more than Twenty Million in the next four years. ARC believes that Sourcwell purchasing vehicle for the customers we serve which is why we actively promote our Sourcwell with all new and existing customers and display that we hold a current Sourcwell contract at all of tradeshow we attend in the United States and Canada.</p>
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>Our Canadian sales team has been excited about the headway that Sourcwell has been making towards the use of the contract in the Canadian market. We have an office in Ontario with Canadian sales and installation team members. Our team is willing to help the contract propagate in Canada and educate all of the customers and contacts that we have on the value of using the Sourcwell contract.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>There are no areas in the United States or Canada that American Ramp Company will not fully be able to serve through our Sourcwell contract.</p>

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - We will fully service Sourcewell members in every sector.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There would be no restrictions. We have served customers in Hawaii, Alaska and US Territories throughout our history. We also serve Canadian customers located in remote regions, military bases, International municipalities, and dealers located anywhere in the world. Shipping terms and costs may vary based on locations. We will provide a quote for freight and delivery time at the time of estimate to the customer.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Every project quote that we send out will have verbiage encouraging that the purchase is made through the Sourcewell contract. We will have information and links on our customer facing digital marketing materials like our website as well as include that we hold a Sourcewell contract on industry publications. Often, we do continuing education sessions and lunch and learns where we include information about procurement and specifically how using Sourcewell is the most efficient method for project procurement. We have attached some examples of marketing material as well as tradeshow handouts and catalogs that show that we carry a Sourcewell contract.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	American Ramp Company uses technology and digital data to enhance marketing effectiveness in the following ways: Website: Our dedicated marketing team works to ensure that our website remains up to date and relevant to customer needs. We analyze what the customers in our industry are searching for and use data and metadata to steer our messaging both in content and delivery method. Social Media: American Ramp Company is currently on Facebook, Instagram and You Tube. Our goal on these platforms is to provide our customers with information on our current parks that will add value in seeing where we are building and what our finished products look like. Social media is also a fun and interesting way to share with others the joy that the end users are being provided because of the different products and services we bring to communities. E-Blast: American Ramp Company frequently sends out E-blasts to all surrounding customers when we have a new park opening, are attending a local tradeshow, introducing a new product, and many other reasons. We feel that E-blasts are a successful email marketing tool that can raise awareness of our business and products to keep us on the minds of existing and potential customers.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We anticipate that Sourcewell will continue to play a strong role in ensuring their members are aware of American Ramp Company's awarded contract and will navigate members to our Sourcewell Awarded Vendor page which will provide them all of the details on our contract award and contact information. Sourcewell has already played a very active role in promoting our previous contracts by assisting our sales division on conference calls to help explain the many benefits and ease of contracting through Sourcewell. They have been very active in helping our sales force answer any questions that our customers who haven't become members of Sourcewell that they may have which makes it much more successful in getting them to become new Sourcewell members. We have already integrated Sourcewell into our sales process by developing a marketing strategy that promotes our contract among members. We will continue to encourage Sourcewell members and nonmembers the advantages of purchasing through Sourcewell in an effort to save them valuable time and money.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	American Ramp Company does not offer online sales through our website because of the nature of the products and services we provide. Most of our products and services require initial legwork including design which would not be effectively performed through online ordering services. We work with our customers and their communities to develop designs and then supply them with the best possible end product based on the feedback from the customer and their end users. However, we work with our customers in any way needed to make the procurement process meet their needs. We offer procurement through many various forms including purchase orders, credit cards and P-Cards. Because we work with many government entities, all these forms of procurement are very common to us. There is no additional cost to Sourcewell members for using this process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	At the time of project installation, we offer an opportunity for our customer to have staff trained on equipment maintenance by our installation crew lead. This is a service that we provide at no extra cost to the customer.	*
37	Describe any technological advances that your proposed products or services offer.	Our design and engineering team work to stay of the cutting edge of the action sports industry when it comes to the development of new products and facilities. We also look for ways to integrate technology and multimedia into the park experience. For example, we have developed the ability for a facility user to access a "How to use this equipment" video while at the park by scanning a QR code on interpretive signage.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>At American Ramp Company we take pride in our commitment to providing the highest quality projects possible. As a leader in the action sports industry we recognize that it is our responsibility to set an example as an environmentally conscientious company. We have invested considerable time and resources identifying aspects of our business that we can alter in order to maximize our customer satisfaction while minimizing our environmental impact. American Ramp Company has always looked for ways to decrease our carbon footprint. We hold firm to the belief that focusing on building the highest quality, longest lasting skateparks will insure minimum environmental impact. By building skateparks right the first time we guarantee resources are not needlessly being used to replace or repair.</p> <p>Our industry did not have baseline environmental standards and for that reason we took the lead to develop initiatives and with one other skatepark company founded Green Skate. As one of the founding members of Green Skate we have adopted a policy to evaluate environmental impact of every decision we make. Green Skate is an initiative set forth to create baseline standards for sustainability in the production of skateparks. Below are a few of the critical objectives of Green Skate.</p> <p>Green Skate Initiatives</p> <ul style="list-style-type: none"> • Use recycled and recyclable productions – Utilize resources that are recyclable and/or composed of recycled materials • Practice Lean Manufacturing – Identify any areas of waste and excess. Maximize efficiency and accuracy of work force, energy and materials. Manufacture equipment when ordered so energy and materials are not being wasted on inventory storage. • Seek Environmentally Sensitive Partners and Suppliers – Team up with vendors and business partners that are taking their own steps to protect our environment and natural resources. We seek out vendors and suppliers that are operationally proximal to avoid trucking raw materials over a long distance. • Employee Culture – Encourage employees to constantly evaluate their work processes and identify areas that can be improved to increase efficiency and environmental sustainability. <p>ARC also employs LEED Accredited individuals that help keep focus on environmental sustainability within the company.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	While American Ramp Company does not hold any third-party issued eco-labels, ratings or certifications, all of the steel used in our products are recycled steel. We also utilize recycled concrete when possible as base and fill material in our onsite parks and work with various suppliers of surfacing that utilizes recycled material. American Ramp Company has also recently used Basalt rebar in place of traditional steel rebar on a project that we completed this past year and are looking into utilizing this product more in the future.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>American Ramp Company is identified as a Small Business Entity (SBE) and does currently hold a State of Missouri Minority Owned Business Enterprise certificate.</p> <p>Please see a copy of this certificate attached to this response.</p>	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>American Ramp Company offers turn-key solutions to its customers. Being the only true one stop shop for the Action Sports segment of the recreation industry, we are able to serve our customers at every level of any project. This assistance spans all areas of project development including fundraising, community awareness, and project development. Any time a customer contacts our office during normal business hours someone will answer the phone. Every staff member that answers our phones during the course of the day are trained on asking the proper questions to ensure that they are transferred to the appropriate person to help with whatever they need. This we feel is an added value to our customer service because they get to speak to a live person at the time of their initial call.</p> <p>Because we have had a Sourcewell contract for over 10 years our staff is uniquely prepared to help Sourcewell members, and customers interested in becoming members, navigate the procurement process using the contract.</p>	*
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes, our warranty typically covers all materials and labor.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Repairs required due to neglect, abuse, accident, vandalism, use of products other than the intended purpose and acts of nature or God are not warrantied. The warranty does not cover any modifications, additions, or changes to the equipment unless approved in writing by American Ramp Company.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Because we have multiple crews that are mobilized throughout the US and Canada, we can very quickly respond to any warranty issues. Since these crews are already in the region, we do not charge our customer for any travel related expenses.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	American Ramp Company covers all regions and have crews that can perform warranty work anywhere in the United States and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty extends as applicable to any product or service that is listed under our contract, including any product that we would offer by others.	*
47	What are your proposed exchange and return programs and policies?	An exchange program is not offered, if something is wrong or a customer is unsatisfied with a product our warranty covers that item and we will replace it at no cost to the customer. There is a 30% restocking fee if the customer wants to return a park. All of the shipping and logistics are handled through our office and often carried by our crews.	*
48	Describe any service contract options for the items included in your proposal.	Our products have an industry leading warranty and are manufactured to be as maintenance free as possible. However, we do have an annual maintenance inspection program available to our customers. With the annual maintenance inspection program, we will send out one of our trained supervisors to do a thorough walk through their park and identify any necessary items that should be addressed. If the park is within our warranty timeline, most of these items can be addressed immediately. If work outside of warranty is needed, we can then take all the photo documentation and reports back to our office where our service department will write up a detailed report and provide a quote to make necessary repairs.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	<p>We have a wide variety of payment terms depending on the product and/or service we are providing.</p> <p>Because the majority of our projects are very large in nature our terms are 50% at the time of order and 50% upon shipping of the equipment. Most of these projects we work with Net 30 terms.</p> <p>American Ramp Company also performs large inground concrete skateparks and asphalt pump track and generally invoice those using progress billing that we submit to the customer at different project milestones much like most construction projects.</p> <p>American Ramp Company will talk through payment terms with our customers and determine which payment structure works best for them and their project.</p>
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>ARC has partnered with National Cooperative Leasing (NCL) to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including tax-exempt municipal leases and a purchase order only program.</p> <p>There is no ownership, common ownership, or control between ARC and NCL.</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Sourcewell members will issue purchase orders directly to American Ramp Company with the Sourcewell contract number included on the PO. American Ramp will then enter the sales as a Sourcewell sale in their sales tracking system, which is used to create, manage and report quarterly to Sourcewell.</p> <p>Our overall order process provides multiple check points so that nothing is missed in the process of our customers placing an order. Each customer works directly with a sales professional from their region. Once they work through what type of equipment, park or services they would like to procure a contract or purchase order and order form are completed. Once that is done so it is entered into our online system with all of the information for each order which then automatically generates an internal email to all department managers. The accounting department immediately enters the job into our online accounting system and the file is sent to our manufacturing department.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Yes, we will work with our customers in any way needed to make the procurement process meet their needs. There is no additional cost to Sourcewell members for using a P-Card.</p>

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each individual component will be listed using line item pricing. All pricing that is being extended to Sourcwell members is factory direct pricing, which means no middleman mark up. This factory direct relationship automatically saves the 20-30% commissions that would typically be applied and added to the price by a 3rd party supplier. In addition to the factory direct pricing ARC will be offering an additional 7% discount off the factory direct pricing, giving Sourcwell members access to pricing lower than any other pricing in market, published or unpublished. Individual Sku's are listed for manufactured components on the attached price list. Onsite construction price line items do not contain sku numbers.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Most of our customer interaction is factory direct, and this will be the same in the case of a Sourcwell sale. This means that our list price is manufacturer direct pricing and does not have the 30% marked up MSRP when working through a third-party rep agency. That factory direct pricing is then discounted an additional 7% to Sourcwell members giving Sourcwell members the best possible price for our products and services.
55	Describe any quantity or volume discounts or rebate programs that you offer.	There are no quantity or volume discounts or rebate programs at the time of this offering.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Our objective in this RFP response is to provide a turn-key solution by including all conceivable aspects of a skatepark, bike park or pump track project under this contract. Items such as sound dampening material, installation, etc. will have percentage cost pricing. For any components that are not specifically called out in this price list we will provide a quote for the requested service as new needs arise. Because the components to build a skatepark, bike park or pump track vary drastically, it would be virtually impossible to include every non-standard component in our price list. Our price list is meant to be interpreted as "Standard" components meaning that a certain feature may have differing dimensions with a different price.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our response covers all components typically associated with our projects. The only cost that is not clearly defined in our proposal would be installation costs on projects located within prevailing wage states. In states with prevailing wage laws we do not use the percentage cost pricing method, but rather quote the installation out based on the applicable rate schedule that would apply but only for the installation amount the product price is fixed by the contract.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Once the final design is complete and all components are determined for each project, our shipping department gets multiple competitive rates from our shipping partners. Because we are based in the center of the US and ship a lot of freight, we are able to provide very cost-effective shipping solutions.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In the instance of Hawaii and Alaska, we ship to the port and have the products sent by boat. Shipping to most regions of Canada are the same procedure as when we ship within the US. None of these logistics are the responsibility of the customer and are handled directly by our shipping department. These types of shipments are common practice for us as we do a lot of international business.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our team has shipped and installed skate, bike and pump track components in nearly 40 countries and every environment, so unique to us is a relative term. To date we have been able to comply with customer requests in any situation that we have encountered and intend to continue that trend. We don't offer any specifically unique distribution or delivery methods.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	As soon as an order is placed, the first stop that it makes is in our contract managers office. She thoroughly goes through the pricing and verifies everything in accordance with Sourcewell pricing. Once she verifies the pricing, she then places the sale on our internal sales report and includes all information including which purchasing program is used to place the order. She then keeps individual reports for each purchasing program where the data is entered as well. For our current Sourcewell contract, we use the report that was provided to us by Sourcewell to report our sales. At the end of each quarter all sales are double check and verified on the sales report and the administrative fee is issued for the projects that have been completed and paid in full.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Two Percent of gross sales.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	American Ramp Company offers everything necessary for design and build services for skateparks, bike parks and pump tracks. American Ramp Company offers pre-cast concrete, modular skatepark equipment (wood, steel, hybrid), bike park equipment, modular pump track equipment, bicycle playground equipment, trail construction, on-site concrete skatepark construction, and on-site construction of asphalt pump tracks. American Ramp Company provides full turn-key service of any type of skate, bike or pump track project including all demolition, excavation, drainage, forming, rebar, shotcrete, flatwork, and much more depending on the project needs. All designs produced by ARC are custom based on what the customer would like, their budget, the site selected as well as community input from meetings and surveys conducted by our design team.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The categories listed, Skateparks, Bike Parks and Pumtracks, capture most every type of product/service that we offer.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Skateparks	<input checked="" type="radio"/> Yes <input type="radio"/> No	American Ramp Company provides every skatepark build option and pricing for each is available and included in this proposal.
67	Bike Parks	<input checked="" type="radio"/> Yes <input type="radio"/> No	American Ramp Company offers turn-key design and build of every type of bike park product and facility including segments created by us like bicycle playgrounds.
68	Pump Tracks	<input checked="" type="radio"/> Yes <input type="radio"/> No	All pump track construction methods are available through American Ramp Company including products that are exclusive to ARC like modular pump tracks.
69	Design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>We offer turn-key planning, design, consultation, and everything needed leading up to project construction and during construction we also perform all aspects of the project in house from site work through completion of the project.</p> <p>We also provide facility management, programming and maintenance/repair solely by our staff.</p>

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Sales Revenue:</p> <p>We track our sales revenue on a monthly, quarterly and annual basis to show whether our sales are increasing/declining to Sourcewell members. This has also been tracked internally since the initial award of our first contract and this information is used internally by our sales team when they are initiating communication with a future customer who is interested in Sourcewell.</p> <p>Number of Sales:</p> <p>American Ramp Company tracks the number of sales with detailed sales reports on a monthly, quarterly and annual bases to track the number of sales to Sourcewell Customers. This has also been tracked internally since the initial award of our first contract and this information is used internally by our sales team when they are initiating communication with a future customer who is interested in Sourcewell.</p> <p>Those are just a couple of examples of how we track to see if we are having success with the contract. If we see our revenue and number of sales drop, we will take the time to identify the problem and take all necessary steps to correct the issue.</p>
71	Describe the methods or techniques that impact the durability or longevity of your product.	<p>Because we self-perform nearly 100% of every aspect of a project, we can make sure that the quality meets our expectation. Our inhouse Director of Engineer and our Quality Control Manger have both been with our company for just shy of 20 years. Every project has 3 levels of quality checks that it goes through before the installation crew arrives onsite. Maintaining an experienced team who understand and maintain a level of excellence has been the key to outputting products that last. In-fact our most popular product comes with a 20-year warranty and we have had installations that are still in use from our first year in business, 23 years ago.</p>
72	Describe any unique advancements offered by your firm, including examples related to product safety, product longevity and life cycle costs.	<p>Our team is always looking for ways to improve our products and processes. This is done with a focus on performance, safety, and aesthetics. For example, we re-engineered both our bike and skatepark product lines in a way that eliminated any fasteners in the riding surface. This change eliminates a potential hazard of a fastener backing out and causing injury, but also gives the product a higher aesthetic value. The removal of this critical maintenance area is also a big benefit to the customer.</p> <p>Another great example is something we recently developed; a special surface fork bike parks called P3 Cycle Surface. This new surfacing solution will dramatically cut down on maintenance for customers while also creating a more consistent and safer riding surface for users.</p>
73	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	<p>Our team works directly with clients from the beginning of a project to address the needs and goals identified. A focus for our company is to provide facilities that serve the broadest user group possible. Our passion is in action sports as designers, builders, and users ourselves, so we believe it is our responsibility to make action sports environments that are welcoming, engaging, and inclusive. Whether it is a bike park, skatepark or pump track, we believe getting people outside and active on a consistent basis changes lives, and changing lives helps to change the world.</p>
74	Describe any unique advantage that your product offers in relation to design-build, manufacturing, climate variations, and community aesthetics.	<p>Our company offers a turn-key solution for the planning, design, and construction of Skateparks, Pumptracks and Bike Parks. We feel that we have the most experienced and diversely qualified team in the action sports industry. On top of our experience we have the advantage of executing every aspect of a project inhouse, without the need to outsource. This means we can directly ensure a quality product/project, delivered in an efficient timeframe.</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	No Exceptions Taken

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - ARC 2018 2019 2020 Financials.pdf - Tuesday November 24, 2020 15:13:04
- [Marketing Plan/Samples](#) - ARC Tradeshow Handout.pdf - Tuesday November 24, 2020 15:22:33
- [WMBE/MBE/SBE or Related Certificates](#) - MBE Certificate.pdf - Tuesday November 24, 2020 15:20:25
- [Warranty Information](#) - Warranty Statements.pdf - Tuesday November 24, 2020 15:19:31
- [Pricing](#) - 2020 Sourcewell Price List.pdf - Tuesday November 24, 2020 15:35:55
- [Additional Document](#) - ARC_Catalog.pdf - Tuesday November 24, 2020 15:24:21

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Heather Ogden, Senior Project Manager, American Ramp Company, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

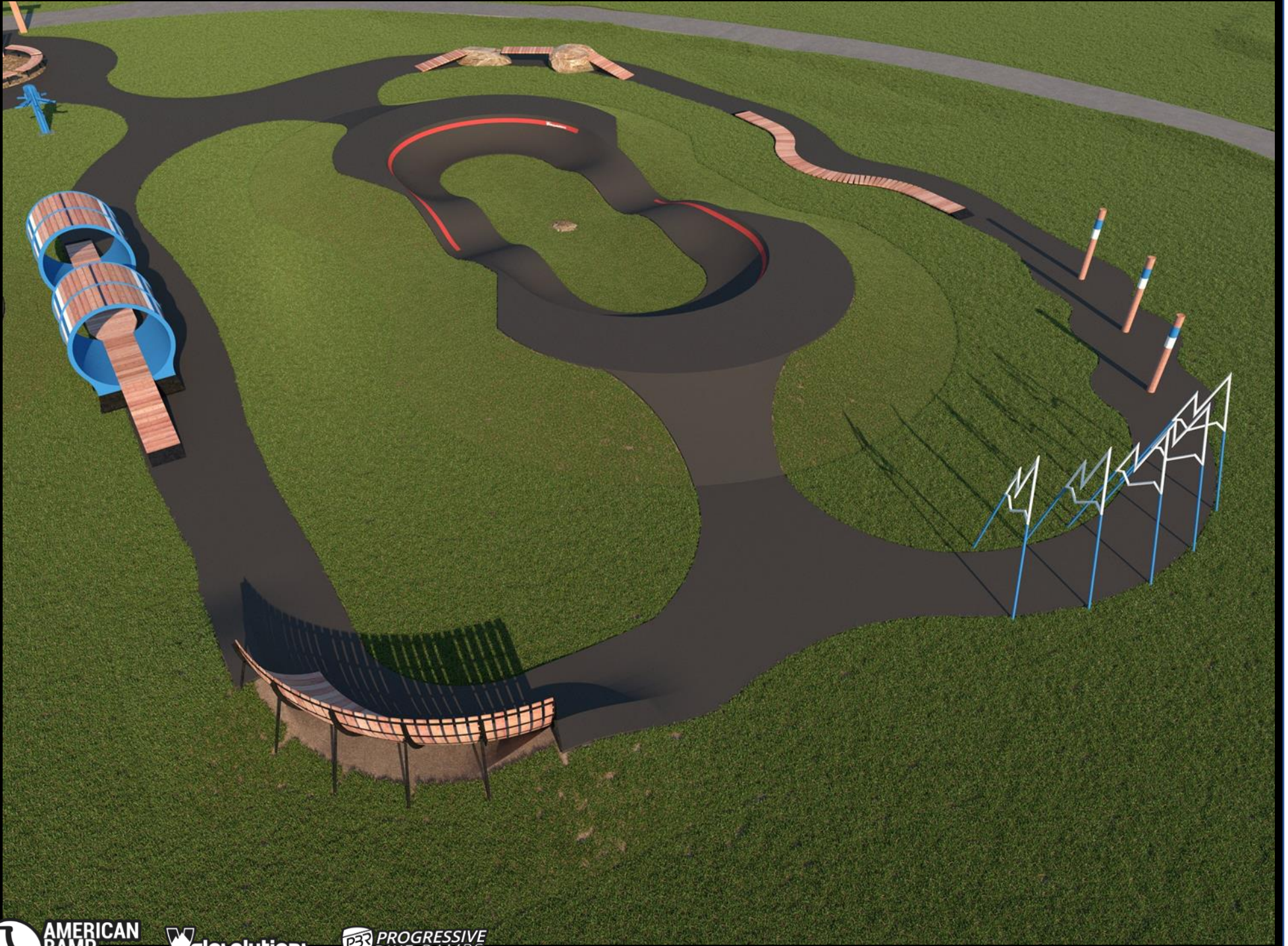
Yes No

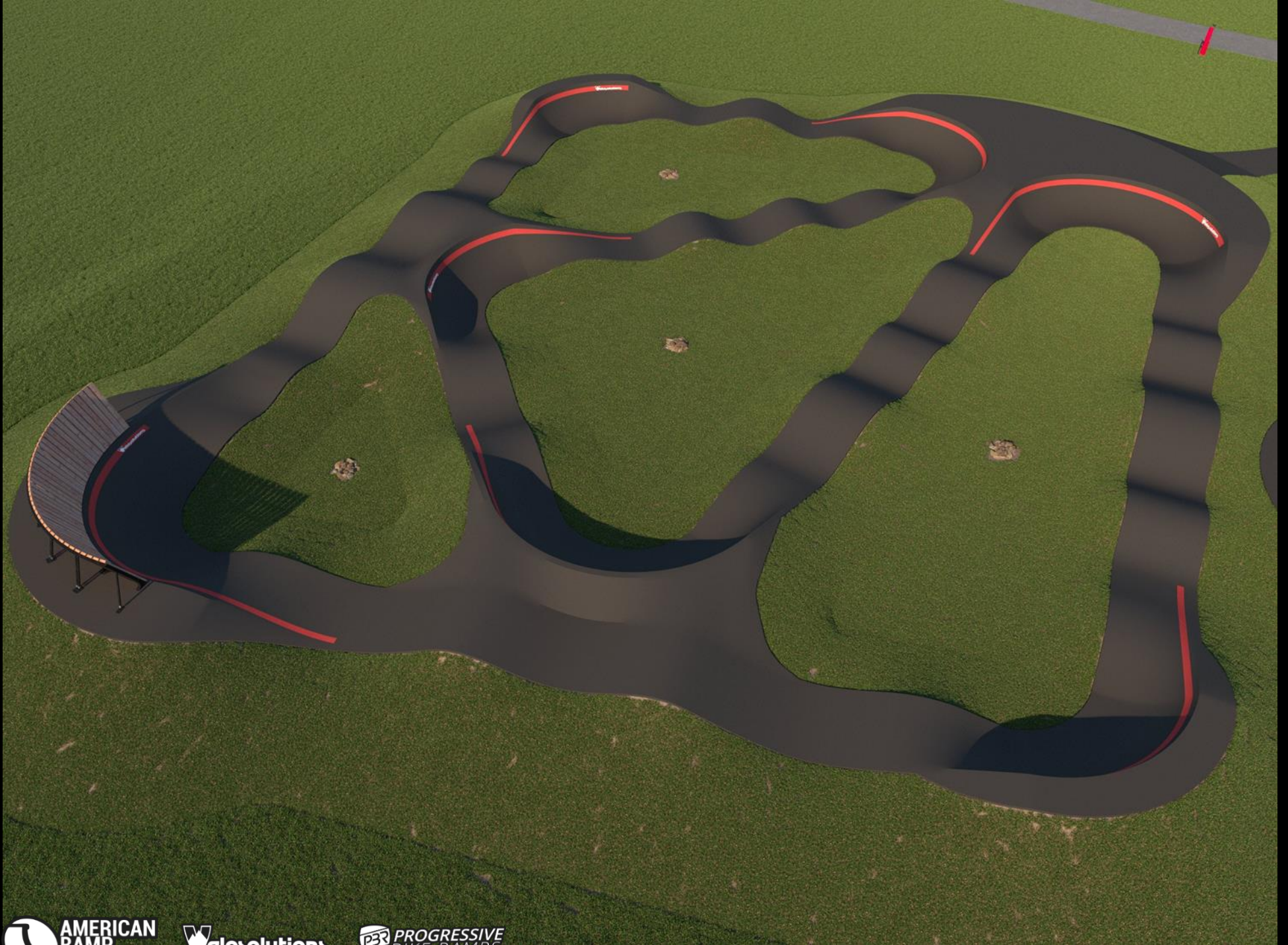
The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Skatepark Bike Park and Pump Track Solutions_RFP 112420 Thu October 29 2020 09:47 AM	<input checked="" type="checkbox"/>	3
Addendum_1_Skatepark Bike Park and Pump Track Solutions_RFP 112420 Fri October 9 2020 04:18 PM	<input checked="" type="checkbox"/>	1

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601 S. McKinley Ave
 Joplin, MO 64801
 Toll-free: 800-RAMP-778
 Local: 417-206-6816
 Fax: 417-206-6888
 sales@americanrampcompany.com



Quote #	Design #	Customer	Date	Designer
Q28169.0	8696	Nibley City Recreation	02-27-24	Cole Beckham

Feature #	Description	Part Number	Height (ft)	Width (in)	Length (ft)	SUM of Quantity
1	Double Rock Bridge	rb2-1361	1'	36"	26'	1
2	Papa Snake Ladder (Flat)	snk-036p1	6"	36"	43.3'	1
3, 4, 5	Slalom Pole 9' Long, Raw Cedar Pots, Debarked	170200381	9'			3
6, 7, 8, 9, 10	Mountain Ring (Double Peak)	rng-mt2				5
11	90° Berm Turn	brm-6901	6'	21'	8.2'	1
12	Double Tunnel Wood Wrapped	tun2-28281w				1
13	8 bike Hanging Rack	170200380				1
14	Saris Deluxe Public Work Stand, Black w Air Pump	170200380				1
15	Entry Way Arch					1
16, 17, 18, 19, 20, 21	Curved Bench					6
22	90° Wall Ride (Asphalt Pumptrack)					1
	Asphalt Trail					
	Asphalt Pumptracks					
	Engineer's Cost Estimate				\$714,996	

Notes:

- Alternate pavilion highlighted in red.
- This turnkey quote includes Equipment, Shipping, and Installation.
- This quote does not include prevailing wage. If applicable, call for revised quote.

- This quote does not include sales tax. If applicable, call for revised quote.
- Quote is good for 30 days.

SCOPE OF WORK

1.1 INCLUDES:

- All labor, construction project management, supplies, tools, materials, and equipment required per scope of work
- Site staking and layout
- Cutting and shaping grades within bike park footprint
- Place and install asphalt bike park and pump track tread
- Supply and installation of pre-engineered bike features
- Materials, supplies, and labor for custom bike features

1.2 EXCLUDES*:

- Prevailing wage
- Sales tax
- Erosion and sediment control
- Stabilized construction entrance
- Landscaping, site and turf restoration post bikepark construction
- Mass excavation or import
- Utility, mechanical, electrical, plumbing work, relocation, or repairs of any kind.
- Toxic or hazardous material handling or removal.
- Removal and/or replanting of any trees or shrubs or protection of trees and shrubs.

1.3 CUSTOMER PROVIDES*:

- Sufficient water and electrical power within 100 feet of work areas.
- Unobstructed, safe, and continuous access to work area with heavy equipment. All weather roads for heavy equipment.
- All necessary site information including topography, site surveying, and elevations.

***All items above can be provided for an additional fee.**

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PHASE 2
Bike Skills Course

PHASE 1
PLAYGROUND AND
OTHER PARK AMENITIES-
LWCF FUNDING

PARK TRAIL

BIKE COURSE

ICONIC FEATURE

PAVILION, TYP

ICONIC FEATURE

GAGA BALL
SQUARE

ICONIC FEATURE

TRAIL CONNECTION TO
ADJACENT NEIGHBORHOOD

PICKLEBALL COURTS

WETLAND TOWER

ICONIC NATURE

PLAYGROUND

ICONIC LARGE
PAVILION/REST ROOM

BUILDING AREA

WATER FEATURE

P

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Agenda Item #10

Description	Discussion & Consideration: Awarding a Contract with DWA for Construction of Phase 1 of the Ridgeline Park City Park
Presenter	Tom Dickinson, City Engineer
Staff Recommendation	Move to Approve
Reviewed By	City Manager, City Engineer

Background

In December 2023, the City advertised a Request for Bids to construct Phase 1 of Ridgeline Park city park. DWA Construction, Inc. submitted the only bid that was received by bid closing in January 2024. The bid far exceeded the allocated budget.

DWA bid (January 2024):

\$3,627,647 - Base bid

\$1,690,046 - Bid Alternates

\$5,317,693 - Base + Bid Alternates

Staff brought bidding results to City Council at the meeting held on February 2, 2024. City Council gave the following direction to staff:

1. Discussions to be held with DWA Construction regarding costs for the project and get the bid closer to the 2.2-million-dollar projected mark.
2. City Council asked for numbers that had been spent on park design to date.
 - a. **To date, the City has paid \$147,106 in design fees for Phase 1.**
3. Councilmember Mann asked for clarification on the LWCF grant as to what needed to be completed and when.

During weeks (and months) that followed, staff worked with LWCF grant administrators describing the high bid and developing a strategy to reduce the scope of the project while not affecting the City's grant award eligibility. After several meetings and phone conversations, LWCF grant administrators told staff that construction escalation issues have affected many LWCF projects and that the issue is widespread throughout the nation. Grant administrators suggested entering into a contract with a contractor and work with them to develop a scope of work that is within the City's available budget.

Once the scope of work was revised and a final cost was determined, the City would need to write a letter to LWCF amending the scope of work. Staff described the possibility that in order to get the project within budget, drastic cuts to the project and elimination of several amenities would be necessary. Grant administrators did not see that the amendment would affect the City eligibility for the \$1.26M LWCF matching grant already awarded to the City. Staff then felt secure moving forward by reducing the park scope of work, reducing the area to be improved, and negotiating with DWA Construction, Inc. on final scope of work and fee.

A Steering Committee consisting of city staff, citizens, and elected officials was tasked with slashing amenities, scope of work, and anything else to bring the project within the allocated budget. The Steering Committee (the same committee members guiding design of the park) consisted of the following individuals:

- Tom Dickinson, Engineer
- Justin Maughan, Manager
- Levi Roberts, Planner
- Chad Wright, Recreation Director
- Rod Elwood, Parks Manager
- Kendall Welker, Parks and Recreation Committee
- Norman Larsen, Councilmember
- Larry Jacobsen, Mayor

The Steering Committee worked collaboratively with the intent of cutting and slashing the project to bring it within the allocated budget. The Committee agreed on a reduced scope of work and a reduced park improvement area. In essence, the project was geographically cut in half- see exhibit below. The following amenities were cut:

- The southeast half of the trails
- Boardwalks crossing the canal feature
- Pickleball courts
- Gaga ball
- 9-square
- Bouldering area
- Several pavilions
- Iconic features
- Half of the parking lot will be gravel

Staff have been working directly with DWA gathering additional information, refining scope of work, quantities, area of improvement, and finalizing a bid and contract amount. Through cooperative efforts with subcontractors and the City, DWA

Construction, Inc. was successful in adjusting scope and fees to allow construction of the revised park area within the City's allocated budget.

The revised scope of work includes:

- Two 20 x 20 Pavilions with picnic tables
 - Pre-fabricated concrete restroom
 - 3,000 lineal feet of sidewalks and trail
 - Boardwalk and connection to future Bicycle Playground
 - Parking lot- half paved and half gravel
 - Electrical and lighting
 - Playground- under separate contract with Landscape Structures, Inc.
 - Cornhole area
 - Amenities including park benches, trash receptacles, entry sign
- A complete list of items, quantities, and unit costs is available in the packet

COST

\$2,147,098.20-	CONSTRUCTION COST
\$50,010	DESIGN- Environmental
\$60,610	CONTINGENCY

FUNDING

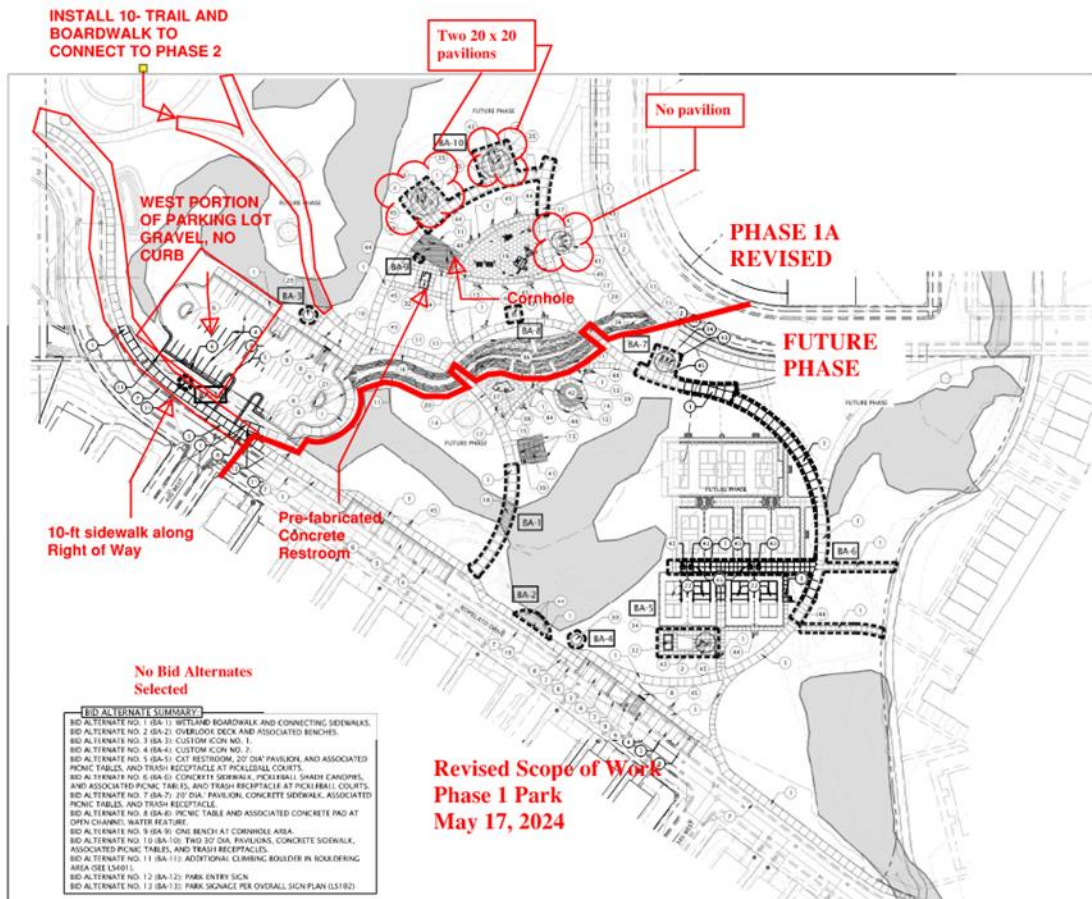
\$1,264,834	LWCF GRANT
	REMAINDER FROM PARKS IMPACT FEES AND CAPITAL PROJECTS

A draft contract is included in the Council's packet and is currently under review by DWA attorneys and will need to be reviewed by the City's attorney prior to execution. An addendum to the contract is also included in the packet. The addendum is necessary to add language to the contract to comply with the LWCF funding contract.

If City Council approves entering into a contract with DWA Construction, Inc., construction of the park will begin summer of 2024 and be complete in fall 2025.

Recommendation

Approval to award a contract of **\$2,147,098.20** with DWA Construction, Inc. to construct the reduced scope of Phase 1 of Ridgeline Park city park. (\$2.53M from the 50-50 matching grant from the Land and Water Conservation Fund, minus \$263k for direct purchase of playground equipment, minus \$50k for FY23-24 design costs, and \$60k for contingencies).



Phase 1 Revised Scope of Work- May 17, 2024



Ridgetline Park Phase 1 - Revised Scope May 2024

Bid Item	Item Description	Qty	Unit	Unit Price	Amount
Bid item 01	Mobilization	1	ls	\$ 152,119.00	\$ 152,119.00
Bid item 02	Site Clearing and Grubbing	102879	sf	\$ 0.23	\$ 23,662.17
Bid item 03	Demolition and Removal	6500	sf	\$ 0.85	\$ 5,525.00
Bid item 04	Traffic Control	1	ls	\$ 6,405.00	\$ 6,405.00
Bid item 05	Site Grading (Spread & Compact)	1	ls	\$ 155,628.00	\$ 155,628.00
Bid item 06	Erosion Control/SWPPP	1	ls	\$ 6,644.00	\$ 6,644.00
Bid item 07	Storm Drainage	1	ls	\$ 67,272.00	\$ 67,272.00
Bid item 08	Sanitary Sewer	1	ls	\$ 18,484.00	\$ 18,484.00
Bid item 09	Water Service	1	ls	\$ 73,694.00	\$ 73,694.00
Bid item 10	Site Electrical	1	ls	\$ 173,225.00	\$ 173,225.00
Bid item 11	Site Lighting	1	ls	\$ 143,640.00	\$ 143,640.00
Bid item 12	Asphalt Parking Lot	11387	sf	\$ 3.95	\$ 44,978.65
Bid item 13	Gravel Parking Area	11263	sf	\$ 1.39	\$ 15,655.57
Bid item 14	Curb & Gutter	515	lf	\$ 43.40	\$ 22,351.00
Bid item 15	6' Concrete Sidewalk	2941	sf	\$ 10.78	\$ 31,703.98
Bid item 16	10' Concrete Sidewalk	11161	sf	\$ 9.29	\$ 103,685.69
Bid item 17	Concrete Furnishing Pad	275	sf	\$ 10.94	\$ 3,008.50
Bid item 18	Concrete Plaza (Pavilion Pad)	1704	sf	\$ 10.00	\$ 17,040.00
Bid item 19	Concrete Picnic Table Pad (Bid Alternate)	180	sf	\$ 11.49	\$ 2,068.20
Bid item 20	Concrete Steps	50	lf	\$ 152.66	\$ 7,633.00
Bid item 21	ADA Ramps	1	ea	\$ 3,161.00	\$ 3,161.00
Bid item 22	Playground Ramp	1	ea	\$ 1,686.00	\$ 1,686.00
Bid item 23	Concrete Mowstrip/Edger	776	lf	\$ 19.02	\$ 14,759.52
Bid item 24	Restroom (Single Cortez)	1	ls	\$ 139,063.00	\$ 139,063.00
Bid item 25	Naturalized Water Feature	375	lf	\$ 450.59	\$ 168,971.25
Bid item 26	Entry Sign	1	ls	\$ 13,491.00	\$ 13,491.00
Bid item 27	Park Bench	8	ea	\$ 2,638.88	\$ 21,111.04
Bid item 28	Picnic Table	2	ea	\$ 1,351.50	\$ 2,703.00
Bid item 29	Picnic Table (Bid Alternate)	1	ea	\$ 1,352.00	\$ 1,352.00
Bid item 30	Trash Receptacles	5	ea	\$ 1,762.00	\$ 8,810.00
Bid item 31	Cornhole Boards	4	ea	\$ 911.75	\$ 3,647.00
Bid item 32	Playground Washed Gravel & Fabric	5116	sf	\$ 2.34	\$ 11,971.44
Bid item 33	Synthetic Turf (Cornhole)	1361	sf	\$ 10.98	\$ 14,943.78
Bid item 34	Deciduous Tree	25	ea	\$ 446.24	\$ 11,156.00
Bid item 35	Evergreen Tree	9	ea	\$ 546.67	\$ 4,920.03
Bid item 36	Ornamental Tree	16	ea	\$ 448.69	\$ 7,179.04
Bid item 37	Landscape Boulders	7	ea	\$ 190.15	\$ 1,331.05
Bid item 38	Flagstone	1680	ea	\$ 31.33	\$ 52,634.40
Bid item 39	Sod (Includes 4" Topsoil)	19682	sf	\$ 1.77	\$ 34,837.14
Bid item 40	Bluegrass Seed	6385	sf	\$ 0.64	\$ 4,086.40
Bid item 41	Meadow Grass Seed (Includes 4" Topsoil)	6435	sf	\$ 0.76	\$ 4,890.60

Bid item 42	Native Seed	2638	sf	\$ 0.14	\$ 369.32
Bid item 43	Shrub Bed	5027	sf	\$ 3.69	\$ 18,549.63
Bid item 44	Shrubs	96	ea	\$ 75.90	\$ 7,286.40
Bid item 45	Perennials	74	ea	\$ 26.53	\$ 1,963.22
Bid item 46	Ornamental Grasses	52	ea	\$ 27.14	\$ 1,411.28
Bid item 47	Irrigation System (Turf)	26067	sf	\$ 6.32	\$ 164,743.44
Bid item 48	Irrigation System (Meadow Grass)	6435	sf	\$ 3.14	\$ 20,205.90
Bid item 49	Irrigation System (Drip)	5027	sf	\$ 1.89	\$ 9,501.03
Bid item 50	Landscape Maintenance	1	ls	\$ 11,240.00	\$ 11,240.00
Bid item 51	20' x 20' Pavilion	2	ea	\$ 43,174.00	\$ 86,348.00
Bid item 52	30' x 30' Pavilion (Electrical Conduit Only)	1	ea	\$ 1,585.00	\$ 1,585.00
Bid item 53	10' Concrete Sidewalk	5936	sf	\$ 9.23	\$ 54,789.28
Bid item 54	Concrete Plaza (Pavilion Pad)	2853	sf	\$ -	\$ -
Bid item 55	Boardwalk	436	sf	\$ 127.67	\$ 55,664.12
Bid item 56	Picnic Tables (Bid Alternate)	6	ea	\$ 480.34	\$ 2,882.04
Bid item 57	Trash Receptacles (Bid Alternate)	2	ea	\$ 1,762.50	\$ 3,525.00
Bid item 58	Bluegrass Seed (Includes 4" Topsoil)	7322	sf	\$ 0.70	\$ 5,125.40
Bid item 59	Irrigation System - Turf	7322	sf	\$ 5.27	\$ 38,586.94
Bid item 60	Drive Approach	1	ea	\$ 7,852.00	\$ 7,852.00
Bid item 61	ADA Ramps	1	ea	\$ 935.00	\$ 935.00
Bid item 62	10' Public Sidewalk	4657	sf	\$ 9.25	\$ 43,077.25
Bid item 63	Street Tree	9	ea	\$ -	\$ -
Bid item 64	Ornamental Tree	3	ea	\$ -	\$ -
Bid item 65	Shrub Bed	2094	sf	\$ -	\$ -
Bid item 66	Shrubs	35	ea	\$ -	\$ -
Bid item 67	Perennials	13	ea	\$ -	\$ -
Bid item 68	Ornamental Grasses	55	ea	\$ -	\$ -
Bid item 69	Irrigation System - Drip	2094	sf	\$ -	\$ -
Bid item 70	6' Concrete Sidewalk	1071	sf	\$ -	\$ -
Bid item 71	10' Concrete Sidewalk	1324	sf	\$ -	\$ -
Bid item 72	Boardwalk/Bridge	668	sf	\$ -	\$ -
Bid item 73	Playground Curb	75	lf	\$ 41.42	\$ 3,106.50
Bid item 74	Cedar Fencing	30	lf	\$ 240.80	\$ 7,224.00
Bid item 75	Description 75	75		\$ -	\$ -

Phase 1 - Base Bid
\$ 1,933,076.17

Phase 1 - Adjacent
\$ 162,157.78

Phase 1 - ROW
\$ 51,864.25

Phase 1B - Adjacent
\$ -

Tax exempt Y/N

N

Tax rate 0.0726

BASE BID

TOTAL AMOUNT

\$ 2,147,098.20

Alternate Bid Items

Bid Item	Item Description	Qty	Unit	Unit Price	Amount
Bid ALT A1	Description Alt 1	1	cy	\$ -	\$ -
Bid ALT A2	Description Alt 2	2	ea	\$ -	\$ -
Bid ALT A3	Description Alt 3	3	lf	\$ -	\$ -
Bid ALT A4	Description Alt 4	4	ea	\$ -	\$ -

DOCUMENT 00 52 43
AGREEMENT

PART I GENERAL

IN REVIEW

1.1 CONTRACTOR

- A. Name: _____
- B. Address: _____
- C. Telephone number: _____
- D. Facsimile number: _____
- E. E-Mail addresses: _____

1.2 OWNER

- A. Nibley City, a municipal corporation of the State of Utah, 455 West 3200 South, Nibley, Utah 84321.

1.3 CONSTRUCTION CONTRACT

The Construction Contract is known as

***NIBLEY CITY
Ridgeline Park | Phase 1***

1.4 ENGINEER

- A. ***Tom Dickinson, PE, or his designee*** is the Engineer who has the rights, authority and duties assigned to Engineer in the Contract Documents; provided, however, Engineer shall not have authority to increase the contract price to an amount that exceeds the amount budgeted for the project by the Owner for the Project.

1.5 AGREEMENT PERFORMANCE

- A. The Contractor shall perform everything required to be performed by Contractor in the Contract Documents, shall provide and furnish all labor, tools and equipment, and shall furnish and deliver all materials not specifically stated in the Contract Documents as being furnished by the Owner, to complete all the work necessary to complete the Project in Nibley City, State of Utah in the best and most workmanlike manner, and in strict conformity with the provisions of this Agreement. The plans and specifications and the proposals are hereby made a part of the agreement

as fully and to the same effect as if the same had been set forth at length in the body of this Agreement. In the event of inconsistencies within or among parts of this Agreement, the Contract Documents or among Contract Documents, this Agreement, and applicable standards, codes, and references to previous versions of the Manual of Standard Specifications or Manual of Standard Plans, the Contractor shall (i) provide the better quality or greater quantity of work; or (ii) comply with the more stringent requirement; either or both in accordance with Engineer's interpretation.

- B. It is agreed that the status of the Contractor under this agreement is that of Independent Contractor rather than that of an Employee of the Owner. Accordingly, the Contractor, in performance of his obligations hereunder, is independent and free from control of the Owner in all that pertains to the execution of the work and shall perform the work according to the Contractor's own methods without being subject to the rule, control or direction of the Owner or its representatives, save and except as to the results obtained. The finished work and the materials furnished must, however, conform strictly to this contract, the proposal, and the plans and specifications, and are subject to the final approval of the Owner and its authorized representatives, who may exert such direction and control thereof as may be necessary to achieve that conformity. All provisions in the specifications with respect to the direction and control of the work shall be construed so as to make effective this provision. It is agreed that the status of the Contractor under this agreement is that of Independent Contractor rather than that of an Employee of the Owner. Accordingly, the Contractor, in performance of his obligations hereunder, is independent and free from control of the Owner in all that pertains to the execution of the work and shall perform the work according to the Contractor's own methods without being subject to the rule, control or direction of the Owner or its representatives, save and except as to the results obtained. The finished work and the materials furnished must, however, conform strictly to this contract, the proposal, and the plans and specifications, and are subject to the final approval of the Owner and its authorized representatives, who may exert such direction and control thereof as may be necessary to achieve that conformity. All provisions in the specifications with respect to the direction and control of the work shall be construed so as to make effective this provision. It is agreed that the status of the Contractor under this agreement is that of Independent Contractor rather than that of an Employee of the Owner. Accordingly, the Contractor, in performance of his obligations hereunder, is independent and free from control of the Owner in all that pertains to the execution of the work and shall perform the work according to the Contractor's own methods without being subject to the rule, control or direction of the Owner or its representatives, save and except as to the results obtained. The finished work and the materials furnished must, however, conform strictly

to this contract, the proposal, and the plans and specifications, and are subject to the final approval of the Owner and its authorized representatives, who may exert such direction and control thereof as may be necessary to achieve that conformity. All provisions in the specifications with respect to the direction and control of the work shall be construed so as to make effective this provision. It is agreed that the status of the Contractor under this agreement is that of Independent Contractor rather than that of an Employee of the Owner. Accordingly, the Contractor, in performance of his obligations hereunder, is independent and free from control of the Owner in all that pertains to the execution of the work and shall perform the work according to the Contractor's own methods without being subject to the rule, control or direction of the Owner or its representatives, save and except as to the results obtained. The finished work and the materials furnished must, however, conform strictly to this contract, the proposal, and the plans and specifications, and are subject to the final approval of the Owner and its authorized representatives, who may exert such direction and control thereof as may be necessary to achieve that conformity. All provisions in the specifications with respect to the direction and control of the work shall be construed so as to make effective this provision.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, and the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character. The Owner shall pay the Contractor, as full consideration for the performance of this contract, the contract bid price per item as shown in the proposal, for the quantities of work actually performed and accepted.
- B. The Contract Price is: _____ Dollars (\$ _____).

2.2 CONTRACT TIME

- A. The work shall commence on the date set forth in the written Notice to Proceed from the Owner or its agent to Contractor and shall be completed and ready for Owner's substantial completion prior to October 1, 2024.
- B. Any time specified in work sequences in the Summary of Work (Section 01 11 10) shall be a part of the Contract Time.

2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 30 calendar days after the date Contractor receives Engineer's Final Inspection Punch List unless exemptions of specific items are granted by Engineer in writing or an exception has been specified in the Contract Documents.
- B. Permitting the Contractor to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the Owner of any of Owner's rights under this Agreement.

2.4 LIQUIDATED DAMAGES

- A. **Late Completion:** Time is the essence of the Contract Documents. Contractor agrees that Owner will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions (Document 00 72 00). Contractor and Owner agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, Contractor agrees to pay to Owner the amount of **\$1,000** for each calendar day that extends after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.
- B. **Survey Monuments:** No land survey monument will be disturbed or moved until Engineer has been properly notified and the Engineer's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that Contractor will pay as liquidated damages the sum of \$1,000 to cover such damage and expense.
- C. **Interruption of Public Services:** No interruption of public services shall be caused by Contractor, its agents or employees, without the Engineer's and Owner's prior written approval. Owner and Contractor agree that in the event Owner suffers damages from such interruption, liquidated damages as stipulated above shall not be deemed to be a limitation upon Owner's right to recover the full amount of damages.
- D. **Deduct Damages from Moneys Owed Contractor:** Owner shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the Contractor. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such amounts and shall

return such excess to the Owner.

2.5 RETAINAGE

- A. **Retainage is Owner's Option:** Owner may, in its sole discretion, retain five (5) percent of the value of all Work done and materials or equipment supplied as part security for the fulfillment of the Construction Contract by the Contractor. If, in Engineer's opinion, the Work is proceeding in accordance with Contractor's approved progress schedule, and all progress schedule submittals are current and up to date, and all required payrolls, Shop Drawings, and miscellaneous submittals are current and up to date, the Owner may choose not to withhold retainage.
1. **Reducing the Retainage:** As the Work nears completion and solely at the Engineer's discretion, the Owner may reduce the retainage to an amount more in line with the Work actually remaining.
 2. **Retainage Held Until Final Payment:** The Owner reserves the right to retain all amounts previously withheld or due the Contractor, including liquidated damages, until all Punch List items are complete. However, at Engineer's sole option, Engineer may authorize the release of up to all retained amounts except any liquidated damages and double Engineer's best estimate of the Contractor's cost to complete all remaining Punch List items.
- B. **Interest:** Except for money retained for items not provided or installed in accordance with the Contract Documents, any money retained by the Owner will be placed in an interest-bearing account held by the Owner in its Utah State Treasury Pool. The interest accrued thereon shall be the only interest paid to Contractor on the money retained and will be due and payable to the Contractor when the retained monies are paid.

2.6 PAYMENT PROCEDURES

- A. **Progress Payments:** Contractor shall submit Applications for Payment in accordance with Part 14 of the General Conditions (Document 00 72 00) and Section 01 29 00 (Payment Procedure). Payment will become due or payable only for items provided or installed by Contractor. If required by the Owner, any request or application by the Contractor for a partial payment shall be accompanied and supported by data establishing payment or satisfaction of all Contractor obligations for payroll, bills for materials and equipment, and other indebtedness, with such data establishment to be evidenced by receipts, releases and waivers of lien, arising out of the contract, to the extent and in such form as may be designated as acceptable and satisfactory by the Owner. The Owner may require such data, including but not limited to, and executed, completed

lien waiver and release from all subcontractors, lower-tier subcontractors and suppliers. The submission of these items, if requested by the Owner with the Contractor's application or request for a partial payment shall constitute a condition precedent to the Contractor's right to any such partial payment, and any particular application or request for partial payment submitted without these items, if so requested by the Owner, shall be deemed incomplete.

1. **Withholding Payment:** Owner reserves the right to withhold payment from Contractor for noncompliance with any provision of the Contract Documents.
 2. **Price Adjustments:** Owner will consider making partial payment to the Contractor for certain nonconforming work in advance of any negotiated settlement reached between the Contractor and the Owner, provided the Contractor requests in writing that this be done. Contractor agrees that any such payments made by the Owner are "payments in advance" and that any money which becomes due when the final settlement is negotiated will not constitute payments "withheld" or "retained" under State law.
- B. **Final Payment:** After completion of all Work and Punch List items, Owner shall pay the Contract Price due after deducting therefrom all previous payments, unit price quantity adjustments, penalties, liquidated damages, and other amounts to be retained. All prior progress payments shall be subject to correction in the final payment. The final payment shall not be due and payable until the expiration of 30 days from approval of the request for final payment of Contractor by Engineer and Owner. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Owner to the Contractor when the work has been completed, the contract fully performed, and a final certificate for payment has been issued by the Engineer. Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Owner through the Engineer, (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety to final payment, and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the contract, to the extent and in such form as may be designated by the Owner. If after substantial completion of the work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of change orders affecting final completion, and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or

corrected is less than the retainage stipulated in the contract documents, and if bonds have been furnished, the written consent of the Surety of the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing payments as heretofore set forth, except that it shall not constitute a waiver of claims. The making of final payment shall constitute a waiver of all claims by the Owner except those arising from: (1) unsettled liens; (2) faulty or defective work; (3) failure of the work to comply with the requirements of the contract documents; or (4) terms of any special warranties required by the contract documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final application for payment. All provisions of this agreement, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of final payment.

1. **Submittal:** Final payment shall not be made until the Contractor has delivered and Engineer has accepted all submittals specified in Article 14.8 of the General Conditions (Document 00 72 00).
2. **Owner Released From Claims:** The payment and acceptance of the final Contract Price due and the adjustment and payment for any Work done in accordance with any alterations of the same, shall release the Owner from any and all claims of Contractor on account of Work performed under the Contract Documents or any Modification thereof, except for those claims specifically agreed to as reserved and unresolved by the Owner.

2.7 EXTRA WORK

- A. No money will be paid to the Contractor for any additions, deletions or revisions in the Work as stipulated in Article 10.1 of the General Conditions (Document 00 72 00), unless a contract Modification for such has been made in writing and validly executed by the Owner and Contractor.

PART 3 COVENANTS

3.1 ASSIGNMENT NOT BINDING WITHOUT WRITTEN CONSENT

- A. Owner and Contractor agree no assignment of any right or interest in the Contract Documents will be made without the written consent of the Owner and the Contractor. No assignment will release or discharge the Owner or the Contractor from any duty or responsibility under the Contract Documents unless specifically stated to the contrary in any written consent to an assignment.
- B. Contractor shall make no assignment of money that is due without the Owner's written consent (except to the extent that the effect of this restriction may be limited by Law or Regulation).

3.2 BINDING TERMS

- A. The Agreement, with all its forms, plans, specifications and stipulations, shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

3.3 INDEMNIFICATION

- A. Provisions concerning indemnification are set forth in Article 6.17 of the General Conditions (Document 00 72 00) as modified by Supplemental General Conditions (Document 00 73 00).

3.4 DISPUTE RESOLUTION

- A. **In General:**
 - 1. Unless a decision shall be held by an appropriate court of law to have been procured by fraud or to be arbitrary and capricious or so grossly erroneous as necessarily to imply bad faith, any factual decision made under this Article shall be final and binding in any suit or action arising under this Construction Contract, including any actions by Contractor or others against Owner or any of Owner's agents, consultants, or employees.
 - 2. Compliance with provisions of this Article shall be a condition precedent prior to any legal action by the Contractor or any of Contractor's Subcontractors and Suppliers against Owner or any of Owner's agents, consultants, or employees.
 - 3. The provisions of this Article shall not preclude or limit judicial review of issues of law.

- B. **Disputes Not Related to the Guarantee of the Work:** Any dispute arising under the Construction Contract concerning a question of fact, not related to the guarantee of the Work (Part 13 of the General Conditions (Document 00 72 00)), which is not disposed of by contract Modification shall be decided pursuant to the following procedure.
1. Any decision by Engineer interpreting the requirements of the Contract Documents may be appealed in writing to the Engineer. The Engineer's decision shall be reduced to writing and a copy shall be mailed or otherwise furnished to the Contractor. The decision of Engineer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to Engineer a written appeal to the Owner.
 2. Within 15 days from the receipt of any such appeal, the City Manager shall issue a decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the City Manager shall be final and conclusive unless, within 15 days from the date of receipt of such decision, the Contractor mails or otherwise furnishes to the City a written appeal to a Dispute Committee.
 3. The Dispute Committee shall consist of the Owner's Attorney, the Mayor, and an independent engineer selected by the Owner.
 4. Said Committee shall have authority to investigate the appeal.
 5. The decision of said Committee shall be rendered in writing within 15 days from receipt of the appeal and mailed or otherwise delivered to the Contractor.
 6. The decision of said Committee shall be the final binding interpretation of the facts which are the subject of the appeal.
- C. **Disputes Related to the Guarantee:** Except as otherwise provided by contract Modification, any dispute concerning a question of fact involving or arising out of the guarantee required by the Contract Documents (Article 13.1 of the General Conditions (Document 00 72 00)), which is not disposed of by contract Modification shall be decided pursuant to the provisions of Paragraph 3.4B above.
- D. **Work During Appeal:** Notwithstanding the pendency of any protest or appeal provided above, Contractor shall, if so ordered by Engineer, proceed with the Work under the Contract Documents according to Engineer's direction and according to the decision on any appeal. The existence of a claim or protest shall not excuse Contractor from the

requirements of the Contract Documents, including, but not limited to, the Contract Time.

- E. **Appeals of Termination or Suspension:** Any decision of Owner to terminate or suspend the Work shall not be subject to the provisions of this Article.

3.5 ATTORNEY'S FEES.

- A. In the event that either party institutes any action or proceeding against the other relating to the breach of any term of this agreement, then the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of such action including reasonable attorney fees, incurred therein by the successful party.

3.6 CONTRACTOR'S REPRESENTATIONS.

The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

- A. that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- B. that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- C. that it is authorized to do business in the State of Utah and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;
- D. that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and
- E. that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill and diligence of such a contract.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the work called for hereunder.

3.7 CONTRACT DOCUMENTS.

Contract Documents include the *APWA Manual of Standard Specifications, 2017 Edition*, as amended by Nibley City, published by Utah LTAP Center, Utah State University, and *Manual of Standard Plans, 2017 Edition*, as amended by Nibley City, published by Utah LTAP Center, Utah State University, and those documents included in the term "Contract Documents" as defined therein.

PART 4 EXECUTION

4.1 EFFECTIVE DATE.

A. Owner and Contractor executed this Agreement and declared it in effect as of the _____ day of _____, 20__.

IN WITNESS WHEREOF, we have hereunto set our hands and seal at Nibley, Utah, on the day and year first above written:

NIBLEY CITY, OWNER

By _____
Justin Maughan, City Manager

Attest:

City Recorder

Approved as to form:

City Attorney

[Contractor]

By _____

Its _____

Attest:

By _____

**DOCUMENT 00 52 43
AGREEMENT**

PART I GENERAL

1.1 CONTRACTOR

- A. Name: _____
- B. Address: _____
- C. Telephone number: _____
- D. Facsimile number: _____
- E. E-Mail addresses: _____

1.2 OWNER

- A. Nibley City, a municipal corporation of the State of Utah, 455 West 3200 South, Nibley, Utah 84321.

1.3 CONSTRUCTION CONTRACT

The Construction Contract is known as

***NIBLEY CITY
Ridgeline Park | Phase 1***

1.4 ENGINEER

- A. ***Tom Dickinson, PE, or his designee*** is the Engineer who has the rights, authority and duties assigned to Engineer in the Contract Documents; provided, however, Engineer shall not have authority to increase the contract price to an amount that exceeds the amount budgeted for the project by the Owner for the Project.

1.5 AGREEMENT PERFORMANCE

- A. The Contractor shall perform everything required to be performed by Contractor in the Contract Documents, shall provide and furnish all labor, tools and equipment, and shall furnish and deliver all materials not specifically stated in the Contract Documents as being furnished by the Owner, to complete all the work necessary to complete the Project in Nibley City, State of Utah in the best and most workmanlike manner, and in strict conformity with the provisions of this Agreement. The plans and specifications and the proposals are hereby made a part of the agreement

as fully and to the same effect as if the same had been set forth at length in the body of this Agreement. In the event of inconsistencies within or among parts of this Agreement, the Contract Documents or among Contract Documents, this Agreement, and applicable standards, codes, and references to previous versions of the Manual of Standard Specifications or Manual of Standard Plans, the Contractor shall (i) provide the better quality or greater quantity of work; or (ii) comply with the more stringent requirement; either or both in accordance with Engineer's interpretation.

- B. It is agreed that the status of the Contractor under this agreement is that of Independent Contractor rather than that of an Employee of the Owner. Accordingly, the Contractor, in performance of his obligations hereunder, is independent and free from control of the Owner in all that pertains to the execution of the work and shall perform the work according to the Contractor's own methods without being subject to the rule, control or direction of the Owner or its representatives, save and except as to the results obtained. The finished work and the materials furnished must, however, conform strictly to this contract, the proposal, and the plans and specifications, and are subject to the final approval of the Owner and its authorized representatives, who may exert such direction and control thereof as may be necessary to achieve that conformity. All provisions in the specifications with respect to the direction and control of the work shall be construed so as to make effective this provision. It is agreed that the status of the Contractor under this agreement is that of Independent Contractor rather than that of an Employee of the Owner. Accordingly, the Contractor, in performance of his obligations hereunder, is independent and free from control of the Owner in all that pertains to the execution of the work and shall perform the work according to the Contractor's own methods without being subject to the rule, control or direction of the Owner or its representatives, save and except as to the results obtained. The finished work and the materials furnished must, however, conform strictly to this contract, the proposal, and the plans and specifications, and are subject to the final approval of the Owner and its authorized representatives, who may exert such direction and control thereof as may be necessary to achieve that conformity. All provisions in the specifications with respect to the direction and control of the work shall be construed so as to make effective this provision. It is agreed that the status of the Contractor under this agreement is that of Independent Contractor rather than that of an Employee of the Owner. Accordingly, the Contractor, in performance of his obligations hereunder, is independent and free from control of the Owner in all that pertains to the execution of the work and shall perform the work according to the Contractor's own methods without being subject to the rule, control or direction of the Owner or its representatives, save and except as to the results obtained. The finished work and the materials furnished must, however, conform strictly

to this contract, the proposal, and the plans and specifications, and are subject to the final approval of the Owner and its authorized representatives, who may exert such direction and control thereof as may be necessary to achieve that conformity. All provisions in the specifications with respect to the direction and control of the work shall be construed so as to make effective this provision. It is agreed that the status of the Contractor under this agreement is that of Independent Contractor rather than that of an Employee of the Owner. Accordingly, the Contractor, in performance of his obligations hereunder, is independent and free from control of the Owner in all that pertains to the execution of the work and shall perform the work according to the Contractor's own methods without being subject to the rule, control or direction of the Owner or its representatives, save and except as to the results obtained. The finished work and the materials furnished must, however, conform strictly to this contract, the proposal, and the plans and specifications, and are subject to the final approval of the Owner and its authorized representatives, who may exert such direction and control thereof as may be necessary to achieve that conformity. All provisions in the specifications with respect to the direction and control of the work shall be construed so as to make effective this provision.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, and the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character. The Owner shall pay the Contractor, as full consideration for the performance of this contract, the contract bid price per item as shown in the proposal, for the quantities of work actually performed and accepted.
- B. The Contract Price is: _____ Dollars (\$ _____).

2.2 CONTRACT TIME

- A. The work shall commence on the date set forth in the written Notice to Proceed from the Owner or its agent to Contractor and shall be completed and ready for Owner's substantial completion prior to October 1, 2024.
- B. Any time specified in work sequences in the Summary of Work (Section 01 11 10) shall be a part of the Contract Time.

2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 30 calendar days after the date Contractor receives Engineer's Final Inspection Punch List unless exemptions of specific items are granted by Engineer in writing or an exception has been specified in the Contract Documents.
- B. Permitting the Contractor to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the Owner of any of Owner's rights under this Agreement.

2.4 LIQUIDATED DAMAGES

- A. **Late Completion:** Time is the essence of the Contract Documents. Contractor agrees that Owner will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions (Document 00 72 00). Contractor and Owner agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, Contractor agrees to pay to Owner the amount of **\$1,000** for each calendar day that extends after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.
- B. **Survey Monuments:** No land survey monument will be disturbed or moved until Engineer has been properly notified and the Engineer's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that Contractor will pay as liquidated damages the sum of \$1,000 to cover such damage and expense.
- C. **Interruption of Public Services:** No interruption of public services shall be caused by Contractor, its agents or employees, without the Engineer's and Owner's prior written approval. Owner and Contractor agree that in the event Owner suffers damages from such interruption, liquidated damages as stipulated above shall not be deemed to be a limitation upon Owner's right to recover the full amount of damages.
- D. **Deduct Damages from Moneys Owed Contractor:** Owner shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the Contractor. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such amounts and shall

return such excess to the Owner.

2.5 RETAINAGE

- A. **Retainage is Owner's Option:** Owner may, in its sole discretion, retain five (5) percent of the value of all Work done and materials or equipment supplied as part security for the fulfillment of the Construction Contract by the Contractor. If, in Engineer's opinion, the Work is proceeding in accordance with Contractor's approved progress schedule, and all progress schedule submittals are current and up to date, and all required payrolls, Shop Drawings, and miscellaneous submittals are current and up to date, the Owner may choose not to withhold retainage.
1. **Reducing the Retainage:** As the Work nears completion and solely at the Engineer's discretion, the Owner may reduce the retainage to an amount more in line with the Work actually remaining.
 2. **Retainage Held Until Final Payment:** The Owner reserves the right to retain all amounts previously withheld or due the Contractor, including liquidated damages, until all Punch List items are complete. However, at Engineer's sole option, Engineer may authorize the release of up to all retained amounts except any liquidated damages and double Engineer's best estimate of the Contractor's cost to complete all remaining Punch List items.
- B. **Interest:** Except for money retained for items not provided or installed in accordance with the Contract Documents, any money retained by the Owner will be placed in an interest-bearing account held by the Owner in its Utah State Treasury Pool. The interest accrued thereon shall be the only interest paid to Contractor on the money retained and will be due and payable to the Contractor when the retained monies are paid.

2.6 PAYMENT PROCEDURES

- A. **Progress Payments:** Contractor shall submit Applications for Payment in accordance with Part 14 of the General Conditions (Document 00 72 00) and Section 01 29 00 (Payment Procedure). Payment will become due or payable only for items provided or installed by Contractor. If required by the Owner, any request or application by the Contractor for a partial payment shall be accompanied and supported by data establishing payment or satisfaction of all Contractor obligations for payroll, bills for materials and equipment, and other indebtedness, with such data establishment to be evidenced by receipts, releases and waivers of lien, arising out of the contract, to the extent and in such form as may be designated as acceptable and satisfactory by the Owner. The Owner may require such data, including but not limited to, and executed, completed

lien waiver and release from all subcontractors, lower-tier subcontractors and suppliers. The submission of these items, if requested by the Owner with the Contractor's application or request for a partial payment shall constitute a condition precedent to the Contractor's right to any such partial payment, and any particular application or request for partial payment submitted without these items, if so requested by the Owner, shall be deemed incomplete.

1. **Withholding Payment:** Owner reserves the right to withhold payment from Contractor for noncompliance with any provision of the Contract Documents.
 2. **Price Adjustments:** Owner will consider making partial payment to the Contractor for certain nonconforming work in advance of any negotiated settlement reached between the Contractor and the Owner, provided the Contractor requests in writing that this be done. Contractor agrees that any such payments made by the Owner are "payments in advance" and that any money which becomes due when the final settlement is negotiated will not constitute payments "withheld" or "retained" under State law.
- B. **Final Payment:** After completion of all Work and Punch List items, Owner shall pay the Contract Price due after deducting therefrom all previous payments, unit price quantity adjustments, penalties, liquidated damages, and other amounts to be retained. All prior progress payments shall be subject to correction in the final payment. The final payment shall not be due and payable until the expiration of 30 days from approval of the request for final payment of Contractor by Engineer and Owner. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Owner to the Contractor when the work has been completed, the contract fully performed, and a final certificate for payment has been issued by the Engineer. Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Owner through the Engineer, (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety to final payment, and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the contract, to the extent and in such form as may be designated by the Owner. If after substantial completion of the work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of change orders affecting final completion, and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or

corrected is less than the retainage stipulated in the contract documents, and if bonds have been furnished, the written consent of the Surety of the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing payments as heretofore set forth, except that it shall not constitute a waiver of claims. The making of final payment shall constitute a waiver of all claims by the Owner except those arising from: (1) unsettled liens; (2) faulty or defective work; (3) failure of the work to comply with the requirements of the contract documents; or (4) terms of any special warranties required by the contract documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final application for payment. All provisions of this agreement, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of final payment.

1. **Submittal:** Final payment shall not be made until the Contractor has delivered and Engineer has accepted all submittals specified in Article 14.8 of the General Conditions (Document 00 72 00).
2. **Owner Released From Claims:** The payment and acceptance of the final Contract Price due and the adjustment and payment for any Work done in accordance with any alterations of the same, shall release the Owner from any and all claims of Contractor on account of Work performed under the Contract Documents or any Modification thereof, except for those claims specifically agreed to as reserved and unresolved by the Owner.

2.7 EXTRA WORK

- A. No money will be paid to the Contractor for any additions, deletions or revisions in the Work as stipulated in Article 10.1 of the General Conditions (Document 00 72 00), unless a contract Modification for such has been made in writing and validly executed by the Owner and Contractor.

2.8 CONTRACT TERMINATION

- A. The contract may be terminated due to circumstances beyond the control of the contractor under the following conditions including, but not limited to:
 1. Labor disputes;
 2. Strikes;
 3. Fire;
 4. Riot;

5. War;
6. Terrorism;
7. Acts of God;
8. Other causes beyond the control of the Contractor mutually agreed upon by both Parties.

In the event of termination of the Contract under this provision, neither party will be responsible for failure or delay in performance of the Contract and the failure or delay in performance will not result in any additional charge or costs, under the Contract to either Party. The Party seeking termination of the Contract under this provision shall provide immediate notice of termination to the other Party. In no event shall notice not be provided later than thirty (30) days of the occurrence triggering termination.

PART 3 COVENANTS

3.1 ASSIGNMENT NOT BINDING WITHOUT WRITTEN CONSENT

- A. Owner and Contractor agree no assignment of any right or interest in the Contract Documents will be made without the written consent of the Owner and the Contractor. No assignment will release or discharge the Owner or the Contractor from any duty or responsibility under the Contract Documents unless specifically stated to the contrary in any written consent to an assignment.
- B. Contractor shall make no assignment of money that is due without the Owner's written consent (except to the extent that the effect of this restriction may be limited by Law or Regulation).

3.2 BINDING TERMS

- A. The Agreement, with all its forms, plans, specifications and stipulations, shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

3.3 INDEMNIFICATION

- A. Provisions concerning indemnification are set forth in Article 6.17 of the General Conditions (Document 00 72 00) as modified by Supplemental General Conditions (Document 00 73 00).

3.4 DISPUTE RESOLUTION

A. In General:

1. Unless a decision shall be held by an appropriate court of law to have been procured by fraud or to be arbitrary and capricious or so grossly erroneous as necessarily to imply bad faith, any factual decision made under this Article shall be final and binding in any suit or action arising under this Construction Contract, including any actions by Contractor or others against Owner or any of Owner's agents, consultants, or employees.
2. Compliance with provisions of this Article shall be a condition precedent prior to any legal action by the Contractor or any of Contractor's Subcontractors and Suppliers against Owner or any of Owner's agents, consultants, or employees.
3. The provisions of this Article shall not preclude or limit judicial review of issues of law.

B. **Disputes Not Related to the Guarantee of the Work:** Any dispute arising under the Construction Contract concerning a question of fact, not related to the guarantee of the Work (Part 13 of the General Conditions (Document 00 72 00)), which is not disposed of by contract Modification shall be decided pursuant to the following procedure.

1. Any decision by Engineer interpreting the requirements of the Contract Documents may be appealed in writing to the Engineer. The Engineer's decision shall be reduced to writing and a copy shall be mailed or otherwise furnished to the Contractor. The decision of Engineer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to Engineer a written appeal to the Owner.
2. Within 15 days from the receipt of any such appeal, the City Manager shall issue a decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the City Manager shall be final and conclusive unless, within 15 days from the date of receipt of such decision, the Contractor mails or otherwise furnishes to the City a written appeal to a Dispute Committee.
3. The Dispute Committee shall consist of the Owner's Attorney, the Mayor, and an independent engineer selected by the Owner.
4. Said Committee shall have authority to investigate the appeal.

5. The decision of said Committee shall be rendered in writing within 15 days from receipt of the appeal and mailed or otherwise delivered to the Contractor.
 6. The decision of said Committee shall be the final binding interpretation of the facts which are the subject of the appeal.
- C. **Disputes Related to the Guarantee:** Except as otherwise provided by contract Modification, any dispute concerning a question of fact involving or arising out of the guarantee required by the Contract Documents (Article 13.1 of the General Conditions (Document 00 72 00)), which is not disposed of by contract Modification shall be decided pursuant to the provisions of Paragraph 3.4B above.
- D. **Work During Appeal:** Notwithstanding the pendency of any protest or appeal provided above, Contractor shall, if so ordered by Engineer, proceed with the Work under the Contract Documents according to Engineer's direction and according to the decision on any appeal. The existence of a claim or protest shall not excuse Contractor from the requirements of the Contract Documents, including, but not limited to, the Contract Time.
- E. **Appeals of Termination or Suspension:** Any decision of Owner to terminate or suspend the Work shall not be subject to the provisions of this Article.

3.5 ATTORNEY'S FEES.

- A. In the event that either party institutes any action or proceeding against the other relating to the breach of any term of this agreement, then the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of such action including reasonable attorney fees, incurred therein by the successful party.

3.6 CONTRACTOR'S REPRESENTATIONS.

The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

- A. that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

- B. that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- C. that it is authorized to do business in the State of Utah and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;
- D. that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and
- E. that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill and diligence of such a contract.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the work called for hereunder.

3.7 DOCUMENT ACCESS.

The City, the State of Utah, the Comptroller of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor, which are directly pertinent to the Project, for the purpose of making audits, examination, excerpts, and transcriptions.

3.8 CONTRACT DOCUMENTS.

Contract Documents include the *APWA Manual of Standard Specifications, 2017 Edition*, as amended by Nibley City, published by Utah LTAP Center, Utah State University, and *Manual of Standard Plans, 2017 Edition*, as amended by Nibley City, published by Utah LTAP Center, Utah State University, and those documents included in the term "Contract Documents" as defined therein.

PART 4 EXECUTION

4.1 EFFECTIVE DATE.

A. Owner and Contractor executed this Agreement and declared it in effect as of the _____ day of _____, 20__.

IN WITNESS WHEREOF, we have hereunto set our hands and seal at Nibley, Utah, on the day and year first above written:

NIBLEY CITY, OWNER

By _____
Justin Maughan, City Manager

Attest:

City Recorder

Approved as to form:

City Attorney

[Contractor]

By _____

Its _____

Attest:

By _____

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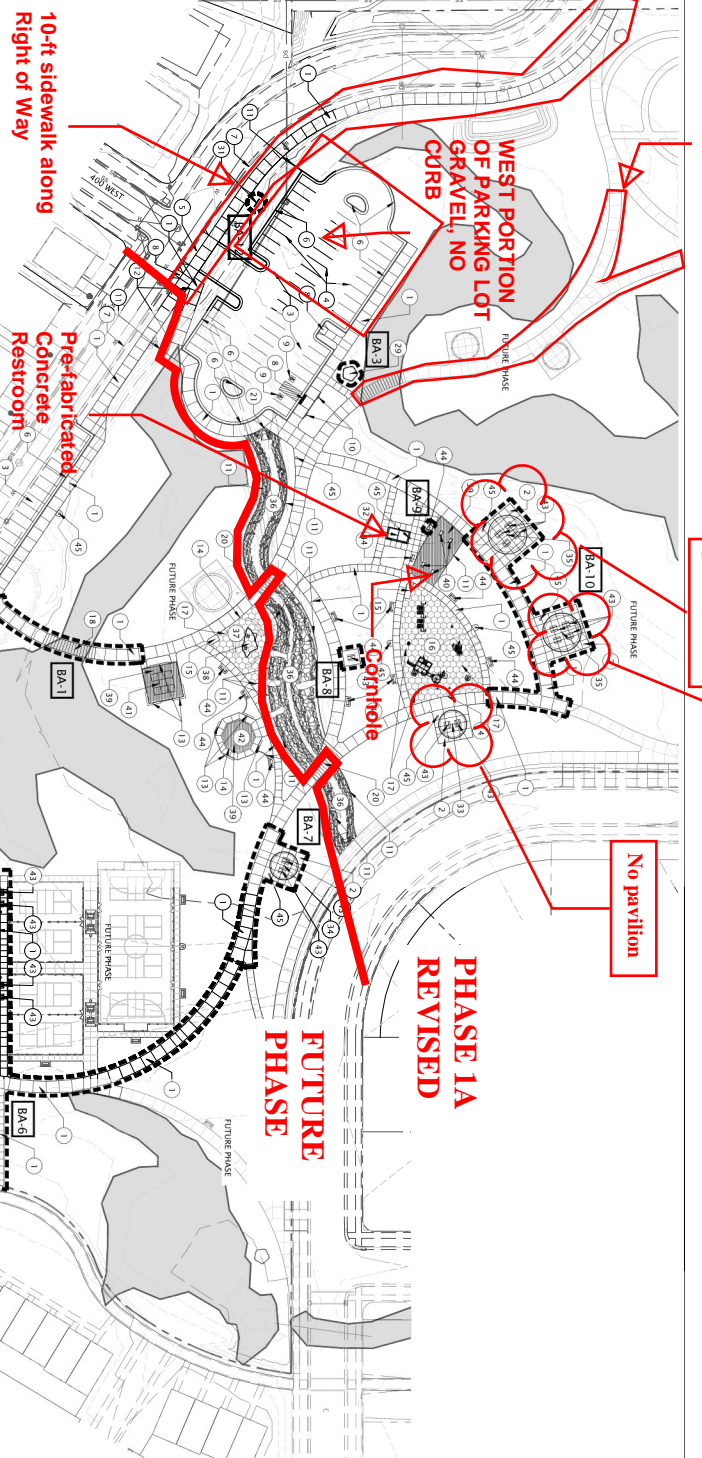
INSTALL 10- TRAIL AND BOARDWALK TO CONNECT TO PHASE 2

Two 20 x 20 Pavilions

No pavilion

PHASE 1A REVISED

FUTURE PHASE



No Bid Alternates Selected

- BID ALTERNATE SUMMARY:**
- BID ALTERNATE NO. 1 (BA-1): WETLAND BOARDWALK AND CONNECTING SIDEWALKS.
 - BID ALTERNATE NO. 2 (BA-2): OVERLOOK DECK AND ASSOCIATED BENCHES.
 - BID ALTERNATE NO. 3 (BA-3): CUSTOM SIGN NO. 1.
 - BID ALTERNATE NO. 4 (BA-4): CUSTOM SIGN NO. 2.
 - BID ALTERNATE NO. 5 (BA-5): CFT RESTROOM, 20' DIA PAVILION, AND ASSOCIATED PICNIC TABLES AND TRASH RECEPTACLE AT PICKLEBALL COURTS.
 - BID ALTERNATE NO. 6 (BA-6): CONCRETE SIDEWALK, PICKLEBALL SHADE CANOPES, AND TRASH RECEPTACLE AT PICKLEBALL COURTS.
 - BID ALTERNATE NO. 7 (BA-7): 20' DIA. PAVILION, CONCRETE SIDEWALK, ASSOCIATED PICNIC TABLES, AND TRASH RECEPTACLE.
 - BID ALTERNATE NO. 8 (BA-8): PICNIC TABLE AND ASSOCIATED CONCRETE PAD AT OPEN CHANNEL WATER FEATURE.
 - BID ALTERNATE NO. 9 (BA-9): BENCH AT CORNHOLE AREA.
 - BID ALTERNATE NO. 10 (BA-10): TWO 30' DIA. PAVILIONS, CONCRETE SIDEWALK, ASSOCIATED PICNIC TABLES, AND TRASH RECEPTACLES.
 - BID ALTERNATE NO. 11 (BA-11): ADDITIONAL CLIMBING BOULDER IN BOULDERING AREA.
 - BID ALTERNATE NO. 12 (BA-12): PARK ENTRY SIGN.
 - BID ALTERNATE NO. 13 (BA-13): PARK SIGNAGE PER OVERALL SIGN PLAN (LS102).

**Revised Scope of Work
Phase 1 Park
May 17, 2024**

BID ALTERNATE NOTES:

1. INDIVIDUAL BID ALTERNATES SHALL INCLUDE ALL WORK REQUIRED FOR A COMPLETE INSTALLATION OF THAT BID ALTERNATE INCLUDING ALL REQUIRED PERMITS AND APPROVALS.
2. PROVIDING UTILITY SERVICE TO THE VICINITY OF A BID ALTERNATE FOR FUTURE CONNECTION SHALL BE PROVIDED IN THE BASE BID. FOR EXAMPLE, WATER AND SEWER CONNECTIONS TO THE BASE BID AND NOT PART OF THAT BID ALTERNATE. SIMILARLY, POWER STUBS/CONDUIT FOR LIGHTING ASSOCIATED WITH PAVILIONS THAT ARE BID ALTERNATES SHALL BE PART OF THE BASE BID, WHEREAS THE ACTUAL LIGHTING FOR THOSE PAVILIONS SHALL BE COVERED IN THE BID ALTERNATE.

LEGEND

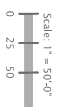
- PROPERTY BOUNDARY
- - - - - BID ALTERNATE LIMIT LINE
- ▨ EXISTING WETLAND

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	DETAIL
1	CONCRETE SIDEWALK/PAVA	1/LS301
2	CONCRETE PAVILION PAD	1/LS301
3	ASPHALT PARKING - SEE CIVIL DRAWINGS	
4	PARKING LOT STRIPING - SEE CIVIL DRAWINGS	
5	DRIVE APPROACH - SEE CIVIL DRAWINGS	
6	CURB AND GUTTER - SEE CIVIL DRAWINGS	
7	DISTINCT CURB AND GUTTER TO REMAIN	
8	ADA RAMP - SEE CIVIL DRAWINGS	
9	ADA PARKING STALLS - SEE CIVIL DRAWINGS	
10	ADA PARKING SIGNS - SEE CIVIL DRAWINGS	
11	CONCRETE STAIRS	2/LS301
12	CONCRETE STAIRS	3/LS301
13	UMEDA STONE SITTING WALL	4/LS301
14	THICKENED CONCRETE DOOR	5/LS301
15	ADA PLAYGROUND RAMP	6/LS301
16	PLAYGROUND - SEE LS403	7/LS301
17	ENGINEERED WOOD FIBER	
18	WETLAND BOARDWALK	9/LS301
19	OVERLOOK DECK	9/LS301
20	FEDERSTHAIN BRIDGE	9/LS301
21	3 RAIL FENCE	1/LS302
22	PICKLEBALL COURT - SEE ENFORCEMENTS 1-2, LS402	
23	PICKLEBALL COURT STRIPING	2/LS302
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27	PICKLEBALL NET/LAND POSTS	5/LS302
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SYMBOL

SYMBOL	DESCRIPTION	DETAIL
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▨	FLACKSTONE	7/LS304
▨	ARTIFICIAL TIBET	10/LS302



CONSTRUCTION DOCUMENTS

blu line design
4400 Harrison Boulevard
Salt Lake City, UT 84143
907.467.2373

RIDGELINE PARK | PHASE 1
401 W WEST ROPELATO DRIVE
NIBLEY, UT 84321

blu

DATE: 05/17/2024
DRAWN BY: [Signature]
CHECKED BY: [Signature]
DESIGNED BY: [Signature]
PROJECT: RIDGELINE PARK PHASE 1
SHEET: LS101

SCALE: 1" = 50'-0"

PROJECT: RIDGELINE PARK PHASE 1
SHEET: LS101

DATE: 05/17/2024
DRAWN BY: [Signature]
CHECKED BY: [Signature]
DESIGNED BY: [Signature]
PROJECT: RIDGELINE PARK PHASE 1
SHEET: LS101

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NIBLEY CITY

Ridgeline Park | Phase 1

December 18, 2023



Prepared By:

NIBLEY CITY
455 WEST 3200 SOUTH
NIBLEY, UTAH 84321

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Ridgeline Park | Phase 1***

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Ridgeline Park | Phase 1***

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END OF LIST OF DRAWINGS

DOCUMENT 00 11 16 INVITATION TO BID

PART 1 GENERAL

1.1 CONSTRUCTION CONTRACT

- A. Bidders are invited to bid on the Construction Contract known as ***Ridgeline Park | Phase 1***
- B. The location of the work is in Nibley City, between W 2600 S to the north and West 3200 S to the south, and between Main Street to the east and the Nibley City Hall to the west, at the following site:
401 West Ropelato Drive, Nibley, UT 84321
- C. The work to be performed consists of furnishing, providing, and installing the facilities, equipment, services, and appurtenances thereto as included in the Contract Documents. The Work, shown as Phases 1, generally includes, but is not limited to:

Constructing an approximate 7.7 acre city open space including a restroom building, a naturalized water feature, small pavilions and medium sized pavilions, nine square, cornhole, a gaga pit, pickleball courts, stone seat walls, a playground, a bouldering wall and area, site furnishings, sidewalks, site lighting, water lines, grading and drainage, sewer lines, gas line, landscaping, and irrigation.
- D. All work shown as Future Phase will be bid and constructed at a future time and is not considered a part of this contract.
- E. Meet all specific requirements of the plans and instructions included in this document.
- F. For information about the award of this Construction Contract, contact ***Mr. Tom Dickinson, Nibley City Engineer, 455 W 3200 S, Nibley, UT 84321. Phone: (435) 757-9848. Email: td@nibleycity.com.***

1.2 CONSTRUCTION CONTRACTOR QUALIFICATION

- A. Nibley City will only consider bids for award of this park contract from contractors who have performed the construction work on five similar projects since the year 2017.
- B. Those references or contact information for each of those project owners shall be included in the bid.

1.3 BID LOCATION AND OPENING

- A. Bids for the construction of the Nibley City [OWNER], **Ridgeline Park | Phase 1** will be electronically submitted via email to Tom Dickinson, td@nibleycity.com **until 5:00 PM** local standard time, on **January 29, 2024**. Bids received after said date and time will not be accepted.
- B. The bidder shall indicate the Construction Contract title, the name and address of the Bidder, and the date and time of Bid opening and the Bidder's return mailing address.

1.4 BID SECURITY

- A. Bid security in the amount of 5% (five percent) of the Bid must accompany each Bid in accordance with the Instructions to Bidders. Bid Security will be returned to each unsuccessful Bidder after tabulation and award of the Construction Contract.

1.5 CONTRACT TIME

- A. ***The Work will be substantially Completed and ready for operation before October 1, 2024.***

1.6 EXAMINATION AND PROCUREMENT OF DOCUMENTS

- A. Complete sets of Contract Documents may be examined and obtained from the OWNER at the City's website: <https://nibleycity.com/public-works/> beginning **4:00 PM on December 19, 2023**. The project will also be advertised online at the Utah Public Procurement Place Website (SciQuest).
- B. All questions shall be submitted in writing or via e-mail to Tom Dickinson, td@nibleycity.com. Deadline for questions is **1:00 PM on January 19th, 2024**.

1.7 RIGHT TO REJECT BIDS

- A. The OWNER reserves the right to reject any or all bids or to waive any informality or technicality in any bid if deemed to be in the best interest of the OWNER.

1.8 VALIDITY PERIOD FOR BIDS

- A. Bids shall remain valid for 30 days after the day of Bid opening. Bidders who withdraw their bid after Bid opening, but before expiration of said period, shall forfeit their bid security if Notice of Intent to Award to the successful Bidder is made by OWNER.

1.9 BASIS OF BIDS

- A. Bids shall be on a unit price/lump-sum basis. Unsealed or segregated Bids will not be accepted.

1.10 PRE-BID CONFERENCE

- A. ***Nibley City will be holding a mandatory Pre-Bid Meeting on Thursday, January 4, 2024 at 10:00 AM. This meeting will be held at Nibley City Hall with a site visit immediately following.***

1.11 GOVERNING LAWS AND REGULATIONS

- A. All work shall conform to the requirements of the Construction Specifications and Drawings, Contract Documents, Nibley City Standards, Utah Chapter APWA 2017 edition as amended by Nibley City, Federal, State, and Local Permit requirements, and easement of use of property agreement or conditions. In case of conflict, the Contractor shall notify the Engineer for clarification and directions on which requirement to follow.
- B. This project is partially funded with LWCF grant funds. Specific requirements associated with this funding include:
1. "Equal Opportunity Clause", in compliance with Executive Order 11246, as amended by Executive Order 11375, and as supplemented by Department of Labor regulations (41 CFR Part 60).
 2. Americans with Disabilities Act (ADA). All work on this project requires that ADA standards are met. This project has been designed to meet ADA standards.
 3. Compliance with applicable environmental laws including but not limited to the Clean Water Act of 1970, the Federal Pollution Control Act, Executive Order 11738, Environment Protection Agency regulations, and other applicable environmental laws.
- C. Bidders on this Work will be subject to the applicable provisions of all federal rules, laws and regulations or orders.
1. Contractor is responsible for compliance with Section 70914 of the Bipartisan Infrastructure Law (Build America, Buy American) P.L. 117-58. Contractor is responsible for compliance with the OWCF Act, LWCF grant requirements, Department of Interior Standard Award Terms and Conditions effective December 2, 1029 – revised June 19, 2020 (except the provision related to the Davis-Bacon Act Section VII) and the provisions, policies, and procedures contained in Volume 71 of the Land and Water Conservation Fund State Assistance Program Federal Financial Assistance Manual, which became effective on March 11, 2021 ("The LWCF Manual"). The LWCF Manual is applicable to the Project Sponsor's implementation of, and continued maintenance of, the Project. Local Sponsor should carefully read and understand the LWCF Manual, which is hereby incorporated into this Project Agreement by reference. Local Sponsor is responsible for compliance with Section 70914.

First
Publication: _____

Second
Publication: _____

END OF DOCUMENT

DOCUMENT 00 21 13 INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 DESCRIPTION OF THE WORK

- A. The Work to be performed consists of furnishing and installing the equipment, facilities, services, and appurtenances thereto as included in the Contract Documents. A general description of the Work is set forth in the Invitation to Bid (Document 00 11 16).
- B. General Conditions: as published in Document 00 72 00 in the Manual of Standard Specifications by the Utah Chapter of the American Public Works Association 2017 Edition as amended by Nibley City.

1.2 COPIES OF BID DOCUMENTS

- A. Bidders must use complete sets of Bid Documents in preparing Bids. OWNER maintains a complete set on file at the address set forth in the Invitation to Bid, and bidders may review the file copy upon request during regular business hours. Bidders are solely responsible for verifying whether their sets of Bid Documents are complete.
- B. Bid Documents are made available to bidders only for the purpose of obtaining Bids on the Work. No license or grant for any other use is given.
- C. Bidding Document copyrights shall remain with either the OWNER or ENGINEER.
- D. All provisions of the Manual of Standard Specifications, 2017 Edition, as amended by Nibley City, published by the Utah Chapter of the American Public Works Association that are applicable to the Work are hereby made a part of the Contract Documents by reference. The publications may be purchased separately from the Utah LTAP Center, Utah State University 4111 Old Main Hill, Logan UT 84322-4111.
- E. The LWCF Manual is applicable to the implementation of, and continued maintenance of, the project and is hereby incorporated into the Contract Documents by reference.

1.3 PRE-BID CONFERENCE

- A. If a pre-bid conference is held, the time, place and nature of the conference will be stated in the Invitation to Bid. Representatives of OWNER and

ENGINEER will be present to discuss the Project. The OWNER shall not be bound by any statements, representations, conclusions, or assumptions made by any party, whether oral or written, except for written statements that are issued in an Addendum by the ENGINEER to all prospective bidders.

1.4 PHYSICAL CONDITIONS

- A. **In General:** Prior to submitting a Bid, each Bidder is responsible to review all available explorations, tests and data concerning surface conditions, subsurface conditions, and Underground Facilities at or contiguous to the site, or otherwise, which may affect cost, progress, performance or furnishing of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- B. **Surface and Subsurface Conditions:** Provisions concerning surface and subsurface conditions, if any, are set forth in a document titled Geotechnical Data (Document 00 31 32). The document provides the identification of:
1. Those reports of explorations and tests of subsurface conditions at the site which have been utilized in preparing the Contract Documents; and
 2. Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site which have been utilized in preparing the Contract Documents.
- C. **Underground Facilities:** Information and data indicated in the Contract Documents regarding Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities. The OWNER does not assume responsibility for the accuracy or completeness thereof other than as provided in paragraph 4.3A.2 of the General Conditions or unless expressly provided in the Supplemental General Conditions (Document 00 73 00).
- D. **Additional Explorations and Tests:** If feasible as determined by OWNER, the OWNER will provide each Bidder access to the site to conduct any explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall obtain permits, fill all holes, clean up and restore the site to its former condition upon completion of such explorations. By requesting such an exploration or test, Bidder agrees to release, indemnify, defend, and save the OWNER harmless from all costs damages and liabilities an any kind whatsoever, including reasonable attorneys' fees, that may arise in connection with or as a result of the performance of such explorations or tests.

1.5 COMPENSATION AND QUANTITIES

- A. **In General:** The bid price for any lump sum or unit price contract includes all labor, materials, and incidental work to fully complete the Work in a satisfactory manner under the terms of the Contract Documents. Bidders are responsible to inform themselves of the character of the Work to be performed.
- B. **Lump Sum Work:** If the Work is to be paid for on a lump sum basis, the lump sum will be the only sum paid.
- C. **Unit Price Work:** If any portion of the Work is to be paid for on a unit price basis, payment will cover only work actually performed and materials actually supplied at the unit prices bid and on the terms set forth in the Contract Documents, irrespective of any quantity approximations in the Bid Documents. Any quantity approximations in the Bid Documents are stated as a basis for determining bids, and they do not fix the amount of Work to be done or materials to be furnished. Stated quantities are estimates for the purpose of doing the class of work required. Actual quantities will vary. The OWNER may deviate in either direction from any indicated quantities. The Bidder shall have no claim for any variation in quantity, except to the extent permitted in the General Conditions.

1.6 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- A. **In General:** The OWNER shall not be bound by any statements, representations, conclusions, or assumptions made by any party, whether oral or written, except for written statements that are issued in an Addendum.
- B. **Access:** The Contract Documents designate the site for performance of the Work. Bidder is responsible to investigate the site and understand all access requirements. All additional off site lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Bidder.
- C. **Bidder's Obligations:** In addition to Bidder's other responsibilities and obligations in connection with submitting a Bid, it is the responsibility of the Bidder before submitting a Bid, to:
 - 1. Examine the Contract Documents thoroughly;
 - 2. Visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work;

3. Investigate all applicable construction and labor conditions, quantities, and the character of the Work as they affect cost, progress, performance, or furnishing of the Work;
4. Consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
5. Study and carefully correlate Bidder's observations with the Contract Documents;
6. Attend any pre-bid conference, which shall be mandatory if so designated in the Invitation to Bid;
7. Review all available explorations and data concerning surface and subsurface conditions as set forth in Section 1.4 above; and
8. Identify and notify ENGINEER in writing in the manner set forth in article 2.1 below of all specific conflicts, omissions, errors, or discrepancies in the Contract Documents, or if Bidder doubts their meanings.

The failure or omission of any Bidder to take any of the foregoing actions shall not in any way relieve Bidder of its Bid, or its obligation to furnish all material, equipment, labor and services necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in its Bid. Submission of a Bid shall constitute prima facie evidence of compliance with these instructions.

- D. **Deviations from the Terms of the Contract Documents:** OWNER will not accept any deviations whatsoever from the printed terms of the Agreement and the Contract Documents, except by Addendum or Change Order.

1.7 EFFECT OF SUBMITTING A BID

- A. Bidders are responsible to carefully examine the Contract Documents, visit the site, and fully inform themselves so as to include in the Bid a sum to cover the cost of all items. Bidder's failure or omission to receive or examine any form, instrument, addendum or other document, visit the site and become acquainted with existing conditions, or attend any pre-Bid Conference, shall in no way relieve Bidder from any obligations with respect to Bidder's Bid or the Construction Contract.
- B. By submitting a Bid, Bidder represents that Bidder has complied with all requirements of the Bid Documents; that the Bid is premised on properly performing and furnishing the Work required by the Contract Documents within the times specified; that the Bidder is informed of the conditions to

be encountered and the character, quality and quantities of the Work; and that the Bidder believes the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- C. Submission of a Bid constitutes a promise that the Bidder will enter the Contract Documents in the form presented in the Contract Documents. Bidders should carefully examine all Contract Documents, including the required Bonds and insurance to be provided by the Bidder.
1. The Performance Bond is a guarantee of faithful performance of the requirements of the Contract Documents, including all applicable warranties. The Payment Bond is a guarantee of payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided in the Construction Documents.
 2. The sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the Work in the event that Contract Modifications, Change Orders or Addenda increase or decrease the total contract price. The sum of each bond shall be in an amount equal to the completed contract price at the completion of the Work.
 3. OWNER does not provide any release of Performance Bonds or Payment Bonds. The bonds are in effect throughout all periods during which a suit may be brought under the provisions of applicable law.
- D. By submitting a Bid, Bidder represents that the matters stated therein are true and correct.

PART 2 BIDDING PROCEDURES

2.1 INTERPRETATIONS AND ADDENDA

- A. All requests for interpretation of the Contract Documents shall be made in writing and delivered to the OWNER or ENGINEER no later than seven (7) calendar days prior to opening of Bids. In the OWNER's or ENGINEER's discretion, OWNER or ENGINEER will send the written interpretation to all persons receiving a set of Bid Documents in the form of an Addendum. If the OWNER or ENGINEER does not respond to a Bidder's request for interpretation the Bidder shall comply with the intent and terms of the Contract Documents.

- B. No oral interpretations shall be made to any Bidder. The OWNER shall not be responsible for or bound by any statements, interpretations, explanations, representations, conclusions or assumptions made by any party, whether oral or written, except for written statements that are issued in an Addendum by the ENGINEER to all prospective bidders.
- C. Each statement made in an Addendum is part of the Contract Documents at the location designated in the Addendum. A statement issued in an Addendum shall have the effect of modifying a portion of the Bid Documents when the statement in the Addendum specifies a particular section, paragraph or text and states that it is to be so modified. Only the specified section, paragraph or text shall be so modified, and all other portions of the Bid Documents shall remain in effect.
- D. Bidders shall acknowledge receipt of all Addenda in the space provided on the Bid Form.
- E. Except to postpone the Bid opening, no Addenda shall be issued within 48 hours of the Bid opening.

2.2 EQUIPMENT AND MATERIAL OPTIONS PRIOR TO BID OPENING

- A. If a Bidder or Supplier wishes to supply a product other than that identified in the Contract Documents, said Bidder or Supplier shall submit a written request for approval to the OWNER or ENGINEER at least ten (10) calendar days prior to the date set for opening of bids.
- B. The procedure for submission of any such product option shall be as set forth in Article 6.4 of the General Conditions. It is the sole responsibility of the Bidder or Supplier to submit complete descriptive and technical information so that OWNER or ENGINEER can make a proper appraisal.
- C. OWNER or ENGINEER's failure to act upon such a request within five (5) days after receipt shall be deemed a denial thereof.
- D. Any such approval is at the sole discretion of the OWNER or ENGINEER and will be in the form of an Addendum issued to all Bidder's holding Bid Documents indicating that the additional equipment or materials are approved as equal to those specified for the Project.
- E. The Construction Contract, if awarded, will be on the basis of materials and equipment specified in the Drawings and Specifications and any changes permitted in any Addenda.

2.3 BID SECURITY

- A. **Amount of Bid Security:** A Bid Security must accompany each Bid. The total amount of the Bid on which Bid security is to be based shall be the sum of all items of the Bid constituting the maximum amount of the possible award to the Bidder. The Bid Security amount must equal at least five (5) percent of the total amount of the Bid.
- B. **Form of Bid Security:** The Bid Security may be in the form of a certified check, cashier's check, cash, or Bid Bond. No other form of Bid Security will be accepted. A Bid Bond must be issued by a licensed Utah agency on behalf of a surety company licensed to do business in the State of Utah. A cashier's check must be drawn on a bank doing business in the State of Utah and made payable to OWNER. If a cashier's check is used in lieu of a Bid Bond, or if the Bid Bond does not specifically so provide, a certificate from an approved surety company guaranteeing execution of performance and payment bonds in the full amount of the bid must accompany the bid.
- C. **Purpose of Submission.** By submitting a Bid Bond Bidder assures OWNER it will take all steps necessary to properly execute the Contract Documents.
- D. **Return of Bid Security:** OWNER will return Bid securities to Bidder within seven (7) days after award of the Construction Contract. Bid Bonds and cashier's checks of all Bidders will be held until the Construction Contract is awarded or all bids have been rejected. The liability of OWNER in regards to the checks shall be limited only to the return of the checks.
- E. **Default:** In the event of failure or refusal of the Bidder to timely provide subcontractors and suppliers reports as provided herein or to enter into the Construction Contract and the delivery to the OWNER a Performance Bond, Payment Bond and any other Bonds or documents required by the Contract Documents after Notice of Award by the OWNER, the Bidder forfeits the sum of the Bid Bond or cashier's check as liquidated damages to the OWNER.

2.4 COMPLETING BID DOCUMENTS

- A. The General Conditions identify all forms comprising the Bid Documents. Additional copies may be obtained from the OWNER or ENGINEER. The Bidder shall make no stipulations or alterations on the Bid forms. The Bidder must use and execute only the Bid Form and Bid Schedules provided in the Contract Documents. The Bidder shall complete and submit the separate, unbound Bid Form, Document 00 41 43 and the Bid Bond, Document 00 43 13 provided.

- B. The Bidder must fill in all items in the Bid Form in ink or by typewriter. If applicable, furnish both the unit and total costs for each item. The total Bid price is the full price for the performance of all Work under the Contract Documents. Bidder shall initial in ink any corrections, interlineations, alterations, or erasures made by the Bidder on Bidder's entries in the Bid Documents.
- C. Any work or material which is specified in the Contract Documents or which is necessary because of the nature of the Work, but which is not listed separately in the Bid Schedule shall not be measured or paid for separately. The cost of such work or material shall be considered as included in the Contract Price.
- D. Bids by corporations must be executed in the corporate name by a corporate officer authorized to sign, and must be properly attested to as an official act of the corporation. At the OWNER's request, authority to sign shall be submitted.
- E. Bids by partnerships, joint ventures, or limited liability companies must be executed in the partnership, joint venture, or limited liability company name and signed by a partner, joint venturer, or manager whose title and official address must be shown. If a partnership, joint venture, or limited liability company is the low bidder, the partnership, joint venture, or limited liability company must also submit evidence to the OWNER of the responsibility of the partnership, joint venture, or limited liability company as a bidder in the manner directed by the ENGINEER.
- F. Where the Bidder is wholly owned subsidiary of another company, the Bid must so state, and the owner or parent corporation also must agree to sign and be bound with the Bidder.
- G. All names must be typed or printed under or near the signature. Signatures shall be in longhand.
- H. The Bid shall contain an acknowledgment of receipt of all Addenda. The Addenda numbers must be filled in on the Bid Form.
- I. The Bidder's address, telephone number, and facsimile number for communications regarding the Bid must be shown on the first page of the Bid Form.
- J. The divisions and sections of the specifications, and the identifications of any Drawings, shall not control Bidder in dividing the Work among subcontractors or suppliers, or delineating the Work to be performed by any specific trade.

- K. The base Bid and alternates shall include all Work required to be performed by the Contract Documents.

2.5 CONFLICT OF INTEREST, SUBCONTRACTORS

- A. Conflict of interest pertaining to Subcontractors is described in paragraph 6.5H of the General Conditions.
- B. Bidder shall not subcontract more than 50 percent of the dollar value of the total contemplated Work (exclusive of the supply of materials and equipment to be incorporated in the Work) without OWNER's prior written approval.

2.6 SUBMISSION OF BIDS

- A. Bids shall be submitted at the time and place indicated in the Invitation to Bid and should be enclosed in a sealed envelope, marked with the Construction Contract name and number, the name and address of the Bidder, and the date and the opening time for Bids. If the Bid is sent through the mail or other delivery system the sealed envelope should be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. It is the sole responsibility of the Bidder to deliver the Bid before the scheduled time. Bids received after due date and time will not be accepted.
- B. Bidder will make no recapitulations, stipulations, alterations, alternate submissions, or modifications in any manner to any of the Contract Documents.
- C. Bidder must submit a Bid by completing all of the Bid Form documents, which are:
 - 1. The Bid portion of the Bid Form which is included in these Contract Documents, which shall be in the form of a lump sum, or in the form of unit pricing pursuant to the Bid Schedule, as called for in the Bid Form.
 - 2. The Bid Security.
- D. Alternate bids, other than those called for in the Bid Form, will not be considered.
- E. No oral, telegraphic, telephonic, facsimile or modified bids will be considered.

2.7 MODIFICATION AND WITHDRAWAL OF BIDS

- A. At any time prior to the opening of Bids, Bids may be modified or withdrawn if a written notice of modification or withdrawal is signed by Bidder and delivered to the place where Bids are to be submitted. Bid Security will be returned upon proper withdrawal of a Bid prior to the time for Bid opening.
- B. Within 24 hours after Bids are opened, any Bidder may file written notice with OWNER that there was a substantial mistake made in the preparation of its Bid. Bidder must thereafter promptly demonstrate Bidder's mistake. The OWNER has sole discretion to determine whether to permit any modification or withdrawal or the return of any Bid Security.
- C. When it appears a mistake has been made, or when the OWNER desires an assurance of any matter, the OWNER may request a Bidder to confirm the Bid in writing.

2.9 BIDS SUBJECT TO ACCEPTANCE FOR 30 DAYS

- A. All bids remain subject to acceptance for 30 days after the day of the Bid opening. OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

PART 3 EVALUATION AND AWARD

3.1 SUBMITTALS REQUIRED FOR EVALUATION

- A. After Bid opening, the Bidder, whose Bid is under consideration, must submit the following at the times specified:
 - 1. **Bidder Status Report:** Document 00 45 43. The Bidder shall submit this form within 24 hours of Notice of Award.
 - 2. **Subcontractor and Supplier Report:** Document 00 45 13. The Bidder shall submit this report form within 24 hours of Notice of Award, or sooner if requested by ENGINEER.

3.2 EVALUATION OF BIDDER'S QUALIFICATIONS

- A. Within seven (7) calendar days of OWNER's or ENGINEER's request, a Bidder, whose Bid is under consideration for award shall submit to the OWNER or ENGINEER the following information for the Bidder. OWNER or ENGINEER may request like information on Bidder's Subcontractors, Bidder's Suppliers or any other information the OWNER or ENGINEER may require.

1. A current financial statement for the Work (as provided to bonding company);
 2. A chronological list of "in progress" and "completed" construction work done by Bidder during the last 3 years; including project name, address, owner, contract name, and current telephone number;
 3. Present construction commitments other than items listed in paragraph 2 above;
 4. Proposed organizational structure such as firm ownership, project manager, progress scheduler, and superintendent for the Work of this Project;
 5. Owned and rented equipment which is to be used to do the Work;
 6. Investigations, arbitration, litigation or claims which are pending, threatened, settled or otherwise disposed of within the last three (3) years;
 7. Evidence of ability to perform and complete the Work in a manner and within the time limit specified. As a minimum, identify specific experience on projects similar to the Work in physical size, cost, and commercial nature. If the work experiences of the project manager and superintendent designated to construct this project are different than that of the company, provide resumes of their work history. Include their actual project titles and indicate their actual responsibilities on each given project;
 8. All matters consistent with federal, state and local Laws and Regulations; and
 9. Such other data as may be called by the OWNER or ENGINEER.
- B. If Bidder believes any information should be held confidential for business reasons, Bidder must submit a written claim of business confidentiality for that particular information and include a specific statement of the reasons supporting the claim pursuant to Utah Code Ann. § 63-2-101, *et seq.*
- C. Untimely response or failure to provide the requested information by Bidder will release OWNER of any obligation to further consider the Bidder's Bid.

3.3 EVALUATION OF BIDS

- A. OWNER reserves the right to reject any and all Bids or any part thereof; to award, any, all, or any number of Bid Schedule(s); to waive any informalities

in the Bid Schedule(s) and elsewhere; to negotiate and agree to contract terms with the successful Bidder; to disregard nonconforming, nonresponsive, unbalanced or conditional Bids; and to withhold the award for any reason deemed in the best interests of the OWNER, as solely determined by OWNER.

- B. OWNER reserves the right to reject any Bid if OWNER believes that it would not be in the best interest of the Project or the OWNER. Without limitation, such rejection may be because the Bid is not responsive, or the Bidder is unqualified or of doubtful ability or the Bid or Bidder fails to meet any other pertinent standard or criteria established by OWNER, as solely determined by OWNER.
- C. If the OWNER intends to make an award to a Bidder, a Notice of Award will be issued.
- D. OWNER may consider all information which OWNER believes is relevant when evaluating a Bid, including, without limitation:
 - 1. The qualifications and experience of the Bidder and of the Subcontractors, Suppliers, and other persons and organizations proposed (whether or not the Bid otherwise complies with the prescribed requirements).
 - 2. Such alternates, unit prices and other data, as may be requested in the Bid Form, Bid Schedule, or written requests issued prior to OWNER's Notice of Award the Construction Contract.
 - 3. Operating costs, maintenance requirements, performance data, and guarantees of ability to provide the required materials and equipment.
 - 4. Corporate organization and capacity for any party.
 - 5. Ability to perform and complete the Work in the manner and within the time specified.
 - 6. Pending litigation.
 - 7. The amount of the Bid.
 - 8. Proper licensing to do the Work in compliance with licensing laws of the State of Utah for contractors and subcontractors.
 - 9. All other relevant matters, consistent with OWNER's procurement code and administrative rules, OWNER's ordinances and program policies.

- F. To establish qualifications of Bidder, OWNER may request such data indicated in the Bid Documents, conduct such investigations as OWNER deems appropriate, and consider any other information (whether obtained from the Bid, the Bidder, or any other source).
- G. If the Construction Contract is to be awarded, it will be awarded to the most responsive, qualified, and responsible Bidder as determined by the OWNER. Alternates may be accepted depending upon availability of OWNER's funds and as determined by the OWNER. Accepted alternates will be considered in determining the most responsive, qualified, and responsible Bidder.
- H. Bid Schedules will be evaluated as follows:
 - 1. Discrepancies in the multiplication of quantities of Work items and unit prices will be resolved in favor of the unit prices. OWNER may correct Bid Schedule calculation errors accordingly.
 - 2. Prices written out in words shall govern over prices written out in numbers.
 - 3. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
 - 4. Bids shall not contain any recapitulations of or changes in the work to be done.
- I. The OWNER, in the OWNER's sole discretion, shall make determinations as to disqualification of Bidders or rejection of Bids. Such matters may include, without limitation, submission of more than one Bid by the Bidder (whether under the same or different names); evidence of collusion among Bidders; other commitments of Bidder which, in the OWNER's sole judgment, might hinder the Work; previous defaults, Bid irregularities when not waived in the best interests of the OWNER, delays or poor performance by Bidder on any project; official action against Bidder; and any other cause which, in the OWNER's sole discretion and judgment, is sufficient to justify disqualification of a Bidder or rejection of a Bid.

3.4 **ADJUSTMENTS TO THE COST OF THE WORK AFTER OPENING OF BIDS**

- A. The Contract Price identified in the Agreement represents the cost of the work which is to be paid by the OWNER to the CONTRACTOR.

- B. Adjustments to the Contract Price which are agreed to between the OWNER and the successful Bidder shall be effected by signing an Agreement Supplement.

3.5 SUBSTITUTIONS

- A. The Construction Contract, if awarded, will be on the basis of materials and equipment described in the Drawings, Specifications and any Addenda.
- B. After the Effective Date of the Construction Contract, the procedure for submitting an application for substitution is set forth in Article 6.4 of the General Conditions.

3.6 SUBMITTALS REQUIRED FOR AWARD OF CONTRACT

- A. The OWNER's requirements as to performance and payment Bonds are as set forth in the Supplemental General Conditions (Document 00 73 00). Specific requirements are set forth in the Performance Bond (Document 00 61 13.13) and the Payment Bond (Document 00 61 13.16).
 - 1. The form of the Bonds should be carefully examined by the Bidder.
 - 2. When the successful Bidder delivers the executed Construction Contract to OWNER, it must be accompanied by the required Performance and Payment Bonds.
- B. When a determination has been made to award the Construction Contract, Bidder is required, prior to the award or after the award, or both, to furnish such other information as the ENGINEER requests.

3.7 SIGNING OF AGREEMENT

- A. Within 10 working days after OWNER gives Notice of Award the Construction Contract to the successful Bidder, the Bidder shall pick up, sign and return to OWNER, the required number of copies of the Construction Contract, bonds and insurance. A minimum of two (2) originals will be signed and returned to the OWNER. One executed original will be returned to the Bidder. Bidder shall comply with all execution requirements.
- B. All of Bidder's executions and submittals must be delivered to the OWNER before OWNER will execute the Construction Contract. The Construction Contract will not be deemed awarded and shall not be binding on the OWNER until it has been approved and executed by the OWNER, and a fully executed copy is formally delivered to the CONTRACTOR. The OWNER reserves the right to rescind its Notice of Award without liability, except for the return of Bidder's Bid Security, at any time before the

Construction Contract has been fully executed by all parties and delivered to the CONTRACTOR.

- C. Transfers, delegations or assignments of interests in the Contract Documents are prohibited, unless prior written authorization is received from the OWNER.
- F. At the time of Bidding, and the signing of the Agreement, and at all times during the Work, Bidder shall be properly licensed to do the Work and shall be in compliance with the license laws of the State of Utah, and Herriman City. The Bidder shall also require all Subcontractors to do the same.
- G. If a Bidder fails to fully and properly execute the Construction Contract and provide all submittals required therewith within ten (10) days after the date of the Notice of Award, the OWNER may elect to rescind the Notice of Award, and the OWNER shall be entitled to the full amount of Bidder's Bid Security, not as a penalty, but in liquidation of and compensation for damages sustained. In the OWNER's sole discretion, a Notice of Award may then be provided to another bidder whose Bid is most advantageous to the OWNER, price and other factors considered.

END OF DOCUMENT



civilsolutionsgroupinc.

GEOTECHNICAL ENGINEERING INVESTIGATION

Ridgeline Park Geotechnical Investigation

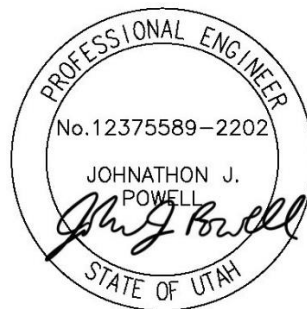
Prepared For:

Blu Line Designs
Attn: Rob Donigan
8719 S Sandy Parkway
Sandy, UT 84070

Prepared By:

Civil Solutions Group, Inc.
John Powell, P.E.
Aaron Mackliet, Geotechnical Technician
498 West 100 South
Providence, Utah 84332

Original Submittal: April 18, 2023
Job Number: 22-270



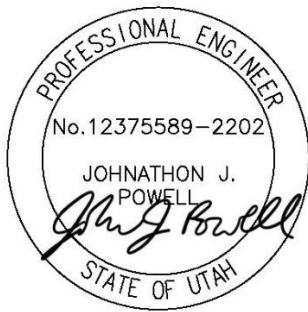
RE: Ridgeline Park Geotechnical Investigation

Dear Mr. Donigan,

Per your request this geotechnical engineering investigation is submitted for the subject property located approximately at 52965 S Ropelato Drive in Nibley, UT. This report contains the findings of the field investigation and the analysis conducted by Civil Solutions Group (CSG). This report also contains recommendations pertaining to construction and design of earth related portions of this project.

CSG completed the field investigation on January 6, 2023, February 3, 2023, and March 20, 2023 at which time nine test pits were excavated, examined, and recorded in detail. The test pit locations were selected based upon the proposed location of the building footprint and other site features. CSG recommends the site is suitable for proposed construction within the parameters defined within this report. Thank you for the opportunity to provide these services to you.

Sincerely,



John Powell, P.E.
Civil Solutions Group, Inc.

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Executive Summary

A geotechnical study was performed for the subject property at 52965 S Ropelato Drive in Nibley, UT. Our scope of services included excavating nine test pits designated TP-1 to TP-9. The test pits were excavated with a backhoe and mini-excavator and advanced to a maximum depth of 7.5-feet below existing site grade. All field work was contained in the proposed development area and was completed on January 6, 2023, February 3, 2023, and March 20, 2023.

The findings and recommendations generated from this exploration are summarized below:

- Onsite Soil – The site is composed mostly of poorly graded sandy gravel, silty sand, and low plasticity clay. Layers of low plasticity silt were encountered during the field investigation. Groundwater was encountered at 2.5-feet below existing grade.
- Foundations - The planned structure should be supported entirely on continuous spread footings or spot footings. The recommended bearing capacity of in-situ soil is 1,500 pounds per square foot.
- Seismic Considerations - The 2018 International Building Code Seismic Design Category for this site is Category D (Risk Category II), with a soil site class of E.
- Pavement - Minimum pavement sections are as follows:

Section	Recommended Pavement Sections (Inches)				
	Asphalt Concrete	Portland Cement Concrete	Untreated Base Course	Granular Borrow	Total
Automobile Parking	3.0	-	8.0	-	11.0
Dumpster Pads	-	5.0	6.0	-	11.0
	-	6.0	6.0	-	12.0

This summary should be used in conjunction with the entire report for design purposes. It should be recognized that details were not included or fully developed in this section, and the report must be read in its entirety for a comprehensive understanding of the items contained herein. The entire report should be read for an understanding of the report limitations.

Introduction

General

Civil Solutions Group, Inc. (CSG) was contacted by Mr. Donigan and was asked to conduct a geotechnical engineering investigation on the subject property located at 52965 S Ropelato Drive in Nibley, UT. The general location of the site may be seen in Figure 1, Vicinity Map. A more detailed location of the site showing the proposed development and surrounding improvements is shown in Figure 2, Site Map. It was described that the proposed construction for the Ridgeline Park is anticipated to be parking lots, walkways, sports courts, pavilions and a small restroom.

Objectives and Scope

The objectives and scope of our study were defined between Mr. Donigan and Mr. Weston Southwick of CSG. In general, the objectives of this study were to:

- Define and evaluate subsurface soil and groundwater conditions across the site
- Provide foundation, earthwork, drainage, and geo-seismic recommendations

To accomplish these objectives, our scope has included the following:

- A field program consisting of the excavating, logging, and sampling of the nine test pits
- A laboratory testing program
- An office program consisting of correlating available data, engineering analyses, and report preparation

Authorization

CSG was authorized to proceed with this scope of work through an executed contract returned to our office by Mr. Donigan of Blu Line Designs. The executed contract was dated August 6, 2022.

Professional Statements

CSG certifies that our professional services have been performed, our findings developed, and our recommendations prepared in accordance with generally accepted engineering principles and practices in this area at this time. Supporting data upon which our recommendations are based is presented in the subsequent sections of this report. Recommendations made herein are governed by the physical properties of the soils encountered in the exploration test pits, observed and projected groundwater conditions, and the layout and design data as summarized in the Proposed Construction section of this report. If subsurface conditions other than those described in this report are encountered and/or if design and layout changes are implemented, CSG must be informed so that our recommendations can be reviewed and amended, if necessary.

Proposed Construction

The proposed construction is as follows: A restroom, several pavilions, sports courts, and parking areas. If structural engineering plans are different than assumed, they should be provided to our office for review.

The site development will likely require moderate earthwork. It is estimated that in certain areas 4 to 5-foot cuts and/or fills will be required to achieve site grades and tie in-to the adjacent properties.

Traffic is assumed to consist of automobiles and occasionally medium to heavy weight trucks.

Column and wall loadings are anticipated to be on the order of 20-45 kips and 1-3.75 kips per lineal foot respectively.

Existing Site Conditions

General

The site lies approximately at 52965 S Ropelato Drive in Nibley, UT. The Existing property contains an old barn. The surrounding property is a residential subdivision. The surface and subsurface soils that were explored appeared to be free of hazardous debris and other foreign objects.

Site Topography & Drainage Features

The site has a gradual slope upwards to the north with a high spot on the northwest portion of the site. On-site there was a creek running east two west through the center of the site. There was also a significant amount of standing water on either side of the creek. were no other springs, streams, canals or standing water observed at the time of the site visit.

Site Soils

The soil conditions encountered in each of the nine test pits, to the depths explored, were relatively similar. In test pit number 5 (TP-5), there was approximately 1-foot of topsoil with roots extending from vegetation. From approximately 1-foot beneath existing grade to 3-feet we encountered dark gray low plasticity clay. From 3-feet to full depth explored, 6-feet, we encountered dark gray poorly graded gravel with sand. The remaining test pits throughout the site had similar characteristics as B-5. Groundwater was encountered at 2.5-feet. Soil encountered during the investigation can be referenced in the Soil Logs in the Appendix of this report. Materials encountered in the test pits are anticipated to exhibit strength and compressibility characteristics under the anticipated loading range.

Subsurface Exploration and Testing Programs

General

To define and evaluate the subsurface soil and groundwater conditions across the site, nine test pits were excavated to depths of up to 7.5-feet below existing grade. The test pits were excavated using a CASE 580sk Turbo backhoe and bobcat e55 mini excavator. Soil sampling was done by hand with the aid of the backhoe or mini excavator to retrieve disturbed samples of the in-situ soil. Locations of the test pits are presented in Figure 2.

Field Program

Due to the onsite conditions through winter, the field portion of our study was conducted on January 6, 2023, February 3, 2023, and March 20, 2023. Continuous logs of the subsurface findings were created and maintained as part of the field program. The field portion of our study was under the direct control and continual supervision of an experienced member of our geotechnical staff. Field classifications were logged, and any adjustments made once the laboratory data and analyses were received.

The CSG geotechnical team collected disturbed samples of typical soils that were found in the test pits. The disturbed samples were taken using bagged grab samples.

Graphical depictions of the subsurface findings are shown in the Soil Logs contained within the Appendix of this report.

Laboratory Program

CSG partnered with RB&G Engineering to conduct a laboratory testing program on the samples retrieved from the sites. This laboratory testing program was conducted to provide data necessary for our engineering analyses. The program included moisture, partial gradation (sieve) analysis, Atterberg limits (if applicable), and chemical tests. The following describes the tests and summarize the test data. Samples from the field will be maintained in our office for a period of 90 days at which time they will be disposed of unless a written request is received from Blu Line Designs that they should be retained.

Moisture and Density

Moisture and density tests were performed on selected relatively undisturbed samples collected from the test pits. Understanding the relationship between moisture and density in the in-situ soil aids in classifying the soils. The results of these tests are presented on the Soil Logs found in the Appendix.

Sieve Analysis

Gradation tests (sieve analysis) were conducted on disturbed samples which were collected from the site. The gradation test aids in classifying the soils and can provide general index parameters. Gradation tests aid the design team in determining the overall composition of the soil and behaviors that the soil may exhibit under certain situations. The results of the tests are shown in Table 1 below:

Table 1 - Gradation & Soil Classifications

Test Pit Sample No.	Depth (feet)	Percent Passing #200 Sieve	Soil Classification
TP-2.1	3.5 – 4	2	GP
TP-4.1	4.5 – 5	78	CL
TP-6.3	6.5 – 7	43	SM
TP-8.1	5.5 – 6	57	ML

Atterberg Limits

Atterberg Limits were performed on relatively undisturbed samples to understand the plastic and liquid limits of the cohesive soil. Atterberg limits allow the design team to understand the potential for the soil to shrink and expand based on water content. The results are presented in Table 2 below:

Table 2 - Atterberg Limits

Test Pit Sample No.	Depth (feet)	Classification	Liquid Limit (LL)	Plastic Limit (PL)	Plasticity Index (PI)
TP-4.1	4.5 – 5	CL	28	20	8
TP-6.3	6.5 – 7	SM	--	--	NP
TP-8.1	5.5 – 6	ML	--	--	NP

Chemical

To determine if the site soils will react detrimentally with concrete, a chemical sulfate test was performed on a representative sample of the natural soils at approximately the depth of the soil that will come into direct contact with concrete improvements for the proposed development. The results of the chemical tests are shown in Table 3 below:

Table 3 - Chemical Properties of Soil

Test Pit Sample No.	Depth (feet)	Sulfate (mg/kg)
TP-6.1	2-2.5	381

Discussions & Recommendations

Summary of Findings

It is recommended that the owner have a CSG field engineer or a qualified assistant oversee the site work, especially the footing excavation and preparation. Also, the building code requires inspection and reports on all structural site work.

Detailed discussions pertaining to earthwork, structural considerations, geoseismic setting, and groundwater are included in the following sections:

Earthwork

Site Preparation

Initial site preparation will consist of the removal of surface vegetation, topsoil, root balls, sod or any other deleterious materials extending at least three feet beyond the perimeter of all areas to be developed. Non-engineered fills will be completely removed three feet beyond the extents of all spread and continuous footings, rigid pavement areas, floor slabs and other areas that require a stabilized foundation. Stripped materials consisting of vegetation and organic materials should be wasted from the site or used to revegetate landscape areas.

Non-engineered fills may remain in areas where flexible pavements are to be placed if they are properly prepared. Proper preparation will consist of scarifying and moisture conditioning the upper nine inches and recompacting to the requirements of structural fill. It should be noted that compaction of fine-grained soils (silts and clays) as site grading fill will be very difficult, if not impossible, during wet and cold periods of the year.

The exposed natural subgrade should be proof-rolled prior to the placement of structural site grading fill, footings, floor slabs, or any other structural improvement made to the site. The proof-roll should be completed by driving a loaded piece of construction equipment, mounted with rubber tires, over the exposed natural subgrade surface at least twice. A CSG field engineer should oversee the proof roll and provide recommendations as needed. Soft spots should be completely excavated and removed if they are discovered. The soft spots should be replaced with granular structural fill. It is not anticipated that removal depth would be more than 2 vertical feet. If an excavation of more than 2 vertical feet is required, CSG should be notified to provide further recommendation.

In flexible pavement areas, unsuitable materials encountered during compaction and proof-rolling operations must be removed to a maximum depth of two feet and replaced with compacted granular structural fill.

Although evidence of underground facilities such as utilities, septic tanks, cesspools, basements, etc. was not observed during the field investigation, such features could be encountered during construction. If unexpected fills, debris or underground facilities are encountered, such features should be removed, and the excavation thoroughly cleaned prior to backfill placement and/or construction.

Temporary Excavations

All temporary excavations should follow OSHA Sloping and Benching – 1926 Subpart P App B requirements, which take precedence over any recommendations presented in this report.

Temporary excavations in cohesive soil, above or below the water table, not exceeding four feet in depth, may be excavated with nearly vertical sideslopes. Excavations within loose and/or cohesionless soils will be very difficult as they tend to flow into the excavation. They will require very flat sideslopes and/or shoring, bracing and dewatering.

All excavations must be inspected periodically by qualified personnel. If any signs of instability, excessive sloughing or other signs of potential failure are noted, immediate remedial action shall be initiated.

Structural Fill

The on-site native soils were either poorly graded sands and gravels, or finer by nature and cannot be used as structural fill. However, the on-site soils can be used as fill in landscape areas that are not expected to carry a load. The use of fine-grained soils (silts and clays) as landscape fill will be very difficult, if not impossible, during wet and cold periods of the year. Proper moisture control and conditioning will be required.

Fine-grained soils (silts and clays) are not recommended as structural fill in confined areas, such as around foundations and within utility trenches. This fill material should be composed of granular material.

All imported granular structural fill should consist of a fairly well-graded mixture of sand and gravel containing less than 15 percent fines (percent by weight of material passing the No. 200 sieve).

To stabilize soft subgrade conditions (if required), a mixture of coarse gravels and cobbles (stabilizing fill) should be utilized. A layer of 12 to 18 inches thick of stabilizing fill is typically sufficient to stabilize most soft/disturbed areas.

Table 4 shown below is indicative of the material that should be used as structural fill and road base throughout the site:

Table 4 – Structural Fill Gradation Requirements

Fill Type *	Application	Requirements		
		Gradation		Plasticity
		Size	% Finer by Weight	
Structural Fill	Required for all fill under foundations and floor slabs	3-inch No. 4 Sieve No. 200 Sieve	100 25 - 60 15-max	Liquid Limit 30-max Plasticity Index 6-max
Site Grading Fill	Fill in pavement and non-structural areas	4-inch No. 200 Sieve	100 35-max	Liquid Limit 36-max Plasticity Index 10-max
Stabilization Fill	Fill used to stabilize soft, potentially pumping subgrade	5-inch No. 200 Sieve	100 5-max	NA
Free Draining Granular Backfill	Retaining Walls	1½-inch 1-inch ½-inch No. 4	100 95 – 100 25 – 60 5-max	NA
Road Base	Fill used under the pavement sections	¾" ⅜" No. 10 No. 40 No. 200	100 78-92 55-67 28-38 7-11	Non-Plastic

*All fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to the geotechnical engineer for evaluation.

Fill Placement and Compaction

All fill should be placed in lifts not exceeding 8 inches in loose thickness. Moisture should be adjusted to within $\pm 2\%$ of optimum moisture content. Lifts will need to be compacted in thinner lifts if smaller compaction equipment is used. Structural fills should be compacted in accordance with the percent of maximum dry density as determined by the AASHTO T-180 (ASTM D-1557) compaction criteria and according to Table 5 below:

Table 5 - Fill Compaction Requirements

Location	Total Fill Thickness (feet)	Minimum Percentage of Maximum Dry Density
Beneath an area extending at least 3 feet beyond the footprint of a structure	0 to 8	95
Beneath pavements and travelled ways	0 to 8	95
Landscaped areas or areas not expected to carry a load	0 to 5	85
Landscaped areas or areas not expected to carry a load	5 to 8	92
Road Base	-	96

Prior to placement of fills, the subgrade must be prepared as discussed in the Site Preparation section of this report. In confined areas, subgrade preparation should consist of the removal of all loose and disturbed soils. Fill should be tested frequently for moisture content and compaction during placement. Should the results of the in-situ density tests indicate the specified moisture or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified compaction is achieved. This may require adjustment of the moisture content.

Utility Trenches

We recommend that all utility trenches on-site or as a part of this site, should utilize a Type A-1a or A-1b (AASHTO Designation) soil as backfill material. The on-site materials can be used for trench backfill if they meet these classifications and are properly moisture conditioned. This should be verified by the materials testing agency. All utility trenches which will ultimately bear structural loads should be compacted at the structural density requirements established in Table 5.

Drainage

Positive drainage should be provided during construction and maintained throughout the life of the development. Infiltration of water into utility trenches or foundation excavations should be prevented. Planters and other surface features which might retain water in areas adjacent to the buildings or pavements should be sealed, mechanically drained, or eliminated. In areas where sidewalks or paving do not immediately adjoin the structure, we recommend that protective slopes be provided with a minimum grade of approximately five percent for at least 10 feet from perimeter walls. Backfill against footings, exterior walls, and in utility and sprinkler line trenches should be well compacted and free of all construction debris to reduce the possibility of moisture infiltration. Roof runoff should be collected in rain gutters and downspouts. Downspouts, roof drains or scuppers should discharge into extensions when the ground surface beneath such features is not protected by exterior slabs or paving to divert collected water a minimum of 10 feet away from structures. Sprinkler systems should not be installed within five feet of foundation walls. Landscaped irrigation adjacent to the foundation systems should be minimized.

Structural Considerations

Spread and Continuous Wall Foundations

It is understood that the proposed structure will be supported on conventional spread and continuous wall foundations. These foundations should be established on undisturbed native soils. Under no circumstances shall footings be placed overlying non-engineered fills, loose soils, frozen soils, soil containing foreign debris, and any other deleterious material. Unsuitable material must be removed and replaced with an adequate structural fill as discussed in this report. For structural fill replacement beneath footings, the width of the structural fill shall be equal to width of the footing plus one foot on each side for each foot of fill thickness. For example, if the depth of structural fill is three feet, then three feet of structural fill needs to extend past the edge of the footing on each side.

Due to the shallow groundwater on site, it is recommended that helical piers be used for the foundation of the pedestrian boardwalk. The helical pier design and installation would need to be coordinated with a helical pier installation company as it is a design build item.

For design, the following parameters are provided:

Table 6 - Structural Design Parameters

Design Element	Standard
Recommended minimum depth of embedment for frost conditions	30-inches
Recommended minimum depth of embedment for non-frost conditions	15-inches
Recommended maximum bearing capacity of in-situ soil	1,500 pounds per square foot
Recommended width for continuous wall footings	18 to 30-inches
Recommended width for isolated spread footings	36 to 66-inches
Recommended bearing pressure increase for seismic loading	33%
Coefficient of friction between footing and native clay soils	0.35
Coefficient of friction between footing and native sandy soils	0.45

Settlement of foundation elements are expected to be on the order of 1" or less with approximately 50% occurring during construction. This settlement is expected if the project is constructed in accordance with recommendations found within this report.

Lateral Resistance

Passive resistance provided by properly placed and compacted native material fill above the water table may be considered to a fluid with a pressure of 360 pounds per cubic foot ($K_p = 3.0$). Active resistance may be considered equivalent to a fluid with a pressure of 40 pounds per cubic foot ($K_a = 0.33$). Lateral earth pressure can be assumed to be much higher if material behind structural walls is not free draining. Passive and active resistance pressures will vary if groundwater is encountered. At this site, groundwater should be below the anticipated depth of foundations and therefore should not affect lateral resistance.

Floor slabs

Due to the intended use and anticipated loading, floor slabs should be constructed with a minimum of 4" of concrete (4,000 psi, air-entrained – 6% ± 1%) over 4" of clean gravel material. The subgrade material shall be properly prepared as discussed previously in this report. Under no circumstances should floor slabs be established over non-engineered fill, loose or disturbed soils, sod, rubbish, construction debris, other deleterious materials, frozen soils, or soils with ponded water. If constructed in accordance with this section, settlements of at-grade floor slabs supporting loads of 200 pounds per square foot should be on the order of 1/4" or less.

Where appropriate, saw-cut control joints should be placed in the slab to help control the location and extent of cracking. For additional recommendations refer to the ACI Design Manual. Joints or any cracks that develop should be sealed with a water-proof, non-extruding compressible compound specifically recommended for heavy duty concrete pavement and wet environments.

The use of a vapor barrier should be considered beneath concrete slabs on grade that will be covered with wood, tile, carpet or other moisture sensitive or impervious coverings, or when the slab will support equipment sensitive to moisture. When conditions warrant the use of a vapor barrier, the slab designer should refer to ACI 302 and/or ACI 360 for procedures and cautions regarding the use and placement of a vapor barrier.

Pavements

Pavement sections were designed using AASHTO 93 design methodologies and assumed traffic volumes. Based on laboratory test results and N-values obtained from the SPT tests during the field exploration a CBR value of 5% was used for the underlying subgrade soils. This resulted in a subgrade resilient modulus (M_{RSG}) of 7,157 pounds per square inch. The anticipated traffic loading consists of mostly automobiles with the occasional medium to heavy weight truck. The following design traffic (18-k Equivalent Single Axle Loads) were assumed.

Section	Design ESALs*
Automobile Parking	7,000

*If the traffic anticipated on site is different from that assumed, Civil Solutions Group should be notified.

Considering the underlying subgrade material and anticipated traffic and loading, the following pavement sections are recommended as shown in Table 7:

Table 7 - Pavement Recommendations

Section	Recommended Pavement Sections (Inches)				
	Asphalt Concrete	Portland Cement Concrete	Untreated Base Course	Granular Borrow	Total
Automobile Parking	3.0	-	8.0	-	11.0
Dumpster Pads	-	5.0	6.0	-	11.0
	-	6.0	6.0	-	12.0

The rigid pavement section is for non-reinforced Portland cement concrete. Concrete should be designed in accordance with the American Concrete Institute (ACI). The concrete should have a minimum 28-day unconfined compressive strength of 4,000 pounds per square inch and contain 6 percent \pm 1 percent air entrainment.

Pavement Maintenance

All paved areas should have adequate crown and slope to provide positive drainage and prevent ponding of surface water and infiltration below the pavement section. Water collection devices such as gutters and ditches should be incorporated into the parking lot design to prevent percolation of surface water below the pavement section.

Pavement sections have not been designed to support construction equipment. As such, the contractor should protect pavement areas from damage that may result from construction traffic.

The pavement sections provided in this report are minimums for the given design criteria. Periodic maintenance is critical to the long-term performance of the pavement sections. A maintenance program that includes surface sealing, joint cleaning and sealing, joint grinding, repair and replacement of cracked slabs and timely repair of cracks and deteriorated areas will be critical to the pavement meeting its design life.

Soil Corrosiveness

The soil was sampled for sulfate levels at soil depths that will come into direct contact with the footings and foundations. These chemical levels are shown in Table 3 for reference.

Cement Use

Type I or IA mixes may be used in the design of these improvements. The soil tested contained a negligible amount of water soluble sulfates. Based on our test results, concrete in contact with the in-situ soils will have a low potential for sulfate reaction and therefore the mix types of I or IA are acceptable. Other types of mixtures may be used by the design team if other strength/functionality parameters are desired.

Construction Considerations

On most project sites, the site grading is generally accomplished early in the construction phase. However, as construction proceeds the subgrade may be disturbed due to utility excavations, construction traffic, desiccation, rainfall, etc. As a result, the floor slab or footing subgrade may not be suitable for placement of crushed gravel and concrete and corrective action will be required. We recommend areas underlying floor slabs and footings be rough graded and then thoroughly proof-

rolled with a loaded tandem axle water or dump truck prior to final grading and placement of crushed gravel or concrete. Attention should be given to high traffic areas that were rutted and previously disturbed and to areas containing backfilled trenches. Areas where unsuitable conditions are located should be repaired by removing and replacing the affected material with properly compacted structural fill. All structural subgrade areas should be moisture conditioned and properly compacted to the recommendations in this report immediately prior to placement of the gravel and concrete.

Geoseismic Setting

Faulting

Based on a review of Utah Geological Survey fault maps, the site is approximately 2-miles west of the East Cache Fault Line, Central Section.

Soil Class

A site-specific seismic analysis was not a part of this scope of work, nor was it performed for the site at this time. The seismic values provided are determined using the ASCE 7 Hazard tool using the following inputs.

The soil site class is E ($S_1 = 0.357 g$ & $S_s = 1.062 g$), with a Seismic Design Category D (Risk Category II) in accordance with Chapter 20 of ASCE 7-16 and IBC 2018.

Liquefaction

The site is in an area that has been classified as high to moderate liquefaction potential by the Utah Geological Survey. Liquefaction requires water, seismic activity, and loose sandy soils. Due to the nature of the project, and the anticipated structures on site, a full liquefaction analysis was not completed.

Groundwater

Immediately following excavating operations, the groundwater was measured in each test pit. Seasonal and longer-term groundwater fluctuations on the order of one and one-half to three feet are projected, with the highest seasonal levels generally occurring during the late spring and early summer months. The groundwater measurements (as measured down from existing grade) are tabulated in Table 8 below:

Table 8 - Groundwater Depth

Test Pit Number	Time of Excavating (feet)
TP-1	4.5
TP-2	2.5
TP-3	3
TP-4	Not Encountered
TP-5	Not Encountered
TP-6	5.75
TP-7	5.5

TP-8	6.25
TP-9	4

Closure

CSG should be retained to provide observations during grading, excavation, foundation construction, and other earth-related construction activities related to this project. The conclusions and recommendations presented in this report are based on the results of the field and laboratory tests which, in our opinion, define the characteristics of the soils at this site in a satisfactory manner. However, this report does not reflect variations that may occur between test pits, across the site, or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. If during or after construction, conditions are encountered which appear to be different than those presented in this report, it is requested that our office be advised, in order that appropriate action be taken.

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. Any persons using this report for bidding or construction purposes should perform independent investigations as they deem necessary to determine subsurface conditions. The scope of services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either express or implied, are intended or made. Site safety, excavation support, and dewatering requirements are the responsibility of others. If changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless CSG reviews the changes and either verifies or modifies the conclusions of this report in writing.

Glossary/Explanation of Terms or Procedures

Throughout this report, we have used a number of words or phrases which may be unfamiliar in nature. Also, several procedural concepts have been mentioned repeatedly. For this reason, we have decided to define or discuss these items to better communicate with the reader(s).

Compaction and Lift Size - Contractors should be aware that there is direct relationship between lift size and size of the compacting equipment. The smaller the compactor, the smaller the maximum lift height. With “wacker” compactors, the maximum lift should be held at about 3-4-inches. With walk-behind trench compactors (2-tons or so), the lifts should be no more than 6-inches thick. Eight-inch lifts can be used with large ride-on devices (7-10-tons or greater) that roll and vibrate/pound. Hoe pack devices on track hoes or backhoes can compact 6-8-inch lifts depending on size. However, the maximum lift size should not exceed 8-inches for most compactors. Note: a lift is defined as the loose or un-compacted thickness of the soil layer being compacted

Groundwater level - The groundwater level is a “rough guess” of where the uppermost water level is in a soil. We look for the first sign of free water coming in from the trench walls or appearing on the soil. In the soil logs, the groundwater level is identified by a solid or darkened triangle with a wavy line below it.

Liquefaction - Loss of bearing strength of saturated and very fine-grained silts and sands during severe earthquakes. This strength-loss is due to the slow dissipation of pore pressure (due to low permeability) and the subsequent reduction of particle-to-particle contact induced by the shaking motion of the earthquake.

Piezowater or Piezometer - To measure the groundwater level after a soil test pit is excavated, a pipe (a piezometer) is placed in the pit and left for at least 48-hours. The bottom 12-inches of the piezometer is slotted and capped to keep soil from entering and plugging up the pipe. The piezometer is then backfilled. After 48-hours, the water level in the piezometer is recorded. This level is the piezowater level. It is often higher than the point where water is first seen in a test pit during excavation. The importance is that the piezometer level is the potential depth of the groundwater for a site location should a ‘dig’ be done at the site. However, this level may change over time depending on weather conditions (wet or dry years and periods); rust or mottling of the soils may indicate an historical level of the water. In the soil logs, the piezowater level is a line with an “open” triangle above it and a wavy line below the triangle. The “open” triangle signifies the fact that the overlying soil “cap” has been removed.

Topsoil - It is generally defined as surface soils (silts or clays) with greater than 2-percent organics; this soil is often dark brown to black in color. It generally has visible roots or organic matter and is highly compressible. Topsoil should never be used under a footing or load bearing structure; it is generally, too compressible and with loading, settles over time. It should be stockpiled for use in landscaped areas, used for wetland mitigation/re-seeding, as a pond liner, or exported from the site.

Undisturbed soil - This is soil in its natural state, undisturbed by past excavation, farming, construction, or perturbation of any type. It is a most important feature. Areas that have been filled are always considered disturbed. On the other hand, “cut” areas can be considered undisturbed if the soil was cut with a straight bladed bucket edge, and not tines. If soils are disturbed, and footings or walls will be bear on these soils, they must be re-compacted.

Non-Engineered Fill – Non-engineered fill material is non-native (imported) material that has not been tested in the lab for engineering properties nor has a record of proper placement and compaction. Therefore, it should not be used for structural fill. This material can be used if properly prepared, but Civil Solutions Group recommends any non-engineered material in which loads will bear on be tested prior to placement. Once placed, this material should be tested to ensure structural properties are met. Recommendations in this report are based upon the materials encountered during the field investigation.

Appendix

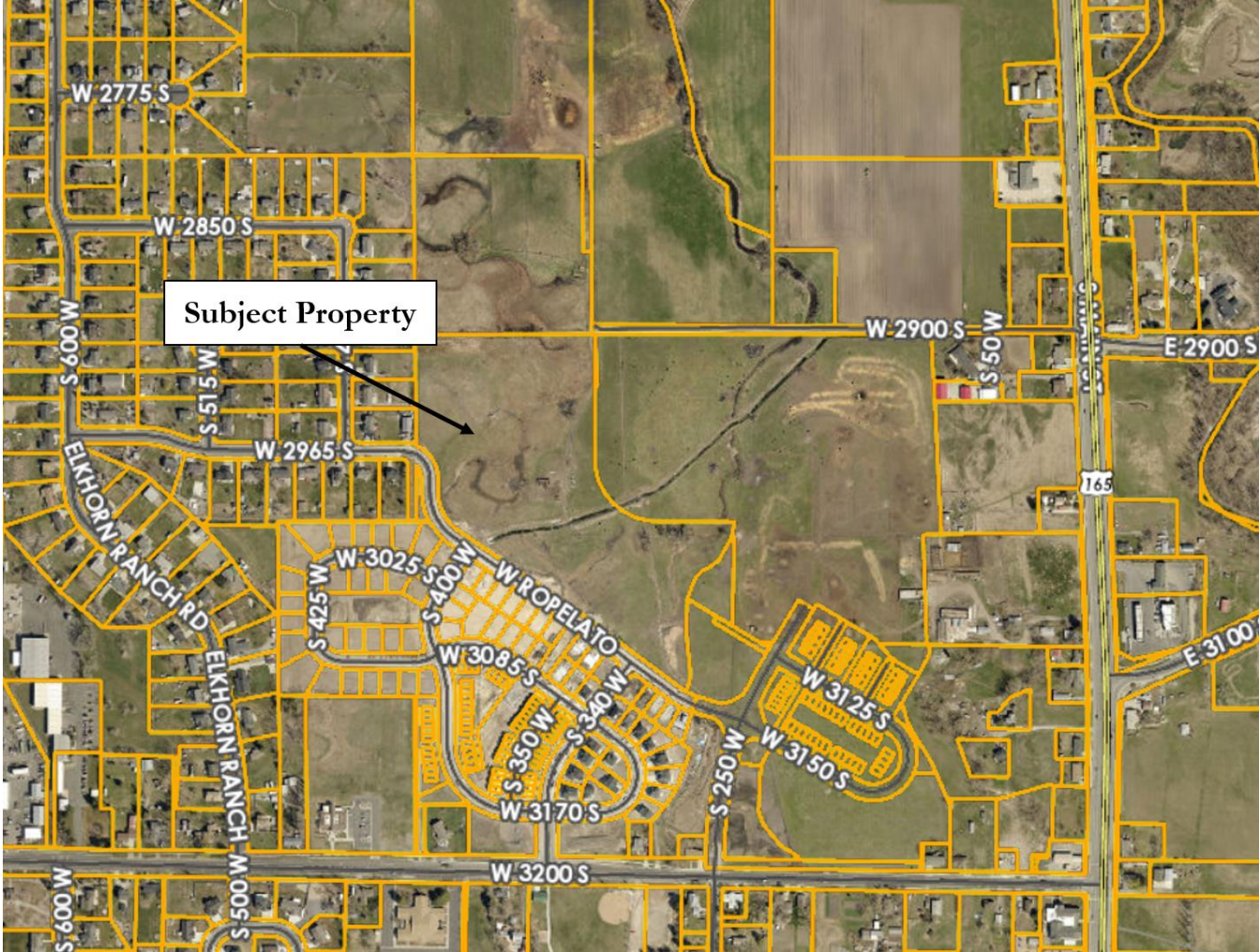


Figure 1 - Vicinity Map

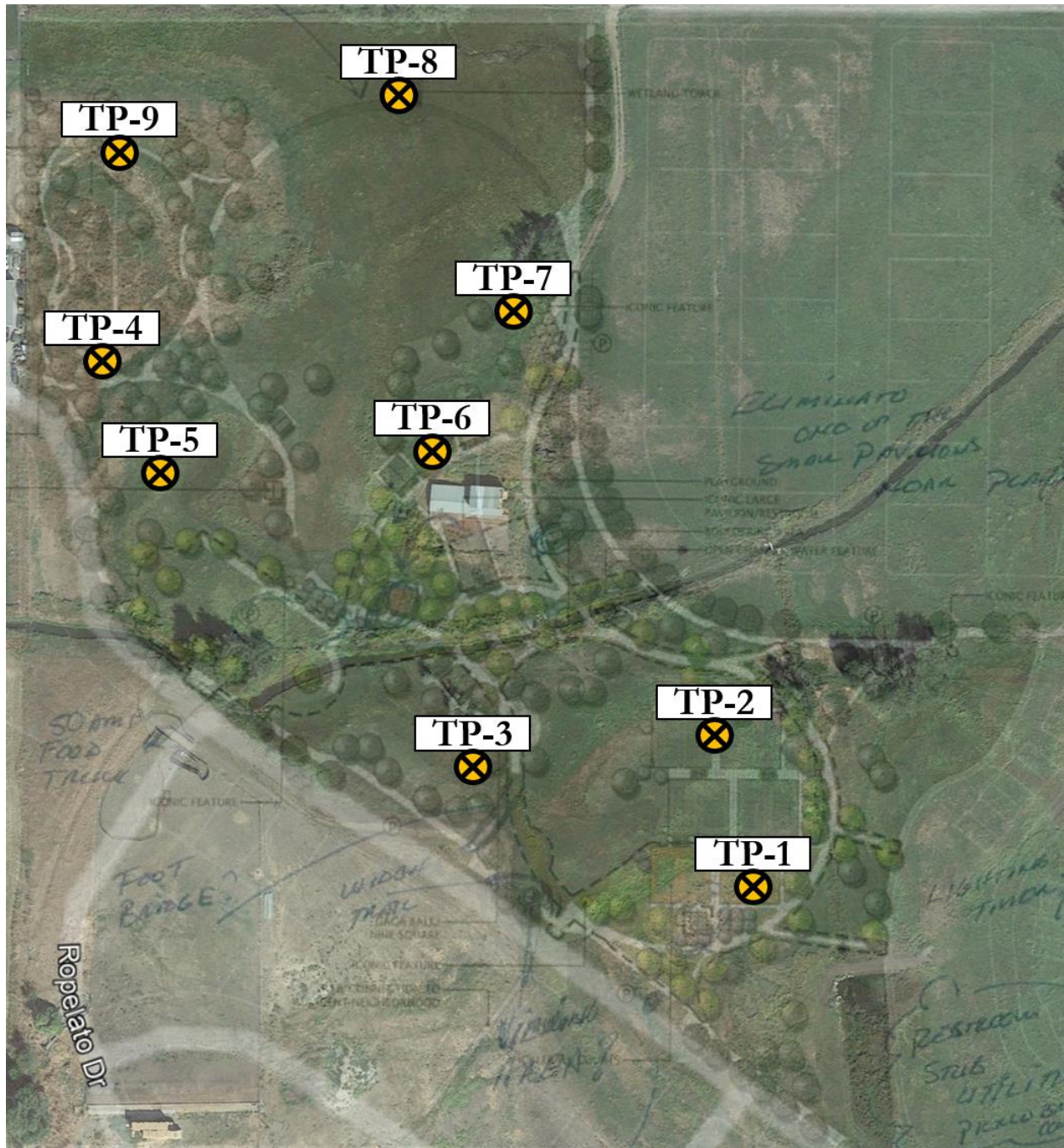


Figure 2 - Site Map



Figure 3 - Looking East



Figure 4 – Looking Northeast



Figure 5 – Looking South

WATER LEVEL	U S C S	DESCRIPTION	DEPTH (FT.)	BLOW COUNT	SAMPLE SYMBOL	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTICITY INDEX	REMARKS															
												1	2	3	4	5	6	7	8	9	10	11	12			
COLUMN DESCRIPTIONS																										
1 Water Level: Depth to measure groundwater table. See symbol below.			9 % Passing 200: Fines content of soil sample passing a No. 200 sieve measured in laboratory, expressed as a percentage.																							
2 USCS: Graphic depiction of subsurface material encountered; typical symbols are explained below.			10 Liquid Limit (%): Water content at which a soil changes from plastic to liquid behavior.																							
3 Description: Description of material encountered; may include color, moisture, grain size, and density/consistency.			11 Plasticity Index (%): Range of water content at which a soil exhibits plastic properties.																							
4 Depth (ft.): Depth in feet below the ground surface.			12 Remarks: Comments and observations regarding drilling or sampling made by driller or field personnel. Other field and laboratory test results; using the following abbreviations:																							
5 Blow Count: Number of blows required to advance SPT sampler (12") beyond first 6" using a 140-lb hammer with a 30 inch drop.																										
6 Sample Symbol: Type of soil sample collected at depth interval shown; sampler symbols are explained below.																										
7 Moisture (%): Water content of soil sample measured in laboratory, expressed as percentage of dry weight of specimen.																										
8 Dry Density (pcf): The density of a soil measured in laboratory, expressed as pounds per cubic foot.																										
			<table border="1"> <thead> <tr> <th>CEMENTATION</th> <th>NUMBERS</th> <th>MOISTURE CONTENT (FIELD TEST)</th> </tr> </thead> <tbody> <tr> <td>Weakly: Crumbles or breaks with handling of slight finger pressure.</td> <td>Trace < 5%</td> <td>Dry: Absence of moisture, dusty, dry to the touch.</td> </tr> <tr> <td>Moderately: Crumbles or breaks with considerable finger pressure.</td> <td>Some 5 - 12%</td> <td>Moist: Damp but no visible water.</td> </tr> <tr> <td>Strongly: Will not crumble or break with finger pressure.</td> <td>Widespread > 12%</td> <td>Saturated: Visible water, usually soil below water table.</td> </tr> </tbody> </table>			CEMENTATION	NUMBERS	MOISTURE CONTENT (FIELD TEST)	Weakly: Crumbles or breaks with handling of slight finger pressure.	Trace < 5%	Dry: Absence of moisture, dusty, dry to the touch.	Moderately: Crumbles or breaks with considerable finger pressure.	Some 5 - 12%	Moist: Damp but no visible water.	Strongly: Will not crumble or break with finger pressure.	Widespread > 12%	Saturated: Visible water, usually soil below water table.									
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			<p>Descriptions and stratum lines are interpretive; field descriptions may have been modified to reflect lab test results. Descriptions on the logs apply only at the specific boring locations and at the time the borings were advanced; they are not warranted to be representative of subsurface conditions at other locations or times.</p>																							
UNIFIED SOIL CLASSIFICATION SYSTEM	MAJOR DIVISIONS		SYMBOLS		TYPICAL DESCRIPTIONS																					
			Graph	Letter			STRATIFICATION																			
	COARSE-GRAINED SOILS More than 50% of No. 200 sieve size.	GRAVELS More than 50% of coarse fraction retained in No. 4 sieve.	CLEAN GRAVELS (little or no fines)		GW	Well-Graded Gravels, Gravel-Sand Mixtures, Little or No Fines		STRATIFICATION Occasional: One or less per 6" of thickness. Numerous: More than one per 6" of thickness.																		
			GRAVELS WITH FINES (appreciable amount of fines)		GP	Poorly Graded Gravel, Gravel-Sand Mixtures, Little or No Fines																				
		SANDS More than 50% of coarse fraction passing through No. 4 sieve.	CLEAN SANDS (little or no fines)		SW	Well-Graded Sands, Gravelly Sands, Little or No Fines																				
					SP	Poorly Graded Sands, Gravelly Sands, Little or No Fines																				
			SANDS WITH FINES (appreciable amount of fines)		SM	Silty Sands, Sand-Silt Mixtures																				
					SC	Clayey Sands, Sand-Clay Mixtures																				
	FINE-GRAINED SOILS More than 50% of material is smaller than No. 200 sieve size.	SILTS AND CLAYS Liquid limit less than 50%		ML	Inorganic Silts and Very Fine Sands, Rock Flour, Silty or Clayey Fine Sands or Clayey Silts with Slight Plasticity																					
				CL	Inorganic Clays of Low to Medium Plasticity, Gravelly Clays, Sandy Clays, Silty Clays, Lean Clays																					
				OL	Organic Silts and Organic Silty Clays of Low Plasticity																					
		SILTS AND CLAYS Liquid limit greater than 50%		MH	Inorganic Silts, Micaceous or Diatomaceous Fine Sand or Silty Soils																					
				CH	Inorganic Clays of High Plasticity, Fat Clays																					
				OH	Organic Clays of Medium to High Plasticity, Organic Silts																					
	HIGHLY ORGANIC SOILS			PT	Peat, Humus, Swamp Soils with High Organic Contents		TYPICAL SAMPLER GRAPHIC SYMBOLS GS Grab Bag Sample SS Standard Penetration Test Rock Core No Recovery 3.25" OD 2.42" ID D&M Sampler 3.0" OD 2.42" ID D&M Sampler California Sampler TS Thin-walled Shelby tube LOG KEY SYMBOLS Water Level																			
Note: Dual Symbols are used to indicate borderline soil classifications																										

Figure 6 – Key to Soil Logs

BORE LOG: TP-1

LOGGED BY: AM
 LATITUDE: -111.83979
 LONGITUDE: 41.67717
 ELEVATION:

REVIEWER: JP
 NOTES:

ADDRESS: 2965 S Ropelato Drive, Nibley, Utah

DATE: January 6, 2023

Depth	Lithologic Description	Symbol	Sample Type	Gradation (%)				Atterberg Limits		Moisture (%)	Blow Count	Standard Penetration Test (SPT)
				Gravel	Sand	Silt (%)	Clay (%)	LL (%)	PL (%)			
Ground Surface EL 0 ft												
0	Topsoil Topsoil											
1												
2												
3	Poorly Graded Gravel With Sand, GP Brownish gray, Moist-wet		GB									
4												
5	Poorly Graded Gravel With Sand, GP Brownish gray, Wet											
6	Test Hole Terminated at 5.5-ft											
7												
8												
9												
10												
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


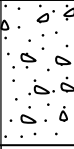
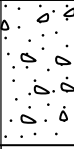
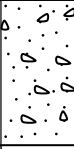
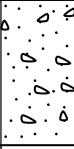
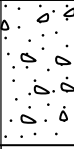
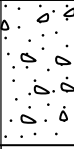
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REVIEWER: JP
 NOTES:

ADDRESS: 2965 S Ropelato Drive, Nibley, Utah

DATE: January 6, 2023

Depth	Lithologic Description	Symbol	Sample Type	Gradation (%)				Atterberg Limits		Moisture (%)	Blow Count	Standard Penetration Test (SPT)
				Gravel	Sand	Silt (%)	Clay (%)	LL (%)	PL (%)			
Ground Surface EL 0 ft												
0	Topsoil											
1	Topsoil											
2	2 ft											
2	EL -2 ft											
3	Poorly Graded Gravel With Sand, GP											
3	Grayish brown, Wet											
4												
5	5 ft		GB	73	25	2			5.7			
5	EL -5 ft											
6	Test Hole Collapsed at 5-feet											
7												
8												
9												
10												
11												
12												
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25												

BORE LOG: TP-3

LOGGED BY: AM
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 ELEVATION:

REVIEWER: JP
 NOTES:

ADDRESS: 2965 S Ropelato Drive, Nibley, Utah

DATE: January 6, 2023

Depth	Lithologic Description	Symbol	Sample Type	Gradation (%)				Atterberg Limits		Moisture (%)	Blow Count	Standard Penetration Test (SPT)
				Gravel	Sand	Silt (%)	Clay (%)	LL (%)	PL (%)			
Ground Surface EL 0 ft												
0	Topsoil											
1	Topsoil											
2												
3	3 ft EL -3 ft											
4	Poorly Graded Gravel With Sand, GP											
5	Gray, Wet											
6												
7	6.5 ft EL -6.5 ft											
8	Test Hole Collapsed at 6.5-feet											
9												
10												
11												
12												
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



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 LONGITUDE: 41.67924
 ELEVATION:

REVIEWER: JP
 NOTES:

ADDRESS: 2965 S Ropelato Drive, Nibley, Utah

DATE: January 6, 2023

Depth	Lithologic Description	Symbol	Sample Type	Gradation (%)				Atterberg Limits		Moisture (%)	Blow Count	Standard Penetration Test (SPT)
				Gravel	Sand	Silt (%)	Clay (%)	LL (%)	PL (%)			
Ground Surface EL 0 ft												
0	Topsoil											
1	Topsoil											
1.5												
2	Low Plasticity Clay With Sand, CL											
3	Grayish brown, Moist											
5			GB	0	22	78		28	20	20.2		
5	Test Hole Terminated at 5-feet											
6												
7												
8												
9												
10												
11												
12												
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15												
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23												
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25												

BORE LOG: TP-5

LOGGED BY: AM
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 LONGITUDE: 41.67882
 ELEVATION:

REVIEWER: JP
 NOTES:

ADDRESS: 2965 S Ropelato Drive, Nibley, Utah

DATE: February 3, 2023

Depth	Lithologic Description	Symbol	Sample Type	Gradation (%)				Atterberg Limits		Moisture (%)	Blow Count	Standard Penetration Test (SPT)
				Gravel	Sand	Silt (%)	Clay (%)	LL (%)	PL (%)			
Ground Surface EL 0 ft												
0	Topsoil											
1	Topsoil											
2	Low Plasticity Silt With Sand, ML Dark gray, Wet		GB									
3												
4	Poorly Graded Gravel With Sand, GP Dark gray, Wet		GB									
5												
6	Test Hole Terminated at 6-feet											
7												
8												
9												
10												
11												
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23												
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25												

BORE LOG: TP-6

LOGGED BY: JP

REVIEWER: JP

ADDRESS: 2965 S Ropelato Drive, Nibley, Utah

LATITUDE: -111.84083

NOTES:

LONGITUDE: 41.67896

ELEVATION:

DATE: March 20, 2023

Depth	Lithologic Description	Symbol	Sample Type	Gradation (%)				Atterberg Limits		Moisture (%)	Blow Count	Standard Penetration Test (SPT)
				Gravel	Sand	Silt (%)	Clay (%)	LL (%)	PL (%)			
Ground Surface EL 0 ft												
0	Topsoil											
1	Topsoil											
2	Silty Sand With Gravel, SM		GB									
3	Brown, Moist-wet											
4												
5	Low Plasticity Clay With Sand, CL		GB									
6	Brown, Moist-wet											
7	Silty Sand With Gravel, SM		GB	2	55	43			25.4			
8	Brown, Wet											
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25	Test Hole Terminated at 7-feet											

BORE LOG: TP-7

LOGGED BY: JP

REVIEWER: JP

ADDRESS: 2965 S Ropelato Drive, Nibley, Utah




LATITUDE: -111.84067

NOTES:

LONGITUDE: 41.67947

ELEVATION:

DATE: March 20, 2023

Depth	Lithologic Description	Symbol	Sample Type	Gradation (%)				Atterberg Limits		Moisture (%)	Blow Count	Standard Penetration Test (SPT)
				Gravel	Sand	Silt (%)	Clay (%)	LL (%)	PL (%)			
Ground Surface EL 0 ft												
0	Topsoil											
1	Topsoil											
	0.83 ft											
	EL -0.83 ft											
2	Low Plasticity Clay With Sand, CL		GB									
	Gray, Moist-wet											
4												
	4 ft											
	EL -4 ft											
5	Poorly Graded Gravel With Sand, GP											
	Gray, Wet											
7												
	7 ft											
	EL -7 ft											
8	Test Hole Terminated at 7-feet											
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												

	PROJECT TITLE:	Ridgeline Park	PROJECT NO.:	22-270
	CLIENT:	Visionary Park	SHEET:	1 of 1

BORE LOG: TP-8

LOGGED BY: JP

REVIEWER: JP

ADDRESS: 2965 S Ropelato Drive, Nibley, Utah

LATITUDE: -111.84142

NOTES:

LONGITUDE: 41.68006

ELEVATION:

DATE: March 20, 2023

Depth	Lithologic Description	Symbol	Sample Type	Gradation (%)				Atterberg Limits		Moisture (%)	Blow Count	Standard Penetration Test (SPT)
				Gravel	Sand	Silt (%)	Clay (%)	LL (%)	PL (%)			
Ground Surface EL 0 ft												
0	Topsoil											
1	Topsoil											
	1.3 ft											
	EL -1.3 ft											
2	Poorly Graded Gravel With Sand, GP											
	Brownish gray, Dry-moist											
	3.25 ft											
	EL -3.25 ft											
4	Low Plasticity Silt With Sand, ML											
	Gray, Dry-moist											
	6.25 ft											
	EL -6.25 ft		GB	1	42	57			32.5			
7	Poorly Graded Gravel With Sand, GP											
	Gray, wet											
	7.5 ft											
	EL -7.5 ft											
	Test Hole Terminated at 7.5-feet											
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												

BORE LOG: TP-9

LOGGED BY: JP

REVIEWER: JP

ADDRESS: 2965 S Ropelato Drive, Nibley, Utah







LATITUDE: -111.84232

NOTES:

LONGITUDE: 41.67995

ELEVATION:

DATE: March 20, 2023

Depth	Lithologic Description	Symbol	Sample Type	Gradation (%)				Atterberg Limits		Moisture (%)	Blow Count	Standard Penetration Test (SPT)
				Gravel	Sand	Silt (%)	Clay (%)	LL (%)	PL (%)			
Ground Surface EL 0 ft												
0	Topsoil											
1	Topsoil											
1.5												
2	Poorly Graded Gravel With Sand, GP											
3	Brown, Dry-moist											
4												
5												
6												
7												
7	Test Hole Terminated at 7-feet											
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												

**DOCUMENT 00 41 43
BID FORM**

PART 1 GENERAL

1.1 BIDDER

A. The Bidder is as follows

Name: _____

Address: _____

Telephone number: _____ Fax number: _____

Tax identification number: _____

B. Bidder holds license number _____, issued on the _____ day of _____, _____, by the Utah State Department of Commerce, Division of Occupational and Professional Licensing. Bidder is licensed to practice as a _____ Contractor. License renewal date is the _____ day of _____, _____.

C. The undersigned hereby acknowledges receipt of the following Addenda.

(list Addenda numbers here)

1.2 BID PROPOSAL

A. After having personally and carefully examined all conditions surrounding the Work and the Contract Documents, the undersigned proposes to furnish all labor, equipment, tools and machinery, and to furnish and deliver all materials not specifically mentioned as being furnished by the OWNER, which is required in and about the construction of the Construction Contract known as

Ridgeline Park | Phase 1

B. The undersigned proposes to complete the Work for the price or prices listed in the Bid Schedule and that all pricing should include all labor,

materials, equipment, permits, fees, coordination, management, surveying/staking, etc. required for a complete project.

- C. The undersigned proposes to furnish bonds with the Contract, signed by a surety company satisfactory to the OWNER, in an amount equal to the Contract amount conditioned to ensure compliance with all requirements of the Contract Documents.
- E. The undersigned proposes to execute the attached contract within ten (10) days after the Notice of Award, and to begin work within ten (10) days after being notified to do so by the OWNER.
- F. If OWNER finds it necessary to further define the Work, Contract Price, Contract Time, or some other portion of the Construction Contract, after Bid opening, the Bidder promises to execute an Agreement Supplement prior to or concurrent with the execution of the Agreement, if the Agreement Supplement is acceptable to the Bidder.
- G. The Contract will be awarded as a Lump Sum contract by Phase as delineated in the bid form below. It is understood that the OWNER has the right to reject this proposal or to accept it, or any portion therein, at the prices listed in the Bid Schedule.

1.3 REFERENCES

- A. APWA 01 29 00: Payment Procedures.
- B. Document 00 52 43: Agreement.

1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT

- A. This document will be added to the Agreement by reference.

PART 2 BID SCHEDULE

2.1 BASE BID

- A. The Base Bid includes all work and materials necessary to complete the Project including but not limited to mobilization; demolition and removal; clearing and grubbing; construction staking and layout; traffic control; grading and excavation; drainage improvements; erosion control and SWPPP; utilities; open channel water feature improvements; concrete sidewalks and hardscape; parking lot/spaces and curb and gutter; concrete steps and walls; pedestrian bridges; preparation of playground area; pickleball courts and fencing; three rail fence; electrical and lighting improvements; restroom; pavilion; climbing boulder; gaga pit; nine square; cornhole; site furniture; artificial turf; landscaping and irrigation; and all necessary permitting and coordination with agencies, jurisdictions, utility providers, etc. Base bids are broken down by separate major components of the project for evaluation and organizational purposes. The intent is to award all components to one Contractor as a lump sum. Bid alternate items are listed separately. Musco lighting will be a future phase and is not a part of the base bid or bid alternates.

TOTAL BID PRICE FOR DEMOLITION, CLEARING AND GRUBBING, AND REMOVAL

_____ DOLLARS (\$) _____
 (use words)

TOTAL BID PRICE FOR EXCAVATION, GRADING, AND DRAINAGE

_____ DOLLARS (\$) _____
 (use words)

TOTAL BID PRICE FOR UTILITIES INCLUDING WATER AND SEWER

_____ DOLLARS (\$) _____
 (use words)

TOTAL BID PRICE FOR ELECTRICAL, POWER, LIGHTING, AND SOUND INCLUDING STUBS FOR FUTURE PHASES

_____ DOLLARS (\$) _____
 (use words)

**TOTAL BID PRICE FOR CONCRETE WORK AND PAVING, INCLUDING
SIDEWALKS, HARDSCAPE, CURB AND GUTTER, ASPHALT, STRIPING,
CONCRETE EDGER**

_____ DOLLARS (\$) _____)
(use words)

**TOTAL BID PRICE FOR PICKLEBALL COURTS (4) INCLUDING FENCING AND
GATES**

_____ DOLLARS (\$) _____)
(use words)

**TOTAL BID PRICE FOR OPEN CHANNEL WATER FEATURE INCLUDING ALL
STONE WORK AND FLAGSTONE**

_____ DOLLARS (\$) _____)
(use words)

TOTAL BID PRICE FOR PEDESTRIAN BRIDGES

_____ DOLLARS (\$) _____)
(use words)

**TOTAL BID PRICE FOR RECREATIONAL AMENITIES INCLUDING CORNHOLE,
CLIMBING BOULDER, GAGA PIT, AND NINE SQUARE INCLUDING ASSOCIATIVE
ARTIFICIAL TURF**

_____ DOLLARS (\$) _____)
(use words)

**TOTAL BID PRICE FOR SITE FURNISHINGS INCLUDING PAVILION, BENCHES,
TABLES, TRASH RECEPTACLES, AND LINEAR STONE SEATING**

_____ DOLLARS (\$) _____)
(use words)

TOTAL BID PRICE FOR CXT RESTROOM

_____ DOLLARS (\$) _____)
(use words)

TOTAL BID PRICE FOR LANDSCAPING INCLUDING TREES, PLANTS, GRASS, SEED, MULCH, BOULDERS, AND TOPSOIL

_____ DOLLARS (\$) _____
(use words)

TOTAL BID PRICE FOR IRRIGATION SYSTEM INCLUDING WATER CONNECTION, CONTROLLER, AND ALL EQUIPMENT

_____ DOLLARS (\$) _____
(use words)

TOTAL BID PRICE FOR ONE-YEAR LANDSCAPE MAINTENANCE THROUGH ONE-YEAR WARRANTY PERIOD FROM DATE OF FINAL ACCEPTANCE

_____ DOLLARS (\$) _____
(use words)

TOTAL BASE BID PRICE FOR ALL PROJECT COMPONENTS (Sum of the above)

_____ DOLLARS (\$) _____
(use words)

2.2 BID ALTERNATES

- A. The Bid Alternates include all work and materials necessary to install the listed elements below. Bid Alternates may be individually selected/awarded or excluded at the discretion of the Owner. Bid Alternates that replace improvements included in a base bid item above should include a credit for the replaced improvements.

BA1. TOTAL BID ALTERNATE PRICE FOR WETLAND BOARDWALK AND CONNECTING SIDEWALKS

_____ DOLLARS (\$ _____)

(use words)

BA2. TOTAL BID ALTERNATE PRICE FOR OVERLOOK DECK AND ASSOCIATED BENCHES

_____ DOLLARS (\$ _____)

(use words)

BA3. TOTAL BID ALTERNATE PRICE FOR ICONIC FEATURE NO. 1

_____ DOLLARS (\$ _____)

(use words)

BA4. TOTAL BID ALTERNATE PRICE FOR ICONIC FEATURE NO. 2

_____ DOLLARS (\$ _____)

(use words)

BA5. TOTAL BID ALTERNATE PRICE FOR CXT RESTROOM, 20' DIA. PAVILION, AND ASSOCIATED LANDSCAPING, IRRIGATION, PICNIC TABLES, AND TRASH RECEPTACLE AT PICKLEBALL COURTS INCLUDING ASSOCIATED UTILITY CONNECTIONS, POWER, AND LIGHTING

_____ DOLLARS (\$ _____)

(use words)

BA6. TOTAL BID ALTERNATE PRICE FOR CONCRETE SIDEWALK, PICKLEBALL SHADE CANOPIES, AND ASSOCIATED LANDSCAPING, IRRIGATION, PICNIC TABLES, AND TRASH RECEPTACLE AT PICKLEBALL COURTS INCLUDING POWER OUTLETS FOR CANOPIES

_____ DOLLARS (\$) _____)

(use words)

BA7. TOTAL BID ALTERNATE PRICE FOR 20' DIA. PAVILION, CONCRETE SIDEWALK, ASSOCIATED LANDSCAPING, IRRIGATION, PICNIC TABLES, AND TRASH RECEPTACLE INCLUDING PAVILION OUTLETS AND LIGHTING

_____ DOLLARS (\$) _____)

(use words)

BA8. TOTAL BID ALTERNATE PRICE FOR PICNIC TABLE AND ASSOCIATED CONCRETE PAD AT OPEN CHANNEL WATER FEATURE

_____ DOLLARS (\$) _____)

(use words)

BA9. TOTAL BID ALTERNATE PRICE FOR ONE BENCH AT CORNHOLE AREA

_____ DOLLARS (\$) _____)

(use words)

BA10. TOTAL BID ALTERNATE PRICE FOR TWO 30' DIA. PAVILIONS, CONCRETE SIDEWALK, ASSOCIATED LANDSCAPING, IRRIGATION, PICNIC TABLES, AND TRASH RECEPTACLES INCLUDING PAVILIONS' OUTLETS AND LIGHTING

_____ DOLLARS (\$) _____)

(use words)

BA11. TOTAL BID ALTERNATE PRICE FOR ADDITIONAL CLIMBING BOULDER IN BOULDERING AREA

_____ DOLLARS (\$) _____)

(use words)

BA12. TOTAL BID ALTERNATE PRICE FOR PARK ENTRY SIGN

_____ DOLLARS (\$ _____)

(use words)

BA13. TOTAL BID ALTERNATE PRICE FOR PARK SIGNAGE PER OVERALL SIGN PLAN

_____ DOLLARS (\$ _____)

(use words)

Respectfully Submitted,

Bidder

(Corporate Seal)
If bid is by corporation

By: _____

Name and Title

Witness

**DOCUMENT 00 43 13
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

as Principal, hereinafter called the Principal, and _____

a corporation duly organized under the laws of the State of _____

as Surety, hereinafter called the Surety, are held and firmly bound unto _____

as Obligee, hereinafter called the Obligee, in the sum of _____

_____ Dollars (\$_____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for _____

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this _____ day of _____, 20__.

(Principal)

By: _____

(Title)

Witness: _____

(Surety)

By: _____

(Title)

Witness: _____

END OF DOCUMENT

DOCUMENT 00 43 36
SUBCONTRACTOR AND SUPPLIER REPORT

PART 1 GENERAL

1.1 BIDDER

A. Name: _____

Address: _____

B. Telephone Number: _____

1.2 CONSTRUCTION CONTRACT

A. The Construction Contract is known as:

NIBLEY CITY
Ridgeline Park | Phase 1

PART 2 REPORT

2.1 SUBCONTRACTOR AND SUPPLIER REPORT

A. Failure of the Bidder to specify a Subcontractor for any portion of the Work constitutes an agreement by the Bidder that the Bidder is fully qualified to perform that portion, and that Bidder shall perform that portion.

B. Bidder will be fully responsible to OWNER for the acts and omissions of Subcontractors and Suppliers and of persons either directly or indirectly employed by them, as Bidder is for the acts and omissions of persons employed by Bidder directly.

C. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor or Supplier and the OWNER. Bidder agrees each subcontract with Bidder's Subcontractor will disclaim any third party or direct relationship between OWNER and any Subcontractor or Supplier.

D. The names and addresses of the Subcontractors and Suppliers who will work under the terms of the Contract Documents and the estimated dollar

amount of each subcontract (in excess of 2 percent of the Bid sum) are set forth as follows:

Table 1 - BASE BID

SUBCONTRACTORS		
Name and Address	Nature and Extent of Work to be Sublet	Amount
1.		
2.		
3.		
4.		
5.		
6.		
SUPPLIERS		
Name and Address	Nature and Extent of Work to be Sublet	Amount
1.		
2.		
3.		
4.		
5.		
6.		

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. Bidder executes this Subcontractor and Supplier report and declares it to be a supplement to the Bid and in effect as of _____, 20__.

3.2 BIDDER'S SUBSCRIPTION

A. Bidder's signature: _____

B. Please print Bidder's name here: _____

C. Title: _____

END OF DOCUMENT

DOCUMENT 00 45 13
CONTRACTOR'S PROJECT REFERENCE FORM

Identify representative construction projects similar to that being bid, completed by your organization within the past 5 years.

1. Project Name _____
Client _____
Contact Name _____ Phone _____
Total Contract Construction Costs \$ _____
Total # of Change Orders _____ Amount \$ _____
General Description of Project _____

2. Project Name _____
Client _____
Contact Name _____ Phone _____
Total Contract Construction Costs \$ _____
Total # of Change Orders _____ Amount \$ _____
General Description of Project _____

3. Project Name _____
Client _____
Contact Name _____ Phone _____
Total Contract Construction Costs \$ _____
Total # of Change Orders _____ Amount \$ _____
General Description of Project _____

4. Project Name _____
Client _____
Contact Name _____ Phone _____
Total Contract Construction Costs \$ _____
Total # of Change Orders _____ Amount \$ _____
General Description of Project _____

**DOCUMENT 00 45 43
BIDDER STATUS REPORT**

PART 1 GENERAL

1.1 BIDDER

A. Name: _____

B. Address: _____

C. Telephone number: _____

1.2 CONSTRUCTION CONTRACT

A. The Construction Contract is known as:

***NIBLEY CITY
Ridgeline Park | Phase 1***

PART 2 REPORT

2.1 BIDDER STATUS REPORT

A. Bidder affirms the following information is true and correct.

1. Number of employees: _____

2. Bidder's firm is: (check the following as applicable)

[] Independently owned and operated.

[] An affiliate of*

[] A subsidiary of*

[] A division of*

[] A business with gross revenue in excess of
\$ _____

[] A business with gross revenue below
\$ _____

* PARENT COMPANY:
Name: _____
Address: _____

Telephone number: _____
Fax Number: _____

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. Bidder executes this status report and declares it to be a supplement to the Bid and in effect as of _____, _____.

3.2 BIDDER'S SUBSCRIPTION

A. Bidder's Signature: _____
B. Please print Bidder's name here: _____
C. Title: _____

END OF DOCUMENT

NIBLEY CITY

Ridgeline Park | Phase 1

CONTRACTING REQUIREMENTS

AGREEMENT FORMS

BONDS AND CERTIFICATES

OTHER FORMS

CONDITIONS OF CONTRACT

**DOCUMENT 00 51 00
NOTICE OF AWARD**

Date: _____ PROJECT NO.: _____

TO: _____
(Bidder)

ADDRESS: _____

CONTRACT FOR **Nibley City Ridgeline Park | Phase 1**

The OWNER has considered the BID dated _____, 20_____, submitted by you for the above described WORK in response to its Invitation for Bids and Information for Bidders.

You are hereby notified that you BID has been accepted for items in the amount of: _____
_____ and No/100-----Dollars (\$ _____).

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, that is by _____, 20_____.

1. You must deliver to the Owner any remaining information requested by Engineer or otherwise identified in the Information for Bidders.
2. You must deliver Performance Bond, Payment Bond, and Certificates of Insurance as specified in the Instructions to Bidders, General Conditions.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) days from the date of the Notice, OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return acknowledged copies of the NOTICE OF AWARD to the OWNER. A copy will be returned to the CONTRACTOR of all the executed Contract Documents when all the signatures have been obtained.

OWNER: _____ Nibley City _____

By: _____

Title: _____ City Manager _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____
_____ this _____ day of _____, 20_____.

By: _____

Title: _____

**DOCUMENT 00 52 43
AGREEMENT**

PART I GENERAL

1.1 CONTRACTOR

- A. Name: _____
- B. Address: _____
- C. Telephone number: _____
- D. Facsimile number: _____
- E. E-Mail addresses: _____

1.2 OWNER

- A. Nibley City, a municipal corporation of the State of Utah, 455 West 3200 South, Nibley, Utah 84321.

1.3 CONSTRUCTION CONTRACT

The Construction Contract is known as

***NIBLEY CITY
Ridgeline Park | Phase 1***

1.4 ENGINEER

- A. ***Tom Dickinson, PE, or his designee*** is the Engineer who has the rights, authority and duties assigned to Engineer in the Contract Documents; provided, however, Engineer shall not have authority to increase the contract price to an amount that exceeds the amount budgeted for the project by the Owner for the Project.

1.5 AGREEMENT PERFORMANCE

- A. The Contractor shall perform everything required to be performed by Contractor in the Contract Documents, shall provide and furnish all labor, tools and equipment, and shall furnish and deliver all materials not specifically stated in the Contract Documents as being furnished by the Owner, to complete all the work necessary to complete the Project in Nibley City, State of Utah in the best and most workmanlike manner, and in strict conformity with the provisions of this Agreement. The plans and specifications and the proposals are hereby made a part of the agreement

as fully and to the same effect as if the same had been set forth at length in the body of this Agreement. In the event of inconsistencies within or among parts of this Agreement, the Contract Documents or among Contract Documents, this Agreement, and applicable standards, codes, and references to previous versions of the Manual of Standard Specifications or Manual of Standard Plans, the Contractor shall (i) provide the better quality or greater quantity of work; or (ii) comply with the more stringent requirement; either or both in accordance with Engineer's interpretation.

- B. It is agreed that the status of the Contractor under this agreement is that of Independent Contractor rather than that of an Employee of the Owner. Accordingly, the Contractor, in performance of his obligations hereunder, is independent and free from control of the Owner in all that pertains to the execution of the work and shall perform the work according to the Contractor's own methods without being subject to the rule, control or direction of the Owner or its representatives, save and except as to the results obtained. The finished work and the materials furnished must, however, conform strictly to this contract, the proposal, and the plans and specifications, and are subject to the final approval of the Owner and its authorized representatives, who may exert such direction and control thereof as may be necessary to achieve that conformity. All provisions in the specifications with respect to the direction and control of the work shall be construed so as to make effective this provision. It is agreed that the status of the Contractor under this agreement is that of Independent Contractor rather than that of an Employee of the Owner. Accordingly, the Contractor, in performance of his obligations hereunder, is independent and free from control of the Owner in all that pertains to the execution of the work and shall perform the work according to the Contractor's own methods without being subject to the rule, control or direction of the Owner or its representatives, save and except as to the results obtained. The finished work and the materials furnished must, however, conform strictly to this contract, the proposal, and the plans and specifications, and are subject to the final approval of the Owner and its authorized representatives, who may exert such direction and control thereof as may be necessary to achieve that conformity. All provisions in the specifications with respect to the direction and control of the work shall be construed so as to make effective this provision. It is agreed that the status of the Contractor under this agreement is that of Independent Contractor rather than that of an Employee of the Owner. Accordingly, the Contractor, in performance of his obligations hereunder, is independent and free from control of the Owner in all that pertains to the execution of the work and shall perform the work according to the Contractor's own methods without being subject to the rule, control or direction of the Owner or its representatives, save and except as to the results obtained. The finished work and the materials furnished must, however, conform strictly

to this contract, the proposal, and the plans and specifications, and are subject to the final approval of the Owner and its authorized representatives, who may exert such direction and control thereof as may be necessary to achieve that conformity. All provisions in the specifications with respect to the direction and control of the work shall be construed so as to make effective this provision. It is agreed that the status of the Contractor under this agreement is that of Independent Contractor rather than that of an Employee of the Owner. Accordingly, the Contractor, in performance of his obligations hereunder, is independent and free from control of the Owner in all that pertains to the execution of the work and shall perform the work according to the Contractor's own methods without being subject to the rule, control or direction of the Owner or its representatives, save and except as to the results obtained. The finished work and the materials furnished must, however, conform strictly to this contract, the proposal, and the plans and specifications, and are subject to the final approval of the Owner and its authorized representatives, who may exert such direction and control thereof as may be necessary to achieve that conformity. All provisions in the specifications with respect to the direction and control of the work shall be construed so as to make effective this provision.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, and the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character. The Owner shall pay the Contractor, as full consideration for the performance of this contract, the contract bid price per item as shown in the proposal, for the quantities of work actually performed and accepted.
- B. The Contract Price is: _____ Dollars (\$ _____).

2.2 CONTRACT TIME

- A. The work shall commence on the date set forth in the written Notice to Proceed from the Owner or its agent to Contractor and shall be completed and ready for Owner's substantial completion prior to October 1, 2024.
- B. Any time specified in work sequences in the Summary of Work (Section 01 11 10) shall be a part of the Contract Time.

2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 30 calendar days after the date Contractor receives Engineer's Final Inspection Punch List unless exemptions of specific items are granted by Engineer in writing or an exception has been specified in the Contract Documents.
- B. Permitting the Contractor to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the Owner of any of Owner's rights under this Agreement.

2.4 LIQUIDATED DAMAGES

- A. **Late Completion:** Time is the essence of the Contract Documents. Contractor agrees that Owner will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions (Document 00 72 00). Contractor and Owner agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, Contractor agrees to pay to Owner the amount of **\$1,000** for each calendar day that extends after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.
- B. **Survey Monuments:** No land survey monument will be disturbed or moved until Engineer has been properly notified and the Engineer's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that Contractor will pay as liquidated damages the sum of \$1,000 to cover such damage and expense.
- C. **Interruption of Public Services:** No interruption of public services shall be caused by Contractor, its agents or employees, without the Engineer's and Owner's prior written approval. Owner and Contractor agree that in the event Owner suffers damages from such interruption, liquidated damages as stipulated above shall not be deemed to be a limitation upon Owner's right to recover the full amount of damages.
- D. **Deduct Damages from Moneys Owed Contractor:** Owner shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the Contractor. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such amounts and shall

return such excess to the Owner.

2.5 RETAINAGE

- A. **Retainage is Owner's Option:** Owner may, in its sole discretion, retain five (5) percent of the value of all Work done and materials or equipment supplied as part security for the fulfillment of the Construction Contract by the Contractor. If, in Engineer's opinion, the Work is proceeding in accordance with Contractor's approved progress schedule, and all progress schedule submittals are current and up to date, and all required payrolls, Shop Drawings, and miscellaneous submittals are current and up to date, the Owner may choose not to withhold retainage.
1. **Reducing the Retainage:** As the Work nears completion and solely at the Engineer's discretion, the Owner may reduce the retainage to an amount more in line with the Work actually remaining.
 2. **Retainage Held Until Final Payment:** The Owner reserves the right to retain all amounts previously withheld or due the Contractor, including liquidated damages, until all Punch List items are complete. However, at Engineer's sole option, Engineer may authorize the release of up to all retained amounts except any liquidated damages and double Engineer's best estimate of the Contractor's cost to complete all remaining Punch List items.
- B. **Interest:** Except for money retained for items not provided or installed in accordance with the Contract Documents, any money retained by the Owner will be placed in an interest-bearing account held by the Owner in its Utah State Treasury Pool. The interest accrued thereon shall be the only interest paid to Contractor on the money retained and will be due and payable to the Contractor when the retained monies are paid.

2.6 PAYMENT PROCEDURES

- A. **Progress Payments:** Contractor shall submit Applications for Payment in accordance with Part 14 of the General Conditions (Document 00 72 00) and Section 01 29 00 (Payment Procedure). Payment will become due or payable only for items provided or installed by Contractor. If required by the Owner, any request or application by the Contractor for a partial payment shall be accompanied and supported by data establishing payment or satisfaction of all Contractor obligations for payroll, bills for materials and equipment, and other indebtedness, with such data establishment to be evidenced by receipts, releases and waivers of lien, arising out of the contract, to the extent and in such form as may be designated as acceptable and satisfactory by the Owner. The Owner may require such data, including but not limited to, and executed, completed

lien waiver and release from all subcontractors, lower-tier subcontractors and suppliers. The submission of these items, if requested by the Owner with the Contractor's application or request for a partial payment shall constitute a condition precedent to the Contractor's right to any such partial payment, and any particular application or request for partial payment submitted without these items, if so requested by the Owner, shall be deemed incomplete.

1. **Withholding Payment:** Owner reserves the right to withhold payment from Contractor for noncompliance with any provision of the Contract Documents.
 2. **Price Adjustments:** Owner will consider making partial payment to the Contractor for certain nonconforming work in advance of any negotiated settlement reached between the Contractor and the Owner, provided the Contractor requests in writing that this be done. Contractor agrees that any such payments made by the Owner are "payments in advance" and that any money which becomes due when the final settlement is negotiated will not constitute payments "withheld" or "retained" under State law.
- B. **Final Payment:** After completion of all Work and Punch List items, Owner shall pay the Contract Price due after deducting therefrom all previous payments, unit price quantity adjustments, penalties, liquidated damages, and other amounts to be retained. All prior progress payments shall be subject to correction in the final payment. The final payment shall not be due and payable until the expiration of 30 days from approval of the request for final payment of Contractor by Engineer and Owner. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Owner to the Contractor when the work has been completed, the contract fully performed, and a final certificate for payment has been issued by the Engineer. Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Owner through the Engineer, (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety to final payment, and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the contract, to the extent and in such form as may be designated by the Owner. If after substantial completion of the work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of change orders affecting final completion, and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or

corrected is less than the retainage stipulated in the contract documents, and if bonds have been furnished, the written consent of the Surety of the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing payments as heretofore set forth, except that it shall not constitute a waiver of claims. The making of final payment shall constitute a waiver of all claims by the Owner except those arising from: (1) unsettled liens; (2) faulty or defective work; (3) failure of the work to comply with the requirements of the contract documents; or (4) terms of any special warranties required by the contract documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final application for payment. All provisions of this agreement, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of final payment.

1. **Submittal:** Final payment shall not be made until the Contractor has delivered and Engineer has accepted all submittals specified in Article 14.8 of the General Conditions (Document 00 72 00).
2. **Owner Released From Claims:** The payment and acceptance of the final Contract Price due and the adjustment and payment for any Work done in accordance with any alterations of the same, shall release the Owner from any and all claims of Contractor on account of Work performed under the Contract Documents or any Modification thereof, except for those claims specifically agreed to as reserved and unresolved by the Owner.

2.7 EXTRA WORK

- A. No money will be paid to the Contractor for any additions, deletions or revisions in the Work as stipulated in Article 10.1 of the General Conditions (Document 00 72 00), unless a contract Modification for such has been made in writing and validly executed by the Owner and Contractor.

PART 3 COVENANTS

3.1 ASSIGNMENT NOT BINDING WITHOUT WRITTEN CONSENT

- A. Owner and Contractor agree no assignment of any right or interest in the Contract Documents will be made without the written consent of the Owner and the Contractor. No assignment will release or discharge the Owner or the Contractor from any duty or responsibility under the Contract Documents unless specifically stated to the contrary in any written consent to an assignment.
- B. Contractor shall make no assignment of money that is due without the Owner's written consent (except to the extent that the effect of this restriction may be limited by Law or Regulation).

3.2 BINDING TERMS

- A. The Agreement, with all its forms, plans, specifications and stipulations, shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

3.3 INDEMNIFICATION

- A. Provisions concerning indemnification are set forth in Article 6.17 of the General Conditions (Document 00 72 00) as modified by Supplemental General Conditions (Document 00 73 00).

3.4 DISPUTE RESOLUTION

- A. **In General:**
 - 1. Unless a decision shall be held by an appropriate court of law to have been procured by fraud or to be arbitrary and capricious or so grossly erroneous as necessarily to imply bad faith, any factual decision made under this Article shall be final and binding in any suit or action arising under this Construction Contract, including any actions by Contractor or others against Owner or any of Owner's agents, consultants, or employees.
 - 2. Compliance with provisions of this Article shall be a condition precedent prior to any legal action by the Contractor or any of Contractor's Subcontractors and Suppliers against Owner or any of Owner's agents, consultants, or employees.
 - 3. The provisions of this Article shall not preclude or limit judicial review of issues of law.

- B. **Disputes Not Related to the Guarantee of the Work:** Any dispute arising under the Construction Contract concerning a question of fact, not related to the guarantee of the Work (Part 13 of the General Conditions (Document 00 72 00)), which is not disposed of by contract Modification shall be decided pursuant to the following procedure.
1. Any decision by Engineer interpreting the requirements of the Contract Documents may be appealed in writing to the Engineer. The Engineer's decision shall be reduced to writing and a copy shall be mailed or otherwise furnished to the Contractor. The decision of Engineer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to Engineer a written appeal to the Owner.
 2. Within 15 days from the receipt of any such appeal, the City Manager shall issue a decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the City Manager shall be final and conclusive unless, within 15 days from the date of receipt of such decision, the Contractor mails or otherwise furnishes to the City a written appeal to a Dispute Committee.
 3. The Dispute Committee shall consist of the Owner's Attorney, the Mayor, and an independent engineer selected by the Owner.
 4. Said Committee shall have authority to investigate the appeal.
 5. The decision of said Committee shall be rendered in writing within 15 days from receipt of the appeal and mailed or otherwise delivered to the Contractor.
 6. The decision of said Committee shall be the final binding interpretation of the facts which are the subject of the appeal.
- C. **Disputes Related to the Guarantee:** Except as otherwise provided by contract Modification, any dispute concerning a question of fact involving or arising out of the guarantee required by the Contract Documents (Article 13.1 of the General Conditions (Document 00 72 00)), which is not disposed of by contract Modification shall be decided pursuant to the provisions of Paragraph 3.4B above.
- D. **Work During Appeal:** Notwithstanding the pendency of any protest or appeal provided above, Contractor shall, if so ordered by Engineer, proceed with the Work under the Contract Documents according to Engineer's direction and according to the decision on any appeal. The existence of a claim or protest shall not excuse Contractor from the

requirements of the Contract Documents, including, but not limited to, the Contract Time.

- E. **Appeals of Termination or Suspension:** Any decision of Owner to terminate or suspend the Work shall not be subject to the provisions of this Article.

3.5 ATTORNEY'S FEES.

- A. In the event that either party institutes any action or proceeding against the other relating to the breach of any term of this agreement, then the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of such action including reasonable attorney fees, incurred therein by the successful party.

3.6 CONTRACTOR'S REPRESENTATIONS.

The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

- A. that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- B. that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- C. that it is authorized to do business in the State of Utah and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;
- D. that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and
- E. that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill and diligence of such a contract.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the work called for hereunder.

3.7 CONTRACT DOCUMENTS.

Contract Documents include the *APWA Manual of Standard Specifications, 2017 Edition*, as amended by Nibley City, published by Utah LTAP Center, Utah State University, and *Manual of Standard Plans, 2017 Edition*, as amended by Nibley City, published by Utah LTAP Center, Utah State University, and those documents included in the term "Contract Documents" as defined therein.

PART 4 EXECUTION

4.1 EFFECTIVE DATE.

A. Owner and Contractor executed this Agreement and declared it in effect as of the _____ day of _____, 20__.

IN WITNESS WHEREOF, we have hereunto set our hands and seal at Nibley, Utah, on the day and year first above written:

NIBLEY CITY, OWNER

By _____
Justin Maughan, City Manager

Attest:

City Recorder

Approved as to form:

City Attorney

[Contractor]

By _____

Its _____

Attest:

By _____

**DOCUMENT 00 55 00
NOTICE TO PROCEED**

Date:

TO: _____
(Contractor)

Project No. _____

ADDRESS: _____

CONTRACT FOR _____
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Time under the above contract will commence to run on _____ 0 ____, 20___. By that date, you are to start performing your obligations under the Contract Documents. The dates of Substantial Completion and Final Completion are _____, 20__ and _____, 20__, respectively.

Before you may start any Work at the Site, you and Owner must each deliver to the other (with copies to Engineer) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the Site, you must

(add other requirements)

Nibley City (OWNER)

(Authorized Signature)

City Manager (Title)

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged:

By: _____, this _____ day of _____, 20__.

By: _____

Title: _____

**DOCUMENT 00 61 13.13
PERFORMANCE BOND**

PART 1 GENERAL

1.1 BOND

- A. Number: _____
- B. Amount: _____
_____ Dollars (\$ _____).

1.2 SURETY

- A. Name: _____
- B. Address: _____

- C. Telephone number: _____
- D. Facsimile number: _____

1.3 CONTRACTOR

- A. Name: _____
- B. Address: _____

- C. Telephone number: _____
- D. Facsimile number: _____

1.4 OWNER

- A. ***Nibley City***

1.5 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as *Ridgeline Park | Phase 1*

1.6 DEFINED TERMS

- A. Terms used in this Performance Bond which are defined in Article 1.1 of the General Conditions will have the meanings indicated in the General Conditions.

PART 2 COVENANTS

2.1 SURETY'S AND CONTRACTOR'S RELATIONSHIP

- A. Surety as surety, and CONTRACTOR as principal, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER as obligee, for the performance of the Construction Contract, whether awarded or about to be awarded.
- B. If CONTRACTOR performs the Construction Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences indicated in Article 2.3.

2.2 NOTICE

- A. Notice to the Surety, the OWNER or the CONTRACTOR shall be sent by certified mail, facsimile, or hand delivered to the address shown on this Bond agreement.
- B. Notices sent as required by paragraph 2.2A shall be effective on the date on which such notice was sent.
- C. Notice may be sent by facsimile. Facsimile notice shall be effective on the date of transmission provided that a confirmation establishing the successful transmission of the notice is sent by first-class mail, postage prepaid, along with a copy of the notice transmitted, no later than twenty-four (24) hours after the facsimile notice is transmitted.
- D. If any notice requires a period of less than seven (7) days for response, the notice shall be sent by facsimile.
- E. If the time for response to any notice expires on a Saturday, Sunday or a legal holiday in the State of Utah, the time shall be extended to the next working day.

2.3 PROCEDURE TO INVOKE SURETY'S OBLIGATION

- A. If the CONTRACTOR fails to perform or to comply with the terms of the Construction Contract, and such failure to perform or to comply has not been waived by the OWNER, the OWNER may notify the CONTRACTOR and the Surety, at their addresses described above, that the OWNER is considering declaring the CONTRACTOR in default.
- B. Before declaring the default, the OWNER shall request and attempt to arrange a conference with the CONTRACTOR and the Surety to be held at a time and place required by the OWNER to discuss methods of performing the Work.
- C. If the CONTRACTOR does not attend the conference or agree to cure any deficiencies in the CONTRACTOR's performance of the Work to the satisfaction of the OWNER, the OWNER may declare the CONTRACTOR in default and formally terminate the CONTRACTOR's right to complete the Work. Such default shall not be declared earlier than 10 days after the CONTRACTOR and the Surety have received notice as provided in article 2.2.
- D. If the Contract with the CONTRACTOR is terminated, the OWNER agrees to pay the unpaid Balance of the Contract Price to the Surety for completion of the Work in accordance with the terms of the Construction Contract or to a contractor selected by the Surety to perform the Work in accordance with the terms of the Construction Contract.

2.4 SURETY'S OPTIONS AT CONTRACTOR TERMINATION

- A. Surety Completes the Work: The Surety may undertake to perform and complete the Work itself, through its agents or through independent contractors.
- B. Surety Obtains Bids or Proposals: The Surety may obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Work.
 - 1. Such bids or proposals shall be prepared by the Surety for execution by the OWNER and the completion contractor selected.
 - 2. Surety shall secure the contract with Performance and Payment Bonds executed by a qualified surety equivalent to this Performance Bond and the Payment Bond (Document 00 61 13.16); and

3. Surety shall pay to the OWNER the amount of damages as described in paragraph 2.6 in excess of the balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR's default.
- C. Surety to Pay OWNER: Surety may determine the amount not to exceed the amount of this bond specified in paragraph 1.1B, for which Surety believes it may be liable to pay, and tender payment therefore to the OWNER. OWNER has sole discretion to accept payment. If the OWNER refuses the payment tendered, or the Surety has denied liability in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

2.5 PROCEDURE FOR OWNER TO DECLARE SURETY IN DEFAULT

- A. The OWNER may declare the Surety to be in default upon the following procedures.
1. The OWNER shall issue an additional written notice to the Surety, after declaring the CONTRACTOR in default as provided in Article 2.3, demanding that the Surety perform its obligations under this Bond.
 2. Surety shall respond to the OWNER within 15 days after receipt of the OWNER's additional notice, either denying the claim or accepting liability and exercising its' options under Article 2.4.

2.6 SURETY'S OBLIGATIONS

- A. After the OWNER has terminated the CONTRACTOR's right to complete the Construction Contract, and if the Surety elects to complete the Construction Contract as provided in Article 2.4, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Construction Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Construction Contract.
- B. To the limit of the amount of this Bond, but subject to commitment by the OWNER to pay all valid and proper payments made to or on behalf of the CONTRACTOR under the Construction Contract, the Surety is obligated, without duplication, for:
1. the responsibilities of the CONTRACTOR for correction of Defective Work and completion of the Construction Contract;

- 2. design professional and delay costs resulting from the CONTRACTOR's default, and resulting from the actions or failure to act of the Surety under article 2.4; and
- 3. liquidated damages which are or may become due for any reason.

2.7 UNRELATED OBLIGATIONS OF THE CONTRACTOR

- A. The Surety and the OWNER shall not be liable to others for obligations of the CONTRACTOR that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or changed on account of any such unrelated obligations.
- B. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

2.8 SURETY WAIVES NOTICE OF ANY CHANGE

- A. Surety hereby waives notice of any change, including changes of Contract Time, Contract Price and scope of Work, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

2.9 VENUE

- A. Any suit or action commenced by OWNER under this Bond shall be for action in a court of competent jurisdiction in the State of Utah.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Surety and CONTRACTOR execute this Bond agreement and declare it to be in effect as of the _____ day of _____, ____.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. Type of organization: _____
(corporation, partnership, individual, etc.)
- B. If CONTRACTOR is a corporation, attach a corporate resolution evidencing CONTRACTOR's authority to sign.
- C. CONTRACTOR's signature: _____
- D. Please print name here: _____

E. Title: _____

F. Notary Acknowledgement: In the County of _____, State of _____, on the _____ day of _____, 20 ____, the foregoing instrument was acknowledged before me.

Notary's signature

3.3 SURETY'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. Attach evidence of Surety's corporate authority to sign.

C. Surety's signature: _____

D. Please print name here: _____

E. Title: _____

F. Notary Acknowledgement: In the County of _____, State of _____, on the _____ day of _____, 20 ____, the foregoing instrument was acknowledged before me.

Notary's signature

END OF DOCUMENT

**DOCUMENT 00 61 13.16
PAYMENT BOND**

PART 1 GENERAL

1.1 BOND

A. Number: _____

B. Amount: _____

_____ Dollars (\$_____).

1.2 SURETY

A. Name: _____

B. Address: _____

C. Telephone number: _____

D. Facsimile number: _____

1.3 CONTRACTOR

A. Name: _____

B. Address: _____

C. Telephone number: _____

D. Facsimile number: _____

1.4 OWNER

A. *Nibley City*

1.5 CONSTRUCTION CONTRACT

A. The Construction Contract is known as *Ridgeline Park | Phase 1*

1.6 DEFINED TERMS

- A. Terms used in this Payment Bond which are defined in article 1.1 of the General Conditions will have the meanings indicated in the General Conditions.

PART 2 COVENANTS

2.1 SURETY'S AND CONTRACTOR'S RELATIONSHIP

- A. Surety as surety, and CONTRACTOR as principal, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER as obligee, for the performance of the Construction Contract, whether awarded or about to be awarded.
- B. If CONTRACTOR performs the Construction Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond.

2.2 NOTICE

- A. Notice to the Surety, the OWNER or the CONTRACTOR shall be sent by certified mail, facsimile, or hand delivered to the address shown on this Bond agreement.
- B. Notices sent as required by paragraph 2.2A shall be effective on the date on which such notice was sent.
- C. Notice may be sent by facsimile. Facsimile notice shall be effective on the date of transmission provided that a confirmation establishing the successful transmission of the notice is sent by first-class mail, postage prepaid, along with a copy of the notice transmitted, no later than twenty-four (24) hours after the facsimile notice is transmitted.
- D. If any notice requires a period of less than seven (7) days for response, the notice shall be sent by facsimile.
- E. If the time for response to any notice expires on a Saturday, Sunday or a legal holiday in the State of Utah, the time shall be extended to the next working day.

2.3 CONDITIONS OF SURETY'S LIABILITY

- A. With respect to the OWNER, this Bond agreement shall be null and void if the CONTRACTOR promptly takes the following actions:

1. promptly makes payment, directly or indirectly, for all sums due Claimants, and
2. defends, indemnifies and saves harmless the OWNER from all claims, demands, Liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Work, provided the OWNER has tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety.

2.4 PROCEDURE TO INVOKE SURETY'S OBLIGATION

- A. **Concerning Claimants who have a Direct Contract with the CONTRACTOR:** The Surety shall have no obligation to Claimants under this Bond who are employed by or have a direct contract with the CONTRACTOR until Claimants have given notice to the Surety at the address shown on this Bond agreement and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- B. **Concerning Claimant who does not have a Direct Contract with the CONTRACTOR:** The Surety shall have no obligation to Claimant under this Bond who does not have a direct contract with the CONTRACTOR until Claimant takes the following actions.
 1. The Claimant shall furnish written notice to the CONTRACTOR and send a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed.
 2. The Claimant shall have either received a rejection in whole or in part from the CONTRACTOR, or not received within 15 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR has indicated the claim will be paid directly or indirectly.
 3. Not having been paid within the above 15 days, the Claimant shall have sent a written notice to the Surety at the address described on this Bond agreement and sent a copy, or notice thereof, to the OWNER stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

2.5 SURETY'S OPTION TO SETTLE CLAIMS

- A. When the Claimant has satisfied the conditions of article 2.4, the Surety shall promptly and at the Surety's expense take the following actions.
1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 2. Pay or arrange for payment of any undisputed amounts.

2.6 SURETY'S OBLIGATION

- A. Surety's total obligations under this bond shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

2.7 USE OF FUNDS

- A. Amounts owed by OWNER to CONTRACTOR under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, against the Performance Bond (Document 00 61 13.13). By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Work are dedicated as follows:
1. The OWNER has first priority to use the funds for the completion of the Work.
 2. The CONTRACTOR and the Surety have second priority to use the funds to satisfy the obligations of the CONTRACTOR and the Surety under this Bond.

2.8 UNRELATED OBLIGATIONS OF THE CONTRACTOR

- A. The Surety and the OWNER shall not be liable to Claimants or others for obligations of the CONTRACTOR that are unrelated to the Construction Contract.
- B. The OWNER shall not be liable for payment of any damages, costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

2.9 SURETY WAIVES NOTICE OF ANY CHANGE

- A. Surety hereby waives notice of any change to the Construction Contract including changes of Contract Time, Contract Price, and scope of Work, or to related subcontracts, purchase orders or other obligations.

2.10 VENUE

- A. Any suit or action commenced by a Claimant under this Bond shall be for action in a court of competent jurisdiction in the State of Utah.

2.11 COPIES OF THIS BOND

- A. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR or OWNER shall promptly furnish a copy of this Bond or shall permit a copy to be made.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Surety and CONTRACTOR executed this Bond agreement and declared it to be in effect as of the _____ day of _____, ____.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. Type of organization: _____
(corporation, partnership, individual, etc.)
- B. If CONTRACTOR is a corporation, attach a corporate resolution evidencing CONTRACTOR's authority to sign.
- C. CONTRACTOR's signature: _____
- D. Please print name here: _____
- E. Title: _____
- F. Notary Acknowledgement: In the County of _____, State of _____, on the _____ day of _____, 20 ____, the foregoing instrument was acknowledged before me.

Notary's signature

3.3 SURETY'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. Attach evidence of Surety's corporate authority to sign.
- B. Surety's signature: _____
- C. Please print name here: _____
- D. Title: _____
- E. Notary Acknowledgement: In the County of _____, State of _____, on the _____ day of _____, 20 ____, the foregoing instrument was acknowledged before me.

Notary's signature

END OF DOCUMENT

**DOCUMENT 00 62 16
CERTIFICATE OF INSURANCE**

PART 1 GENERAL

1.1 PROCEDURE

- A. For filing purposes, add Certificates of Insurance to the Contract Documents following this page.

END OF DOCUMENT

**SECTION 00 62 76
APPLICATION FOR PAYMENT**

Contractor:		To Owner:	Nibley City
Address:		Pay Request No.:	
		Date:	

CONTRACT FOR: *Nibley City Ridgeline Park | Phase 1*

For work accomplished through the dates of _____ through _____

Contract Change Order Summary				Tabulation of Payment	
No.	Approval Date	Amount			
		Additions	Deductions		
				1. Original Contract Price.....	\$ -
				2. Change Orders.....	\$ -
				3. Revised Contract Price (1+2).....	\$ -
				4. Total Value of Work Completed to Date*.....	
				5. Allowance for Materials Stored on this Date*.....	\$ -
				6. Subtotal (4+5).....	\$ -
				7. Previously earned by Contractor (Prev. #6).....	\$ -
				8. Value of Work Completed this Period (6-7).....	\$ -
				9. Retainage Held Prior to this Payment (Prev. #11)...	\$ -
				10. Retainage to be Held from this Payment (% of 8)..	\$ -
				11. Total Retainage to be Held (9+10).....	\$ -
Totals		\$ -	\$ -	12. Payment Due Contractor this Period (8-10).....	\$ -
Net Change			\$ -		

*Detailed breakdown on attached continuation sheet

Contract Time		
Original Contract Time (Days)	_____	On Schedule
Revisions	_____	Yes No
Remaining Time (Days)	_____	Starting Date: Completion Date:

ACCEPTED BY CONTRACTOR:

By: _____

Date: _____

ENGINEER'S CERTIFICATION:

The undersigned certifies that work has been inspected and, to the best of their knowledge and belief, the quantities shown on this estimate are correct and the work has been performed in accordance with the contract documents.

APPROVED BY OWNER

By: _____

Date: _____

APPROVED BY ENGINEER

By: _____

Date: _____

**DOCUMENT 00 63 36
FIELD ORDER**

DATED:

OWNER: Nibley City
Address: 455 West 3200 South
Nibley, UT 84321

CONTRACTOR:
Address:

PROJECT: *Nibley City Ridgeline Park | Phase 1*

ENGINEER:

This Field Order provides for:

- 1. Reason for Change:
- 2. Description of Change:
- 3. Corrective Action:
- 4. Disposition:

The undersigned hereby proposes and agrees to furnish any and all labor, material, equipment, etc. in strict accordance with the requirements of the original contract documents except as specifically above noted or otherwise required in connection with the above proposed change. The original contract documents remain in full force and effect except as specifically modified herein.

The City and the Contractor hereby agree that the compensation set forth in this Change Order shall comprise the total direct and indirect costs due to Contractor for the work or changes defined in the Change Order.

ACCEPTED: _____ Date: _____
Inspector

APPROVED: _____ Date: _____
City Engineer

**DOCUMENT 00 63 49
WORK DIRECTIVE CHANGE**

NO.:

PROJECT: DATE OF ISSUANCE: _____

OWNER: Nibley City

CONTRACTOR: _____

CONTRACT FOR: _____

ENGINEER: _____

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Change Order:

Attachments: (list documents supporting change)

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

- Time and materials
- Unit prices
- Cost plus fixed fee
- Other

Estimated increase(decrease) in Contract Price:

\$ _____

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Method of determining change in Contract Time:

- Contractor's records
- Engineer's records
- Other

Estimated increase / decrease in Contract Time:

_____ days. If the change involves an increase, the estimated time is not to be exceeded without further authorization.

RECOMMENDED:

by _____

Engineer

AUTHORIZED:

by _____

Owner

**DOCUMENT 00 63 63
CHANGE ORDER**

DATED: _____
 CONTRACTOR: _____
 Address: _____

Change Order No.: _____

PROJECT: **Nibley City Ridgeline Park | Phase 1** Original Contract Amount: _____
 OWNER: Nibley City

In preparing change orders, show in order as separate numbered paragraphs:
 1. Reason for change 2. Description of change 3. Change in contract cost 4. Change in contract time

This Change order provides for:

- 1 Reason for change:
- 2 Description of change:
- 3 Change in contract cost:

Item #	Description of Changes	Quantity	Unit	Unit Price	Decrease in Contract Amount	Increase in Contract Amount
						\$ -
						\$ -
						\$ -
	Subtotals:				\$ -	\$ -
Net Change in Contract Price:						\$ -

The amount of the contract will be increased decreased by the sum of: _____
 \$ - DOLLARS

 The contract total including this and previous change orders will be: _____
 \$ - DOLLARS

4 Change in Contract time: + Increase - Decrease 0 Days
 New Completion Date: _____

The undersigned hereby proposes and agrees to furnish any and all labor, material, equipment, etc. in strict accordance with the requirements of the original contract documents except as specifically above noted or otherwise required in connection with the above proposed change. The original contract documents remain in full force and effect except as specifically modified herein.

The City and the Contractor hereby agree that the compensation set forth in this Change Order shall comprise the total direct and indirect costs due to Contractor for the work or changes defined in the Change Order.

APPROVED BY: _____ Date: _____
Contractor

APPROVED BY: _____ Date: _____
City Engineer

This document shall become a supplement to the Contract and all provisions will apply thereto.

**DOCUMENT 00 65 16
CERTIFICATE OF SUBSTANTIAL COMPLETION**

DATED:

OWNER: NIBLEY CITY

TO: CONTRACTOR
Address:

PROJECT: Ridgeline Park | Phase 1

ENGINEER:

The Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on _____ [DATE] _____.

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by Contractor within _____ days of the above date of Substantial Completion.

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents.

CITY ENGINEER: _____
(Signature)

Date: _____

WATER DEPARTMENT: _____
(Signature)

Date: _____

CONTRACTOR's Representative: _____
(Signature)

Date: _____

DOCUMENT 00 65 19
NOTICE OF FINAL ACCEPTANCE

CONTRACTOR:

Address:

PROJECT: Ridgeline Park | Phase 1**OWNER: NIBLEY CITY**

A final acceptance of the WORK completed under the Contract indicated above has been made and all WORK has been found to be completed. All known changes to the WORK have been documented and approved at this time and to the best of our knowledge, information and belief. The WORK required by this Contract has been performed and completed in accordance with the approved DRAWINGS, SPECIFICATIONS and other CONTRACT DOCUMENTS. Final payment for the Contract has therefore been requested and should follow shortly.

Thank you for your effort and cooperation towards the successful completion of this WORK.

ENGINEER: _____
(Signature)

Date: _____

OWNER's Representative: _____
(Signature)

Date: _____

**SECTION 00 65 19.16
WAIVER OF LIEN**

FOR VALUABLE CONSIDERATION, the sufficiency of receipt of which is acknowledged, the undersigned acknowledges payment in full, including all approved change orders for which _____ of _____ has received payment, but excluding pending change order requests, or otherwise provided below and waives and releases any and all liens or claim or right and other rights afforded by law to protect unpaid subcontractors, laborers and suppliers of machinery tools, equipment, materials, supplies, services and other items used in construction against the project known as _____ located at _____ and against the Owner.

THIS RELEASE is effective for all labor, tools equipment, supplies, services and the like furnished up to and including the _____ day of _____, 20____ (excluding retainage withheld, if any) in the amount of \$_____.

THIS RELEASE and the representations made above are made with the intent that the Project Owner or any other party who or whose property might be liable for any claims of the undersigned party may rely on the language of this instrument.

EXECUTED THIS _____ day of _____, 20____.

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

COMPANY NAME

BY

PRINTED NAME

TITLE

On this _____ day of _____, 20____, personally appeared before me, a Notary Public, in and for said County and State, _____, known to me to be the person(s) described within. The person(s) described within executed the foregoing instrument, and duly acknowledged to me that s/he (they) executed the same, freely and voluntarily, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above mentioned.

NOTARY PUBLIC

DOCUMENT 00 73 00 SUPPLEMENTAL GENERAL CONDITIONS

The following supplements modify, change, delete from, and add to the Agreement between Owner and Contractor. Where any portion of the Agreement between Owner and Contractor is modified or any paragraph, subparagraph, or clause is modified or deleted by these supplements or conditions, the unaltered provisions shall remain in effect.

PART 1 GENERAL

Add the following new subparagraph 1.1 A.61 **Knowledge and Associated Terms:** The terms “knowledge,” “known,” “recognize,” and “discovered” their respective directives and similar terms in the Contract Documents as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knew (or should have known), recognized (or should have recognized), and discovered (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expressions reasonably inferable on similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by the Contractor familiar with the project in exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

PART 2 PRELIMINARY MATTERS

Replace paragraph 2.2 with the following: Owner shall not furnish to Contractor copies of published Contract Documents such as the Manual of Standard Plans and Manual of Standard Specifications. Such documents may be purchased separately by Contractor. Owner may furnish to Contractor up to five (5) copies of the Contract Documents (specifically excluding the published Contract Documents described above). Additional copies may be purchased from Engineer.

Replace subparagraph 2.5 C with the following: **Field Office.** Contractor is not required to establish and maintain a field office in such a location so that Engineer may contact Contractor during reasonable times for transmittal of Plans, instructions, and determinations of project information. Contractor shall designate two (2) representatives who are acceptable to Owner and Engineer, who is available at all times by cellular phone for instructions and determination of project information.

PART 5 BONDS AND INSURANCE

Replace 5.1 A with the following:

- A. Prior to or contemporaneously with Owner’s executing the Agreement, Contractor shall file with the Owner a good and sufficient performance Bond and a payment Bond that meets all statutory requirements of the State of Utah in the amount of the Contract Price and all subsequent increases.
- B. The payment Bond and performance Bond shall be substantively in the form attached hereto (Documents 00 61 00 and 00 62 00) and shall be executed by the Contractor and secured by a company that is acceptable to Owner and Engineer and regularly authorized to do a general surety business in the State of Utah and named in the current list of Companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in current Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department, with an underwriting limitation equal to or greater than the Contract Price which the Bond guarantees or with a current “A-“ rating or better in A.M. Best Co., Best Insurance Reports, Property and Casualty Edition.
- C. The performance Bond and payment Bond shall guarantee the faithful performance of the Work and payment of all labor and materials. They shall inure by their terms to the benefit of the Owner. Neither this nor any other provision requiring the performance Bond and payment Bond shall be construed to create any rights in any third-party Claimant as against the Owner for performance of the Work under the Construction Contract.

Replace 5.2 A with the following:

- A. The Contractor shall, for the protection and benefit of the Indemnitees and the Contractor and as part of the Contractor’s efforts to satisfy the obligations set forth herein, procure, pay for, and maintain in full force and effect, at all times during the performance of the Work until final acceptance of the Work or for such duration as required, policies of insurance issued by a responsible carrier or carriers acceptable to the Owner, and in form and substance reasonably satisfactory to the Owner, which afford the following coverages:
 - 1. Comprehensive General and Automobile Liability Insurance, including completed operations, blanket contractual and broad form property damage coverage, with the following minimum limits:

Personal Injury Liability	\$2,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence; \$2,000,000 aggregate
Worker’s Compensation	as required by Utah statute

2. All such insurance shall be written on an occurrence basis. Information concerning reduction of coverage shall be furnished by the Contractor promptly.
3. All policies and Certificates of Insurance shall expressly provide that no less than thirty (30) days' prior written notice shall be given the Owner in the event of material alteration, cancellation, nonrenewal, or expiration of the coverage contained in such policy or evidenced by such certified copy or Certificate of Insurance.
4. In no event shall any failure of the Owner to receive certified copies or certificates of policies as provided herein be construed as a waiver by the Owner or the Engineer of the Contractor's obligations to obtain insurance pursuant to the provision hereof. The obligation to procure and maintain any insurance required herein is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.
5. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Contractor shall supply the Owner with Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, the Contractor shall also furnish the Owner with a certified copy of the renewal or replacement policy unless the Owner provides the Contractor with prior written consent to submit only a Certificate of Insurance for any such policy. All renewal and replacement policies shall be in form and substance satisfactory to the Owner and written by carriers acceptable to the Owner.
6. The Contractor shall cause each Subcontractor to (i) procure insurance reasonably satisfactory to the Owner and (ii) name the Indemnitees as additional insureds under the Subcontractor's comprehensive general liability policy. The additional insured endorsement included on the Subcontractor's comprehensive general liability policy shall state that coverage is afforded the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance.

PART 6 CONTRACTOR'S RESPONSIBILITIES

Add the following new subparagraph 6.8 C: Contractor shall insure strict compliance with the requirements of UTAH CODE ANN. § 34-30-1 through 14 and § 34-30-1. Further, if the provisions of UTAH CODE ANN. § 34-30-1 are not complied with, this Agreement shall be void.

Replace the first sentence of paragraph 6.14 B with the following: **Shop Drawings.** Contractor shall submit shop drawings to Engineer for review and approval in accordance with the acceptable schedule of submissions (see paragraph 2.7 A).

Add the following after the word "agents" in the second line of paragraph 6.17 A: elected officials, appointed officials, officers, volunteers.

Add the following after the word "agent" in the second line of paragraph 6.17 B: elected officials, appointed officials, officers, volunteers.

NIBLEY CITY

Ridgeline Park | Phase 1

PROJECT SPECIFICATIONS

SUPPLEMENTAL SPECIFICATIONS

PROJECT SPECIAL PROVISIONS

SUPPLEMENTAL SPECIFICATION**SECTION 01 11 13
SUMMARY OF WORK**

PART 1 GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work of this Construction Contract ***comprises work under any, all, or any number of the schedules described in the Contract Documents as awarded to the Contractor.***

1.2 CONTRACT METHOD

- A. Construct the Work under a single unit price contract.
- B. Employ subcontractor[s] assigned by OWNER for: ***Not Applicable***
- C. Relations and responsibilities between CONTRACTOR and any Subcontractors assigned by OWNER shall be as defined in the Conditions of the Contract. Assigned Subcontractors shall, in addition:
1. Furnish to CONTRACTOR bonds covering faithful performance of subcontracted work and payment of all obligations there under [when CONTRACTOR is required to furnish such bonds to owner.]
 2. Purchase and maintain liability insurance to protect CONTRACTOR from claims for not less than the limits of liability which CONTRACTOR is required to provide to OWNER.

1.3 WORK BY OTHERS

- A. Work of the Project [which will be] executed prior to start of Work of this Construction Contract, and which is specifically excluded from this Contract:
- Not Applicable***
- B. Work of the Project which will be executed during or after completion of Work of this Construction Contract, and which is specifically excluded from this Contract:
- 1) ***Supplying and Installing Playground Equipment.***
 - 2) ***Supplying and Installing Engineered Wood Fiber***

Surfacing for Playground and Bouldering Area.

1.4 FUTURE WORK

A. ***Not Applicable***

1.5 WORK SEQUENCE

A. Liquidated Damages: Article 2.4 of the Agreement (Document 00 52 43).

1.6 CONTRACTOR USE OF PREMISES

A. CONTRACTOR shall limit use of premises [for Work, for storage, and for access,] to allow:

1. Residential Access

B. Coordinate use of premises under direction of OWNER.

C. Assume full responsibility for protection and safekeeping of products under this Construction Contract.

D. Obtain and pay for use of additional storage or work areas needed for operations under this Construction Contract.

1.7 OWNER OCCUPANCY

A. ***Not Applicable***

1.8 PARTIAL OWNER UTILIZATION

A. ***Not Applicable***

1.9 PRE-ORDERED PRODUCTS

A. ***Not Applicable***

1.10 OWNER-FURNISHED PRODUCTS

A. ***Not Applicable***

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF DOCUMENT

SUPPLEMENTAL SPECIFICATION**SECTION 01 14 00
WORK RESTRICTIONS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Conditions affecting construction.

1.2 PROJECT COORDINATION

- A. CONTRACTOR is responsible for the coordination of all the work, whether performed by his own personnel, subcontractors, or others.

1.3 SAFETY REGULATIONS

- A. CONTRACTOR shall be responsible to ensure that all excavation and construction of this project shall be in compliance with OSHA, state, and local safety regulations.

1.4 CLEANUP

- A. Upon completion of construction, all scraps of lumber, forms, steel, wire, concrete materials, excess concrete spills, rocks, debris, excavation material, asphalt, etc., shall be removed from the area and disposed of by CONTRACTOR.

1.5 CONTRACT DRAWINGS

- A. Where CONTRACTOR bases his bid upon quantities scaled from Contract Drawings, he shall verify true scale with ENGINEER prior to submitting his bid when scale is not shown or unclear.

1.6 INTERFERING STRUCTURES AND UTILITIES

- A. CONTRACTOR shall exercise all possible caution to prevent damage to existing structures and utilities, whether above ground or underground. CONTRACTOR shall notify all utility companies concerned at least one week in advance of construction operations in which a utility's facilities may be involved. CONTRACTOR shall be responsible for coordination with utility companies for acceptable relocation methods (permanent or temporary) for the construction of this project. This shall include, but not be limited to, irrigation, water, telephone, cable, electric, and gas.

- B. CONTRACTOR shall pothole utilities as necessary to determine potential utility conflicts. "Down time" or waiting for engineering evaluation of utility conflicts or grade issues, as well as modifications to existing utilities, shall be borne by CONTRACTOR without any additional costs to the OWNER or ENGINEER.
- C. Any property or utilities damaged by the work shall be repaired or replaced in a condition equal to or better than the condition prior to the damage. Such repair or replacement shall be accomplished at CONTRACTOR's expense without additional compensation from the OWNER or ENGINEER.
- D. All restorations made to utilities shall be inspected and approved by an authorized representative of the utility before being concealed by backfill or other Work

1.7 CONSTRUCTION SURVEYING

- A. CONTRACTOR shall be responsible for all construction surveying on the project. CONTRACTOR shall preserve benchmarks and reference points. In the case of the destruction of an established benchmark or reference point, CONTRACTOR will be charged with the resulting relocation expense and shall be responsible for any mistakes that may be caused by their loss or disturbance.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SUPPLEMENTAL SPECIFICATION**SECTION 01 43 00
QUALITY ASSURANCE**

Add Paragraph 1.6, Inspection and Testing Laboratory Services, and 1.7, Manufacturers' Field Services and Reports, as follows:

1.6 INSPECTION AND TESTING LABORATORY SERVICES

- A. CONTRACTOR shall employ and pay for the services of a qualified independent testing consultant, approved by the OWNER, to perform specified services for the testing of:

Soils Compaction Control
Concrete Control

Material Aggregate Control
Paving and Asphalt Surfacing Control

- B. Inspections, tests, and other services specified in individual specification Sections will be accomplished under the direction of ENGINEER.
- C. Reports will be submitted through ENGINEER in accordance with Section 01 35 10, in duplicate except as noted otherwise in Section 01 33 00, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
- E. Notify Engineer 48 hours prior to expected time for testing operations. Make arrangements with independent firm to perform quality control services. Provide Firm SOQ to OWNER for acceptance and approval prior to work. OWNER may request alternate testing firm at any time during project work as deemed solely necessary by OWNER at no additional cost to OWNER.
- F. Retesting required because of non-conformance to specified requirements shall be performed under the direction of ENGINEER. Payment for retesting will be borne by CONTRACTOR.

1.7 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.

- B. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Submit report in duplicate within 30 days of observation to ENGINEER for review.

END OF SECTION

SUPPLEMENTAL SPECIFICATION
SECTION 01 45 00
QUALITY CONTROL

This specification changes a portion of Section 01 45 00 of the Manual of Standard Specifications, 2017 Edition. All other provisions of the Section remain in full force and effect.

Add the following Article to Part 1.

1.7 QUALITY CONTROL PROGRAM

- A. **Quality Control Program:** Provide a quality control program which includes procedures and organization so equipment, workmanship, fabrication, construction, operations, and inspections comply with the Contract Documents.
- B. **Quality Control Program Manager Qualifications:**
1. Not CONTRACTOR's work or site superintendent.
 2. Quality control experience with projects of similar type and magnitude.
 3. Authorized as CONTRACTOR's representative for all quality control and quality assurance matters.
- C. **Quality Control Program Manager Responsibilities:**
1. Manage and supervise quality control plan and quality control surveillance personnel.
 2. Verify that testing procedures comply with contract requirements.
 3. Verify that facilities and testing equipment are available and comply with testing standards.
 4. Check test instrument calibration data against certified standards.
 5. Verify that recording forms, including all the documentation requirements, have been prepared.
 6. Prepare copies of each test result with all necessary data recorded and with documentation and computations compiled.
 7. Provide more testing, if, in ENGINEER's opinion, work is not being adequately controlled.
 8. Immediately report any non-compliance of materials and mixes to ENGINEER and CONTRACTOR.
 9. When an out-of-tolerance condition exists, perform additional control testing until tolerance is attained.
 10. Correlate CONTRACTOR's assurance testing program (Section 01 43 00) with ENGINEER's acceptance testing program (Section 01

35 10).

END OF SECTION

SUPPLEMENTAL SPECIFICATION**SECTION 01 76 00
PROTECTION AND RESTORATION OF EXISTING FACILITIES**

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. This section is intended to include requirements associated with protection and restoration of existing facilities such as underground facilities and surface improvements.

1.2 NOTIFICATION OF UTILITIES

- A. Utilities are to be contacted by CONTRACTOR prior to any excavation activities requesting locations on underground utilities.

1.3 INTERRUPTION TO UTILITIES

- A. Any underground facilities located by utilities or indicated in Contract Documents shall be treated according to paragraph 4.3.A of General Conditions.
- B. Any underground facilities not located by utilities and not indicated in Contract Documents shall be treated according to paragraph 4.3.B of General Conditions.
- C. Exact locations and depths of all underground utilities shall be verified, by uncovering, prior to commencing any Work activities. When such exploratory excavations show the underground utility locations as indicated in Contract Documents to be in error, the CONTRACTOR shall so notify the ENGINEER in writing.
- D. Where utilities are to be relocated, CONTRACTOR shall make proper application and notify ENGINEER of specified time and conditions of necessitated Work.
- E. All restorations made to utilities shall be inspected and approved by an authorized representative of the utility before being concealed by backfill or other Work.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

END OF SECTION

**SECTION 32 40 01
SITE FURNISHINGS**

**APWA STANDARD SPECIFICATIONS ARE HEREBY AMENDED TO
INCLUDE THE FOLLOWING:**

PART 1 - GENERAL

1.1 SCOPE OF WORK

The work under this Section shall consist of furnishing all labor, materials, and incidentals to install the following site furnishings complete in place and ready for intended use in accordance with the manufacturer's specifications, these specifications and the project plans. All site furnishings listed below are to be "or approved equal". Exact models and suppliers represent the desired quality, look, and character of the individual elements included in this specification.

- A. Playground Equipment (N.I.C.)
- B. Iconic Feature 1
- C. Iconic Feature 2
- D. Cortez CXT Restroom
- E. 20' Dia. Pavilion
- F. 30' Dia. Pavilion
- G. Colossus Boulder
- H. Kalispell Boulder
- I. Corn Hole
- J. 9 Square
- K. Gaga Pit
- L. Picnic Table
- M. Bench
- N. Trash Receptacle
- O. Artificial Turf
- P. Engineered Wood Fiber Surfacing (N.I.C.)

1.2 SUBMITTALS

- A. Submit full product data and technical information on all furnishings to be installed.

PART 2 - PRODUCTS

2.1 GENERAL

The materials specifications are based on the proprietary products in order to establish a standard of quality and installation procedures. Other manufacturers meeting or exceeding the quality standards of the specified product may be submitted for approval. All shop drawings, material samples, and color samples shall be submitted for review and approval.

- A. Playground: Sonntag Recreation playground equipment shown per plan.
 - 1. Colors and Finishes: As selected by Owner.
 - 2. Install per manufacturer's specifications and in compliance with national and city standards.
 - 3. Playground equipment to be provided and installed by Owner (N.I.C.).

- B. Iconic Feature 1: Wooden Silo.
 - 1. Contractor to find existing structure similar in nature and size to representative image shown in plans as approved by Owner.
 - 2. Colors and Finishes: As selected by Owner.
 - 3. Contractor to provide structural drawings for footing.

- C. Iconic Feature 2: Outdoor Water Solutions – Large Wooden Windmill.
 - 1. Stain and Finish: As selected by Owner.
 - 2. Install per manufacturer's instructions.

- D. Cortez CXT Restroom
 - 1. Install per manufacturer's instructions.
 - 2. Contractor to acquire full set of construction documents prior to installation.
 - 3. Colors and Finishes: As selected by Owner.

- E. 20' Dia. Pavilion
 - 1. Steel posts, powdercoated: color as selected by Owner.
 - 2. Corrugated galvanized metal circular top with standing seam galvanized metal roof reminiscent of actual grain silo.
 - 3. Install per manufacturer's instructions.

- F. 30' Dia. Pavilion

1. Steel posts, powdercoated: color as selected by Owner.
 2. Corrugated galvanized metal circular top with standing seam galvanized metal roof reminiscent of actual grain silo.
 3. Install per manufacturer's instructions.
- G. Colossus Boulder (N.I.C.)
1. Owner to approve custom color/finish .
 2. Install per manufacturer's specifications.
- H. Kalispell Boulder (N.I.C.)
1. Owner to approve custom color.
 2. Install per manufacturer's specifications.
- I. Corn Hole: Doty & Sons Concrete Products Model #BYOB5531.
1. Color as selected by owner.
- J. 9 Square: Independence Design Group's Heavy Duty 9 Square in the Air!: Playground Edition.
1. Color and Finish: To be determined by owner.
- K. Gaga Pit: Sports Resource Group's Prowall Gaga Pit
1. Color: To be determined by owner.
 2. Mounting: Surface mount.
- L. Picnic Table: Smith Steelworks 6' Classic Picnic Table
1. Square Frame
 2. Material: Steel
 3. Color: Corten powder coat.
 4. Mounting: Surface mount.
- M. Bench: Smith Steelworks 6' Classic Bench.
1. Bench with back and arms and horizontal slats.
 2. Mounting: Surface Mount.
 3. Color: Corten powder coat.
- N. Trash Receptacle: Smith Steelworks Classic Flare Trash Receptacle.
1. 32 Gallon.
 2. Slat with Liner & Flat Top Lid, Color: As Selected by Owner.
 3. Mounting: Surface Mount.
 4. Color: Corten powder coat.
- O. Artificial Turf: Rocky Mountain Go Play Turf.
1. Color: Field Green/Jute.
- P. Engineered Wood Fiber Surfacing (N.I.C.)

1. 100% virgin wood fiber manufactured to meet International Play Equipment Manufacturer's Association (IPEMA) and ASTM standards and specifications for playground surfacing.
2. Includes a 10 year limited warranty.
3. Min. 12" depth.

PART 3- EXECUTION

3.1 INSTALLATION

- A. Install all components at locations shown on Drawings properly aligned and spaced, plumbed vertically, complete, and ready for use.
- B. Install all components in accordance with manufacturer's instructions.
- C. If the manufacturer recommends anchoring or footing details, submit copies of the details to the City for review and approval prior to construction.

3.2 SELECTED MANUFACTURERS

- A. Sonntag Recreation
4245 Panorama Circle
Holladay, UT 84124
Phone: (801) 278-9797
Contact: Jeremiah Webb, (801) 808-2241
- B. As proposed by Contractor and approved by Owner.
- C. Outdoor Water Solutions, Inc.
1856 Fed X Drive
Springdale, AR 72764
Phone: (866) 471-1614
- D. LB Foster CXT Products
415 Holiday Drive, Suite 100
Pittsburgh, PA 15220
Phone: (412) 928-3400
Contact: Kurt Mee, (303) 552-1843
- E. Big T Recreation
11618 S State St #1602
Draper, UT 84020
Contact: Taft Egan, (801) 808-5006
- F. Big T Recreation

11618 S State St #1602
Draper, UT 84020
Contact: Taft Egan, (801) 808-5006

- G. ID Sculpture
591 S Boulevard St
Gunnison, CO 81230
Phone: (970) 641-1747
Contact: Jason MacMillan, (970) 641-1747
- H. ID Sculpture
591 S Boulevard St
Gunnison, CO 81230
Phone (970) 641-1747
Contact: Jason MacMillan, (970) 641-1747
- I. Doty & Sons Concrete Products
1275 E State St
Sycamore, IL 30178
Phone: 1 (800) 233-3907
- J. 9 Square in the Air!
14248 F Manchester Road, Suite 125
Manchester, MO 63011
Phone: (877) 672-3938
- K. Sports Resource Group
6885 Washington Ave. S.
Edina, MN 55439
Phone: (888) 808-7465
- L. Smith Steel Works
270 W 500 S
Spanish Fork, UT 84660
Phone: (385) 225-4644
Contact: Russell Smith, (801) 414-1724
- M. Smith Steel Works
270 W 500 S
Spanish Fork, UT 84660
(385) 225-4644
Contact: Russell Smith, (801) 414-1724
- N. Smith Steel Works
270 W 500 S
Spanish Fork, UT 84660
(385) 225-4644

Contact: Russell Smith, (801) 414-1724

O. Rocky Mountain Turf
226 W 12650 S
Draper, UT 84020
(801) 808-0015

P. Sonntag Recreation
4245 Panorama Circle
Holladay, UT 84124
Phone: (801) 278-9797
Contact: Jeremiah Webb, (801) 808-2241

END OF SECTION

SECTION 32 84 00 UNDERGROUND IRRIGATION SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Supplemental General Conditions and Special Provisions, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Trenching and stockpiling excavation materials and refilling trenches.
 - 2. Installation of complete irrigation system including but not limited to point of connection, meter, filters, piping, valves, fittings, emitters, controllers, and wiring and final adjustments to insure complete coverage.
 - 3. Water connections.
 - 4. Clean up, inspection, and approval.
 - 5. Testing.
- B. Related Sections include the following:
 - 1. Section 32 92 00 Turf and Grasses
 - 2. Section 32 93 01 Exterior Plants

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.
- C. Mainline: The system of pipes that carry water from the Point of Connection (POC) to the valves.
- D. Lateral Lines: The system of pipes that carry the water from the valves to the sprinkler heads or emitters.

- E. Point of Connection (POC): The point at which the Contractor will tie into the water supply.
- F. Water Supply: Culinary or secondary piping and components furnished and installed
- G. by others to provide irrigation water to the Project.

1.4 SUBMITTALS

- A. Product Data: Manufacturer's cut sheets for each type of product indicated.
- B. As-Built Drawings: Red-lined plan layout and details illustrating mainline and lateral lines location, size, and assembly. Include type and coverage of heads, type of valves, controllers, fittings and accessories.
- C. Operation and Maintenance Data:
 - 1. Instructions covering full operation, care, and maintenance of system and controls and manufacturer's printed literature on operation and of system. Include winterizing, controller program worksheet, and annual service and scheduling calendar based on local site specific conditions.
 - 2. Instruct maintenance personnel in proper adjustment of sprinkler heads and use of special tools for adjustments.
 - 3. Provide one controller chart for each automatic controller installed.
 - a. Show area covered by each controller on print of "as-built" system.
 - b. Identify area of coverage of each remote control valve, using a distinctively different color, drawing over the entire area of coverage.
 - c. Hermetically seal charts between two layers of 20 mm thick plastic.
 - d. Complete charts and review prior to final review of irrigation system.
- D. Keys:
 - 1. Quick Coupler Key: Quick Coupler Key with Swivel Head for operation of quick couplers.
 - 2. Stop and Waste Valve Key: "T" handle, rigid steel, 5 ft long minimum, key end to fit the stop and waste valve nut.
 - 3. Gate Valve Key: "T" handle, rigid steel, 5 ft long minimum, square nut end to fit the gate valve nut.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, unload, store, and handle materials, packaging, bundling, and products in dry, weatherproof, waterproof condition in manner to prevent damage, breakage, deterioration, intrusion, ignition and vandalism. Deliver in original unopened packaging containers prominently displaying manufacturer name, volume, quantity, contents, instructions, and conformance to local, state and federal law. Remove and replace cracked, broken or contaminated items or elements prematurely exposed to moisture, inclement weather, temperature extremes, fire and/or jobsite damage.
- B. Storage:
 - 1. Protect materials from damage and prolonged exposure to sunlight. Materials shall be stored in areas designated by the Owner.
- C. Handling:
 - 1. Materials: Except for bulk deliveries, materials shall not be dropped or dumped from vehicles. All material shall be handled by Contractor with care to avoid breakage or damage. Damaged materials attributed to the Contractor shall be replaced with new material at the Contractor's expense.
 - 2. Handling of PVC Pipe - Exercise care in handling, loading, and storing of PVC pipe. Transport all PVC pipe in a vehicle that allows length of pipe to lie flat so as not to subject it to undue bending or concentrated external loads. Discard all sections of pipe that have been dented or damaged and, if installed, replace with new piping at the Contractor's expense.

1.6 SCHEDULING

- A. The Contractor shall familiarize himself with all hazards and utilities prior to work commencement. Install sleeving prior to installation of concrete, paving or other permanent site elements. Irrigation system Point of Connection components, backflow prevention or filtration, and pressure regulation devices shall be installed and operational prior to all downstream components. All main lines shall be thoroughly flushed of all debris prior to installation of Remote Control Valves. All lateral lines shall be thoroughly flushed of all debris prior to installation of any sprinkler heads. Irrigation Contractor shall be required to submit detailed Construction Schedule to Owner prior to commencement. Schedule shall be updated weekly.

- B. Contractor shall schedule and organize work to minimize impact on project usage during public hours. Contractor shall confine work efforts to areas or zones which he can reasonably fence or protect, rather than spreading out trenching or other tasks across large areas of the site. Contractor shall schedule his work to reduce or eliminate open trenches at the end of each work day.
- C. Weather Limitations: Proceed with irrigation installation only when existing and forecasted weather conditions permit.

PART 2 - PRODUCTS

2.1 PIPES AND FITTINGS

- A. Types of Pipes:
 - 1. Supply Line – from Point of Connection through backflow preventer or filter – galvanized pipe as detailed.
 - 2. Mainline 3” or smaller – downstream of POC – Schedule 40 PVC.
 - 3. Mainline 4” or larger – downstream of POC - Class 200 PVC.
 - 4. Lateral – Schedule 40 PVC.
 - 5. Drip Tubing – Rain Bird SPX-FLEX swing pipe from pvc lateral to drip emitter (see details).
- B. Pipe
 - 1. Plastic Pipe Sch. 40 PVC – Identify all pipes with following indelible markings:
 - a. Manufacturer’s name.
 - b. Nominal pipe size.
 - c. Schedule of class.
 - d. Pressure rating psi.
 - e. National Sanitation Foundation (NSF) seal of approval.
 - f. Date of extrusion.
- C. Types of Fittings:
 - 1. Mainline Fittings smaller than 3” – Schedule 80 PVC.
 - 2. Mainline Fittings 3” or larger – Harco ductile iron (restrain per manufacturer’s recommendations).
 - 3. Lateral Fittings – Schedule 40 PVC.
 - 4. Drip Fittings – Barbed insert type fittings

2.2 VALVES

- A. Stop & Waste Valve – Per Plans.

- B. Mainline Isolation Valve – Per Plans.
- C. Master Valve – Per Plans.
- D. Flow Sensor – Per Plans.
- E. Manifold Isolation Valve – Per Plans.
- F. Remote Control Valve(s) – Per Plans.
- G. Manual Drain Valve – Per Plans.

2.3 BACKFLOW PREVENTER

- A. Reduced Pressure Backflow Assembly – Per Plans.
- B. Install in Aluminum VIT Strong Box Enclosure.

2.4 AUTOMATIC FILTER

- A. Automatic Flushing Filter – Per Plans.
- B. Install in Aluminum VIT Strong Box Enclosure.

2.5 PHYSICAL DISCONNECT

- A. Alternate Water Source Connection – Per Nibley City.

2.6 AUTOMATIC CONTROLLER

- A. Hydro Point WTPRO3-C-H2O48-SWM – Coordinate with Nibley City.

2.7 PUMP

- A. Rain Bird Low Profile Pump Station.

2.8 DRIPLINE

- A. Per Plans.

2.9 VALVE BOX

- A. Install control valves in manifolds/boxes per Nibley City standards.

- B. Use round valve box for quick coupler. Boxes and lids in lawn areas shall be **GREEN** in color. Boxes and lids in Bark and Rock Mulch areas shall be **TAN** in color.

2.10 WIRE

- A. Wire connecting valves to the automatic controller shall be Rain Master TW-CAB-14 wire. Two-conductor, 14-gauge, solid-core copper wire, double-jacketed insulation manufactured of high-density, sunlight-resistant polyethylene or UF-B UL PVC with a minimum wall thickness of .060" (1.5mm). A protective outer sheath must be manufactured of polyethylene or PVC material conforming to ICEA S-GL-402 or NEMA WC5, with a minimum wall thickness of .045" (1,2mm) and approved for direct burial installation.
 - 1. Install two-wire in 1" grey electrical conduit.
 - 2. Make all connections with 3M-DBRY to make a waterproof connection.
- B. Wire connecting flow sensor to the automatic controller shall be Paige Electric PE-39-3 Cable.
 - 1. Install wire in 1" grey electrical conduit. Bury wires in the same trench as the pipe where possible.
 - 2. Make all connections with 3M-DBRY to make a waterproof connection.

2.11 QUICK COUPLER

- A. Rainbird 44-LRC

2.12 WASHED AGGREGATE

- A. 1-1/2" maximum with 100 percent retained on a No. 4 sieve.

2.13 JOINT AND SOLVENT CEMENT

- A. Primer: Weld-On P-70 Primer.
- B. PVC Solvent Cement: Weld-On 711 Low VOC Cement.

2.14 TEFLON TAPE

- A. Use quality grade, domestically made 0.004 inch (\pm 0.001) on threaded joints.

2.15 SLEEVES

- A. Class 200 PVC.
- B. Install one pipe per sleeve. Sleeve diameter shall be two (2) times larger than pipe installed in sleeve. Minimum 4" for all sleeves.
- C. Install wiring in separate sleeve from irrigation pipe.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive irrigation to ensure areas are ready and properly prepared. Complete demolition and grading operations, with the exception of final grading, and receive approval by Owner before staking or installation of any irrigation system begins.

3.2 EXCAVATION

- A. Stake pipe and equipment locations as follows:
 - 1. Mark routing of pressure supply line and flag remote control valves for first few zones. Contact Owner's Representative a minimum of 48 hours in advance and request review of staking. Owner's Representative will review staking and direct changes if required.
 - 2. If Project has significant topography, free-form planting beds, or other amenities that could require alteration of irrigation equipment layout as deemed necessary by Owner, do not install irrigation equipment in these areas until Owner's Representative has reviewed equipment staking.
 - 3. Trenching - Dig trenches straight and support pipe continuously on bottom of trench. Clean trench bottom and smooth by removing all rock and organic debris. Remove rocks larger than 1-1/2" in any direction from bottom of trench.
 - a. Clearances:
 - 1) Piping Smaller than 3 Inches - Minimum width of 7 inches for trenches.
 - 2) Line Clearance - Provide not less than 6 inches of clearance between each line.
 - b. Pipe and Wire Depth:
 - 1) Mainline Piping – 18 inches from top of pipe.
 - 2) Lateral Piping – 12 inches from top of pipe.
 - 3) Control Wiring – Side of mainline piping (in conduit).

- B. Excavate trenches for sprinkler system pipe to provide 18 inches of cover over mainlines and 12 inches over lateral lines.
 - 1. Do not damage roots where trenching is required in proximity to trees that are to remain.
- C. Appropriately cover, protect, and mark trenches along pedestrian routes that are left open overnight.

3.3 INSTALLATION

- A. General: Plans are diagrammatic. Proceed with installation in accordance with the following:
 - 1. Install stop and waste valve and other equipment required by local authorities according to Utah Laws and Regulations to make system complete.
 - 2. Install main line, automatic control valves, lateral lines, fittings, and heads/drip line as specified.
 - 3. Thoroughly flush main lines before installing automatic control valves, and laterals before installing sprinklers. Flush supply lines thoroughly before installing backflow preventers or other regulating devices.
- B. Piping: Assemble all mainline and lateral lines in accordance with manufacturer's recommendations.
 - 1. Install PVC pipe in dry weather above 40 degrees F as specified by manufacturer's recommendations. Allow joints to cure a minimum of 8 hours before testing.
 - 2. Snake pipe in trench as much as possible to allow for expansion and contraction. When pipe laying is not in progress, or at end of each day, close pipe ends with tight plug or cap. Perform work in accordance with good practices prevailing in irrigation industry.
- C. Sleeving:
 - 1. Contractor to directionally bore sleeves per as needed.
 - 2. Coordinate location of all sleeving prior to installation.
 - 3. For sleeving under roadways install sleeving below the depth of the aggregate sub-base.
 - 4. Install sleeving under asphalt paving and concrete walks to accommodate piping and wiring. Compact backfill around sleeves to prevent settling.
- D. Control Valves:
 - 1. Install at plan locations and according to detail. Use Schedule 80 PVC pipe for nipples on valve header, length as necessary. Install valves, one maximum per box, plastic valve box and provide 12

inches of expansion loop slack wire at all connections inside valve box.

- E. Quick Coupling Valves: Install using 1 inch pre-assembled swing joints as detailed. Locations as indicated on plans.
- F. Valve Access Boxes:
 - 1. Install over all automatic control valves, manual control valves, pressure regulators or zone shutoff valves and sized to provide adequate room for maintenance.
 - 2. Install valve boxes 1" above finish grade and place parallel or perpendicular to adjacent curbs, sidewalks, or driveways.
 - 3. Imprint a valve control number on each valve box cover that corresponds to the valve controller clock. Imprint the valve box number a minimum of one inch high in a permanent and legible manner.
 - 4. Place washed aggregate in sump as shown on plans.
- G. Automatic Controller:
 - 1. Mount the panel enclosure so the operator can conveniently make adjustments.
 - 2. Properly ground controller in accordance with Utah Laws and Regulations and per manufacturer's requirements. Make all control wire connections to automatic controllers. Coordinate controller installation with electrical work.
 - 3. Provide a laminated copy of the irrigation plan indicating valve station numbers and field locations and attach it inside the controller.
 - 4. Program the controller to provide the appropriate amount of water for each station.
 - 5. Supply the Owner with manufacturer's warranties and operating instructions for the controller.
 - 6. Connect remote control valves to controller in numerical sequence as shown on Drawings.
- H. Solvent Weld PVC Pipe - Lay pipe and make all plastic-to-plastic joints in accordance with solvent manufacturer's recommendations.
- I. Drip Laterals:
 - 1. Install all drip laterals per the plans before installation of mulch.
- J. Control Wiring:
 - 1. Low Voltage Wiring:
 - a. Install wiring in 1" conduit.
 - b. Bury conduit and control wiring between controller and electric valves in mainline trenches, or in separate trenches.

- c. Make control wire connections and splices with 3M direct bury splice connectors, or approved equal.
 - d. Install all control wire splices not occurring at control valve in a separate splice valve box.
 - e. See additional wire information in Supplemental 2-Wire Irrigation Notes included on plans.
- K. Drip Emitters - Install all surface emitters as detailed.
- L. Valves - Install where shown on Drawings as detailed.

3.4 TESTING

- A. Notify the Owner a minimum of 48 hours in advance of pressure testing the main line.
- B. Hydrostatic pressure test all supply and pressure irrigation lines by maintaining full supply line water pressure for three consecutive hours before backfilling and after air pockets have been vented from the lines.
- C. Test connections for leaks prior to backfilling and repair all leaks. Lateral lines may be tested in sections to expedite backfilling work.

3.5 BACKFILL OPERATION

- A. Bed all pipe a minimum of 2 inches, surrounding the pipe with native material excavated from the trench and passing through a ½ inch sieve.
- B. Prevent soil, rocks, or debris from entering pipes or sleeves.
- C. Compact backfilled trenches thoroughly to prevent settling damage to grades or plant materials. Repair irrigation system and plants at no additional cost to Owner.
- D. Do not begin backfilling operations until required system tests have been completed. Leave trenches slightly mounded to allow for settlement after backfilling is completed. Finish grade trenches prior to walk-through of system by Owner.
 - 1. Materials - Excavated material is generally considered satisfactory for backfill purposes. Remove from backfill material all rubbish, organic matter, and stone larger than 2 inches in maximum dimension. Do not mix subsoil with topsoil. Haul away all material not suitable for backfill. If excavated material is unacceptable or not sufficient to meet backfill, compaction and final grade requirements Contractor is responsible for providing suitable backfill.

2. Do not leave trenches open for a period of more than 48 hours. Protect open excavations in accordance with OSHA regulations.

3.6 IRRIGATION INSTALLATION INSPECTION

- A. Examine areas and conditions under which Work of this Section is to be performed. Do not proceed with inspection walk-through until unsatisfactory conditions have been corrected.
- B. Completely install entire system and ensure proper operation prior to scheduling of walk-through.
- C. Notify Owner a minimum of 48 hours prior to walk-through.
- D. Remotely operate each zone in for Owner's Representative at time of walk-through.
- E. Contractor to generate a list of items to be corrected.
- F. Furnish materials and perform Work required to correct all inadequacies at no additional cost to Owner.
- G. During walk-through, expose all drip emitters outlets for observation by Owner's Representative to demonstrate that they are performing and installed as designed. Schedule separate walk-through if necessary.
- H. Adjusting
 1. Upon completion of installation, "fine-tune" entire system to provide optimum and efficient coverage. Adjustments to be performed prior at no additional cost to Owner.
 2. Immediately correct areas that do not conform to designated operation requirements due to unauthorized changes or poor installation practices at no additional cost to the Owner.
- I. Water Audit
 1. Contractor shall provide water audit (by independent consultant) of irrigation system at Final Acceptance and after the 1-year warranty and maintenance period.

3.7 CLEANUP

- A. Promptly remove soil and debris created by any work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

3.8 MAINTENANCE

- A. Length of Period: Contractor shall maintain irrigation for a period of one year from Final Acceptance.
- B. Maintenance shall include operation, maintenance, and repairs of irrigation system to ensure continuous coverage and functionality of system. This shall include winterizing and start up as seasons require.

END OF SECTION

**SECTION 32 92 00
TURF AND GRASSES**

**APWA STANDARD SPECIFICATIONS ARE HEREBY AMENDED TO
INCLUDE THE FOLLOWING:**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Supplemental General Conditions and Special Provisions, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Sodding.
 - 2. Seeding.
- B. Related Sections include the following:
 - 1. Section 32 01 90 Plant Maintenance
 - 2. Section 32 93 01 Exterior Plants

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Planting Soil: Native soil or surface soil modified to become topsoil; mixed with soil amendments.
- C. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Certification of Bluegrass Sod: From sod producer - each grass-seed monostand or mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

1. Certification of sod mixture for turfgrass, identifying source, including name and telephone number of supplier.
- C. Certification of Seed: From seed vendor - each grass-seed monostand or mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
 1. Certification of each seed mixture for native grass, identifying source, including name and telephone number of supplier.
- D. Product Certificates: For soil amendments and fertilizers, signed by product manufacturer.
- E. Material Test Reports: For existing native soil.
- F. Planting Schedule: Indicating anticipated planting dates for each type of planting.

1.5 QUALITY ASSURANCE

- A. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- B. Native Soil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of topsoil.
- C. Report suitability of native soil for lawn growth. State recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce a satisfactory topsoil.
- D. Preinstallation Conference: Conduct conference at Project site as requested by the City.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Storage:
 1. Materials shall be stored in areas designated by the Owner.
 2. Fertilizers and other soil amendments shall be stored in cool, dry locations away from contaminants.

3. Chemical treatment materials shall not be stored with other landscape materials.

B. Handling:

1. Materials: Except for bulk deliveries, materials shall not be dropped or dumped from vehicles.

1.7 SCHEDULING

A. Planting Restrictions: Coordinate planting periods as follows:

1. No sodding or seeding operations shall take place if ground is muddy, standing water present, frozen, snow covered.
2. Sod installation- March 15th to October 15th or until ground is frozen.
3. Seed installation- March 15th to May 15th or September 15th to October 15th or until ground is frozen.

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

1.8 FINAL ACCEPTANCE

A. Final Acceptance shall be issued to the Contractor for Sod areas per the following procedures:

1. Following substantial completion, the Owner will perform a final walk through to judge the completeness and quality of sod installation. This will include evaluating layout and location, health of grass, finished grading, irrigation, etc.
2. The Owner will provide a Punch List of items for the Contractor to remedy.
3. The Contractor shall notify the Owner when all punch list items are complete.
4. A Verification Walk will be performed by the Owner to verify all punch list items are adequately completed.
5. Based on a successful Verification Walk, the Owner will issue Final Acceptance to the Contractor and will take over all maintenance and care of sod. The one-year warranty will begin upon the date of Final Acceptance.
6. If Substantial Completion is achieved after October 15th, the Verification Walk and Final Acceptance will occur the following spring. The Contractor will be responsible to maintain the sod through the winter as required.

B. Final Acceptance shall be issued to the Contractor for Seed areas per the following procedures:

1. Following substantial completion, the Owner will perform a final walk through to judge the completeness and quality of seed installation. This will include evaluating layout and location, health of seeded areas, finished grading, irrigation, etc.
2. The Owner will provide a Punch List of items for the Contractor to remedy.
3. The Contractor shall notify the Owner when all punch list items are complete.
4. A Verification Walk will be performed by the Owner to verify all punch list items are adequately completed.
5. Based on a successful Verification Walk, the 60 Day Maintenance/Grow-In period shall begin.
6. Following the 60 Day Maintenance/Grow-In period, the Owner will perform a second Verification Walk to judge adequacy of seed growth.
7. Based on a successful second Verification Walk, the Owner will issue Final Acceptance to the Contractor and will take over all maintenance and care of seeded areas. The one-year warranty will begin upon the date of Final Acceptance.
8. If Substantial Completion is achieved after October 15th, the Verification Walk and Final Acceptance will occur the following spring. The Contractor will be responsible to maintain the sod through the winter as required.

1.9 WARRANTY

- A. Special Warranty: Warrant the following exterior plants, for the warranty period indicated, against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, or incidents that are beyond Contractor's control.
 1. Warranty Period for Trees and Shrubs: One year from date of Final Acceptance.
 2. Warranty Period for Ground Cover and Perennial Plants: One year from date of Final Acceptance.
 3. Remove dead exterior plants immediately. Replace immediately unless required to plant in the succeeding planting season.
 4. Replace exterior plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
 5. A limit of one replacement of each exterior plant will be required, except for losses or replacements due to failure to comply with requirements.

PART 2 - PRODUCTS

2.1 SOD

- A. Bluegrass Sod: Sod supplied by the Contractor shall be grown by a sod grower, well established, pest and weed free, one (1) and one quarter (1-1/4") inches thick, and supplied in rolls or sheets of the industry size. Sod shall be the current year's crop, guaranteed by the supplier as follows:
 - 1. Bio Blue Bluegrass, as provided by BioGrass Sod Farms (801-562-9090) or approved equal.

2.2 SEED

- A. Bluegrass Seed: Turf Trade 70-30 as provided by BioGrass Sod Farms, or approved equal.
- B. Meadow Grass Seed: Seed supplied by the Contractor shall be pest and weed free as follows:
 - 1. BioMeadow seed, as provided by BioGrass Sod Farms (801-562-9090) or approved equal.
- C. Cabin Seed Mix: Seed mix as provided by Granite Seed, or approved equal.

2.3 ORGANIC SOIL AMENDMENTS

- A. Compost: Dairy based organic compost material. Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
 - 1. Organic Matter Content: 35%- 50% percent of dry weight.

2.4 TOPSOIL

- A. Imported or amended native soil to meet the following:
 - 1. Topsoil Quality Guidelines:
 - a. pH: 5.5-7.5
 - b. Soluble Salts dS/m or mmho/cm: <4
 - c. Sodium Absorption Ratio (SAR): <10
 - d. Organic Matter %: ≥4.0, <20

- e. Sand %: >20, <70
- f. Silt %: >20, <70
- g. Clay %: >10, <30
- h. Texture Class: Loam, Sandy Loam, Silt Loam
2. Topsoil free of:
 - a. Subsoils
 - b. Course sand and gravel
 - c. Stiff clay, hard clods, or hard pan soils
 - d. Rock larger than 1 inch in any dimension
 - e. Roots larger than 1/2 inch in diameter
 - f. Trash, litter, or refuse
 - g. Noxious weeds and weed seeds
3. Topsoil may contain a maximum of 5 percent rock smaller than 1 inch.
4. Material test reports shall provide amendment recommendations with minimum quality standards and volumes.

2.5 PLANTING ACCESSORIES

- A. Selective Herbicides: EPA registered and approved, of type recommended by manufacturer for application.

2.6 FERTILIZER

- A. Slow-Release Fertilizer: Sodded Lawns - Granular or pelleted fertilizer Biosol Mix 7-2-3 consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 1. Apply at rate of 33 lbs./ 1000 SF for sodded lawn areas.
 2. Composition: 7-2-3 Nitrogen, phosphorous, and potassium or in amounts recommended in soil reports from a qualified soil-testing agency.
- B. Slow-Release Fertilizer: Seeded Lawns - Granular or pelleted fertilizer of slow release 16-16-16.

2.7 MULCHES

- A. Fiber Mulch: Biodegradable, dyed virgin cellulose wood fiber mulch; nontoxic; free of plant-growth or germination inhibitors; with maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
- B. Nonasphaltic Organic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive sod or seed for compliance with requirements and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 SOD BED PREPARATION AND INSTALLATION

- A. Limit subgrade preparation to areas to be planted. Sub-grade shall be scarified to a depth of four (4) inches to ensure proper bonding with applied topsoil if it has been compacted due weather or equipment.
- B. Install 4" depth of amended planting soil or imported topsoil that meet the requirements of this section.
- C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future.
 - 1. The Installer shall prepare no more ground than can be sodded in a twenty-four (24) hour period. Sod shall be placed within 24 hours of ground preparation. The ground shall be re-prepared if weather or traffic has compromised the friability of the prepared area.
 - 2. No sodding shall be done immediately after a rainstorm or if a prepared surface has been compacted without first loosening the surface to a smooth, loose, uniformly fine texture just prior to sodding.
- D. Apply Biosol mix fertilizer at a rate of 33lbs. / 1000 SF. Apply fertilizer directly to fine grade. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
- E. Moisten prepared sod areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- F. Areas where sod is to be laid shall be cut, trimmed, or shaped to receive full width sod (minimum 12"). No partial strip or pieces will be accepted.
- G. Place sod on prepared surface so that joints between courses are matched against the last line laid.
- H. All work shall be done from boards laid on top of the prepared surface or on already laid sod. Care shall be taken to prevent footprints or other disturbances to the prepared bed. Any such disturbances shall be promptly repaired so that the sod will be laid on a proper bed to insure the necessary bonding between it and the sod.
- I. Sod shall be tamped lightly as each piece is set to ensure that good contact is made between edges and also with the ground. Sod laid on any sloped areas shall be anchored with wooden dowels or other materials which are accepted by the sodding industry. Roll sod immediately after placing using a hand roller half filled with water.

3.4 SEED BED PREPARATION AND INSTALLATION

- A. Limit subgrade preparation to areas to be planted. Sub-grade shall be scarified to a depth of four (4) inches if it has been compacted due weather or equipment.
- B. Install 4" depth of amended planting soil or imported topsoil that meet the requirements of this section.
- C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future.
 1. The Installer shall prepare no more ground than can be seeded in a twenty-four (24) hour period. Seed shall be placed within 24 hours of ground preparation. The ground shall be re-prepared if weather or traffic has compromised the friability of the prepared area.
 2. No seeding shall be done immediately after a rainstorm or if a prepared surface has been compacted without first loosening the

surface to a smooth, loose, uniformly fine texture just prior to sodding.

- D. Apply 220 lbs/acre of slow release fertilizer.
- E. Moisten prepared seed areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- F. Restore areas if eroded or otherwise disturbed after finish grading and before planting.
- G. Apply seed at a rate per supplier's recommendations.

3.5 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by any work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout maintenance period and remove after lawn is established.
- C. Remove erosion-control measures after grass establishment period.
- D. Maintenance During Lawn Establishment:
 - 1. General: Begin maintenance of the lawn areas immediately after each area is planted and continue until acceptable lawn is established. Maintenance shall include watering, fertilizing, eradicating weeds, mowing, trimming, protecting slopes from erosion, maintaining mulch material, protecting lawn areas from traffic, replanting and other operations. Roll, re-grade, and re-sod/re-seed bare or eroded areas and re-mulch to provide a uniformly smooth lawn.
 - 2. Repair: Lawn areas shall be re-established as specified herein for eroded, damaged or barren areas.
 - 3. Mowing Installed Sod: Mow sodded areas as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 33 percent of grass height. Remove no more than 33 percent of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
 - a. Mow grass 3 inches high.

4. Watering: Provide and maintain permanent irrigation system to convey water from sources and to keep lawn uniformly moist to a depth of 4 inches.
 - a. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch.
 - b. Water lawn at a minimum rate of 1 inch per week through establishment period.
5. Lawn Post Fertilization: Apply fertilizer immediately after installation initial mowing and when grass is dry. Water after application.
 - a. Use a commercial fertilizer 20-20-20+ iron that will provide actual nitrogen of at least 1 lb./1000 sq. ft. to lawn area at a total rate of 5 lbs./1000 sq. ft.. Apply no more than 1 lb./1000 sq. ft. each application.
6. Chemical Treatment:
 - a. When a pest or disease becomes apparent during the Lawn Establishment Period, a state-certified applicator shall apply required chemicals in accordance with EPA label restrictions and recommendations. Hydraulic equipment for the liquid application of chemicals shall be provided with a leak-proof tank, positive agitation methods, controlled application pressure and metering gages. Pre-emergent herbicides will not be used.
 - b. A Chemical Treatment Plan shall be provided to the Owner as stated in these Specifications.

3.6 SEED ESTABLISHMENT PERIOD

- A. Length of Period: On acceptable completion of installation, the Seed Establishment Period will be in effect for a minimum of 60 days or until completion and Final Acceptance of the project by the City's Representative, whichever is longer. The seeded area will not be accepted separately from the remainder of the project. In order to begin the Seed Establishment Period the City's Representative must be satisfied at the initial Verification Walk that all work has been completed in accordance with the plans and specifications and that the irrigation system is fully functional and properly watering all lawn areas.
- B. Pre-Maintenance Inspection: An inspection will be performed upon substantial completion of all planting work. Contractor shall notify the City's Representative within 5 days of inspection to arrange schedule. The City's Representative, contractor and such others as the City shall direct, shall be present at the inspection. Subsequent to the inspection, the City's Representative shall issue the effective beginning date for the Seed Establishment Period.

- C. Work requiring corrective action in the judgement of the City's Representative shall be performed within 5 days after the Pre-Maintenance Inspection. Corrective work and materials replacement shall be in accordance with the Drawings and these Specifications and shall be made by the Contractor at no cost to the Owner. When inspected work does not comply with requirements, replace rejected work and continue specified maintenance until re-inspected by the City's Representative and found to be acceptable. Remove rejected materials promptly from project site.
- D. Establishment Inspection: At the end of the Seed Establishment Period, an inspection of planted areas will be made by the City's Representative in the presence of the Contractor to accept the turf installation. At the time of the Establishment Inspection, the Contractor shall have all planting areas under this contract free of weeds, mowed and neatly cultivated.
- E. If, after the Establishment Inspection, the City's Representative is of the opinion that all work has been performed as per the Drawings and these Specifications, he/she will give the Contractor written notice of final acceptance of the lawn installation.
- F. Work requiring corrective action or replacement in the judgement of the City's Representative shall be performed as described for the Pre-Maintenance Inspection. Corrective work and materials replacement shall be made by the Contractor at no additional cost to the project. Maintain corrected work until re-inspected by the City's Representative.
- G. Seed Acceptance Criteria:
1. The installed seed will be accepted provided the requirements, including maintenance, have been complied with and a vigorous, healthy, well-rooted lawn is established free of weeds, no bare areas greater than 2" in diameter and there are no surface irregularities. The total bare spots shall not exceed two percent of the total planted area. 100% germination guarantee required.
 2. Should the seeded areas not be accepted by the end of the growing season (October 15th), the Contractor shall be responsible to continue maintenance and mowing activities and take steps necessary to achieve acceptance as quickly as possible.
 - a. In the event that seeded areas are not accepted by the end of the growing season, the Contractor will be responsible to overseed with the specified seed mix, repair erosion damage, maintain grade elevations and supply and/or replace plantings as directed by the City's Representative until accepted. The maintenance shall continue into the following growing season until the City's Representative accepts the installation.

- H. Maintenance During Seed Establishment Period:
1. General: Begin maintenance of the lawn areas immediately after each area is planted and continue until acceptable lawn is established. Maintenance shall include watering, fertilizing, eradicating weeds, mowing, trimming, protecting slopes from erosion, maintaining mulch material, protecting lawn areas from traffic, replanting and other operations. Roll, re-grade, and re-sod/re-seed bare or eroded areas and re-mulch to provide a uniformly smooth lawn.
 2. Repair: Seed areas shall be re-established as specified herein for eroded, damaged or barren areas. Hydromulch shall be repaired or replaced as required.
 3. Watering: Provide and maintain permanent irrigation system to convey water from sources and to keep seed uniformly moist to a depth of 4 inches.
 - a. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch.
 - b. Water lawn at a minimum rate of 1 inch per week through establishment period.
 4. Chemical Treatment:
 - a. When a pest or disease becomes apparent during the Seed Establishment Period, a state-certified applicator shall apply required chemicals in accordance with EPA label restrictions and recommendations. Hydraulic equipment for the liquid application of chemicals shall be provided with a leak-proof tank, positive agitation methods, controlled application pressure and metering gages. Pre-emergent herbicides will not be used.
 - b. A Chemical Treatment Plan shall be provided to the Owner as stated in these specifications.

3.7 MAINTENANCE PERIOD

- A. Length of Period: Contractor shall maintain all landscaping and irrigation for a period of one year from Final Acceptance.
- B. Maintenance shall include all mowing, weeding, pruning, fertilization, etc. to keep all plant material in well-kept condition.
- C. Maintenance shall include operation, maintenance, and repairs of irrigation system to ensure continuous coverage and functionality of system.

END OF SECTION

**SECTION 32 93 01
EXTERIOR PLANTS**

**APWA STANDARD SPECIFICATIONS ARE HEREBY AMENDED TO
INCLUDE THE FOLLOWING:**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Supplemental General Conditions and Special Provisions, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Trees.
 - 2. Shrubs.
 - 3. Ground cover.
 - 4. Plants.
 - 5. Mulch.
- B. Related Sections include the following:
 - 1. Section 32 84 00 Underground Irrigation Systems
 - 2. Section 32 92 00 Turf and Grasses

1.3 DEFINITIONS

- A. **Balled and Burlapped Stock:** Exterior plants dug with firm, natural balls of earth in which they are grown, with ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of tree or shrub required; wrapped, tied, rigidly supported, and drum-laced as recommended by ANSI Z60.1.
- B. **Container-Grown Stock:** Healthy, vigorous, well-rooted exterior plants grown in a container with well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for kind, type, and size of exterior plant required.
- C. **Finish Grade:** Elevation of finished surface of planting soil.

- D. Planting Soil: Native soil or surface soil modified to become topsoil; mixed with soil amendments.
- E. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing planting soil.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Product Certificates: For each type of manufactured product, signed by product manufacturer, and complying with the following:
 - 1. Manufacturer's certified analysis for standard products.
 - 2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
- C. Qualification Data: For landscape Installer.
- D. Material Test Reports: For existing surface soil and imported materials.
- E. Planting Schedule: Indicating anticipated planting dates for exterior plants.
- F. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of exterior plants during a calendar year. Submit before expiration of required maintenance periods upon substantial completion and prior to final acceptance and beginning of maintenance contract.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of exterior plants.
 - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when exterior planting is in progress.
- B. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- C. Organic Compost Material and Native Soil Analysis: Furnish test analysis of each by a qualified soil-testing laboratory or supplier stating percentages of organic matter; gradation of sand, silt, and clay content;

cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of both items above.

1. Report suitability of native soil for plant growth. State recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce a satisfactory amended soil if different from what is called for in these specifications.
- D. Provide quality, size, genus, species, and variety of exterior plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."
1. Selection of exterior plants purchased may be made by the City who will tag plants at their place of growth before they are prepared for transplanting.
- E. Tree and Shrub Measurements: Measure according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches above ground for trees up to 4-inch caliper size, and 12 inches above ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.
- F. Observation: The City's Representative may observe trees and shrubs either at place of growth or at site before planting for compliance with requirements for genus, species, variety, size, and quality. The City retains right to observe trees and shrubs further for size and condition of balls and root systems, insects, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.
1. Notify the City's representative of sources of planting materials 30 days in advance of delivery to site.
- G. Preinstallation Conference: Conduct conference at Project site as requested by the City.

1.6 COORDINATION

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of installation through final acceptance and beginning of maintenance contract.
- B. No planting shall take place if ground is muddy, standing water is present, frozen or snow covered.
1. Spring Planting: April 15- June 15
 2. Fall Planting: August 15- October 15
 - 3.

4. It should be noted that these are considered to be ideal planting periods, however, installer will be permitted to plant year round as long as none of the above conditions exist and that precautions are taken to avoid any negative effects on plantings due to any adverse seasonal weather or climate conditions that may exist.
- C. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.
- D. Coordination with Sodded/Seeded Areas: Plant trees and shrubs after finish grades are established and before sodding/seeding areas, unless otherwise acceptable to the City.
 1. When planting trees and shrubs after sodded/seeded areas, protect these areas and promptly repair damage caused by planting operations.

1.7 WARRANTY

- A. Special Warranty: Warrant the following exterior plants, for the warranty period indicated, against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, or incidents that are beyond Contractor's control.
 1. Warranty Period for Trees and Shrubs: One year from date of Final Acceptance.
 2. Warranty Period for Ground Cover and Perennial Plants: One year from date of Final Acceptance.
 3. Remove dead exterior plants immediately. Replace immediately unless required to plant in the succeeding planting season.
 4. Replace exterior plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
 5. A limit of one replacement of each exterior plant will be required, except for losses or replacements due to failure to comply with requirements.

PART 2 - PRODUCTS

2.1 TREE AND SHRUB MATERIAL

- A. General: Furnish nursery-grown trees and shrubs complying with ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

- B. Grade: Provide trees and shrubs of sizes and grades complying with ANSI Z60.1 for type of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to the City's representative, with a proportionate increase in size of roots or balls.
- C. Label each tree and shrub with a securely attached, waterproof tag bearing legible designation of botanical and common name.
- D. Label at least one tree and one shrub of each variety and caliper with a securely attached, waterproof tag bearing legible designation of botanical and common name.
- E. If formal arrangements or consecutive order of trees or shrubs is shown, select stock for uniform height and spread, and number label to assure symmetry in planting.

2.2 DECIDUOUS AND ORNAMENTAL TREES

- A. Deciduous Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, complying with ANSI Z60.1 for type of trees required.
 - 1. Provide balled and burlapped trees.
 - 2. Branching Height: One-third to one-half of tree height.
- B. Ornamental Trees: Branched or pruned naturally according to species and type, with relationship of caliper, height, and branching according to ANSI Z60.1; stem form as follows:
 - 1. Stem Form: Single stem and Multistem, clump, with two or more main stems according to the natural form of species and type.
 - 2. Provide balled and burlapped trees.

2.3 DECIDUOUS SHRUBS

- A. Form and Size: Deciduous shrubs with not less than the minimum number of canes required by and measured according to ANSI Z60.1 for type, shape, and height of shrub.
 - 1. Provide container-grown shrubs.

2.4 CONIFEROUS EVERGREENS

- A. Form and Size: Normal-quality, well-balanced, coniferous evergreens, of type, height, spread, and shape required, complying with ANSI Z60.1.
- B. Form and Size: Specimen-quality, exceptionally heavy, tightly knit, symmetrically shaped coniferous evergreens and the following grade:

1. Heavy Grade
2. Provide balled and burlapped trees.

2.5 BROADLEAF EVERGREENS

- A. Form and Size: Normal-quality, well-balanced, broadleaf evergreens, of type, height, spread, and shape required, complying with ANSI Z60.1.
 1. Provide container-grown shrubs.

2.6 GROUND COVER and 1 GAL. SHRUBS/ GRASSES

- A. Ground Cover: Provide ground cover of species indicated on the plans, established and well rooted in pots or similar containers, and complying with ANSI Z60.1.

2.7 SEASONAL PLANTS

- A. Perennials: Provide healthy, field-grown plants from a commercial nursery, of size, species and variety shown or listed.
- B. Vines: Provide vines of species indicated complying with requirements in ANSI Z60.1 as follows:
 1. Two-year plants with heavy, well-branched tops, with not less than 3 runners 18 inches or more in length, and with a vigorous well-developed root system.
 2. Provide field-grown vines. Vines grown in pots or other containers of adequate size and acclimated to outside conditions will also be acceptable.

2.8 ORGANIC SOIL AMENDMENTS

- A. Planting soil backfill for trees, shrubs, perennials, and grasses to be 30% native soil, 30% imported loamy topsoil, 20% coarse sand, and 20% peat moss or organic mulch.

2.9 FERTILIZER

- A. Slow-Release Fertilizer: Trees, Shrubs, Groundcovers- Granular or pelleted fertilizer Biosol Mix 7-2-3 consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 1. Apply at rate of 44lbs./ 1000 SF for groundcover and perennial areas, and 12 oz./ tree pit, 4oz./ 5 gal shrub pit: 20 percent

nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

2. Composition: 7-2-3 Nitrogen, phosphorous, and potassium or in amounts recommended in soil reports from a qualified soil-testing agency.

2.10 MULCHES

- A. Bark Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of the following:

- B.

1. Type: Miller Companies' Supreme Shredded Bark Mulch in all bark mulch planting beds as shown on plan.
 - a. Size Range: Thickness of 3/8" to 1", length of 1" to 2"
 - b. Color: Brown, not died.

2.11 STAKES AND GUYS

- A. Upright and Guy Stakes: 2" dia. Lodgepole pine stakes.
- B. Guy and Tie: Chainlock or approved equal tree ties (1" width). Nail or staple to stake to hold vertically. Loop each tie around tree loosely to provide 1" slack on trunk for growth.

2.12 MISCELLANEOUS PRODUCTS

- A. Anti-desiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.

2.13 PLANTING SOIL MIX- TREE, SHRUB, PERENNIAL, AND GRASS PLANT BACKFILL

- A. Planting Soil Mix: Mix installed topsoil and native soil with the following in the specified quantities:
 1. 30% native soil, 30% imported topsoil, 20% coarse clean sand, and 20% peat moss or organic mulch.
 2. Weight of Slow-Release Biosol Mix 7-2-3 Fertilizer per 1000 Sq. Ft. of groundcover/ perennial areas: 44 lbs.
 3. Weight of Slow-Release Biosol Mix 7-2-3 Fertilizer in tree pits: 12 oz.

4. Weight of Slow-Release Biosol Mix 7-2-3 Fertilizer in shrub pits: 4 oz.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive exterior plants for compliance with requirements and conditions affecting installation and performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by planting operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Lay out individual tree and shrub locations and areas for multiple exterior plantings. Stake locations, outline areas, adjust locations when requested, and obtain City Representative's acceptance of layout before planting. Make minor adjustments as required.
- D. Lay out exterior plants at locations directed by the City's representative. Stake locations of individual trees and shrubs and outline areas for multiple plantings.
- E. Grower shall apply anti-desiccant to all trees and shrubs using power spray to provide an adequate film over trunks, branches, stems, twigs, and foliage to protect during digging, handling, and transportation.
 - 1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

3.3 PLANTING BED ESTABLISHMENT

- A. Loosen subgrade of planting beds to a minimum depth of 12 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - 1. Install 8" of premium topsoil in planting beds.

- B. Finish Grading: Grade planting beds to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.
- C. Restore planting beds if eroded or otherwise disturbed after finish grading and before planting.

3.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver exterior plants freshly dug.
- B. Do not prune trees and shrubs before delivery, except as approved by the City's representative. Protect bark, branches, and root systems from sunscald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery.
- C. Handle planting stock by root ball.
- D. Deliver exterior plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set exterior plants trees in shade, protect from weather and mechanical damage, and keep roots moist.
 - 1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material. Do not set root ball on concrete or lean trunks or canopy against fence or wall.
 - 2. Do not remove container-grown stock from containers before time of planting.
 - 3. Water root systems of exterior plants stored on-site with a fine-mist spray; temporary irrigation system or manually with hose. Water as often as necessary to maintain root systems in a moist condition.

3.5 TREE AND SHRUB EXCAVATION

- A. Pits and Trenches: Excavate circular pits with sides sloped inward. Trim base leaving center area raised slightly to support root ball and assist in drainage. Do not further disturb base. Scarify sides of plant pit smeared or smoothed during excavation.
 - 1. Excavate approximately two times as wide as ball diameter for balled and burlapped and container-grown stock.
- B. Native soil above 36" depth removed from excavations may be used in planting backfill. Subsoil below 36" depth removed from excavations may not be used in planting backfill.

- C. Obstructions: Notify the City's representative if unexpected rock or any other obstructions detrimental to trees or shrubs are encountered in excavations.
 - 1. Hardpan Layer: Drill 6-inch- diameter holes into free-draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.
- D. Drainage: Notify the City's representative if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits.
- E. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.6 TREE AND SHRUB PLANTING

- A. Set balled and burlapped stock plumb and in center of pit or trench with top of root ball 2" inches above adjacent finish grades. Trees shall be planted such that trunk flare is visible at the top of the rootball. Do not cover the top of the root ball with soil.
 - 1. Remove all wire, entire wire basket, nylon ties, twine, rope and 2/3 burlap from root ball. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 - 2. Place planting soil around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.
- B. Set container-grown stock plumb and in center of pit or trench with top of root ball 1 inch above adjacent finish grades.
 - 1. Carefully remove root ball from container without damaging root ball or plant.
 - 2. Place planting soil around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.
- C. Shredded Wood Mulching: Apply 4-inch average thickness of organic mulch after planting. For trees in sod areas, provide min. 18 inch radius collar of mulch. Do not place mulch within 3 inches of trunks or stems.

3.7 GROUND COVER AND PERENNIAL PLANTING

- A. Set out and space ground cover and plants as indicated.

- B. Dig holes large enough to allow spreading of roots, and backfill with planting soil.
- C. Work planting soil around roots to eliminate air pockets.
- D. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- E. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.8 TREE AND SHRUB PRUNING

- A. Prune, thin, and shape trees and shrubs as directed by the City's representative.
- B. Prune, thin, and shape trees and shrubs according to standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise indicated by the City, do not cut tree leaders; remove only injured or dead branches from flowering trees. Prune shrubs to retain natural character. Shrub sizes indicated are sizes after pruning.

3.9 GUYING AND STAKING

- A. GUY ALL TREES ACCORDING TO PLANTING DETAIL ON PLANS.
- B. Guy and stake all deciduous and evergreen trees.
- C. For deciduous trees; use a minimum of 2 stakes for trees, 2 ½" cal. and smaller, and a minimum of 3 stakes for trees greater than 2 ½" cal. Stakes shall be of a length required to penetrate a min. of 48" above grade; for evergreen, use a minimum of 3 stakes (up to 5 stakes may be required for 14' ht. And larger evergreens). Stakes shall be of a length required to penetrate a minimum of 24" below grade and to extend a maximum of 6" above grade.
- D. Set all stakes and space to avoid any penetration of the rootball or any portion thereof.
- E. Remove entire wire basket on each rootball along with any other twine around trunk and packaging materials, etc.
- F. Support trees @ each guywire with two strands twisted galvanized wire and 2" nylon tree straps at contact points with tree trunks. Allow enough slack to avoid rigid restraint of tree. Continuous treestraps shall be of

appropriate length so that grommets are 4"-6" away from the tree trunk. Treestrops shall not be linked together to achieve the required length.

- G. No poly PVC or garden hose and wire shall be accepted as a guying method.

3.10 PLANTING BED MULCHING

- A. Mulch backfilled surfaces of planting beds and other areas indicated.
 - 1. Shredded Wood Mulch: Apply 4-inch average thickness of organic mulch, and finish level with adjacent finish grades. Do not place mulch against plant stems.

3.11 MAINTENANCE

- A. Trees and Shrubs: Maintain by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening, and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required keeping trees and shrubs free of insects and disease.
- B. Ground Cover and Perennial Plants: Maintain by watering, weeding, fertilizing, and other operations as required to establish healthy, viable plantings.

3.12 ANTI-DESSICANT SPRAY

- A. Apply 2 applications of anti-dessicant spray for all evergreen trees and shrubs.

3.13 CLEANUP AND PROTECTION

- A. During exterior planting, keep adjacent pavings and construction clean and work area in an orderly condition.
- B. Protect exterior plants from any damage due to landscape operations, operations by other contractors and trades, and others. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged exterior planting.

3.14 DISPOSAL

- A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

3.15 MAINTENANCE PERIOD

- A. Length of Period: Contractor shall maintain all landscaping and irrigation for a period of one year from Final Acceptance.
- B. Maintenance shall include all mowing, weeding, pruning, fertilization, etc. to keep all plant material in well-kept condition.
- C. Maintenance shall include operation, maintenance, and repairs of irrigation system to ensure continuous coverage and functionality of system.

END OF SECTION

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Agenda Item #11

Description	Discussion & Consideration: Purchase and Installation of Playground Equipment and Engineered Wood Fiber Surfacing from Landscape Structures, Inc. for Phase 1 of Ridgeline Park City Park
Presenter	Tom Dickinson, City Engineer
Staff Recommendation	Move to Approve
Reviewed By	Mayor, City Manager, City Engineer, Recreation Director

Background

Background

City staff with Engineering, Parks, Recreation, and Administration in collaboration with a City Council member, Mayor, and a member from the Parks and Recreation Committee worked with BluLine Design in development of plans for Ridgeline Park. This committee worked with the designer through all the details of the park design. The committee considered and provided guidance of design items such as benches, tables, pavilions, amenities and in this case of this discussion, the playground equipment.

BluLine designers presented a few potential playground equipment themes for the park and committee members recommended moving forward with a farm-style theme. You will notice that the proposed playground equipment connects the park with the “unique rural lifestyle” noted in Nibley City’s General Plan.

City staff is very much aware of budgetary constraints for constructing Ridgeline Park city park and enlisted bidding methods to get the most park for the best price. In an effort to keep within the budget, some construction bid items and extras were bid as Bid Alternatives, meaning that a contractor would provide cost for said items, and if there was sufficient budget remaining after considering the base bid items, the selection committee could choose additional items to include in the construction contract until the budget was exhausted. For example, the design of the park included 3 climbing boulders. The base bid includes a single boulder and if there is sufficient budget remaining, additive alternates can be awarded for one or two of the other climbing boulders.

Removing the playground equipment from bidding contractor’s scope of work was another attempt to get the best bang for the buck. The playground that was chosen for

the project would be purchased and installed by a contractor that participates in the Utah State Cooperative Contracts list. Utah Division of Purchasing and General Services manages a State Cooperative Contracts program to help provide efficiency and best-value to the Utah procurement process. All municipal agencies are eligible to utilize the service.

The State Cooperative Contracts program provides best-value cooperative contracts of commonly purchased items while only having to conduct one solicitation. By having these items go through the State Cooperative Contracts program, the Division of Purchasing is able to leverage the total buying power to get the best pricing and terms. <https://statecontracts.utah.gov/Home/Search>

In managing cooperative contracts, the Division receives quarterly reports from vendors and allows the Division to monitor contract compliance, conduct audits, and make recommendations to users of the program. By properly managing the contracts, the Division can provide users with best-value. Pricing and contracting are set through the State Cooperative Contracts program and savings are passed along to entities that utilize the program.

The Ridgeline Park city park budgeted \$250,000 for playground equipment and \$93,744 for playground safety surfacing. By working directly with the playground equipment contractor on the State Cooperative Contracts program, the city is able to save paying overhead and fee to the general contractor selected to construct the park. In the case of Ridgeline Park city park, the playground equipment vendor is providing and installing the playground equipment and surfacing for \$262,125 - below the estimated budget.

Recommendation

It is requested that the City Council approve the purchase and installation of playground equipment and engineered wood fiber safety surfacing from Landscape Structures, Inc in the amount of \$262,125 for playground equipment and surfacing for Phase 1 of the Ridgeline Park city park project.



PROPOSAL

ALL PURCHASE ORDERS, CONTRACTS, AND
 CHECKS TO BE MADE OUT TO:
 LANDSCAPE STRUCTURES, INC.
 601 7TH STREET SOUTH
 DELANO, MN 55328 U.S.A.
 763-972-3391 800-328-0035
 Fax: 763-972-3185



CONTACT: Jeff Sonntag
PHONE: 801.278.9797
FAX: 801.278.9794
EMAIL: jeff@sonntagrec.com
WEBSITE: www.sonntagrec.com

Master Agreement No. PO-10700-00015855
NASPO State Contract #PA4316

QUOTE # 2407B

SHIP TO: Nibley City Parks
 455 West 3200 South
 Nibley, Utah 84321

Destination _____
 F.O.B. _____
 FREIGHT Prepaid Collect

BILL TO: Nibley City Parks
 ATTN: Accounts Payable
 455 West 3200 South
 Nibley, Utah 84321

Pricing Good for 60 days from Date of Proposal

Net 30 (Deposit may be required)
TERMS (Subject to Credit Approval by LSI)

SALESPERSON	JOB	LEAD TIME
Jeff	Ridgeline Park	TBD

QTY	DESCRIPTION	UNIT \$\$	LINE TOTAL
1	Landscape Structures – Playground Design 1173669-01-02		\$227,955.00
1	Playground Installation (No Site Prep or Site Excavation)		45,000.00
1	Provide & Install 360 Cubic Yards of Engineered Wood Fiber Safety Surfacing at a 12" Depth		12,125.00
1	Freight		8,400.00
<p>Lead Times are filling up fast! Sooner we order, the better!</p> <p>Standard Terms & Conditions for Install Apply</p>			

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE
 A PURCHASE ORDER ONLY UPON APPROVAL BY LANDSCAPE
 STRUCTURES. CUSTOMER RECEIPT OF AN ORDER
 ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

SUBTOTAL	\$293,480.00
DISCOUNT	(18,236.40)
EXTRA COURTESY DISCOUNT	(13,118.60)
TOTAL	\$262,125.00

ACCEPTED BY CUSTOMER _____ **DATE** _____

PRINT NAME

PROPOSED BY LSI REPRESENTATIVE _____ **DATE** _____

JEFF SONNTAG 5/10/2024

PRINT NAME

TAXABLE: FREIGHT _____ INSTALLATION _____

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Ridgeline Park Playground

Made in the U.S.A. Statement

January 17, 2024

1173669-01-02 PLAYBOOSTER® (5-12 YEARS)

Proudly made in the U.S.A.

Nearly all of our play products are made in Delano, Minnesota.*

This allows us to maintain control over the quality of the play equipment you purchase. While other manufacturers are increasingly sourcing components from overseas, Landscape Structures equipment is proudly made in the U.S.A.



**Total Product
Made in the U.S.A.**

99%

Calculation includes standard play products only.

*Our fabrication, rotomolding, welding and painting operations in Delano, Minnesota, U.S.A. produce the vast majority of our standard play components.

For a better tomorrow
we play today.®

playlsi.com

Proudly presented by:

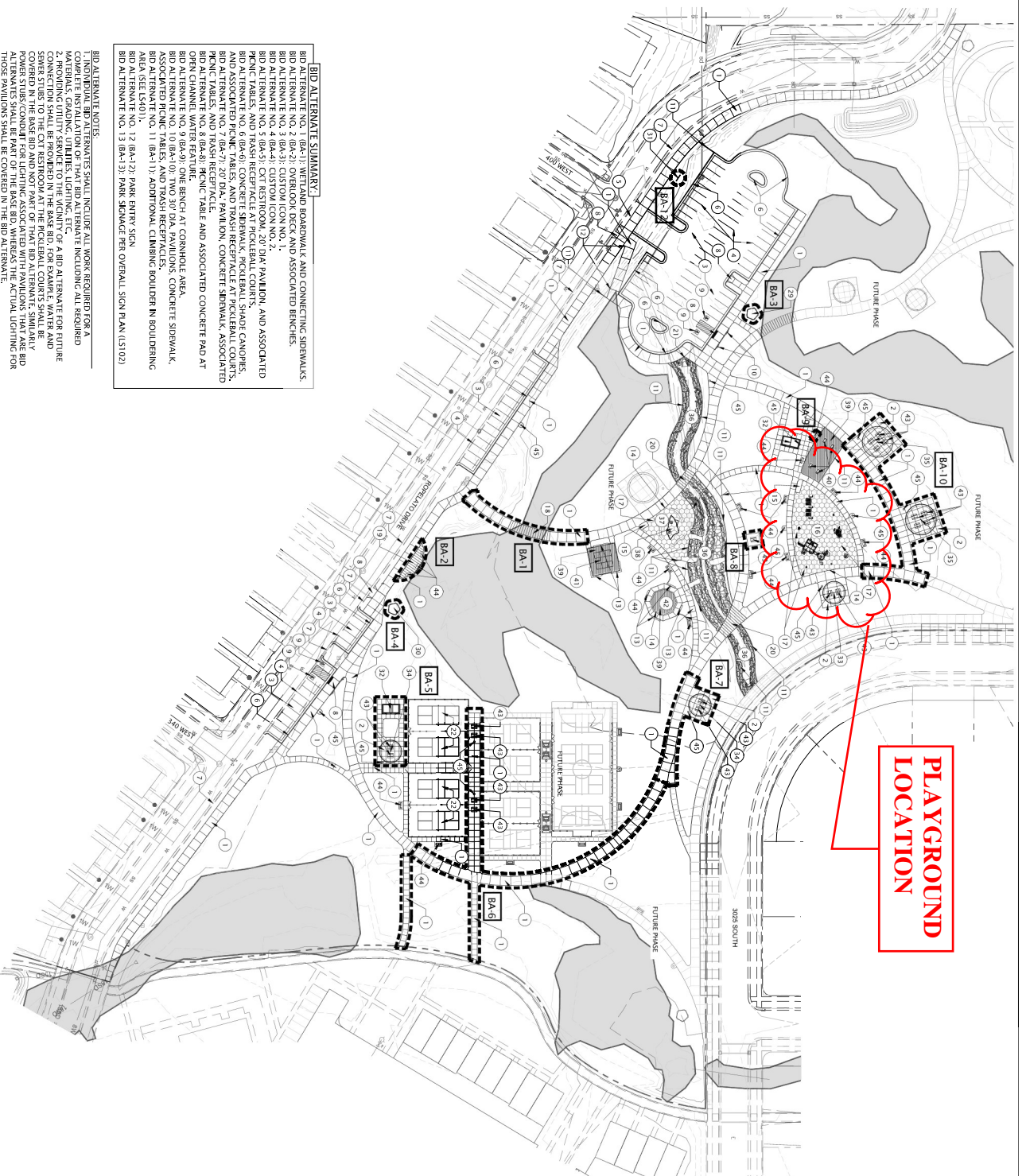


Sonntag
Recreation, LLC

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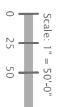
**PLAYGROUND
LOCATION**

LEGEND

- PROPERTY BOUNDARY
- - - - - BID ALTERNATE LIMIT LINE
- ▬ EXISTING WETLAND

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	DETAIL
1	CONCRETE SIDEWALK/PAV	1/LS301
2	CONCRETE PAVEMENT PAD	1/LS301
3	ASPHALT PAVING - SEE CIVIL DRAWINGS	
4	PARKING LOT STRIPING - SEE CIVIL DRAWINGS	
5	DRIVE APPROACH - SEE CIVIL DRAWINGS	
6	CURB AND GUTTER - SEE CIVIL DRAWINGS	
7	DISTING CURB AND GUTTER TO REMAIN	
8	ADA RAMP - SEE CIVIL DRAWINGS	
9	ADA PARKING STALLS - SEE CIVIL DRAWINGS	
10	ADA PARKING SIGN - SEE CIVIL DRAWINGS	
11	6" CONCRETE EDGER	2/LS301
12	CONCRETE STAIRS	3/LS301
13	UMEDA STONE SITTING WALL	4/LS301
14	THICKENED CONCRETE FENCE	5/LS301
15	ADA PLAYGROUND RAMP	6/LS301
16	PLAYGROUND - SEE LS403	
17	ENGINEERED WOOD FIBER	
18	WETLAND BOARDWALK	9/LS301
19	OVERLOOK DECK	9/LS301
20	FEDERSTHAIN BRIDGE	9/LS301
21	3 RAIL FENCE	1/LS302
22	RICKLEBALL COURT - SEE ENLARGEMENTS 1-2, LS402	
23	RICKLEBALL COURT STRIPING	2/LS302
24	RICKLEBALL COURT FIBER/FRONT FENCE - 6" TALL	3/LS302
25	RICKLEBALL WAINCASKETS - 6" TALL	3/LS302
26	RICKLEBALL COURT INTERIOR FENCE - 4" TALL	4/LS302
27	RICKLEBALL NET/LAND POSTS	5/LS302
28	RICKLEBALL MAINTENANCE GATE	6/LS302
29	ICONIC FEATURE 1	9/LS303
30	ICONIC FEATURE 2	10/LS303
31	PARK ENTRY SIGN	1/LS304
32	CORTEX CXT RESTROOM - SEE LS305	
33	20' DIA. PAVILION	7/LS303
34	20' DIA. PAVILION - BID ALTERNATE	7/LS303
35	30' DIA. PAVILION - BID ALTERNATE	7/LS303
36	OPEN CHANNEL WATER FEATURE - SEE SECTIONS-LS305	
37	BOULDERING AREA - SEE LS401	
38	CLIMBING BOULDER - SEE LS401	
39	ARTIFICIAL TURTLE	10/LS302
40	CORTEX INLET	8/LS302
41	9 SQUARE	9/LS302
42	CACHT HIT	1/LS303
43	RKMC TABLE	6/LS303
44	BENCH	3/LS303
45	TRASH RECEPTACLE	5/LS303
46	EXPANSION JOINT AT 900 PSI TENSION CONCRETS 5/48	7/LS302
47	ENGINEERED WOOD FIBER	
48	FLACSTONE	7/LS304
49	ARTIFICIAL TURTLE	10/LS302



BID ALTERNATE SUMMARY:

BID ALTERNATE NO. 1 (BA-1): WETLAND BOARDWALK AND CONNECTING SIDEWALKS.

BID ALTERNATE NO. 2 (BA-2): OVERLOOK DECK AND ASSOCIATED BENCHES.

BID ALTERNATE NO. 3 (BA-3): CUSTOM ICON NO. 1.

BID ALTERNATE NO. 4 (BA-4): CUSTOM ICON NO. 2.

BID ALTERNATE NO. 5 (BA-5): CXT RESTROOM, 20' DIA PAVILION, AND ASSOCIATED PRKMC TABLES AND TRASH RECEPTACLE AT PICKLEBALL COURTS.

BID ALTERNATE NO. 6 (BA-6): CONCRETE SIDEWALK, PICKLEBALL SHOOT CANOPES, AND TRASH RECEPTACLE AT PICKLEBALL COURTS.

BID ALTERNATE NO. 7 (BA-7): 20' DIA. PAVILION, CONCRETE SIDEWALK, ASSOCIATED PRKMC TABLES, AND TRASH RECEPTACLE.

BID ALTERNATE NO. 8 (BA-8): PRKMC TABLE AND ASSOCIATED CONCRETE PAD AT OPEN CHANNEL WATER FEATURE.

BID ALTERNATE NO. 9 (BA-9): BENCH AT CORNHOLE AREA.

BID ALTERNATE NO. 10 (BA-10): TWO 30' DIA. PAVILIONS, CONCRETE SIDEWALK, ASSOCIATED PRKMC TABLES, AND TRASH RECEPTACLES.

BID ALTERNATE NO. 11 (BA-11): ADDITIONAL CLIMBING BOULDER IN BOULDERING AREA.

BID ALTERNATE NO. 12 (BA-12): PARK ENTRY SIGN.

BID ALTERNATE NO. 13 (BA-13): PARK SIGNAGE PER OVERALL SIGN PLAN (LS102).

BID ALTERNATE NOTES:

1. INDIVIDUAL BID ALTERNATES SHALL INCLUDE ALL WORK REQUIRED FOR A COMPLETE INSTALLATION OF THAT BID ALTERNATE INCLUDING ALL REQUIRED PERMITS AND APPROVALS.

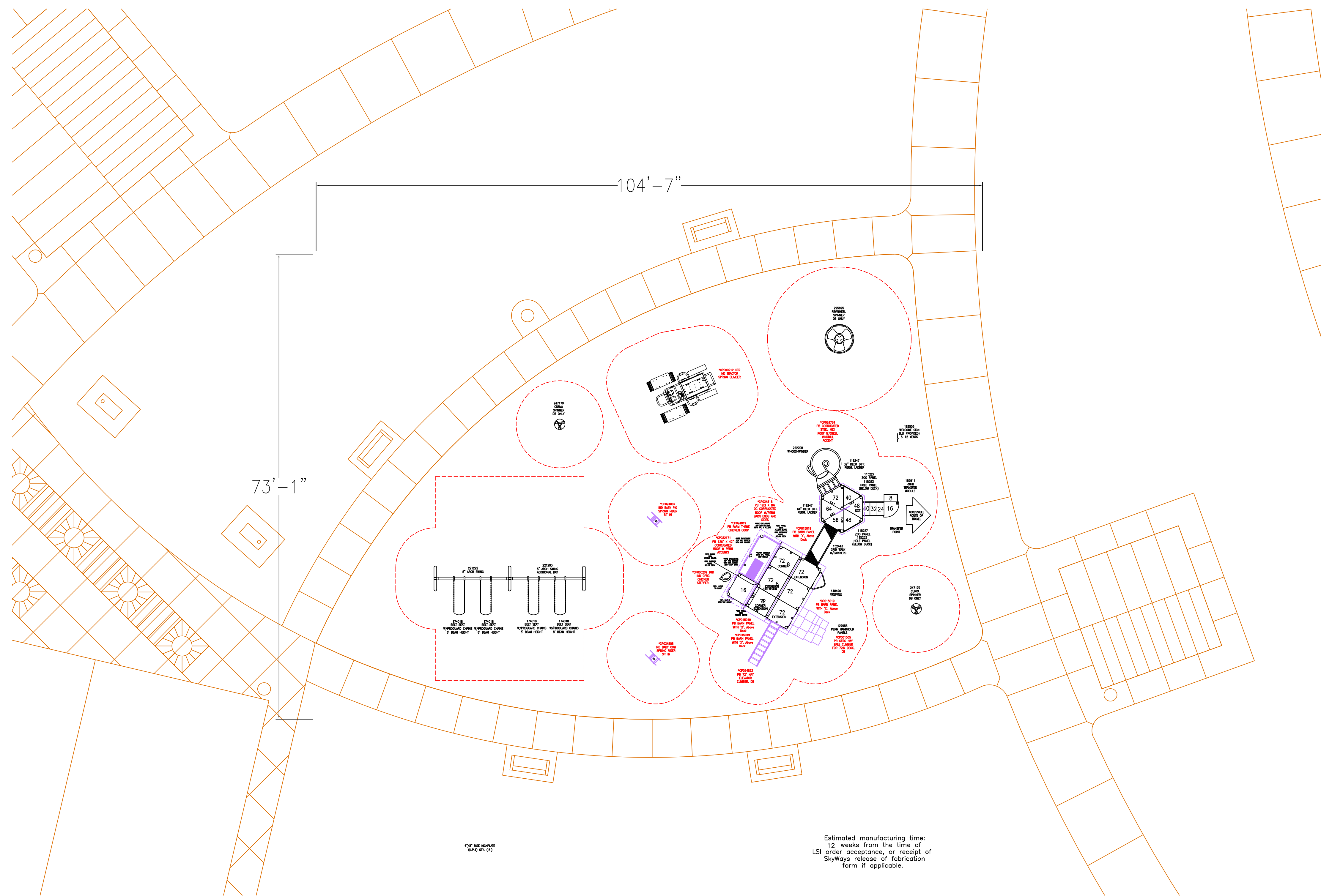
2. PROVIDING UTILITY SERVICE TO THE VICINITY OF A BID ALTERNATE FOR FUTURE CONNECTION SHALL BE PROVIDED IN THE BASE BID. FOR EXAMPLE, WATER AND POWER SHALL BE PROVIDED TO THE BASE BID AND NOT PART OF THAT BID ALTERNATE. SIMILARLY, POWER STUBS/CONDUIT FOR LIGHTING ASSOCIATED WITH PAVILIONS THAT ARE BID ALTERNATES SHALL BE PART OF THE BASE BID, WHEREAS THE ACTUAL LIGHTING FOR THOSE PAVILIONS SHALL BE COVERED IN THE BID ALTERNATE.

Cory A. Shupe
 Professional Engineer
 License No. 22383
 State of Utah



blu line design
 401 W. West Ropelato Drive
 Nibley, UT 84321
 801.273.3177

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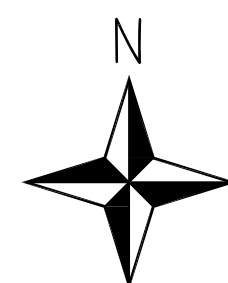
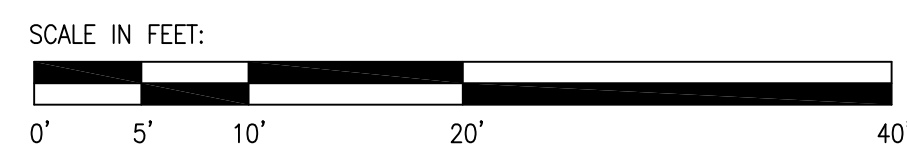


PlayBooster®
(5-12 years)
Max Fall Height: 96 inches

SEE SHEET
R-10 (1)

Estimated manufacturing time:
12 weeks from the time of
order acceptance, or receipt of
LSI release of fabrication
form if applicable.

TOTAL ELEVATED PLAY COMPONENTS	9		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	6	REQUIRED	5
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	13	REQUIRED	3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	7	REQUIRED	7



Ridgeline Park
Nibley, Utah

Sonntag Recreation
Jeff Sonntag

SYSTEM TYPE:
PlayBooster

DRAWING #:
1173669-01-02

landscape structures



The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

AREA OF ACCESSIBLE/PROTECTIVE SURFACING (POURED-IN-PLACE SUGGESTED)
5,212 SQFT (TURF)

DESIGNED BY:
SP

COPYRIGHT: 6/5/23
LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6091

3/29/23	1173669-01-01	SP
Date	Previous Drawing #	Initials



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Agenda Item #12

Description	Discussion and Consideration: Resolution 24-12 – A Resolution Expressing Support for the use of RAPZ/Restaurant Tax Revenue to fund a County wide Indoor Recreation Feasibility Study
Presenter	Justin Maughan, City Manager and Larry Jacobsen, Mayor
Staff Recommendation	Discuss indoor recreation issues and consider Resolution 24-12.
Reviewed By	Mayor, City Manager, Recreation Director

Background

Staff will provide the Council with an update on the Indoor Recreation Feasibility Study, and how it relates to an ongoing effort of a coalition of other municipalities and citizens to get RAPZ tax funding for a County wide study. VCBO, the consultant selected to conduct the Nibley City Feasibility study, will be on hand to discuss the issue and make recommendations. A draft resolution has been put together expressing support for the County wide study, should the Council wish to approve it.

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RESOLUTION 24-12

A RESOLUTION EXPRESSING SUPPORT FOR THE USE OF RAPZ/RESTAURANT TAX REVENUE TO FUND A COUNTY WIDE INDOOR RECREATION FEASIBILITY STUDY

WHEREAS, Nibley City has conducted numerous public outreach efforts that show public support for indoor recreation along with a willingness to fund indoor recreation; and

WHEREAS, Regional support for indoor recreation has been demonstrated by neighboring cities; and

WHEREAS, Citizen support for indoor recreation has been demonstrated by the organic organization of an ad hoc committee that met, discussed, and submitted a RAPZ tax funding application for a feasibility study; and

WHEREAS, Data show that recreation opportunities and programs contribute to healthy and connected communities. Often these opportunities are needed to be made available by the government because the need to generate a large profit is diminished, unlike any private endeavor; and

WHEREAS, Cache County Code 3.82.050.C allows RAPZ/Restaurant Tax to be used for capital projects that develop recreational facilities; and

WHEREAS, Capital projects include planning, feasibility studies, and architectural and engineering design, in addition to actual construction; and

WHEREAS, The Cache County Council has established the use of RAPZ/Restaurant Tax for previous feasibility studies, including feasibility studies for the Events Center at the County Fairgrounds and trail projects; and

WHEREAS, A well-executed feasibility study will provide opportunities to seek funding from State and Federal sources, potentially helping with future construction of a Recreation Center; and

WHEREAS, A feasibility study was recommended for approval by the RAPZ committee assigned make an official recommendation to the Cache County Council; and

WHEREAS, If properly executed, an indoor recreation center could be a source of future RAPZ/Restaurant tax revenues; and

WHEREAS, The agreement between the Logan City School District and Logan City will soon expire, curtailing public use of the Logan City Recreation Center; and

WHEREAS, More can be accomplished on a county-wide scale than if Nibley City, or any other municipality, attempts to build a recreation center on its own; and

WHEREAS, Nibley City is willing to commit \$90,000 to study indoor recreation needs and desires for Nibley and collaborating south-county cities that will directly contribute and supplement any county effort; and

WHEREAS, Constructing a large-scale recreation facility would be a substantial investment of public funds. Proper planning and studying is necessary to ensure that citizens are heard, given the opportunity to participate, to be educated on the topic and express their opinion by voting on the matter.

NOW, THEREFORE, BE IT RESOLVED, BY THE NIBLEY CIY COUNCIL THAT:

1. The Nibley City Council fully supports the use of RAPZ/Restaurant tax funds to conduct a county-wide feasibility study of an Indoor Recreation Center.
2. The Nibley City Council requests that the Cache County Council approve the RAPZ tax funding recommendations made by the RAPZ Tax Review Committee.

Dated this ____ day of _____, 2024.

Larry Jacobsen, Mayor

ATTEST: _____
Cheryl Bodily, City Recorder

Agenda Item #13

Description	Workshop: Resolution 24-10--Amending the Budget for the Various Funds of Nibley City for the Fiscal Year 2023-24, and Adopting the Budget for the Various Funds of Nibley City and Other Budgetary Matters for Fiscal year 2024-25 and Adjusting Certain Fees and Payments for Services
Presenter	Justin Maughan, City Manager
Recommendation	
Reviewed By	Mayor, City Manager, City Treasurer

Background:

Nothing new to add.

Previous Background:

Staff have put considerable time and effort into the budget over the past month and a half. This will be a workshop to formally kick off the budgeting process with the Council and introduce some of the changes that are being proposed by staff. Staff would like to present a behind the scenes look into how the numbers that are being proposed have been generated and discuss other key points.

The key points to discuss will be:

- Quick review of current year budget
- Sewer Treatment Expense Increase
- Proposed tax revenue projections, with and without raising taxes
- Sales tax projections
- Proposed growth projections of new homes and townhomes
- Closer look at budgeting for employee benefits
- Cost of Living Adjustments for employees
- Tier Two Retirement Contributions
- Water Department and water rates
- Vehicle and fleet management
- Interest earnings continue to be high; we expect a small reduction this coming fiscal year when interest rates are reduced.
- Regular inflation expected for utilities, vehicle fuel, memberships and dues, education, travel, and training, facilities and maintenance accounts, postage, IT expenses, road salt, as well as credit card processing fees

- Fire protection costs will increase \$.50 per year per citizen, library costs will increase \$1 per year per family membership, Cache County Ambulance Service will increase by 3%, and Communication 911 fees to Logan City have increased.
- Increased funds for house maintenance on rentals, as we expect roof repairs.
- We may install new streetlights in some underserved areas.
- Professional services budget has increased to hire a consultant to assist with grants and Plan updates.

- Possible Grants

CCOG – 1200 West Phase 3,4 and 5-we were awarded \$3.4 M for Phases 3 and 4 and \$1.9M for Phase 5, some of which we have already received.

UORG – Ridgeline Park Bike skills course \$750,000

UORG - Firefly Classroom- \$10,000

LWCF – Ridgeline Park \$1,265,000

Morgan Farm - \$40,000

RAPZ Feasibility Study for Indoor Recreation Space—Nibley City may participate on some level in a countywide feasibility study and these funds would not be included in our finances.

Population RAPZ \$23,000

No Firefly RAPZ this year

UDOT Tech Planning – General Plan \$40,000

Historical Preservation Grant for City documents \$7500

RMP for Childrens Theater \$2500

RAPZ for Childrens Theater \$1500

Utah Arts and Museums \$1250

Safe Routes to School – 3200 South Sidewalk \$110,000

Possible water project funding

- Proposed capital projects-including Ridgeline Park, 1200 West, etc.
- Capital Outlay Equipment and Improvements
- Future Schedule for budget process
- New Mission Statements and Performance Measures have been added to the document to adhere more closely to GFOA standards.