



Notice of Electronic Meeting

One or more City Council members may be physically absent from this meeting but may participate electronically.

The American Fork City Council will meet in a regular session on Tuesday, October 14, 2025, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member Carroll; roll call.
2. Twenty-minute public comment period - limited to two minutes per person.
3. City Administrator's Report
4. Council Reports
5. Mayor's Report

COMMON CONSENT AGENDA

(*Common Consent* is that class of Council action that requires no further discussion or which is routine in nature. All items on the Common Consent Agenda are adopted by a single motion unless removed from the Common Consent Agenda.)

1. Approval of the September 9, 2025, city council minutes.
2. Approval of the September 16, 2025, work session minutes.
3. Ratification of city payments (September 17, 2025, to October 7, 2025) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action on a resolution approving a Land Use Map Amendment, known as Maxwell Square, located at 148 North 100 East. The Land Use Map Amendment will be on approximately 0.93 acres and is in the Residential High Density and will change to the General Commercial land use designation.
2. Review and action on the reallocation of American Fork City Parks and Library PARC Tax project funds.
3. Review and action on an ordinance approving the vacation of a portion of a public right-of-way located at approximately 350 South 900 West.
4. Review and action on approval of revisions to a Master Services Agreement for JUB Engineers, Inc.
5. Review and action on an ordinance approving a Code Text Amendment, known as Administrative Site Plan Approvals, of the American Fork City Municipal Code.

Amending Section 17.6.101, the Code Text Amendment plans to amend the Site Plan Approval Process.

6. Review and action on the award of the contract for the Fiscal Year 2026 Crack Seal Project to Superior Asphalt, LC.
7. view and action on the award of the contract for the Fiscal Year 2026 Slurry Seal project to Morgan Pavement Maintenance.
8. Review and action on the award of the contract for the Caveman Blvd (600 East) 300 North Traffic Signal Project to Infrastructure Power Group, LLC.
9. Adjournment.

Dated this 9th day of October 2025.

/s/Terilyn Lurker
City Recorder

- In accordance with the Americans with Disabilities Act, the City of American Fork will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 801-763-3000 at least 48 hours in advance of the meeting.
- The order of agenda items may be changed to accommodate the needs of the City Council, staff, and the public.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 14, 2025**

Department Planning Director Approval Patrick O'Brien

AGENDA ITEM Review and action on a resolution approving a Land Use Map Amendment, known as Maxwell Square, located at 148 North 100 East. The Land Use Map Amendment will be on approximately 0.93 acres and is in the Residential High Density and will change to the General Commercial land use designation.

SUMMARY RECOMMENDATION

Planning Commission Recommended Approval.

BACKGROUND

The proposed amendment to the Land Use Map looks to change from the Residential High Density to the General Commercial land use. The change in the land use map is requested by the applicant to provide a mixed-use development.

BUDGET IMPACT

N/A

SUGGESTED MOTION

I move to adopt the resolution approving the Land Use Map Amendment, located at approximately 148 N 100 E, American Fork City, from the Residential High Density land use to the General Commercial land use designation, subject to any conditions found in the staff report with instructions to the City Recorder to withhold publication of the resolution subject to all conditions identified in the public record of the September 3, 2025, Planning Commission meeting have been met.

I move to deny the resolution for the Land Use Map Amendment, located at approximately 148 N 100 E, American Fork City, from the Residential High Density land use to the General Commercial land use designation.

I move to table the resolution for the Land Use Map Amendment, located at approximately 148 N 100 E, American Fork City, from the Residential High Density land use to the General Commercial land use designation, and instruct staff/developer to.....

SUPPORTING DOCUMENTS

COMMENTS (2025.08.27) Compatability Statement_Maxwell Square_20250806_v1 (PDF)

COMMENTS (2025.08.27) Existing Conditions_Maxwell Square_20250806_v2 (PDF)

COMMENTS (2025.08.27) General Plan_Maxwell Square_20250806_v1 (PDF)

COMMENTS (2025.08.27) Legal Description020390012_Maxwell Square_20250814_ (PDF)

COMMENTS (2025.08.27) Legal Description020390013_020390014_Maxwell
Square_20250814_v1 (PDF)

COMMENTS (2025.08.27) Vicinity Map_Maxwell Square_20250806_v2 (PDF)

Maxwell Square LUMA (148 N 100 E) - Staff Report (PDF)

Maxwell Square Land Use Map Amendment Resolution (PDF)

09.03.2025 UNAPPROVED PC Meeting Minutes (PDF)



American Fork City Development Review Committee	
Planning and Zoning Reviewed copperman 08/26/2025	↙ No comments
Engineering Division Reviewed rburkhill 08/27/2025	↙ No comments

Next Step:
 Proceed to Planning Commission
 09/03/2025

American Fork City
51 E Main St.
American Fork, UT 84003

40 North Real Estate Development
& Construction
965 W 2760 N
Pleasant Grove, UT 84062

Project Overview and Location

The proposed "Maxwell Square" development, located at **126 N. 100 E., American Fork, Utah 84003**, is designed by CORE Architecture, LLC, as a vibrant infill housing solution that activates a central parcel near the city's core. The project proposes **rezoning parcel: 02-039-0012 to the CC-1 Zone to accommodate higher-density multi-family residential development** with a mixed-use ground level.

The building will consist of five levels of residential units above a commercial ground floor. It includes:

- **18 one-bedroom units** at 694 SF each
- **18 two-bedroom units** at 1,012 SF each
- **A 2,026 SF business space** on the ground floor

The total building area is approximately **32,532 SF**, reflecting a strong utilization of this strategically located infill lot.

Legal Description and Lot Size

The legal description is as follows: *"Commencing 302.58 feet South of the Northwest Corner of Lot 5, Block 26, Plat A, American Fork City Survey; thence South 71 feet; thence East 11.52 rods; thence North 71 feet; thence West 11.52 rods to the point of beginning."*

- Lot dimensions: **71 feet (N-S)** by **190.08 feet (E-W)**
- Approximate lot size: **13,495.68 SF** (≈ **0.31 acres**)

The development consists of three contiguous parcels totaling approximately 0.93 acres (≈ 0.31 acres + ≈ 0.30 acres + ≈ 0.32 acres). **Parcels:** 02-039-0012, 020390013, and 020390014

Land Use Context in American Fork City

While the parcel is currently designated as part of the **Residential High Density Planning District**, its unique placement along **100 East**—a key corridor that serves as a transition between residential and commercial uses—makes it well-positioned for **rezoning to allow high-density residential** development.

This proposal aligns with **American Fork City's General Plan**, which emphasizes principles such as:

- Encouraging prosperity and aesthetic improvements
- Supporting smart growth and infill redevelopment
- Promoting a mix of land uses that enhance livability and economic vitality

The surrounding area already includes a **blend of commercial and multi-family properties**, and this project would extend the vibrancy of the nearby General Commercial Planning District while addressing the region’s growing need for high-quality housing options. Rezoning this parcel enables the City to fulfill key land use goals, especially those related to walkability, mixed-use development, and housing supply near transit and downtown services.

Compatibility Assessment

1. Proposed Use – Multi-Family Residential with Ground-Level Commercial

- The Maxwell Square project reflects a **strategic infill development** combining residential and commercial elements.
- The **residential component** responds directly to housing demand and supports city goals for providing diverse housing options.
- The **ground-floor business area** contributes to mixed-use vitality, supporting adjacent commercial corridors and walkable neighborhoods.

2. Density

- The project is located in a **transitional area** between commercial and residential zones.
- It activates an **underutilized lot** in the downtown core.
- High-density development is a **necessary urban response** to growth pressures and housing shortages.
- A **zone change** designation would allow the City to manage this increased density while ensuring design quality and infrastructure adequacy.

3. Building Scale and Design

- The proposed structure includes **five levels of residential over a business base**, with an overall approximate height of **55’**.
- Exterior materials such as **brick, stucco, fiber cement, glass, and metal**.
- The form and massing reflect best practices in **urban design**, contributing positively to the surrounding streetscape.

4. Parking

- The plan includes **76 total parking stalls** (74 standard, 2 ADA), adequately serving both residential and commercial tenants.
- Final parking compliance will adhere to American Fork City’s zoning ordinances and development standards.

5. Setbacks

- Proposed setbacks meet or exceed local zoning minimums:
- **Front Yard: 0' minimum**
- **Side Yard: 5' minimum**
- **Rear Yard: 5' minimum**

These setbacks support both pedestrian orientation and compatibility with nearby structures.

6. Safety and Infrastructure

- Includes a **fully sprinkled building (NFPA 13 compliant)**
- Incorporates **fire-rated separations, ADA access, and engineering coordination** across MEP disciplines
- The project is prepared to meet **all city utility and infrastructure standards**, including water, sewer, and emergency access

Overall Compatibility Summary

The **Maxwell Square** project offers a well-aligned, forward-thinking development opportunity that supports:

- Downtown revitalization
- High-quality infill housing
- Mixed-use activity
- Public safety and infrastructure readiness

A zone change would allow the City to accommodate this thoughtful redevelopment while maintaining full control over design, parking, and public benefit expectations.

1. Density & Height Compatibility

- The CC-1 zone allows unlimited height and is intended for urban-scale development.
- The project bridges commercial and residential zones and supports walkable mixed-use growth.
- Design incorporates high-quality materials and architectural articulation to reduce visual massing.
- City planning staff have expressed this is the type of project they want in the area.

2. Parking Sufficiency

- 76 total stalls meet or exceed minimum parking requirements.
- Commercial use is low-impact; shared-use parking strategy accommodates guest needs.
- On-street and transit access adds flexibility.

3. Traffic & Circulation

- A traffic study is being commissioned to reflect the final 37-unit layout and ensure traffic circulation aligns with city standards.

- Site access remains unchanged and is designed for safe circulation.
- Project enhances pedestrian safety and sidewalk continuity.

4. Infrastructure Load

- Building will be ADA-compliant and meet all utility standards.
- Impact fees will support infrastructure.
- Coordination with city engineering ensures capacity and compliance.

5. Commercial Viability

- Ground-floor space targets neighborhood-serving businesses (e.g., café, office).
- Downtown foot traffic and civic proximity support success.
- Space contributes to activated street frontage and vibrancy.

6. Transition to Neighborhood Character

- Setbacks and material selection soften scale transitions.
- Adjacent zones already allow medium-to-high intensity uses.
- Landscaping and form reduce impacts on nearby structures.

7. Design & Massing

- Conforms to best practices in downtown architecture.
- Quality material add durability and appeal.
- Building mass broken down into a pedestrian-friendly scale.

8. Public Benefit / Amenities

- Adds urgently needed housing in the walkable core.
- Commercial space enhances mixed-use vitality.
- Potential resident amenities include a fitness space.

9. Consistency with General Plan

- Aligns with policies on infill, mixed-use, and transit-oriented development.
- Strengthens downtown core and revitalizes underutilized parcel.
- Fully supports General Plan goals for density and livability.

10. Community Opposition

- Open to outreach, feedback, and public engagement.
- No variances required — all standards are met.
- Supported by planning staff as consistent with the vision for the area.



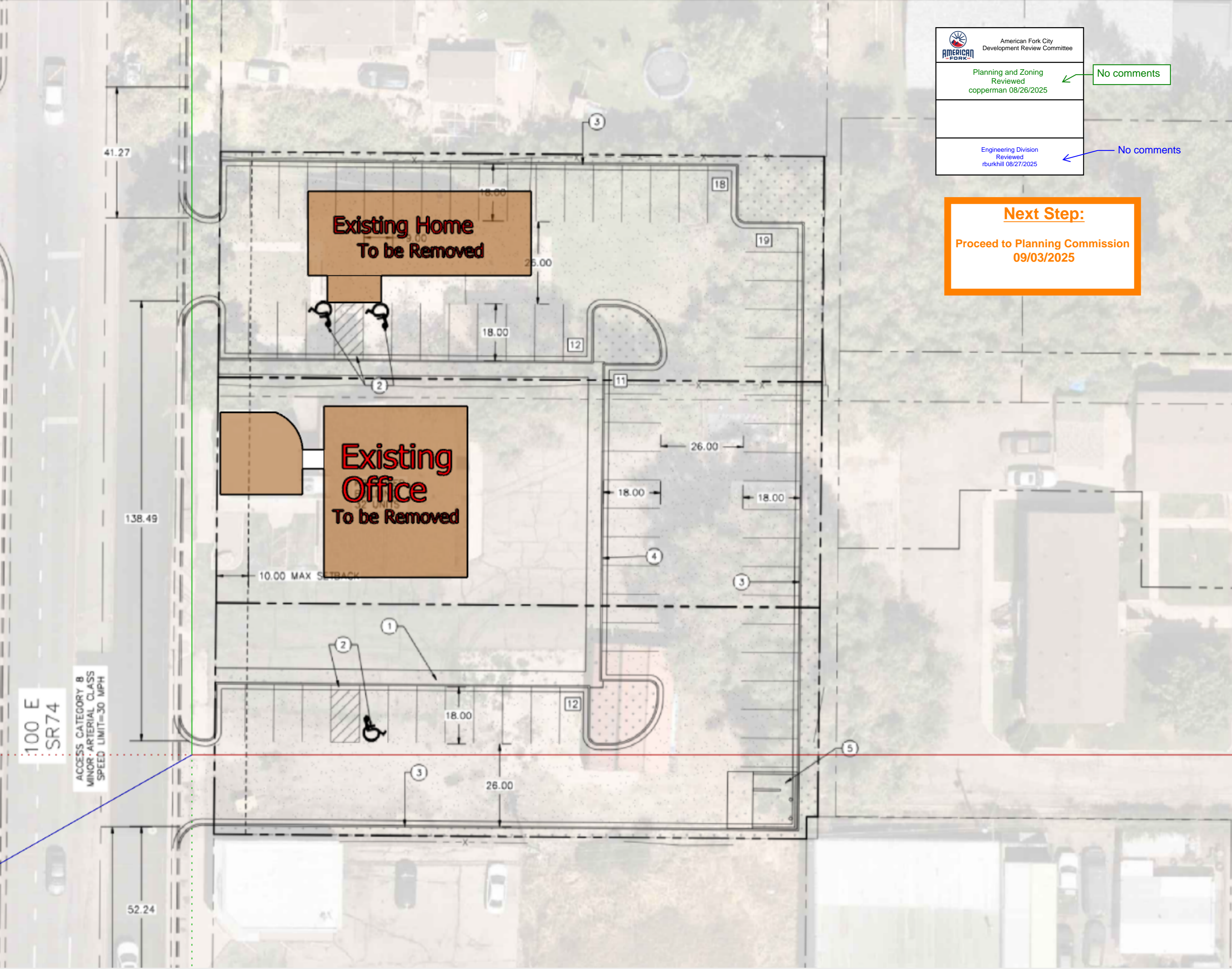
LOT LINES (PROPERTY)	---
EXISTING CURB AND GUTTER	==
PROPOSED CURB AND GUTTER	====
SETBACK LINE	- - - -
EXISTING FENCE	- - - - X - - - -
LANDSCAPE AREA	[Pattern]
CONCRETE AREA	[Pattern]

American Fork City Development Review Committee
Planning and Zoning Reviewed copperman 08/26/2025
Engineering Division Reviewed burkhill 08/27/2025

No comments

No comments

Next Step:
Proceed to Planning Commission
09/03/2025



SITE DATA

LOT AREA:	40,812	SF (0.94 ACRES)
BUILDING AREA:	10,785	SF± 26.4%
PAVEMENT AREA:	26,719	SF± 65.5%
LANDSCAPE AREA:	3,308	SF± 8.1%

BUILDING DATA

ZONE: CC-1 (CENTRAL COMMERCIAL ZONE)

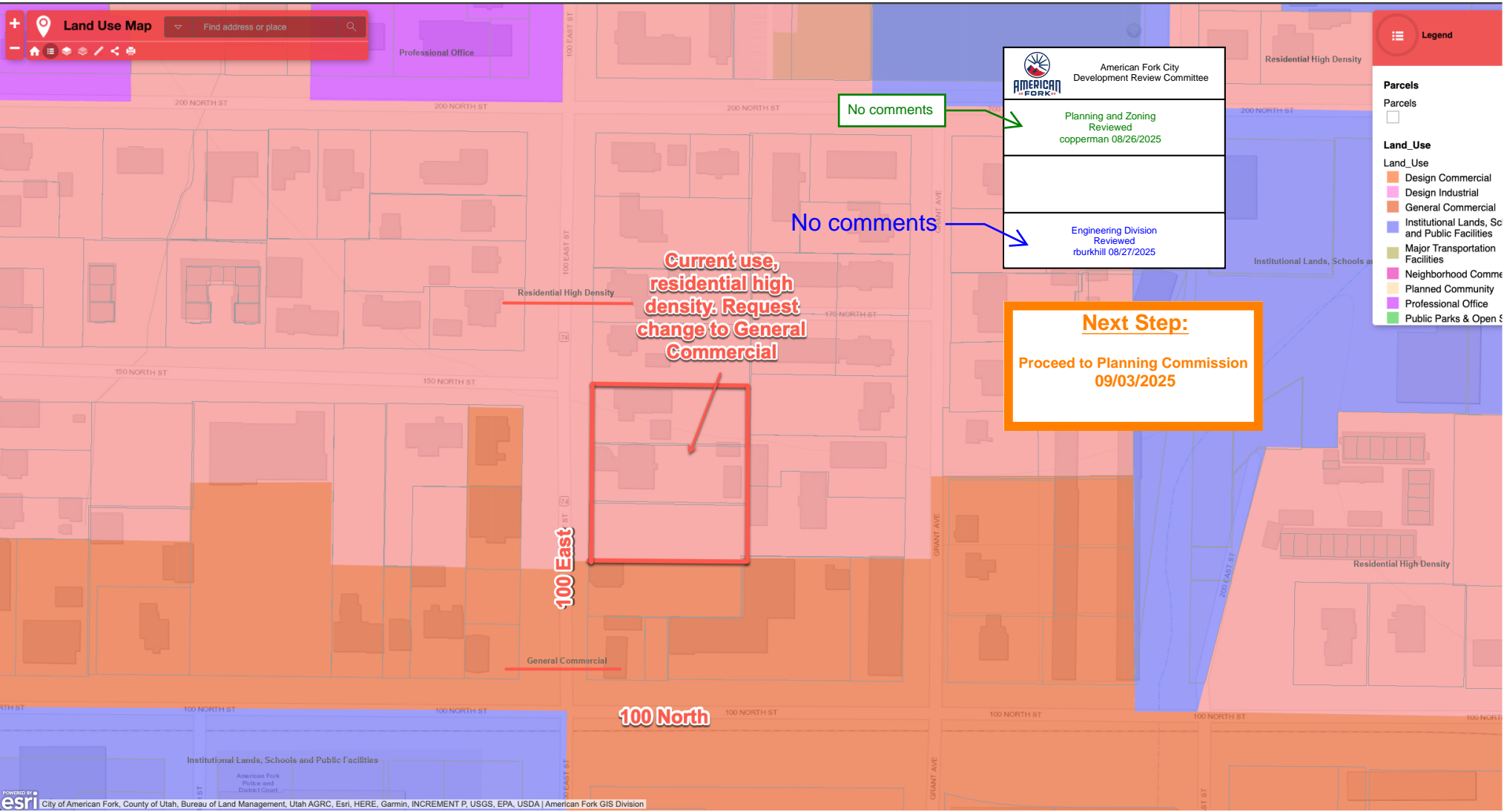
SETBACKS:
FRONT YARD: 10' MAXIMUM
SIDE YARD: 0'
REAR YARD: 0'

PARKING TABULATION

REQUIRED:	3.5 PER 1,000 SF FOR RETAIL
	2.25 PER UNIT FOR RESIDENTIAL
REQUIRED:	72 STALLS (32 X 2.25 = 72)
PROVIDED:	72 STALLS
	3 ADA STALLS

- SITE DESIGN NOTES:**
- PROPOSED SIDEWALK PER APWA PLAN 231.
 - ALL ADA STALLS AND RAMPS TO BE INSTALLED PER ADA STANDARDS.
 - PROPOSED CURB & GUTTER PER APWA PLAN 205 TYPE E.
 - PROPOSED REVERSE PAN CURB AND GUTTER PER DETAIL 1.
 - PROPOSED DUMPSTER LOCATION.

Attachment: COMMENTS (2025.08.27) Existing Conditions_Maxwell Square_v2 (Maxwell Square Land Use Map Amendment)



Attachment: COMMENTS (2025.08.27) General Plan_Maxwell Square_v1 (Maxwell Square Land

 American Fork City Development	4.1.d
Planning and Zoning Reviewed copperman 08/26/2025	
Engineering Division Reviewed rburkhill 08/27/2025	

No comments

No comments

WARRANTY DEED

Terree Hoggard, Trustee of the Hoggard Family Revocable Trust Agreement dated February 15, 2012,

Next Step:

Proceed to Planning Commission
09/03/2025

GRANTOR(S), of American Fork, State of Utah, hereby conveys and warrants to

Greg Roper, married man,

GRANTEE(S), of Pleasant Grove, State of Utah

for the sum of Ten and no/100 (\$10.00) DOLLARS and other good and valuable consideration, the following described tract of land in Utah County, State of Utah:

Commencing 302.58 feet South of the Northwest Corner of Lot 5, Block 26, Plat A, American Fork City Survey; thence South 71 feet; thence East 11.52 rods; thence North 71 feet; thence West 11.52 rods to the point of beginning.

TAX ID NO.: 02-039-0012 (for reference purposes only)

SUBJECT TO: Property taxes for the year 2025 and thereafter; covenants, conditions, restrictions, reservations and easements of record; and all applicable zoning laws and ordinances.

[Signature on following page]

Attachment: COMMENTS (2025.08.27) Legal Description 020390012_Maxwell Square_20250814_ (Maxwell Square Land Use Map Amendment)



WARRANTY DEED

GRANTOR(S): Jerry D. Edwards

hereby CONVEY(S) and WARRANT(S) to:

GRANTEE(S): Roper Improvement, LLC, a Utah Limited Liability Company as to an undivided 73% and GC Holdings LLC as to undivided 27%

for the sum of Ten Dollars and Other Good and Valuable Consideration the following described tract(s) of

land in Utah County, State of UTAH:

Parcel 1: Commencing 373.58 feet South of the Northwest Corner of Lot 5, Block 26, Plat "A", American

Fork City Survey of Building Lots; thence South 71.00 feet; thence East 190.08 feet; thence North 71.00

feet; thence West 190.08 feet to the point of beginning.

Parcel 2: Commencing 142.58 feet North of the Southwest Corner of Block 26, Plat "A", American Fork City Survey of Building Lots; thence North 72.84 feet; thence East 11.52 rods; thence South 72.84 feet; thence West 11.52 rods to the place of beginning.

Less and Excepting that portion conveyed in that certain Boundary Line Agreement, recorded February 6,

1990, as Entry No. 3860, in Book 2663, at Page 810.

Tax Parcel No.: 02:039:0013 and 02:039:0014


SUBJECT TO County Taxes and Assessments not delinquent, Easements, Rights of Way, Covenants, Conditions and Restrictions now of record

WITNESS, the hand(s) of said Grantor(s), this EXECUTED this 29th day of May, 2018.

Next Step:
Proceed to Planning Commission
09/03/2025

No comments

No comments

 American Fork City Development Review Committee		4.1.e
Planning and Zoning Reviewed copperman 08/26/2025		
Engineering Division Reviewed rburkhill 08/27/2025		



ALTA/NSPS LAND TITLE SURVEY FOR LEGEND ENGINEERING

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AMERICAN FORK CITY, UTAH COUNTY, UTAH JULY 2025

Table with 2 columns: Reviewer/Comments and Date. Includes American Fork City Development Review Committee and Engineering Division.

Next Step: Proceed to Planning Commission 09/03/2025

COMMITMENT NUMBER: 112858-25 COMMITMENT DATE: MAY 22, 2025 AT 8:00 AM TO: ROPER IMPROVEMENTS, LLC, A UTAH LIMITED LIABILITY COMPANY AS TO AN UNDIVIDED 73% AND GC HOLDINGS LLC AS TO UNDIVIDED 17% PROSPECT TITLE INSURANCE AGENCY, LLC. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS...

Handwritten signature of Nathan B. Weber, PLS

DATE OF PLAT: JULY 15, 2025 PROFESSIONAL LAND SURVEYOR NATHAN B. WEBER, PLS LICENSE NO. 5152762

LEGAL DESCRIPTION

COMMENCING 142.58 FEET NORTH OF THE SOUTHWEST CORNER OF BLOCK 26, PLAT "A", AMERICAN FORK CITY SURVEY OF BUILDING LOTS; THENCE NORTH 72.84 FEET; THENCE EAST 11.52 RODS; THENCE SOUTH 72.84 FEET; THENCE WEST 11.52 RODS TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING THAT PORTION CONVEYED IN THAT CERTAIN BOUNDARY LINE AGREEMENT, RECORDED FEBRUARY 6, 1990, AS ENTRY NO. 3860, IN BOOK 2663, AT PAGE 810.

SCHEDULE B, PART II EXCEPTIONS

- ITEMS 1- 11 ARE NOT SHOWN INTENTIONALLY AS THEY ARE NOT SURVEY ITEMS. 12. SUBJECT TO ALL EXISTING ROADS, STREETS, ALLEYS, DITCHES, RESERVOIRS, UTILITIES, CANALS, PIPELINES, TRANSMISSION LINES, FENCE LINES, POWER, TELEPHONE, SEWER, GAS OR WATER LINES, RIGHTS OF WAY, RESTRICTIONS, AND EASEMENTS (IF ANY) NOW EXISTING OVER, UNDER, OR ACROSS SUBJECT PROPERTY.



VICINITY MAP NOT TO SCALE

COMMITMENT NUMBER: 112857-25 COMMITMENT DATE: MAY 23, 2025 AT 8:00 AM TO: ROPER IMPROVEMENTS, LLC, A UTAH LIMITED LIABILITY COMPANY AS TO AN UNDIVIDED 73% AND GC HOLDINGS LLC AS TO UNDIVIDED 17% PROSPECT TITLE INSURANCE AGENCY, LLC. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS...

Handwritten signature of Nathan B. Weber, PLS

DATE OF PLAT: JULY 15, 2025 PROFESSIONAL LAND SURVEYOR NATHAN B. WEBER, PLS LICENSE NO. 5152762

LEGAL DESCRIPTION

COMMENCING 373.58 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 5, BLOCK 26, PLAT "A", AMERICAN FORK CITY SURVEY OF BUILDING LOTS; THENCE SOUTH 71.00 FEET; THENCE EAST 190.08 FEET; THENCE NORTH 71.00 FEET; THENCE WEST 190.08 FEET TO THE POINT OF BEGINNING.

SCHEDULE B, PART II EXCEPTIONS

- ITEMS 1- 12, 14-15 ARE NOT SHOWN INTENTIONALLY AS THEY ARE NOT SURVEY ITEMS. 13. SUBJECT TO ALL EXISTING ROADS, STREETS, ALLEYS, DITCHES, RESERVOIRS, UTILITIES, CANALS, PIPELINES, TRANSMISSION LINES, FENCE LINES, POWER, TELEPHONE, SEWER, GAS OR WATER LINES, RIGHTS OF WAY, RESTRICTIONS, AND EASEMENTS (IF ANY) NOW EXISTING OVER, UNDER, OR ACROSS SUBJECT PROPERTY.

NOTES:

- THE BASIS OF BEARING IS SOUTH 89°50'45" WEST BETWEEN THE FOUND SOUTHEAST SECTION CORNER AND THE SOUTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH AS SHOWN. THE SURVEY CONTROL WAS ESTABLISHED WITH GPS. THE GPS DATA WAS MEASURED ON THE UTAH STATE PLANE CENTRAL ZONE USF NAD83 SYSTEM AND WAS THEN PROJECTED TO A LOW DISTORTION GROUND SYSTEM FOR THIS SURVEY.

COMMITMENT NUMBER: 189009-DWP COMMITMENT DATE: MAY 17, 2025 AT 7:30 AM TO: TERREE HODDARD, TRUSTEE OF THE HOGGARD FAMILY REVOCABLE TRUST AGREEMENT DATED FEBRUARY 15, 2012 COTTONWOOD TITLE INSURANCE AGENCY, INC. WEST COR LAND TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS...

Handwritten signature of Nathan B. Weber, PLS

DATE OF PLAT: JULY 15, 2025 PROFESSIONAL LAND SURVEYOR NATHAN B. WEBER, PLS LICENSE NO. 5152762

LEGAL DESCRIPTION

COMMENCING 302.58 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 5, BLOCK 26, PLAT A, AMERICAN FORK CITY SURVEY; THENCE SOUTH 71 FEET; THENCE EAST 11.52 RODS; THENCE NORTH 71 FEET; THENCE WEST 11.52 RODS TO THE POINT OF BEGINNING.

SCHEDULE B, PART II EXCEPTIONS

- ITEMS 1- 10 ARE NOT SHOWN INTENTIONALLY AS THEY ARE NOT SURVEY ITEMS. 11. RIGHT OF WAY AND UTILITY EASEMENT, INCLUDING ANY PRESUMED RIGHT, PRIVILEGE AND AUTHORITY BENEFITING THE CORRESPONDING UTILITY COMPANY FOR OVERHEAD TRANSMISSION LINES (INCLUDING ALL APPURTENANT POSTS, POLES, ANCHORS, CABLES, GUY WIRES AND FIXTURES), TO CONSTRUCT, OPERATE, MAINTAIN AND REMOVE EQUIPMENT AND OTHER FACILITIES, FROM TIME TO TIME, UPON, OVER AND ALONG THE SOUTH BOUNDARY OF THE SUBJECT LAND, AS EVIDENCED BY A VISUAL INSPECTION.

REFERENCE DOCUMENTATION

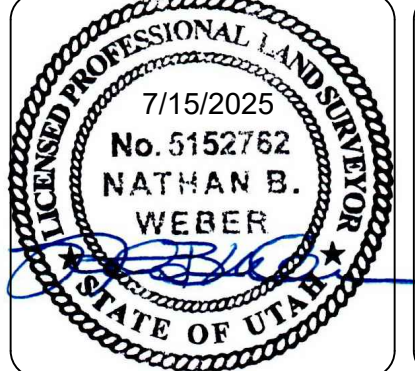
- DEEDS R-1 - WARRANT DEED, ENTRY NO. 41477 R-2 - WARRANT DEED, ENTRY NO. 167878 R-3 - WARRANT DEED, ENTRY NO. 167880 R-4 - WARRANT DEED, ENTRY NO. 78132 R-5 - SPECIAL WARRANTY DEED, ENTRY NO. 9876-2018 R-6 - RECONVEYANCE DEED, ENTRY NO. 52172 R-7 - BOUNDARY LINE AGREEMENT, ENTRY NO. 3860, BOOK 2663, PAGE 810

REFERENCE DOCUMENTS ARE ON FILE IN THE OFFICES OF THE UTAH COUNTY SURVEYOR

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DIAMOND LAND SURVEYING logo and contact information: 6891 South 700 West Ste. 150 Midvale, Utah 84047

ALTA/NSPS TITLE SURVEY 146 NORTH 100 EAST AMERICAN FORK, UT LEGEND ENGINEERING



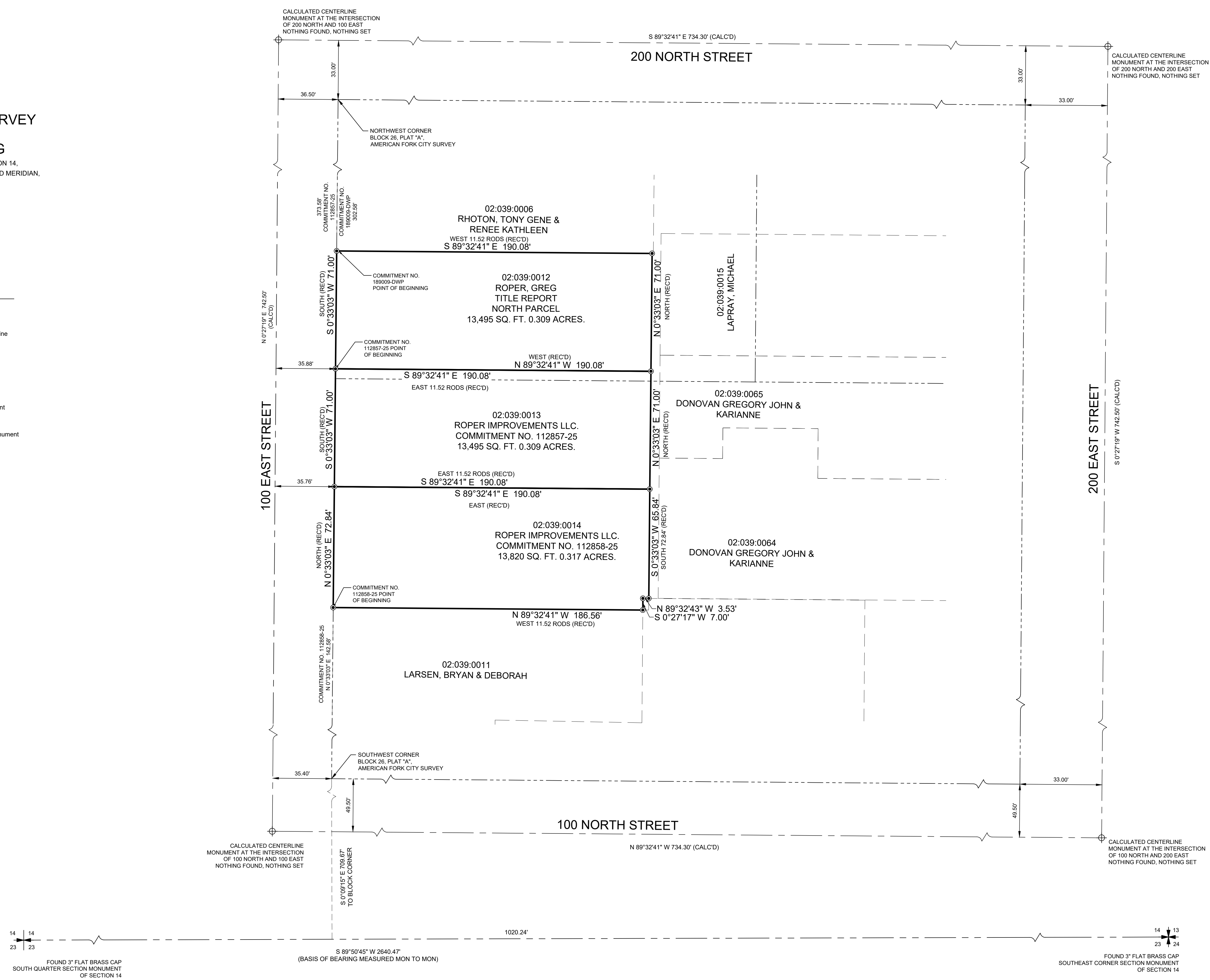
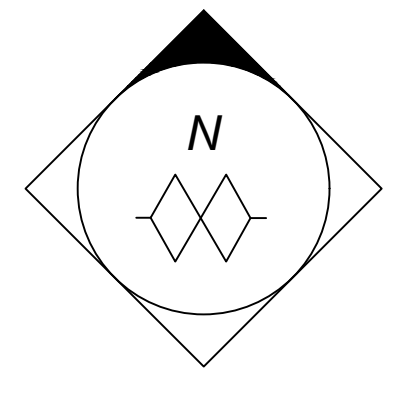
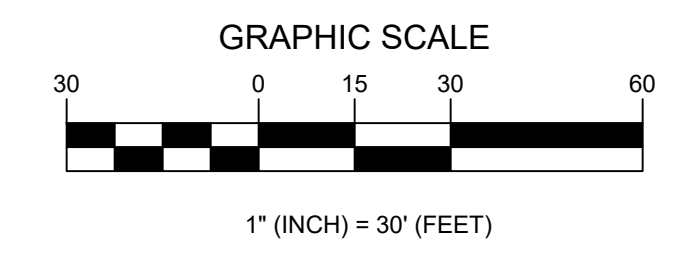
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

DATE PLOTTED 7/15/2025 JOB No. 25-134 SHEET 1 OF 3

ALTA/NSPS LAND TITLE SURVEY
 FOR
LEGEND ENGINEERING
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14,
 TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
 AMERICAN FORK CITY, UTAH COUNTY, UTAH
 JULY 2025

LEGEND

	Boundary Line
	Adjoiner Line
	Right-of-Way and Block 26 Lot Line
	Tie Line
	Section Line
	Road Center Line
	Property Corner to be Set
	Calculated Street Monument
	Found Quarter Section Monument
	Found Southeast Corner Section Monument



FOUND 3" FLAT BRASS CAP
 SOUTH QUARTER SECTION MONUMENT
 OF SECTION 14

S 89°50'45" W 2640.47'
 (BASIS OF BEARING MEASURED MON TO MON)

FOUND 3" FLAT BRASS CAP
 SOUTHEAST CORNER SECTION MONUMENT
 OF SECTION 14

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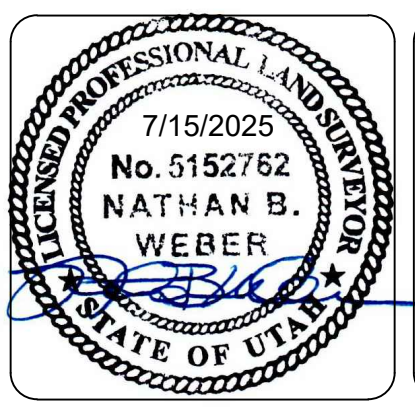
DIAMOND LAND SURVEYING

6891 South 700 West Ste. 150
 Midvale, Utah 84047
 Phone (801) 266-5099 Fax (801) 266-5032
 office@diamondlandsurveying.com
 www.diamondlandsurveying.com

Boundary Surveys
 Topography Surveys
 Subdivisions
 Construction Staking
 ALTA & N.S.P.S. Surveys

ALTA/NSPS TITLE SURVEY
 146 NORTH 100 EAST
 AMERICAN FORK, UT

LEGEND ENGINEERING

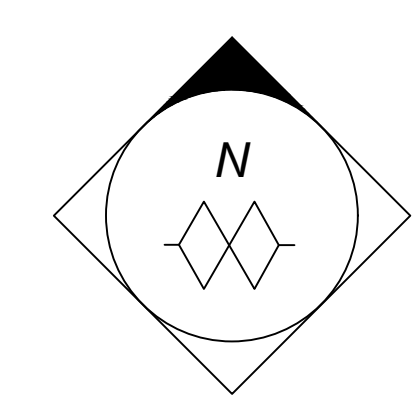
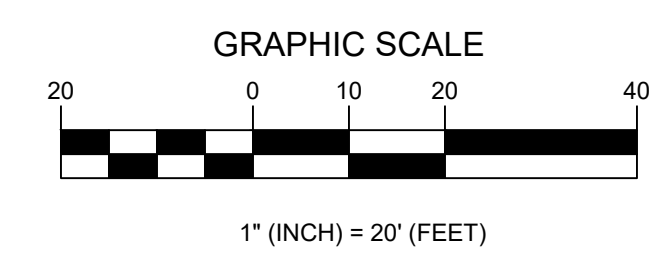


LOCATED IN THE SOUTHEAST QUARTER
 OF SECTION 14,
 TOWNSHIP 5 SOUTH, RANGE 1 EAST,
 SALT LAKE BASE AND MERIDIAN

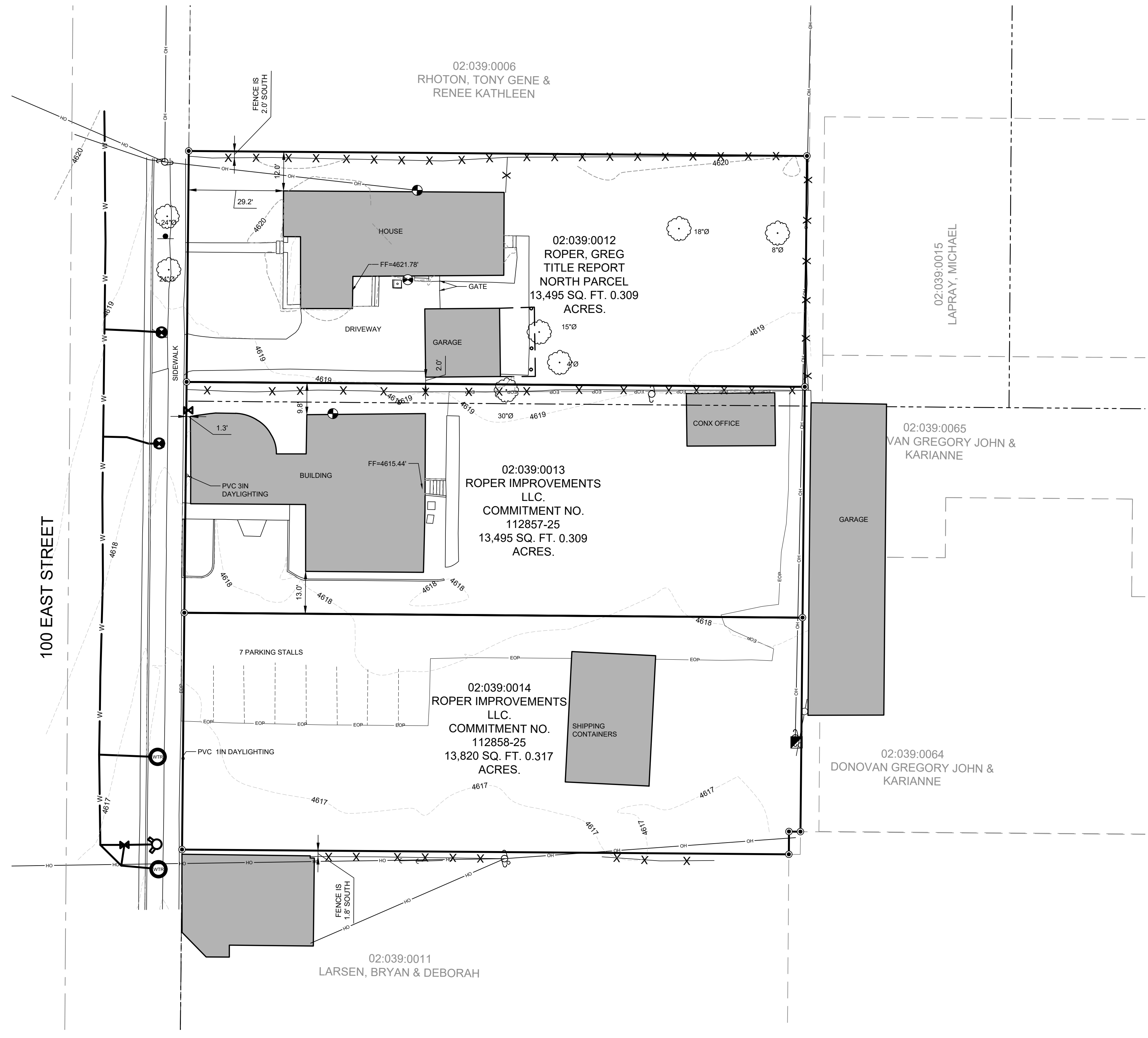
DATE PLOTTED	7/15/2025
JOB No.	25-134
SHEET	1 OF 3

ALTA/NSPS LAND TITLE SURVEY
 FOR
LEGEND ENGINEERING
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14,
 TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
 AMERICAN FORK CITY, UTAH COUNTY, UTAH
 JULY 2025

LEGEND	
	Boundary Line
	Adjoiner Line
	Right-of-Way And Block 26 Line
	Centerline Line
	Building
	Building Overhang
	Concrete Line
	Curb Line
	Edge of Pavement
	Water Line
	Overhead Power Line
	Fence Line
	Power Pole
	Water Valve
	Water Meter
	Sewer Manhole
	Fire Hydrant
	Electric Meter
	Gas Meter
	Communication Box
	Air Conditioner
	Sign
	Guy Wire
	Tree Size as Noted
	Property Corner to be Set



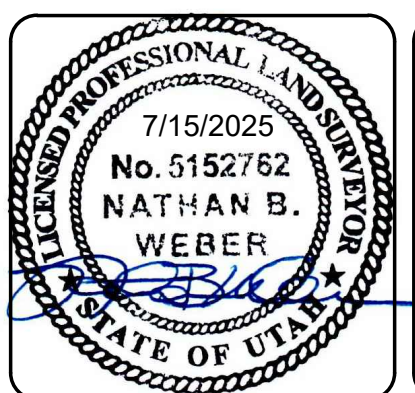
BENCHMARK:
 FOUND 3" FLAT BRASS CAP
 MONUMENT FOR THE SOUTHEAST
 CORNER OF SECTION 14.
 ELEV. = 4614.932'



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ALTA/NSPS TITLE SURVEY
 146 NORTH 100 EAST
 AMERICAN FORK, UT

LEGEND ENGINEERING



LOCATED IN THE SOUTHEAST QUARTER
 OF SECTION 14,
 TOWNSHIP 5 SOUTH, RANGE 1 EAST,
 SALT LAKE BASE AND MERIDIAN

DATE PLOTTED 7/15/2025
JOB No. 25-134
SHEET 1 OF 3



Planning Commission Staff Report
Meeting Date: September 03, 2025

Agenda Topic

Public hearing, review, and recommendation on an application for a Land Use Map Amendment, known as Maxwell Square, located at 148 N 100 E, American Fork City. The Land Use Map Amendment will be on approximately 0.93 acres and is in the Residential High Density and will change to the General Commercial land use designation.

BACKGROUND INFORMATION		
Location:		148 N 100 E
Project Type:		Land Use Map Amendment
Applicants:		Bryant Bishop
Existing Land Use:		Residential High Density
Proposed Land Use:		General Commercial
Surrounding Land Use:	North	Residential High Density
	South	General Commercial
	East	Residential High Density
	West	General Commercial
Existing Zoning:		CC-1 and R4-7500
Proposed Zoning:		CC-1
Surrounding Zoning:	North	R4-7500
	South	CC-1
	East	R4-7500
	West	CC-1

Background

The proposed amendment to the Land Use Map looks to change from the Residential High Density to the General Commercial land use. The change in the land use map is requested by the applicant to provide a mixed-use development.

Attachment: Maxwell Square LUMA (148 N 100 E) - Staff Report (Maxwell Square Land Use Map Amendment)



Chapter 17.11 Amendments

This development code, and the zoning map adopted as a part thereof, may be amended from time to time by the city council, but all proposed amendments must first be submitted to the planning commission for its recommendation. The procedure to be followed in amending the code and map shall be as set forth below.

Sec 17.11.101 Written Petition Required - City Initiated Amendments Permitted

Any person seeking an amendment of the development code or zoning map shall submit to the planning commission a written petition designating the change desired and the reasons therefor, and shall pay a nonrefundable filing fee in an amount established by resolution of the city council. Amendments to the code and map may also be initiated by action of the planning commission or upon request of the city council.

Sec 17.11.102 Planning Commission To Make Recommendations

Upon receipt of the petition the planning commission shall consider the request and, subject to completion of a public hearing on the matter before the planning commission with public notice given in accordance with the provisions of Section 17.11.103, shall submit its recommendations with respect thereto to the city council.

Sec 17.11.103 Planning Commission To Conduct Public Hearing Before Recommending Amendments - Notice Of Hearing To Be Provided

1. No ordinance approving an amendment to the official zone map or text of the development code, or approving a large scale development project may be enacted by the city council unless and until a public hearing relating to the proposed ordinance shall have been conducted by the planning commission.
2. Notice of the date, time and place of the first public hearing regarding a proposed amendment to the official zone map, text of the development code or ordinance of approval of a large scale development project shall be given at least 10 calendar days before the public hearing as follows:
 1. Published on the Utah Public Notice Website;
 2. Posted in at least three public locations within the city, or on the city's official website; and
 3. Mailed to each affected entity.



Sec 17.11.104 Amendments To Be Adopted By Council - Notice Required

1. The city council, at a public meeting called for the purpose, shall consider each proposed amendment to the official zone map, text of the development code, or ordinance of approval for a large scale development recommended to it by the planning commission and may act to adopt or reject the amendment or ordinance of approval as recommended by the planning commission or adopt the amendment after making any revision the city council considers appropriate.
2. Notice of the public meeting at which the city council will consider a proposed amendment or ordinance of approval shall be given at least twenty-four hours before the meeting, which notice shall, as a minimum, be posted in at least three public places within the city; or on the city's official website.

Sec 17.11.105 Amendments To Be Adopted By Ordinance - Public Notice Of Adoption

All amendments to the code and map shall be adopted, published and recorded in accordance with the applicable provisions of UCA 10-3-701 et seq.

17.11.200 Intent With Respect To Amendments

All amendments to this code and zone map shall be made in accordance with the general plan of land use. It is hereby declared to be public policy that this code shall not be amended unless it can be shown that changed or changing conditions make the proposed amendment reasonably necessary to the promotion of the purposes of this code.

Project Conditions of Approval

1. N/A

Findings of Fact

1. The Land Use Map Amendment, MEETS the requirements of Section 17.11.

Project Map



Standards Conditions of Approval

APPLICANT is responsible and shall submit/post/obtain all necessary documentation and evidence to comply with these Standard Conditions of Approval prior to any platting, permitting, or any other form of authorization by the City including plat recording or other property conveyance to the City and prior to scheduling a pre-construction meeting. All recording shall take place at the Utah County Recorder’s Office.

1. **Title Report:** Submit an updated Title Report not older than 30 days or other type of appropriate verification that shows all dedications to the City are free and clear of encumbrances, taxes, or other assessments.



Planning Commission Staff Report
Meeting Date: September 03, 2025

2. **Property Taxes and Liens:** Submit evidence that all the property taxes, for the current and/or previous years, liens, and agricultural land use roll over fees have been paid in full.
3. **Water Rights:** Submit evidence that all the required water rights have been conveyed to American Fork City.
4. **Performance Guarantee:** Post a performance guarantee for all required public and essential common improvements.
5. **Easements and Agreements:** Submit/record a long-term Storm Water Pollution Prevention Maintenance Agreement signed and dated by the property owner and any required easement documentation.
6. **Land Disturbance Permit:** Obtain a Land Disturbance Permit.
7. **Compliance with the Plan Review Comments:** All plans and documents shall comply with all the Technical Review Committee comments and the City Engineer's final review.
8. **Commercial Structure:** Record an Owner Acknowledgment and Utility Liability Indemnification if the proposed building is a multi-unit commercial structure served by a single utility service.
9. **Sensitive Lands:** Record all applicable documents required for compliance with the City's Sensitive Lands Ordinance.
10. **Utility Notification Form:** Submit a Subdivision Utility Notification Form.
11. **Professional Verification:** Submit final stamped construction documentation by all appropriate professionals.
12. **Fees:** Payment of all development, inspection, recording, streetlight, and other project related fees.
13. **Mylar:** Submit a Mylar. All plats will receive final verification of all formats, notes, conveyances, and other items contained on the plat by City staff (recorder, legal, engineer, GIS, planning).

Potential Motions – Land Use Map Amendment

Approval

I move to recommend approval for the proposed Land Use Map Amendment, located at approximately 148 N 100 E, American Fork City, from the Residential High Density land use to the General Commercial land use designation, subject to any conditions found in the staff report.

Denial



Planning Commission Staff Report
Meeting Date: September 03, 2025

I move to recommend denial for the proposed Land Use Map Amendment, located at approximately 148 N 100 E, American Fork City, from the Residential High Density land use to the General Commercial land use designation.

Table

I move to table action for the proposed Land Use Map Amendment, located at approximately 148 N 100 E, American Fork City, from the Residential High Density land use to the General Commercial land use designation, and instruct staff/developer to.....

Attachment: Maxwell Square LUMA (148 N 100 E) - Staff Report (Maxwell Square Land Use Map Amendment)

RESOLUTION NO.

A RESOLUTION APPROVING A LAND USE MAP AMENDMENT LOCATED IN THE VICINITY OF 148 N 100 E, FROM THE RESIDENTIAL HIGH DENSITY TO GENERAL COMMERCIAL.

WHEREAS, Section 10-9a-401(1), Utah Code Annotated, 1953, as amended, requires each municipality in the State of Utah to prepare and adopt a comprehensive, long range general plan for: (1) present and future needs of the municipality; and (2) growth and development of the land within the municipality; and

WHEREAS, Section 10-9a-403, Utah Code Annotated, 1953, as amended, recommends and describes the general content of each of the major elements typically included within a general plan including, but not limited to, a Land Use Element that designates the long-term goals and the proposed extent, general distribution, and location of land for housing, business, industry, agriculture, recreation, education, public buildings and grounds, open space, and other categories of public and private uses of land; and

WHEREAS, Section 10-9a-403, Utah Code Annotated, 1953, as amended, anticipated that the Land Use Element will, from time to time, be amended and updated to reflect changes in condition or policy within the City; and

WHEREAS, the Planning Commission has reviewed the proposed amendment to the Land Use Element, advertised and held a public hearing thereon, duly considered the comments received at the hearing, and

WHEREAS, the City Council has reviewed the request further, all in accordance with Utah State law.

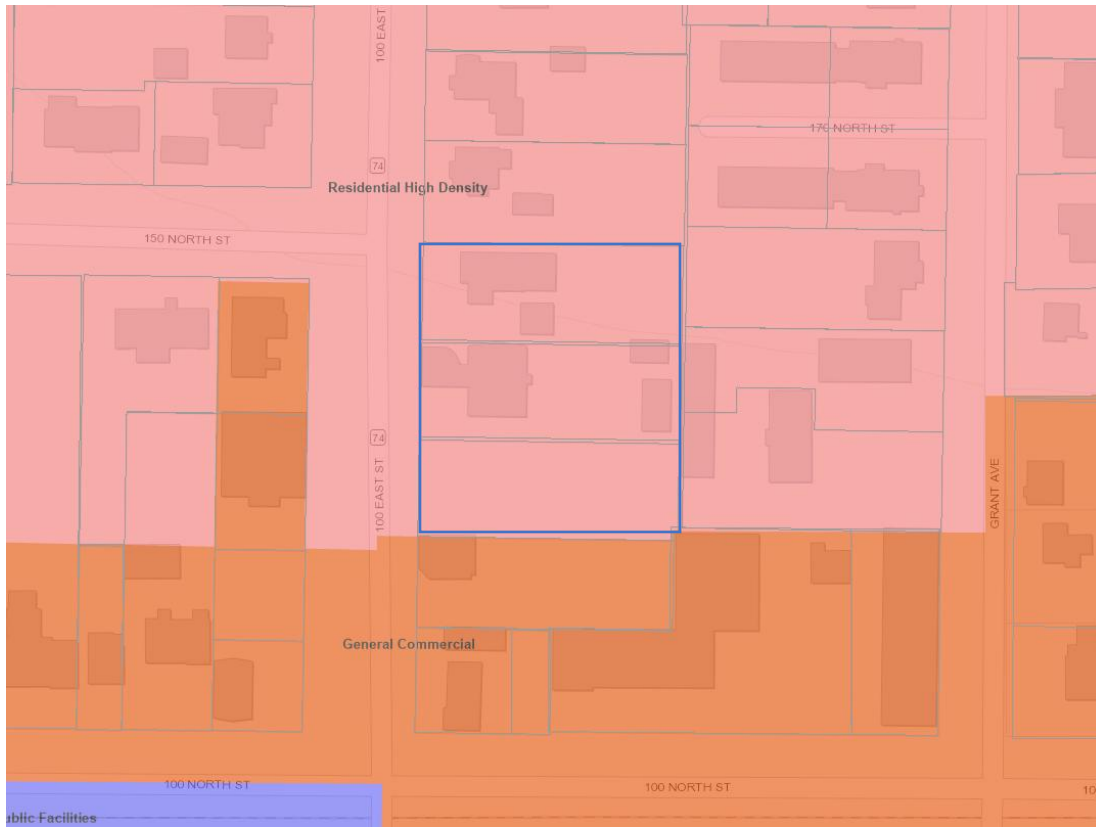
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH:

SECTION 1. That certain map entitled AMERICAN FORK CITY - LAND USE PLAN is hereby amended to show that the parcels located in the vicinity of 148 N 100 E, from the Residential High Density to the General Commercial as shown in Exhibit A below. Said change in designation is hereby adopted as an amendment to the Land Use Element of the General Plan of American Fork, Utah.

SECTION 2. The City Council hereby directs that the American Fork Land Use Plan Map be modified to incorporate the changes approved by this Resolution.

Exhibit A

Land Use Map



SECTION 3. It is the express intent of the City Council that said plan be followed, complied with, and otherwise adhered to.

SECTION 4. The Planning Commission and City Staff are hereby directed to recommend such ordinances and policies as recommended under the plan and deemed essential for its implementation.

PASSED AND ADOPTED THIS _____ DAY OF _____ 2025.

Bradley J. Frost, Mayor

Attachment: Maxwell Square Land Use Map Amendment Resolution (Maxwell Square Land Use Map Amendment)

ATTEST:

Terilyn Lurker, City Recorder

UNAPPROVED MINUTES
09.03.2025

AMERICAN FORK CITY
PLANNING COMMISSION REGULAR SESSION
September 3rd, 2025

The American Fork City Planning Commission met in a regular session on September 3rd, 2025 at the American Fork City Hall, 31 North Church Street, commencing at 6:00 p.m.

Commissioners Present: Christine Anderson, Chris Christiansen, Geoff Dupaix, Rodney Martin, David Bird

Commissioners Absent: Harold Dudley

Staff Present:

Cody Opperman	Planner II
Annalisa Reed	Planner
Ben Hunter	City Engineer
Angie McKee	Administrative Assistant I

Others Present: Ken Berg, Bryan Larsen, Renee Rhoton, H.L. Adams, Sherlene Adams, Bryant Bishop

REGULAR SESSION

Christine Anderson led the “Pledge of Allegiance”

Roll Call

COMMON CONSENT AGENDA

- 1. Minutes of the August 20th, 2025 Planning Commission Regular Session.**

Rodney Martin motioned to approve the Common Consent agenda.

Chris Christiansen seconded the motion.

UNAPPROVED MINUTES
09.03.2025

Voting was as follows:

Chris Christiansen	AYE
Claire Oldham	AYE
Christine Anderson	AYE
Geoff Dupaix	AYE
Rodney Martin	AYE
David Bird	AYE

The motion passed

PUBLIC HEARINGS

- a. **Public hearing, review, and recommendation on an application for a Land Use Map Amendment, known as Maxwell Square, located at 148 N 100 E, American Fork City. The Land Use Map Amendment will be on approximately 0.93 acres and is in the Residential High Density and will change to the General Commercial land use designation.**

Cody Opperman reviewed the background information for Public Hearing Item letter a: The proposed amendment to the Land Use Map looks to change from the Residential High Density to the General Commercial land use. The change in the land use map is requested by the applicant to provide a mixed-use development. He explained that two of the three parcels for this project are already in the CC-1 zone, and the one remaining parcel is in the R4-7500 zone. In order for the applicant to move forward with his project the most northern parcel needs to be changed to the CC-1 zone as well. While the project will still need to go through the development review process if this amendment is approved, the applicant has provided information showing the plan to build a 55-foot-high building with 18 one bedroom and 18 two bedroom units along with 2000 square feet of commercial space on the ground floor.

Commissioner Dupaix asked if the applicant has had any conversations with UDOT as that is usually a requirement for a project like this that could impact the traffic.

Ben Hunter informed him that there had been both a pre-application meeting with UDOT and a pre-diagnostic meeting as well.

UNAPPROVED MINUTES

09.03.2025

Commissioner Oldham asked if the property is already residential high-density, is the change so they can have commercial use on the bottom floor.

Cody Opperman explained the different residential requirements for both the R4-7500 and the CC-1 zones and noted that mixed-use is a requirement in the CC-1 zone.

Commissioner Dupaix spoke to his skepticism on mixed-use projects as some of the other developments in the city that were approved with commercial use on the bottom floor are not very viable. He added that 2000 square feet is not much space for a sustainable business and would like to know what types of business the applicant would market to bring to this location.

Commissioner Anderson asked if this land use map amendment is approved if the zone change would directly follow.

Cody Opperman explained that the process now requires the land use map amendment to take place before the zone change, so the zone change would come through at a later date.

The applicant, Bryant Bishop acknowledged that there can be challenges in having commercial on the bottom floor like parking and finding the right type of use, and while it is too early in the process for him to know exactly what will work there, it would probably need to be something destination based like a hair salon.

Commissioner Dupaix reiterated his skepticism on mixed-use projects and feels it would probably make more sense if this were approved for only apartments, as this type of concept hasn't worked successfully here in American Fork.

Bryant Bishop explained that what they are proposing is based on what the zoning requirements are right now. He informed the commissioners that a proposal was brought to the city back in October for retail units, but the code changed in January, and they had to go back and reconfigure the project to meet the city's guidelines.

Commissioner Martin noted his opinion that the city does need more mixed-use development throughout the city and reminded the commission that this is only about the land use tonight. He asked Commissioner Dupaix if his concerns were specifically with the TOD area and Commissioner Dupaix noted his concerns with the area behind Deseret Industries also having too many vacant commercial spaces.

Public Hearing Open

Tom Miller asked for information on the traffic plan that was asked about earlier in the meeting.

UNAPPROVED MINUTES

09.03.2025

Ben Hunter explained that when a project is within 1000 Feet of a railroad crossing, the state requires that a diagnostic meeting be held with Union Pacific, UDOT and UTA. The discussion pertains more to the actual site plan layout, not necessarily the land use change that's before commission tonight, and no decisions were made, only discussions.

Tom Miller spoke to the fact that the traffic is currently backed up from light to light, and he does not think it is very smart to add something commercial along with 5 stories of apartments to an area that cannot accommodate that kind of an increase in population.

Renee Rhoton informed the commissioners that she has lived in this area for 30 years, and herself and her husband support this being rezoned to be commercial because she thinks it could make this area safer. If it is developed as it is right now, she believes it is not safe, so she and her husband would like to request that her lot, as well as the neighbors to her north also be included in this re-zoning so the entire block can be planned for a commercial mixed use. She added that if this is developed as it is now, it would make it even more unsafe to pull in and out of their driveways so the developer should be required to make some modifications to make it safer for the existing residents like a semi-circle driveway.

Brian Larsen owns the property right to the south, he owns an insurance agency there, and while he is not against people developing their property, he has some concerns from a parking standpoint as right now he has some overflow parking throughout the night. He is not there during the evenings, so it has not become a huge issue yet, but he is concerned that adding all of these residents without enough parking would cause an overflow into his parking lot and while he likes having traffic come by his business, he can see the traffic becoming a major bottlenecking problem.

Howard Adams is also concerned with the traffic and how that many people are going to get in and out of that space. He is also concerned with the height of the building when everything else on that block is single family homes and asked if there was going to be any green space or only concrete and black top.

Cody Opperman explained again that this project is very conceptual, and while there will be some landscaping requirements if this concept is approved, it does not have a small park or anything of that nature.

UNAPPROVED MINUTES

09.03.2025

Howard Adams told the commissioners that if this was happening on their street, he believes they would not be very happy. He further explained that he has already been backing into his driveway for the last 40 years, but even with that it puts the nose of his car into the traffic which is not safe, and he suggested that they sit with a police officer on the street and observe the danger.

Public Hearing Closed

Bryan Bishop noted that he can see the concerns with backing in and out of driveways on these busy roads and explained that the north drive isle on their plans is about 46 feet and will significantly increase the visibility. He also added that they are trying to have a conversation with the 18 plex next to this property about the possibility of access there as well.

Commissioner Anderson spoke to change being hard, especially in an area like this where 65% of the growth are families where their kids want to stay close to the areas they grew up in. She spoke about the lack of housing as well as the affordability issues and added that she has to back into her driveway as well, and she wishes she had a small grocery store on the corner she could walk to instead of having to drive. She spoke to the other areas of the country where there are little areas of commercial use in residential areas and that seems to help with the traffic problems. She asked if there were any plans to widen this road.

Commissioner Dupaix said that he looked it up and there are no plans to widen that road in the next 30 years.

Commissioner Anderson asked about the parking requirements.

Cody Opperman explained there are parking requirements for both the commercial and residential uses, and they hope the parking standards would mitigate the impact on people parking in other areas, and added that because this is very early in the concept, all of this would depend on what the applicant actually proposes to do if the land use change is approved.

Commissioner Dupaix mentioned that they have dealt with parking issues in the past like with Alvera apartments where they had to do a parking agreement with Cal Ranch and others nearby but added that would be something that would be up to the property owners to figure out.

Commissioner Bird mentioned that a positive thing with the apartment parking lot is that it would mean that the residents would not have back in and out, which would also make things safer, but also noted that this particular road is a UDOT road and the city does not have the control here.

UNAPPROVED MINUTES

09.03.2025

Commissioner Christiansen thanked the public for their comments as well as his fellow commissioners. He added that he really likes the idea of commercial and residential use, after spending several years in Europe where you can just go down a few sets of stairs and get the groceries you need. He concluded that while he does see the parking seems to be a little short for what is needed, he feels like the overall project does fit.

Commissioner Dupaix clarified that as a city they cannot force a developer to incorporate other properties into the project so that would be a conversation that would need to happen with the developer.

Commissioner Martin mentioned that there are going to be many applications, and they have received many applications to fill in the land in this area, and while people hate change and do not like the traffic, he believes in the future a lot of this area is going to become commercial, he reminded them again that tonight is only about the land use and while he hears the concerns about traffic they need to focus more on the issue of land use.

Commissioner Dupaix noted that while he agrees with Commissioner Martin, he does think these discussions are important at the concept level.

Commissioner Anderson agrees that this area is going to become more commercial, but she does like the idea of having residential options included as well, so she would like to see this area become mixed use, where more residents have access to things without having to clog up the streets, because they can just walk.

Commissioner Oldham noted that she agrees with commissioner Dupaix's earlier comments that mixed use is very hard to do well, and she does not think that it is a great use for this space. She concluded that while she can see a multi-family or a general commercial use working, she just does not see mixed use working well here.

Commissioner Christiansen agrees that as an area becomes more commercial the zones change and creep up until a specific street seems to become a natural hard boundary.

Commissioner Anderson wanted to make sure that everyone understands that these changes are dependent on a landowner wanting to make a change to their land, and she doesn't want anyone to be worried that they will be affected until they decide they want to change the use of their land.

Chris Christiansen moved to recommend approval for the proposed Land Use Map Amendment, located at approximately 148 N 100 E, American Fork City, from the Residential High Density land use to the General Commercial land use designation, subject to any conditions found in the staff report.

UNAPPROVED MINUTES

09.03.2025

David Bird seconded the motion.

Voting was as follows:

Chris Christiansen	AYE
Claire Oldham	NAY
Christine Anderson	AYE
Geoff Dupaix	AYE
Rodney Martin	AYE
David Bird	AYE

The motion passed

- b. Public hearing, review, and recommendation on a proposed Code Text Amendment, known as Administrative Site Plan Approvals, of the American Fork City Municipal Code. Amending Section 17.6.101, the Code Text Amendment plans to amend the Site Plan Approval Process.**

Cody Opperman reviewed the background information for Public Hearing Item letter b: The staff has initiated for a Code Text Amendment to amend Section 17.6.101 of the American Fork City Municipal Code. The proposed amendment looks to amend the Site Plan approval process. He explained that this item has been here before, but the City Council made some changes that required this to come back to the planning commission to approve the revisions.

Commissioner Anderson asked if the extension or expiration dates have changed.

Cody Opperman informed that the original site plan approval process had an expiration date of two years, and this will change the expiration date to one year.

Public Hearing Open

UNAPPROVED MINUTES

09.03.2025

No Comments

Public Hearing Closed

Geoff Dupaix moved to recommend approval for the proposed Code Text Amendment, amending Section 17.6.101, titled Administrative Site Plan Review, relating to DRC Site Plan approval for Site Plan amendments and providing an effective date for the ordinance.

Claire Oldham seconded the motion.

Voting was as follows:

Chris Christiansen	AYE
Claire Oldham	AYE
Christine Anderson	AYE
Geoff Dupaix	AYE
Rodney Martin	AYE
David Bird	AYE

The motion passed

UNAPPROVED MINUTES

09.03.2025

ACTION ITEMS

- a. **Review and action on a request for consideration of an extension for a previously approved Commercial Site Plan, known as Surg LLC Office Building, located at approximately 1141 E 50 N, American Fork City. The Commercial Site Plan will be on approximately 0.60 acres and will be in the Professional Office (PO-1) Zone.**

Cody Opperman reviewed the background information for Action Item letter a: Surg LLC Office Building's current Commercial Site Plan is set to expire on September 26th, 2025, two years from the original approval date. The applicant has requested to come to the Planning Commission to ask for an extension on the proposed site plan approval. The approval authority, at its discretion, may grant up to a 6-month extension for the current Commercial Site Plan.

Commissioner Bird asked why it has been two years since the approval, and they need an extension.

Cody Opperman explained the project ran into some financial restraints partially from tariffs, which caused the applicant to delay the project.

Rodney Martin moved to approve the proposed Commercial Site Plan Extension for Surg LLC Office Building, located at 1141 E 50 N, American Fork City, in the PO-1 zone for a maximum of 6 months.

Chris Christiansen seconded the motion.

Voting was as follows:

Chris Christiansen	AYE
Claire Oldham	AYE

UNAPPROVED MINUTES

09.03.2025

Christine Anderson	AYE
Geoff Dupaix	AYE
Rodney Martin	AYE
David Bird	AYE

The motion passed

- b. Review and action on an application for a Commercial Site Plan, known as RBD Reception Center, located at approximately 241 W Main Street, American Fork City. The Commercial Site Plan will be on approximately 1.86 acres and will be in the Central Commercial (CC-2) Zone.**

Cody Opperman reviewed the background information for Action Item letter b: The applicant has applied for a Commercial Site Plan to develop a Reception Center along Main Street. The commercial site plan that is currently under review and has been approved to move forward with conditions of approval. As the final plat shows two individual lots, owned by the applicant, parking and access associated with the two lots are shared between each other. A shared access and parking agreement has been established between the two lots and each new use that will be associated with the commercial site plan shall be required to have the corresponding parking for their uses.

An outstanding comment relates to a Fire Department requirement. Discussion with the Deputy Fire Marshall outlines that the issue can be addressed with the change to be made by condition, if approved.

Commissioner Dupaix told the applicant that he was glad to see the access changes because this is so close to 300 West and asked about ingress and egress and if they are allowing in and out from both accesses.

Ken Berg explained that both of the accesses are large enough that they can do both.

Ben Hunter added that there was coordination with UDOT on the accesses as well.

UNAPPROVED MINUTES

09.03.2025

David Bird moved to approve the proposed Commercial Site Plan, located at located at approximately 241 W Main Street, American Fork City. The Commercial Site Plan will be on approximately 1.86 acres and will be in the Central Commercial (CC-2) Zone, subject to any conditions found in the staff report.

Geoff Dupaix seconded the motion.

Voting was as follows:

Chris Christiansen	AYE
Claire Oldham	AYE
Christine Anderson	AYE
Geoff Dupaix	AYE
Rodney Martin	AYE
David Bird	AYE

The motion passed

Other Business

Cody Opperman updated the commissioners on the upcoming plans and projects for the city. The commissioners want to change the meeting to 6:30 pm as it is hard for many to arrive by 6:00 pm.

Adjournment

Geoff Dupaix motioned to adjourn the meeting.

Rodney Martin seconded the motion.

Voting was as follows:

UNAPPROVED MINUTES

09.03.2025

Chris Christiansen	AYE
Claire Oldham	AYE
Christine Anderson	AYE
Geoff Dupaix	AYE
Rodney Martin	AYE
David Bird	AYE

The motion passed

Meeting adjourned at 7:27 PM

The order of agenda items may change to accommodate the needs of the commissioners, public and staff.

Attachment: 09.03.2025 UNAPPROVED PC Meeting Minutes (Maxwell Square Land Use Map Amendment)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 14, 2025**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on the reallocation of American Fork City Parks and Library PARC Tax funds.

SUMMARY RECOMMENDATION

N/A

BACKGROUND

American Fork has completed several PARC tax projects for parks, recreation and the library departments through June 30, 2025, with the exception of the Monarch Park Improvement Project. Upon completion of the projects, staff evaluated total actual project costs compared to award/grant amounts. Several projects were completed with excess grant funding while other projects were completed over budget.

Staff recommends reallocating excess grant money to projects that were over budget. Net excess PARC grants are \$22,708.30 through the 2024 grant year (FY 2024/2025), which will be returned to the PARC tax fund for future allocation. The list of projects through award year 2024 are attached.

BUDGET IMPACT

N/A

SUGGESTED MOTION

I move to approve reallocation of PARC tax funding to close American Fork City PARC projects through award year 2024, with the exception of the Monarch Park Improvement Project, and return excess funds in the amount of \$22,708.30 to PARC tax for future allocation.

SUPPORTING DOCUMENTS

PARC tax Reallocations 6.30.25 (PDF)

American Fork City														
Summary of AF PARC Projects														
Reallocate Funding														
EXPENDITURES	Approved	Department	Project	Award Year					Total Expended	Difference	Reallocate	General Fund		
				FY2021	FY2022	FY2023	FY2024	Total Awarded				Grant	Return to PARC	Difference
44-5610-410	6/22/2021	AF Parks & Recreation	Playground Enhancements	50,000.00				50,000.00	48,448.03	1,551.97	(1,551.97)			0.0
43-5610-776	5/10/2022	AF Parks & Recreation	Hunter Park Playground		49,406.00			49,406.00	50,000.00	(594.00)	594.00			-
43-5610-781	6/20/2023	AF Parks & Recreation	Hindley Park Restroom			156,000.00		156,000.00	156,462.05	(462.05)	462.05			0.0
43-5610-782	6/20/2023	AF Parks & Recreation	Miller Park Playground			93,265.00		93,265.00	87,658.00	5,607.00	(5,607.00)			-
43-5610-783	6/20/2023	AF Parks & Recreation	Art Dye Trailhead Restroom			252,800.00		252,800.00	275,489.78	(22,689.78)	22,689.78			(0.0)
43-5610-784	6/20/2023	AF Parks & Recreation	Rotary Park Basketball Court			49,000.00		49,000.00	46,323.39	2,676.61			(2,676.61)	0.0
43-5610-785	6/20/2023	AF Parks & Recreation	Greenwood Park Playground			99,492.00		99,492.00	75,568.00	23,924.00	(23,924.00)			-
43-5610-786	6/20/2023	AF Parks & Recreation	Greenwood Park Restroom			124,000.00		124,000.00	123,024.23	975.77	(561.48)		(414.29)	0.0
43-5610-787	6/20/2023	AF Parks & Recreation	Bike Rack Program			5,000.00		5,000.00	4,796.48	203.52	(203.52)			0.0
43-5610-788	6/11/2024	AF Parks & Recreation	Disc Golf Course				18,000.00	18,000.00	61,102.14	(43,102.14)	8,102.14	35,000.00		(0.0)
43-5610-789	6/11/2024	AF Parks & Recreation	Monarch Park Improvements (project ongoing - DO NOT CLOSE)				30,000.00	30,000.00	8,166.37	21,833.63				21,833.6
43-5610-790	6/11/2024	AF Parks & Recreation	Rotary Park Field Lighting				225,000.00	225,000.00	225,000.00	-				-
43-5610-791	6/11/2024	AF Parks & Recreation	Kimberly Park Playground				74,000.00	74,000.00	62,668.58	11,331.42			(11,331.42)	(0.0)
								-	-					-
26-5610-420	4/27/2021	AF Library	Balcony Art Gallery	4,000.00				4,000.00	3,785.22	214.78	(214.78)			0.0
43-5610-779	5/10/2022	AF Library	Learning Center		19,700.00			19,700.00	19,809.59	(109.59)	109.59			(0.0)
26-5610-420	5/10/2022	AF Library	In the Zone		4,800.00			4,800.00	4,349.06	450.94	(450.94)			(0.0)
26-5610-420	6/20/2023	AF Library	South Booth / Library Media			9,245.00		9,245.00	14,510.20	(5,265.20)	5,265.20			(0.0)
26-5610-420	6/20/2023	AF Library	Library Rotunda Sound System			19,851.00		19,851.00	9,336.90	10,514.10	(2,228.12)		(8,285.98)	-
26-5610-420	6/20/2023	AF Library	Mural			7,143.00		7,143.00	7,000.00	143.00	(143.00)			-
26-5610-420	6/20/2023	AF Library	Imaginative Play Areas			4,413.00		4,413.00	2,987.14	1,425.86	(1,425.86)			(0.0)
43-5610-792	6/11/2024	AF Library	Teen Area				18,000.00	18,000.00	17,087.91	912.09	(912.09)			0.0
								-	-					-
			RETURN TO PARC											-
Total Expenditures				54,000.00	73,906.00	820,209.00	365,000.00	1,313,115.00	1,228,492.27	9,541.93	-	35,000.00	(22,708.30)	21,833.6

Attachment: PARC tax Reallocations 6.30.25 (Reallocation of PARC tax funds)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 14, 2025**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on an ordinance approving the vacation of a portion of a public right-of-way located at approximately 350 South 900 West.

SUMMARY RECOMMENDATION

Approval of the Ordinance for the partial Right-of-Way Vacation at 350 South 900 West related to the Lakeshore Landing Subdivision.

BACKGROUND

The City Council approved the AF21 Annexation at the regular City Council meeting held on February 12, 2019 which included the dedication of 900 West as an 84-foot-wide TOD - Neighborhood Collector roadway. The City Council approved the Lakeshore Landing Subdivision Plats A-J at the regular City Council meeting held on June 30, 2020 which included the 900 West right-of-way dedicated with the annexation. Additionally, the City Council approved an amended cross section for the TOD - Neighborhood Collector roadway at the regular City Council meeting held on February 11, 2020 which reduced the total required right-of-way width from 89 feet to 79 feet. This partial right-of-way vacation vacates the excess right-of-way width between the old cross section and the amended cross section for the TOD - Neighborhood collector roadway along 900 West through the Lakeshore Landing subdivisions.

Additionally, in 2021, the council approved a vacation of the excess right-of-way for 900 West pertaining to the Lakeshore Landing subdivision. This small section of right-of-way was inadvertently left off that approval. Approval of this vacation would match up the right-of-way with the rest of 900 West.

The public hearing for the vacation of the right-of-way was held on March 25, 2025.

BUDGET IMPACT

N/A

SUGGESTED MOTION

Move to adopt the ordinance approving the partial right-of-way vacation at 350 South 900 West 900 West related to the Lakeshore Landing Subdivision Plat and to authorize the city to sign all necessary documents.

SUPPORTING DOCUMENTS

03.25.25 - ROW Vacation on 900 West at 350 South (DOCX)
(2025.10.01) PLAT D_LAKESHORE LANDING BLOCK 2_9-23-2025_V2 (PDF)

ORDINANCE NO. _____**AN ORDINANCE VACATING A PORTION OF THE RIGHT OF WAY ON 900 WEST FROM APPROXIMATELY 350 SOUTH TO 360 SOUTH, AMERICAN FORK, UTAH**

WHEREAS, the City of American Fork has reduced the right-of-way width requirement for the TOD – Neighborhood Collector road from 89 feet to 79 feet, and

WHEREAS, the City of American Fork received as part of annexation a right-of-way for a total of 89 feet, and

WHEREAS, the City of American Fork received a request to vacate a portion of road right-of-way located on the east side of 900 West from approximately 350 South to 360 South to vacate a portion of said street, and

AND WHEREAS, all utility facilities present in the proposed vacation area will remain, and

AND WHEREAS, the City gave advance public notice of its intent to vacate a portion of said street and public hearing was held on March 25, 2025, regarding such intent and carefully considered the comments of the public thereof.

THEREFORE BE IT ORDAINED by the City Council of American Fork City, as follows:

SECTION I: Vacation of a portion of right of way on the east side of 900 West from approximately 350 South to 360 South, American Fork.

- A. The City Council of American Fork City finds and declares that there is good cause for vacating a portion of the right of way on 900 West from approximately 350 South to 360 South and that vacating it will not be detrimental to the public interest.
- B. Legal Descriptions:

BEGINNING AT A POINT WHICH IS NORTH 2485.48 FEET AND WEST 234.67 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST; AND RUNNING:

THENCE SOUTH 00°46'05" WEST 64.69 FEET TO A POINT ALONG THE NORTH LINE OF LAKESHORE LANDING BLOCK 2 PLAT C; THENCE ALONG SAID PLAT NORTH 89°15'29" WEST 3.87 FEET; THENCE NORTH 00°46'05" EAST 32.41 FEET; THENCE NORTH 07°36'20" EAST 32.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 188 SQUARE FEET IN AREA OR 0.004 ACRES.

(NOTE: ALL BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE NAD 27 BEARING OF N 89°52'20" E ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST TO THE SOUTHEAST CORNER OF SAID SECTION 22.)

SECTION II. SEVERABILITY

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance.

SECTION III. EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage and first publication as provided by law. PASSED AND ADOPTED by the City Council of American Fork City this 25 day of March 2025.

AMERICAN FORK CITY

Bradley J. Frost, Mayor

ATTEST:

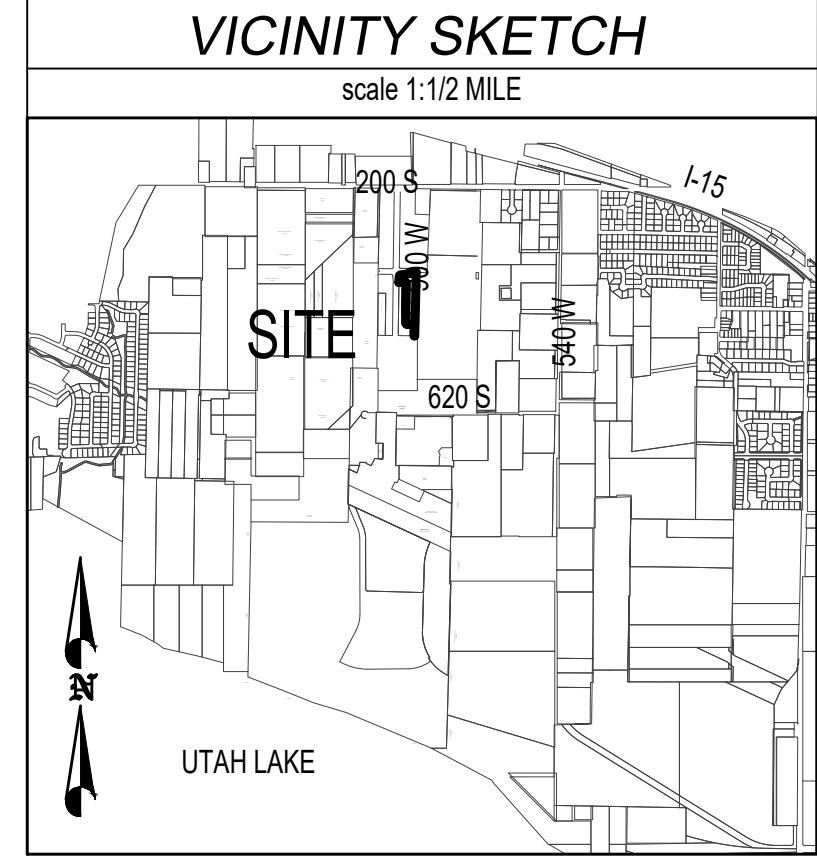
Terilyn Lurker, City Recorder

Attachment: 03.25.25 - ROW Vacation on 900 West at 350 South (ROW Vacation - 350 South 900 West)

LAKESHORE LANDING BLOCK 2 PLAT D
A TRANSIT-ORIENTED DEVELOPMENT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN,
AMERICAN FORK CITY, UTAH COUNTY, UTAH

ADDRESSES
LOT 2F-1 & 2F-2 383 SOUTH 890 WEST

LEGEND
SECTION CORNER
PROPERTY CORNER
SUBDIVISION MONUMENT
BOUNDARY LINE
CENTER LINE
EASEMENT LINE
FIRE HYDRANT
STREET LIGHT
PUBLIC UTILITY EASEMENT



TABULATIONS
DEVELOPMENT AREA 2.42 AC
EXISTING ZONING BLOCK TYPE 4
LAND USE: TOD
FLOOD ZONE DESIGNATION: X
FIRM MAP PANEL #: 49049C0306F
EFFECTIVE DATE: JUNE 19, 2020

SURVEYOR'S CERTIFICATE
I, PATRICK M. HARRIS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED, CERTIFICATE NO. 286882-2201.
I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION
BEGINNING AT A POINT WHICH IS NORTH 1843.90 FEET AND WEST 28.56 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST; AND RUNNING:

THENCE ALONG THE EASTERN BOUNDARY OF LAKESHORE LANDING BLOCK 2 PLAT C SUBDIVISION THE FOLLOWING (8) SIX COURSES: 1) NORTH 89°17'44" WEST 85.51 FEET; 2) ALONG THE ARC OF A 21.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 33.00 FEET (CURVE HAVING A CENTRAL ANGLE 90°02'15" AND A LONG CHORD BEARS N44°16'37"W 29.71 FEET); 3) NORTH 00°48'57" EAST 132.38 FEET; 4) NORTH 53°29'45" WEST 3.91 FEET; 5) NORTH 00°44'31" EAST 418.58 FEET; AND 6) NORTH 89°15'29" WEST 98.77 FEET. THENCE NORTH 00°46'05" EAST 32.41 FEET. THENCE NORTH 07°36'20" EAST 38.25 FEET; THENCE NORTH 00°46'05" EAST 15.51 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 30.43 FEET (CURVE HAVING A CENTRAL ANGLE 87°10'52" AND A LONG CHORD BEARS N44°21'37"E 27.58 FEET); THENCE ALONG THE ARC OF A 503.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 79.47 FEET (CURVE HAVING A CENTRAL ANGLE 09°03'09" AND A LONG CHORD BEARS N83°25'35"E 79.39 FEET); THENCE NORTH 78°54'02" EAST 120.20 FEET; THENCE ALONG THE ARC OF A 447.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 14.89 FEET (CURVE HAVING A CENTRAL ANGLE 01°54'30" AND A LONG CHORD BEARS N79°51'16"E 14.89 FEET) TO A POINT ALONG THE WESTERN BOUNDARY OF WILLOW GLEN PHASE 1 SUBDIVISION; THENCE ALONG SAID SUBDIVISION THE FOLLOWING (2) TWO COURSES: 1) SOUTH 01°18'42" WEST 448.83 FEET; AND 2) SOUTH 01°30'56" WEST 425.15 FEET TO A POINT ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF 480 SOUTH (A PUBLIC ROAD); THENCE ALONG SAID RIGHT-OF-WAY NORTH 89°13'03" WEST 8.60 FEET; THENCE NORTH 00°47'10" EAST 156.40 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 105,398 SQUARE FEET IN AREA OR 2.42 ACRES.
NOTE: ALL BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE NAD 27 BEARING OF N 89°52'20" E ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST TO THE SOUTHEAST CORNER OF SAID SECTION 22.)
NUMBER OF LOTS 2
NUMBER OF PARCELS 2

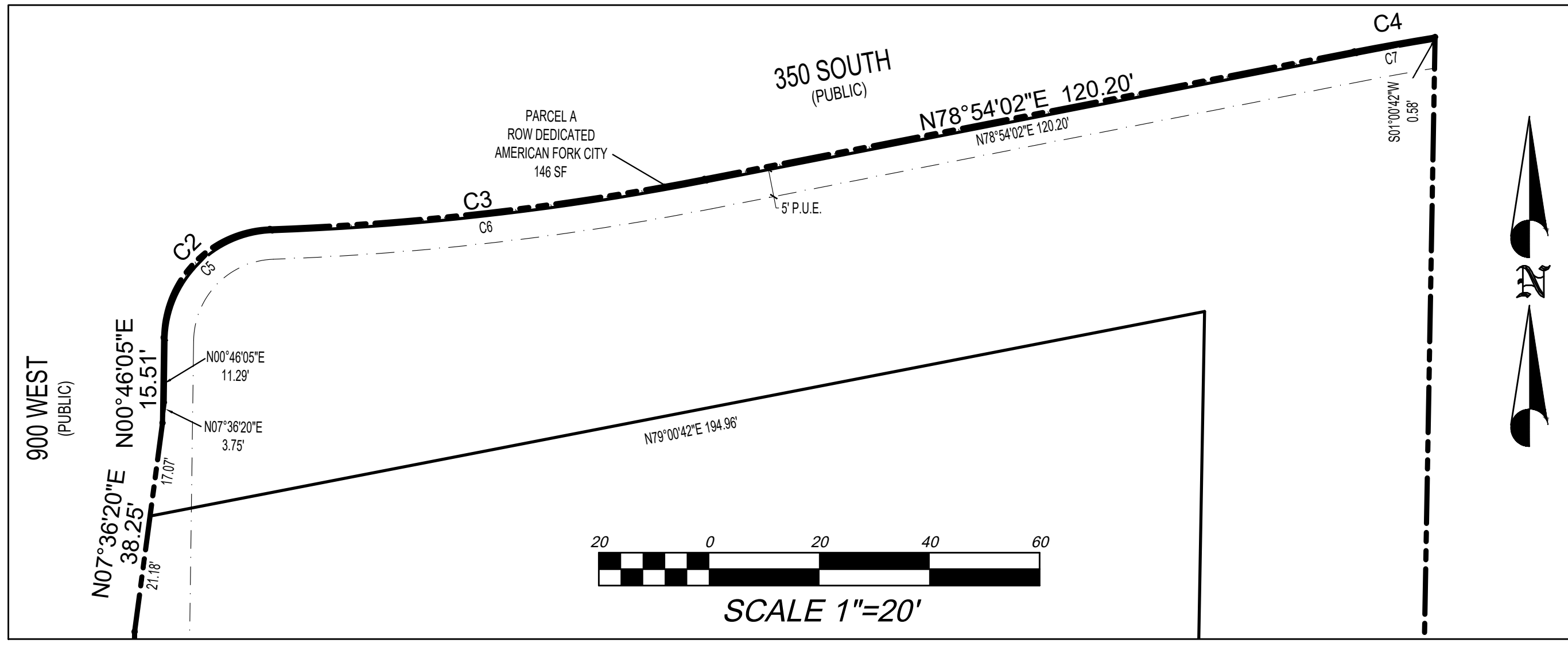
OWNER'S DEDICATION
THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC.
-- SEE SHEET 2 OF 2 --

ACCEPTANCE BY DEVELOPMENT REVIEW COMMITTEE APPROVAL AUTHORITY
THE DEVELOPMENT REVIEW COMMITTEE APPROVAL AUTHORITY OF AMERICAN FORK CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D.
DEVELOPMENT SERVICES DIRECTOR
PUBLIC WORKS DIRECTOR
FIRE CHIEF

LAKESHORE LANDING BLOCK 2 PLAT D
A TRANSIT-ORIENTED DEVELOPMENT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN,
AMERICAN FORK CITY, UTAH COUNTY, UTAH
SCALE: 1" = 50' FEET
SHEET 1 OF 2

PROFESSIONAL LAND SURVEYOR
No. 286882
PATRICK M. HARRIS
STATE OF UTAH
SURVEYOR'S SEAL
CITY CLERK - RECORDER SEAL
COUNTY RECORDER SEAL
SEWER & WATER AUTHORITY APPROVAL
APPROVED THIS _____ DAY OF _____, A.D. 20____,
BY THE WATER AUTHORITY.
SEWER & WATER AUTHORITY

ROADWAY DEDICATION DETAIL



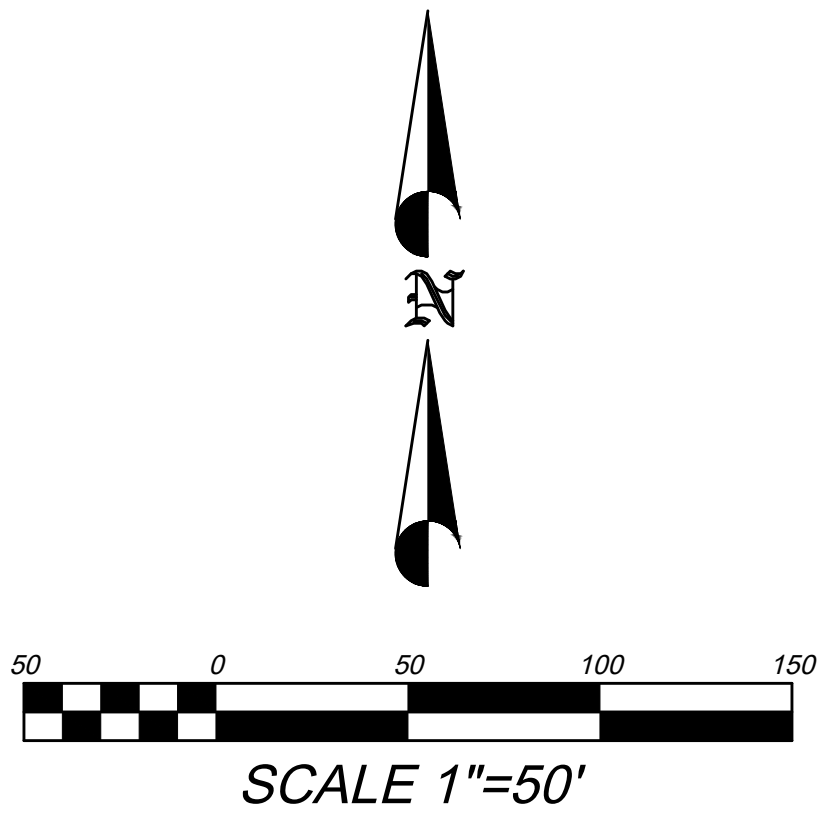
CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	21.00	33.00	90°02'15"	29.71	N44°16'37"W
C2	20.00	30.43	87°10'52"	27.58	N44°21'37"E
C3	503.00	79.47	09°03'09"	79.39	N83°25'35"E
C4	447.00	14.89	01°54'30"	14.89	N79°51'16"E
C5	20.00	30.43	87°11'04"	27.58	N44°21'37"E
C6	503.00	79.47	09°03'08"	79.39	N83°25'35"E
C7	447.00	14.44	01°51'01"	14.44	N79°49'32"E
C8	18.00	28.17	89°39'29"	25.38	S44°09'33"E

SYMBOLS
NO BASEMENTS ALLOWED
SLAB ON GRADE

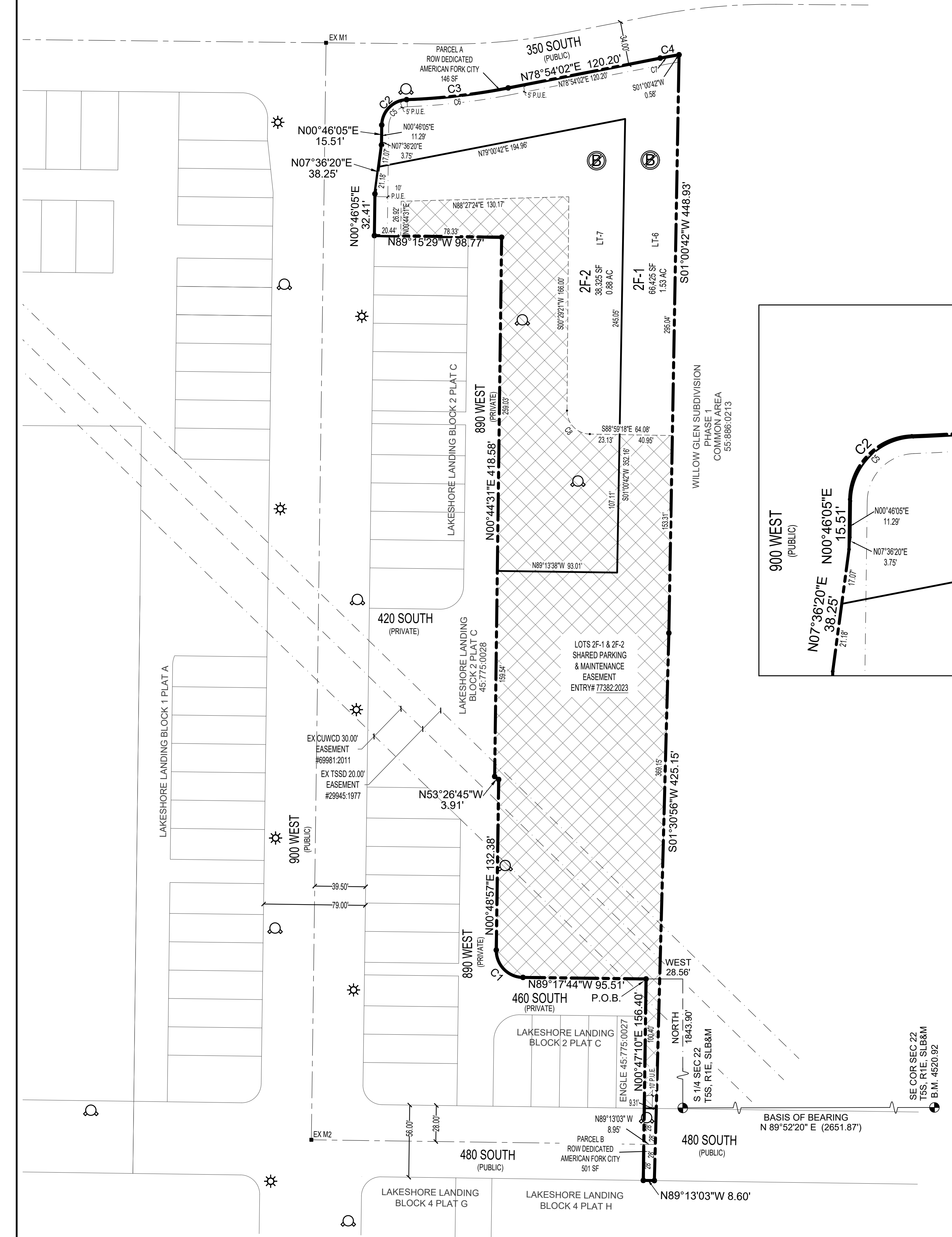
SHARED PARKING DOCUMENTS:
SHARED PARKING FACILITIES ARE SUBJECT TO A RECORDED COVENANT SPECIFYING FUNDING, MAINTENANCE, INSURANCE, AND MANAGEMENT.
LOTS 2F-1 & 2F-2
RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS
ENTRY NO: _____

NOTES
1. OFFSET-PINS TO BE PLACED IN THE BACK OF THE CURB AND 5/8" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.
2. BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNTIL 1) ASPHALT PAVING IS INSTALLED AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED BY THE FIRE MARSHAL AND CHARGED WITH CULINARY WATER.
3. LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON.



REFERENCE DOCUMENTS:
NOTICE OF INTEREST, BUILDING REQUIREMENTS, AND ESTABLISHMENT OF RESTRICTIVE COVENANTS
RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS
ENTRY NO: _____

SURVEYOR
ENIGN
THE STANDARD IN ENGINEERING
SALT LAKE CITY
45 W. 5000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
ENGINEER
BERG
CIVIL ENGINEERING
11008 N Highland Blvd Suite 400
Highland UT 84003
office: (801) 466-1277
cell: (801) 616-1677



LAKESHORE LANDING BLOCK 2 PLAT D

A TRANSIT-ORIENTED DEVELOPMENT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN,
AMERICAN FORK CITY, UTAH COUNTY, UTAH

OWNER

IMH SLC AMERICAN FORK, LLC

By: _____ Date _____
Brian Doyle, President

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

ON THE _____ DAY OF _____, A.D. 20____
PERSONALLY APPEARED BEFORE ME THE SIGNER(S) OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME IN THEIR RESPECTIVE CAPACITIES ON BEHALF OF IMH SLC AMERICAN FORK, LLC, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

NOTARY PUBLIC _____
NOTARY FULL NAME _____, A NOTARY COMMISSIONED IN CALIFORNIA.
COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

OWNER

JACAR INVESTMENTS, LLC

By: _____ Date _____
Eric Schrier, Manager

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

ON THE _____ DAY OF _____, A.D. 20____
PERSONALLY APPEARED BEFORE ME THE SIGNER(S) OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT HE DID EXECUTE THE SAME IN HIS RESPECTIVE CAPACITIES ON BEHALF OF JACAR INVESTMENTS, LLC, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

NOTARY PUBLIC _____
NOTARY FULL NAME _____, A NOTARY COMMISSIONED IN CALIFORNIA.
COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

OWNER

7758 ARJONS, LLC

By: _____ Date _____
LEO SISMANIS, MANAGER

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

ON THE _____ DAY OF _____, A.D. 20____
PERSONALLY APPEARED BEFORE ME THE SIGNER(S) OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT HE DID EXECUTE THE SAME IN HIS RESPECTIVE CAPACITIES ON BEHALF OF 7758 ARJONS, LLC, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

NOTARY PUBLIC _____
NOTARY FULL NAME _____, A NOTARY COMMISSIONED IN CALIFORNIA.
COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

OWNER

O'BRIEN POKORNY FAMILY TRUST dated March 11, 2019

By: _____ Date _____
Tamera O'Brien, trustee

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

ON THE _____ DAY OF _____, A.D. 20____
PERSONALLY APPEARED BEFORE ME THE SIGNER(S) OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT HE DID EXECUTE THE SAME IN HIS RESPECTIVE CAPACITIES ON BEHALF OF O'BRIEN POKORNY FAMILY TRUST dated March 11, 2019, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

NOTARY PUBLIC _____
NOTARY FULL NAME _____, A NOTARY COMMISSIONED IN CALIFORNIA.
COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

OWNER

O'BRIEN POKORNY FAMILY TRUST dated March 11, 2019

By: _____ Date _____
James F. Pokorony, trustee

ACKNOWLEDGMENT

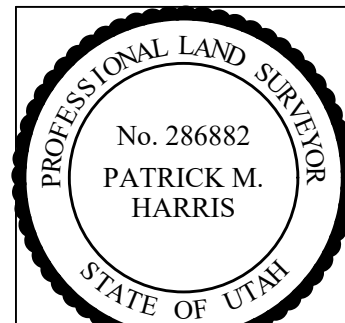
STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

ON THE _____ DAY OF _____, A.D. 20____
PERSONALLY APPEARED BEFORE ME THE SIGNER(S) OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT HE DID EXECUTE THE SAME IN HIS RESPECTIVE CAPACITIES ON BEHALF OF O'BRIEN POKORNY FAMILY TRUST dated March 11, 2019, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

NOTARY PUBLIC _____
NOTARY FULL NAME _____, A NOTARY COMMISSIONED IN CALIFORNIA.
COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

LAKESHORE LANDING BLOCK 2 PLAT D
A TRANSIT-ORIENTED DEVELOPMENT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN,
AMERICAN FORK CITY, UTAH COUNTY, UTAH

SHEET 2 OF 2

SURVEYOR'S SEAL	CITY CLERK - RECORDER SEAL	COUNTY RECORDER SEAL
		



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 14, 2025**

Department Public Works Director Approval Sam Kelly

AGENDA ITEM Review and action on revisions to a Master Services Agreement for JUB Engineers, inc.

SUMMARY RECOMMENDATION Staff recommends approval of the revised Master Services Agreement for JUB Engineers, inc.

BACKGROUND Staff from the Engineering Division are seeking to update the agreement used when engaging JUB Engineering Consultants for City projects. JUB has requested several modifications to the agreement for insurability reasons. The revised agreement adds language to clarify key provisions, including: limiting indemnification to the employment relationship rather than all work performed, restricting indemnification to negligence, and adding a standard disclaimer regarding the use or reuse of the Engineer's work for purposes other than intended.

In addition, JUB has requested the removal of Clause 12, *Time is of the Essence; Liquidated Damages*, and a modification to Clause 11, *Indemnification*, which would eliminate the requirement for the Engineer to pay defense costs if the indemnification provision is invoked.

On the recommendation of the City Attorney, staff is requesting that City Council review and consider these modifications before proceeding with the updated agreement.

BUDGET IMPACT N/A

SUGGESTED MOTION Mr. Mayor, I move to approve the revised Master Services Agreement with JUB Engineers, inc. and authorize the City Administrator and City Engineer to enter into said agreement.

SUPPORTING DOCUMENTS

JUB Master Services Agreement Proposed Changes - Redline.hjs reviewed.9.26.2025
(DOCX)

(CLEAN VERSION) JUB Master Services Agreement Proposed Changes (PDF)

Master Services Agreement for On-Call Engineering Services - Approved 06.24.25 (PDF)

MASTER SERVICES AGREEMENT FOR ON-CALL ENGINEERING
SERVICES

Engineering Services

This Master Services Agreement (hereinafter referred to as “Agreement”) is entered into this ____ day of _____, 20__ by and between _____, with its principal place of business at _____ (hereinafter referred to as “Engineer”), and American Fork City, a municipal corporation with its principal place of business at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as “City”) (collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, Engineer is engaged in the business and profession of engineering services;

WHEREAS, City desires to contract with Engineer for certain professional engineering services for multiple projects, each project scope of services and payment of services being separately identified and agreed to in respective Project Task Orders;

WHEREAS, Engineer has the necessary expertise and experience to perform the said engineering services for City and Engineer and is properly qualified and licensed in the State of Utah;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Term; Termination.
 - a. The term of this Agreement shall be two (2) years from the Effective date of this Agreement.
 - b. Notwithstanding anything contrary contained herein, City may terminate this Agreement at any time by giving Engineer thirty (30) day’s written notice in accordance with the notice provisions set forth herein. Upon receipt of such notice, Engineer shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work.
 - c. Engineer may terminate this Agreement at any time with thirty (30) day’s written notice to City in accordance with the notice provisions set forth herein. Upon termination by Engineer, City shall not be obligated to make payment on any Project Task Order not completed, in full, by Engineer.

d. Upon termination of this Agreement, Engineer shall provide a final invoice to City, showing all costs incurred but unpaid, and the City shall pay within 30 days such costs, as shown therein unless disputed. Before City pays the final invoice, the Engineer shall deliver all files reports, and other materials concerning services provided, maintained or controlled by Engineer, subject to all applicable federal and state law.

2. Scope of Services. The scope of services pursuant to this Agreement shall be limited to professional and technical engineering services. Specific services shall be as set forth in the Project Task Orders.
3. Project Task Order. City may issue to Engineer a Project Task Order in the form attached to this Agreement as Exhibit "A." Subject to the terms of this Agreement and the terms of the Project Task Order, Engineer shall render to City the requested professional and technical engineering services set forth in the Project Task Order. In conjunction therewith, City shall provide to Engineer all necessary information and documentation for Engineer to perform the services. A Project Task Order shall include the scope of the work requested, a schedule for completion, and the cost of said work. All

Project Task Orders shall be signed by both Parties to this Agreement. Multiple Project Task Orders may be entered into by the Parties

4. Compensation. In consideration of the services provided to City by Engineer, City shall pay Engineer for services rendered in accordance with the Project Task Order and the approved fee structure attached hereto as Exhibit "B" (hereinafter referred to as "Fee Schedule"), if applicable. Minimum amount of guarantee under this contract is \$0.00. Maximum dollar amount of task orders available is \$200,000.00 over the term of this Agreement as set forth in Section 1.-

5. Invoice; Payment.
 - a. For services rendered hereunder, Engineer shall invoice City monthly for services provided in accordance with the approved Project Task Order and Fee Schedule. Engineer shall submit monthly invoices to City showing the work completed and the amount of compensation due. Engineer shall submit invoices for work done in a timely manner. City shall not be required to pay for work that is invoiced more than 120 days after it was performed.
 - b. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.
 - c. In the event amounts are not paid in full within thirty (30) days of City's receipt of the invoice, City agrees to pay interest at the rate of one and one-half percent (1.5%) per month on any and all unpaid balance of services, costs, and expenses.

- d. City consents to Engineer’s immediate withdrawal and termination of this Agreement should the account become more than thirty (30) days delinquent. Further, in the event of default, Engineer may pursue any and all remedies available at law or in equity.
- e. In the event an amount is disputed, City shall notify Engineer in writing of its dispute within thirty (30) days. The Parties shall make a good faith effort to resolve the disputed amount. If correspondence does not resolve the dispute, the Parties or their respective representatives shall meet in person on at least one occasion and attempt to resolve the matter prior to pursuing litigation.

6. Relationship of Parties.

Engineer, its agents, and employees shall be an independent contractor performing professional and technical engineering services for the City. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venturers between City and Engineer. As independent contractors, Engineer, its agents, and employees shall not qualify for or receive any employee benefits from the City, including but not limited to, leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

7. Employees and Subcontractors.

Engineer shall be solely responsible for the payment of wages, salary or benefits to any and all employees or contractors retained by Engineer in the performance of the services under this Agreement. Engineer agrees to indemnify, defend and hold harmless City from any and all claims that may arise from the Engineer’s employment relationship to its employees and subcontractors.

Commented [TH1]: Just to make sure this is limit employment relationship and not work performed (Indemnification).

Commented [HS2R1]: Acceptable change

8. Standard of Performance: Licenses.

Engineer agrees and represents that it has the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Engineer shall perform the work described herein in accordance with the standard of care required for the performance of engineering services. Further, Engineer shall maintain all required licenses, including without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Engineer shall require and ensure that all of Engineer’s employees and subcontractors maintain all required licenses, including without limitation, all necessary professional and business licenses.

9. Professional Liability Insurance.

Engineer shall maintain professional liability insurance, at its own expense, to protect City from any negligent acts, errors, or omissions on the part of Engineer.

Notwithstanding the existence of professional liability insurance, the total aggregate of Engineer’s liability to all parties related to this Agreement shall not exceed two million dollars (\$2,000,000).

10. Other Insurance.

Without limiting any indemnity or other obligations of Engineer hereunder, Engineer shall, prior to providing Engineering Services, secure and continuously thereafter (throughout the term of this Agreement) carry with insurers the following insurance coverage in policies which include provisions or endorsements naming City as an additional insured (as indicated below) and shall furnish proof thereof satisfactory to City promptly when requested:

- Worker’s Compensation Insurance and Employer’s liability Statutory amount
- General Liability \$1,000,000/\$2,000,000 (City listed as additional insured)
- Automobile Liability \$1,000,000 Umbrella Liability \$1,000,000 (City listed as additional insured)

11. Indemnification.

Engineer specifically and expressly agrees to indemnify, ~~and save~~ and hold harmless the City (including, without limitation, its elected and appointed officers, employees, successors, and assigns) from and against any and all demands, liabilities, claims, damages, actions, attorney fees or other cost incurred by the City and/or proceedings in law or equity (including reasonable attorneys’ fees and costs of suit), to the extent caused by or resulting from any negligence, gross negligence, or intentional misconduct, ~~or under any other actionable fault~~ of Engineer (including, without limitation, its employees, agents, subcontractors, or consultants) in the performance or failure of performance of the Engineering Services provided, or to be provided, hereunder. Nothing herein shall, however, require Engineer to indemnify, and/or save or hold harmless City or its elected or appointed officers, employees, successors, or assigns with respect to (a) the negligence, intentional misconduct, or other actionable fault of City or its elected or appointed officers, employees, successors, or assigns, or of the agents or consultants of City other than Engineer; or (b) any demand, liability, claim, damage, action, and/or proceeding not related to the Engineering Services provided, or to be provided, by Engineer hereunder.

~~12. Time is of the Essence; Liquidated Damages.~~

~~City and Engineer agree that time is of the essence and that, in the case of Engineer’s failure to complete the Project Task Order within the time specified and agreed upon, City will be damaged thereby; and because it is difficult to definitely ascertain and prove the amount of such damages, it is hereby agreed that the amount of such damages shall be the liquidated sum of One Hundred Dollars (\$100.00) per calendar day for each day’s~~

Commented [TH3]: No up front defense included

Commented [HS4R3]: This modification removes requirement that Engineer pay the defense costs if the indemnification provision is invoked. CC will need consider this modification.

Commented [TH5]: This is ambiguous. Indemnity be limited to negligence.

Commented [HS6R5]: Fair criticism of indemnification language which should not be ambiguous. CC will not approve

Commented [TH7]: Not insurable. We’ll pay for resulting from delays directly caused by our failure to perform.

Commented [HS8R7]: Material modification that the liquidated damages provision. This will need to approved by the CC

~~delay in completing the Project Task Order in excess of the number of working days prescribed; and Engineer hereby agrees that said sum shall be deducted from amounts due the Engineer under the Agreement or, if no amount is due, Engineer hereby agrees to pay to City as liquidated damages such total sum as shall be due for such delay, computed as aforesaid.~~

~~13.12.~~ Notice.

All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service or mailed by registered or certified national mail service, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Agreement that are addressed as provided in this Section. If delivered personally or by nationally recognized courier service, notice will be deemed given upon delivery. If delivered by mail in the manner described above, notice will be deemed given on the date received by the recipient as reflected in the return receipt. All notices shall be directed to the Parties hereto as follows:

CITY:

American Fork City
Attn: City Administrator
51 East Main Street
American Fork, Utah 84003
Phone: (801) 763-3000

With a copy to (which shall not constitute notice):

American Fork City Public Works
Attn: Public Works Director
275 East 200 North
American Fork, Utah 84003
Phone: (801) 763-3060

ENGINEER:

14. Ownership.

All work, work product and deliverables produced under this Agreement shall remain the exclusive property and shall inure to the benefit of City as work for hire. Engineer shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, Engineer may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of City. Use or reuse of Engineer's work for any purpose other than intended by this Agreement shall be at the City's sole risk.

Commented [TH9]: Standard disclaimer for giving ownership rights.

Commented [HS10R9]: Legally acceptable is appropriate by CC

15. Waiver.

Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of any other covenant, agreement, term, or condition. Any party, by notice delivered in the manner provided in this Agreement, may, but shall be under no obligation to waive any of its rights and any conditions to its obligation hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term, and condition shall continue in full force with respect to any other then existing or subsequently occurring breach. To be effective a waiver must be signed by both Parties hereto.

16. Compliance with Laws and Policies.

In the performance of their obligations hereunder and subject to the standard of care, the Parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures. Both Parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

Commented [TH11]: This places reasonable side on these broad and often conflicting requirements.

Commented [HS12R11]: Legally acceptable is appropriate by the CC

17. Rights and Remedies.

The rights and remedies of any of the Parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provisions hereof, it being the intention of this Paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as to law or otherwise.

18. Entire Agreement.

This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties on the subject matter covered herein and this Agreement supersedes any and all prior agreements between the Parties related to the services. The Parties represent and acknowledge that they have not relied on any statements or promises of any kind other than those specifically set forth in this Agreement.

19. Amendments.

This Agreement may only be amended in writing signed by each of the Parties hereto. If, as the result of legislative action or rule-making, any of the provisions of this Agreement becomes inconsistent with Utah law, the Parties will promptly meet to negotiate in good faith such amendments as may be necessary to comply with Utah law.

20. Force Majeure.

Neither City nor Engineer shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

21. Section Headings.

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

22. Severability.

In any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable to any extent, the remainder of this Agreement shall not be impaired and shall be enforced to the fullest extent permitted by law.

23. Counterparts.

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one instrument.

24. Choice of Law.

The interpretation of this Agreement and any claim or controversy arising out of or related to this Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the courts of Utah County, State of Utah. Each of the Parties irrevocably submits to the exclusive jurisdiction of such courts in any proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court

25. Confidentiality and Data Privacy.

Any confidential information provided to or developed by the Consultant in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Consultant without the prior written approval of the City. This provision shall survive any termination of this Agreement. Engineer agrees to abide by and comply with any applicable federal, state or local laws, rules, regulations of policies requiring data security and privacy.

Engineer also understands and agrees City is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”), and City cannot guarantee that any information or any document or record provided to City by Engineer will not be subject to disclosure unless it is properly classified as a “protected record” under GRAMA based upon a written claim of business confidentiality under Utah Code Ann. §§ 63G-2-305 and -309 and other provisions of GRAMA. For any record provided by Engineer to City to be classified as a “protected record”, Engineer must provide a written claim of business confidentiality and a concise statement of reasons and justifications supporting the claim of business confidentiality with the record when it is first submitted by Engineer to City and, if not so provided, any claim to protected record status may be deemed to have been waived and relinquished by Engineer.

26. Assignment.

This Agreement may not be assigned by either party without the written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the Parties to this Agreement.

27. Attorney Fees; Costs.

In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the ~~prevailing party shall be entitled to an award~~ of the costs incurred, including reasonable attorney fees, shall be in accordance with State law.

Commented [TH13]: This ensures that attorneys fees be covered by insurance.

Commented [HS14R13]: Legally acceptable if approved by CC.

28. Authority.

The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or government entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or government entity and that this Agreement is binding upon the entity in accordance with its terms.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

AMERICAN FORK CITY _____

City Administrator

By:
Its:

Date: _____

Date: _____

Attest:

Recorder

Approved as to form:

Approved as to content:

City Attorney

City Engineer

EXHIBIT A
Project Task Order No. ____

On this ____ day of _____, 20__, American Fork City (hereinafter referred to as "City") hereby requests _____ (hereinafter referred to as "Engineer") to perform the civil engineering services requested herein under the terms of the existing Master Services Agreement dated _____, 20__.

Scope of Services Requested: _____

- _____
- _____ Compensation:

Costs and fees associated with this Project Task Order shall be as follows (check one):

- Lump sum of \$_____ (including costs);
- Hourly rate and costs as set forth in the Fee Schedule, Exhibit B of the Master Services Agreement, not to exceed \$_____ without written consent; or
- Hourly rate and costs as set forth in the Fee Schedule, Exhibit B of the Master Services Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

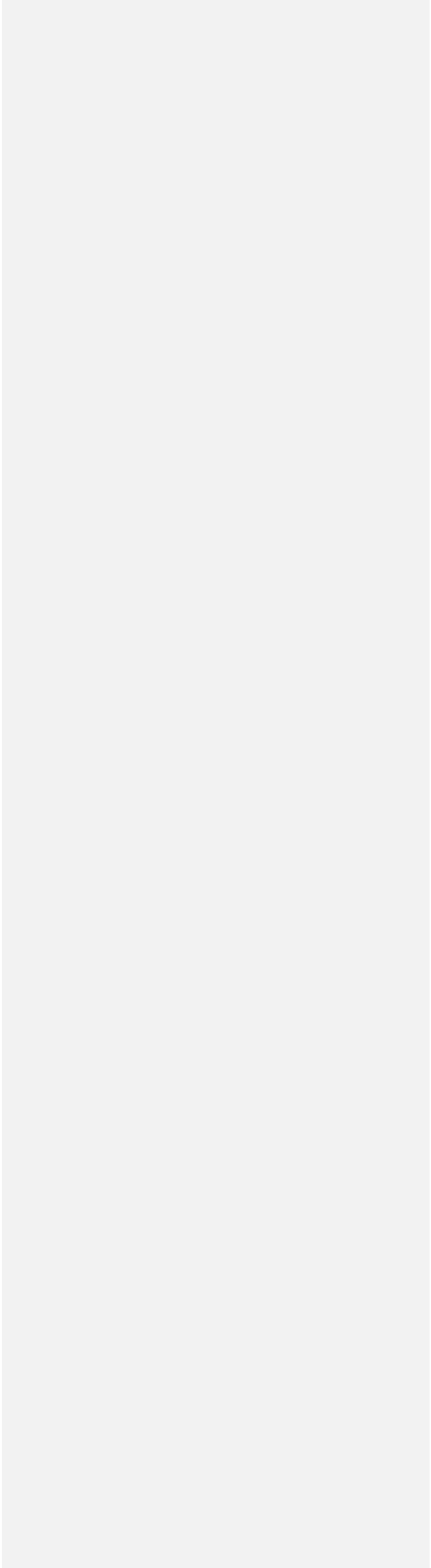
AMERICAN FORK CITY _____

City Engineer

By: _____
Its:

Date: _____
Template for Exhibit B

Date: _____



MASTER SERVICES AGREEMENT FOR ON-CALL ENGINEERING SERVICES

Engineering Services

This Master Services Agreement (hereinafter referred to as “Agreement”) is entered into this ____ day of _____, 20__ by and between _____, with its principal place of business at _____ (hereinafter referred to as “Engineer”), and American Fork City, a municipal corporation with its principal place of business at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as “City”) (collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, Engineer is engaged in the business and profession of engineering services;

WHEREAS, City desires to contract with Engineer for certain professional engineering services for multiple projects, each project scope of services and payment of services being separately identified and agreed to in respective Project Task Orders;

WHEREAS, Engineer has the necessary expertise and experience to perform the said engineering services for City and Engineer and is properly qualified and licensed in the State of Utah;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Term; Termination.
 - a. The term of this Agreement shall be two (2) years from the Effective date of this Agreement.
 - b. Notwithstanding anything contrary contained herein, City may terminate this Agreement at any time by giving Engineer thirty (30) day’s written notice in accordance with the notice provisions set forth herein. Upon receipt of such notice, Engineer shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work.
 - c. Engineer may terminate this Agreement at any time with thirty (30) day’s written notice to City in accordance with the notice provisions set forth herein. Upon termination by Engineer, City shall not be obligated to make payment on any Project Task Order not completed, in full, by Engineer.

d. Upon termination of this Agreement, Engineer shall provide a final invoice to City, showing all costs incurred but unpaid, and the City shall pay within 30 days such costs, as shown therein unless disputed. Before City pays the final invoice, the Engineer shall deliver all files reports, and other materials concerning services provided, maintained or controlled by Engineer, subject to all applicable federal and state law.

2. Scope of Services. The scope of services pursuant to this Agreement shall be limited to professional and technical engineering services. Specific services shall be as set forth in the Project Task Orders.
3. Project Task Order. City may issue to Engineer a Project Task Order in the form attached to this Agreement as Exhibit "A." Subject to the terms of this Agreement and the terms of the Project Task Order, Engineer shall render to City the requested professional and technical engineering services set forth in the Project Task Order. In conjunction therewith, City shall provide to Engineer all necessary information and documentation for Engineer to perform the services. A Project Task Order shall include the scope of the work requested, a schedule for completion, and the cost of said work. All

Project Task Orders shall be signed by both Parties to this Agreement. Multiple Project Task Orders may be entered into by the Parties

4. Compensation. In consideration of the services provided to City by Engineer, City shall pay Engineer for services rendered in accordance with the Project Task Order and the approved fee structure attached hereto as Exhibit "B" (hereinafter referred to as "Fee Schedule"), if applicable. Minimum amount of guarantee under this contract is \$0.00. Maximum dollar amount of task orders available is \$200,000.00 over the term of this Agreement as set forth in Section 1.

5. Invoice; Payment.
 - a. For services rendered hereunder, Engineer shall invoice City monthly for services provided in accordance with the approved Project Task Order and Fee Schedule. Engineer shall submit monthly invoices to City showing the work completed and the amount of compensation due. Engineer shall submit invoices for work done in a timely manner. City shall not be required to pay for work that is invoiced more than 120 days after it was performed.
 - b. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.
 - c. In the event amounts are not paid in full within thirty (30) days of City's receipt of the invoice, City agrees to pay interest at the rate of one and one-half percent (1.5%) per month on any and all unpaid balance of services, costs, and expenses.

- d. City consents to Engineer's immediate withdrawal and termination of this Agreement should the account become more than thirty (30) days delinquent. Further, in the event of default, Engineer may pursue any and all remedies available at law or in equity.
- e. In the event an amount is disputed, City shall notify Engineer in writing of its dispute within thirty (30) days. The Parties shall make a good faith effort to resolve the disputed amount. If correspondence does not resolve the dispute, the Parties or their respective representatives shall meet in person on at least one occasion and attempt to resolve the matter prior to pursuing litigation.

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Engineer, its agents, and employees shall be an independent contractor performing professional and technical engineering services for the City. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venturers between City and Engineer. As independent contractors, Engineer, its agents, and employees shall not qualify for or receive any employee benefits from the City, including but not limited to, leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

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Engineer shall be solely responsible for the payment of wages, salary or benefits to any and all employees or contractors retained by Engineer in the performance of the services under this Agreement. Engineer agrees to indemnify, defend and hold harmless City from any and all claims that may arise from the Engineer's employment relationship to its employees and subcontractors.

8. Standard of Performance; Licenses.

Engineer agrees and represents that it has the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Engineer shall perform the work described herein in accordance with the standard of care required for the performance of engineering services. Further, Engineer shall maintain all required licenses, including without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Engineer shall require and ensure that all of Engineer's employees and subcontractors maintain all required licenses, including without limitation, all necessary professional and business licenses.

9. Professional Liability Insurance.

Engineer shall maintain professional liability insurance, at its own expense, to protect City from any negligent acts, errors, or omissions on the part of Engineer.

Notwithstanding the existence of professional liability insurance, the total aggregate of Engineer's liability to all parties related to this Agreement shall not exceed two million dollars (\$2,000,000).

10. Other Insurance.

Without limiting any indemnity or other obligations of Engineer hereunder, Engineer shall, prior to providing Engineering Services, secure and continuously thereafter (throughout the term of this Agreement) carry with insurers the following insurance coverage in policies which include provisions or endorsements naming City as an additional insured (as indicated below) and shall furnish proof thereof satisfactory to City promptly when requested:

- Worker's Compensation Insurance and Employer's liability Statutory amount
- General Liability \$1,000,000/\$2,000,000 (City listed as additional insured)
- Automobile Liability \$1,000,000 Umbrella Liability \$1,000,000 (City listed as additional insured)

11. Indemnification.

Engineer specifically and expressly agrees to indemnify, and hold harmless the City (including, without limitation, its elected and appointed officers, employees, successors, and assigns) from and against any and all demands, liabilities, claims, damages, actions, attorney fees or other cost incurred by the City and/or proceedings in law or equity (including reasonable attorneys' fees and costs of suit), to the extent caused by or resulting from any negligence, gross negligence, or intentional misconduct, of Engineer (including, without limitation, its employees, agents, subcontractors, or consultants) in the performance or failure of performance of the Engineering Services provided, or to be provided, hereunder. Nothing herein shall, however, require Engineer to indemnify, and/or save or hold harmless City or its elected or appointed officers, employees, successors, or assigns with respect to (a) the negligence, intentional misconduct, or other actionable fault of City or its elected or appointed officers, employees, successors, or assigns, or of the agents or consultants of City other than Engineer; or (b) any demand, liability, claim, damage, action, and/or proceeding not related to the Engineering Services provided, or to be provided, by Engineer hereunder.

12. Notice.

All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service or mailed by registered or certified national mail service, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Agreement that are

addressed as provided in this Section. If delivered personally or by nationally recognized courier service, notice will be deemed given upon delivery. If delivered by mail in the manner described above, notice will be deemed given on the date received by the recipient as reflected in the return receipt. All notices shall be directed to the Parties hereto as follows:

CITY:

American Fork City
Attn: City Administrator
51 East Main Street
American Fork, Utah 84003
Phone: (801) 763-3000

With a copy to (which shall not constitute notice):

American Fork City Public Works
Attn: Public Works Director
275 East 200 North
American Fork, Utah 84003
Phone: (801) 763-3060

ENGINEER:

14. Ownership.

All work, work product and deliverables produced under this Agreement shall remain the exclusive property and shall inure to the benefit of City as work for hire. Engineer shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, Engineer may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright,

patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of City. Use or reuse of Engineer's work for any purpose other than intended by this Agreement shall be at the City's sole risk.

15. Waiver.

Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of any other covenant, agreement, term, or condition. Any party, by notice delivered in the manner provided in this Agreement, may, but shall be under no obligation to waive any of its rights and any conditions to its obligation hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term, and condition shall continue in full force with respect to any other then existing or subsequently occurring breach. To be effective a waiver must be signed by both Parties hereto.

16. Compliance with Laws and Policies.

In the performance of their obligations hereunder and subject to the standard of care, the Parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures. Both Parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

17. Rights and Remedies.

The rights and remedies of any of the Parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provisions hereof, it being the intention of this Paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as to law or otherwise.

18. Entire Agreement.

This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties on the subject matter covered herein and this Agreement supersedes any and all prior agreements between the Parties related to the services. The Parties represent and acknowledge that they have not relied on any statements or promises of any kind other than those specifically set forth in this Agreement.

19. Amendments.

This Agreement may only be amended in writing signed by each of the Parties hereto. If, as the result of legislative action or rule-making, any of the provisions of this Agreement becomes inconsistent with Utah law, the Parties will promptly meet to negotiate in good faith such amendments as may be necessary to comply with Utah law.

20. Force Majeure.

Neither City nor Engineer shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

21. Section Headings.

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

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In any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable to any extent, the remainder of this Agreement shall not be impaired and shall be enforced to the fullest extent permitted by law.

23. Counterparts.

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one instrument.

24. Choice of Law.

The interpretation of this Agreement and any claim or controversy arising out of or related to this Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the courts of Utah County, State of Utah. Each of the Parties irrevocably submits to the exclusive

jurisdiction of such courts in any proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court

25. Confidentiality and Data Privacy.

Any confidential information provided to or developed by the Consultant in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Consultant without the prior written approval of the City. This provision shall survive any termination of this Agreement. Engineer agrees to abide by and comply with any applicable federal, state or local laws, rules, regulations of policies requiring data security and privacy.

Engineer also understands and agrees City is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”), and City cannot guarantee that any information or any document or record provided to City by Engineer will not be subject to disclosure unless it is properly classified as a “protected record” under GRAMA based upon a written claim of business confidentiality under Utah Code Ann. §§ 63G-2-305 and -309 and other provisions of GRAMA. For any record provided by Engineer to City to be classified as a “protected record”, Engineer must provide a written claim of business confidentiality and a concise statement of reasons and justifications supporting the claim of business confidentiality with the record when it is first submitted by Engineer to City and, if not so provided, any claim to protected record status may be deemed to have been waived and relinquished by Engineer.

26. Assignment.

This Agreement may not be assigned by either party without the written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the Parties to this Agreement.

27. Attorney Fees; Costs.

In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the entitlement of the costs incurred, including reasonable attorney fees, shall be in accordance with State law.

28. Authority.

The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or government entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or government entity and that this Agreement is binding upon the entity in accordance with its terms.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

AMERICAN FORK CITY _____

City Administrator

By:
Its:

Date: _____

Date: _____

Attest:

Recorder

Approved as to form:

Approved as to content:

City Attorney

City Engineer

EXHIBIT A
Project Task Order No. ____

On this ____ day of _____, 20__, American Fork City (hereinafter referred to as "City") hereby requests _____ (hereinafter referred to as "Engineer") to perform the civil engineering services requested herein under the terms of the existing Master Services Agreement dated _____, 20__.

Scope of Services Requested: _____

- _____
- _____

Compensation:

Costs and fees associated with this Project Task Order shall be as follows (check one):

- Lump sum of \$ _____ (including costs);
- Hourly rate and costs as set forth in the Fee Schedule, Exhibit B of the Master Services Agreement, not to exceed \$ _____ without written consent; or
- Hourly rate and costs as set forth in the Fee Schedule, Exhibit B of the Master Services Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

City Engineer

By: _____

Its:

Date: _____
Template for Exhibit B

Date: _____

MASTER SERVICES AGREEMENT FOR ON-CALL ENGINEERING SERVICES

Engineering Services

This Master Services Agreement (hereinafter referred to as “Agreement”) is entered into this ____ day of _____, 20__ by and between _____, with its principal place of business at _____ (hereinafter referred to as “Engineer”), and American Fork City, a municipal corporation with its principal place of business at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as “City”) (collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, Engineer is engaged in the business and profession of engineering services;

WHEREAS, City desires to contract with Engineer for certain professional engineering services for multiple projects, each project scope of services and payment of services being separately identified and agreed to in respective Project Task Orders;

WHEREAS, Engineer has the necessary expertise and experience to perform the said engineering services for City and Engineer and is properly qualified and licensed in the State of Utah;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Term; Termination.
 - a. The term of this Agreement shall be two (2) years from the Effective date of this Agreement.
 - b. Notwithstanding anything contrary contained herein, City may terminate this Agreement at any time by giving Engineer thirty (30) day’s written notice in accordance with the notice provisions set forth herein. Upon receipt of such notice, Engineer shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work.
 - c. Engineer may terminate this Agreement at any time with thirty (30) day’s written notice to City in accordance with the notice provisions set forth herein. Upon termination by Engineer, City shall not be obligated to make payment on any Project Task Order not completed, in full, by Engineer.
 - d. Upon termination of this Agreement, Engineer shall provide a final invoice to City, showing all costs incurred but unpaid, and the City shall pay within 30 days such costs, as shown therein unless disputed. Before City pays the final invoice, the

Engineer shall deliver all files reports, and other materials concerning services provided, maintained or controlled by Engineer, subject to all applicable federal and state law.

2. Scope of Services. The scope of services pursuant to this Agreement shall be limited to professional and technical engineering services. Specific services shall be as set forth in the Project Task Orders.
3. Project Task Order. City may issue to Engineer a Project Task Order in the form attached to this Agreement as Exhibit "A." Subject to the terms of this Agreement and the terms of the Project Task Order, Engineer shall render to City the requested professional and technical engineering services set forth in the Project Task Order. In conjunction therewith, City shall provide to Engineer all necessary information and documentation for Engineer to perform the services. A Project Task Order shall include the scope of the work requested, a schedule for completion, and the cost of said work. All Project Task Orders shall be signed by both Parties to this Agreement. Multiple Project Task Orders may be entered into by the Parties
4. Compensation. In consideration of the services provided to City by Engineer, City shall pay Engineer for services rendered in accordance with the Project Task Order and the approved fee structure attached hereto as Exhibit "B" (hereinafter referred to as "Fee Schedule"), if applicable. Minimum amount of guarantee under this contract is \$0.00. Maximum dollar amount of task orders available is \$200,000.00 over the term of this Agreement as set forth in Section 1..
5. Invoice; Payment.
 - a. For services rendered hereunder, Engineer shall invoice City monthly for services provided in accordance with the approved Project Task Order and Fee Schedule. Engineer shall submit monthly invoices to City showing the work completed and the amount of compensation due. Engineer shall submit invoices for work done in a timely manner. City shall not be required to pay for work that is invoiced more than 120 days after it was performed.
 - b. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.
 - c. In the event amounts are not paid in full within thirty (30) days of City's receipt of the invoice, City agrees to pay interest at the rate of one and one-half percent (1.5%) per month on any and all unpaid balance of services, costs, and expenses.
 - d. City consents to Engineer's immediate withdrawal and termination of this Agreement should the account become more than thirty (30) days delinquent. Further, in the event of default, Engineer may pursue any and all remedies available at law or in equity.
 - e. In the event an amount is disputed, City shall notify Engineer in writing of its dispute within thirty (30) days. The Parties shall make a good faith effort to resolve the disputed amount. If correspondence does not resolve the dispute, the Parties or their respective representatives shall meet in person on at least one occasion and attempt to resolve the matter prior to pursuing litigation.

6. Relationship of Parties.

Engineer, its agents, and employees shall be an independent contractor performing professional and technical engineering services for the City. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venturers between City and Engineer. As independent contractors, Engineer, its agents, and employees shall not qualify for or receive any employee benefits from the City, including but not limited to, leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

7. Employees and Subcontractors.

Engineer shall be solely responsible for the payment of wages, salary or benefits to any and all employees or contractors retained by Engineer in the performance of the services under this Agreement. Engineer agrees to indemnify, defend and hold harmless City from any and all claims that may arise from the Engineer's relationship to its employees and subcontractors.

8. Standard of Performance; Licenses.

Engineer agrees and represents that it has the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Engineer shall perform the work described herein in accordance with the standard of care required for the performance of engineering services. Further, Engineer shall maintain all required licenses, including without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Engineer shall require and ensure that all of Engineer's employees and subcontractors maintain all required licenses, including without limitation, all necessary professional and business licenses.

9. Professional Liability Insurance.

Engineer shall maintain professional liability insurance, at its own expense, to protect City from any negligent acts, errors, or omissions on the part of Engineer. Notwithstanding the existence of professional liability insurance, the total aggregate of Engineer's liability to all parties related to this Agreement shall not exceed two million dollars (\$2,000,000).

10. Other Insurance.

Without limiting any indemnity or other obligations of Engineer hereunder, Engineer shall, prior to providing Engineering Services, secure and continuously thereafter (throughout the term of this Agreement) carry with insurers the following insurance coverage in policies which include provisions or endorsements naming City as an

additional insured (as indicated below) and shall furnish proof thereof satisfactory to City promptly when requested:

- Worker's Compensation Insurance and Employer's liability Statutory amount
- General Liability \$1,000,000/\$2,000,000 (City listed as additional insured)
- Automobile Liability \$1,000,000 Umbrella Liability \$1,000,000 (City listed as additional insured)

11. Indemnification.

Engineer specifically and expressly agrees to indemnify, and save and hold harmless the City (including, without limitation, its elected and appointed officers, employees, successors, and assigns) from and against any and all demands, liabilities, claims, damages, actions, attorney fees or other cost incurred by the City and/or proceedings in law or equity (including reasonable attorneys' fees and costs of suit), to the extent caused by or resulting from any negligence, gross negligence, intentional misconduct, or under any other actionable fault of Engineer (including, without limitation, its employees, agents, subcontractors, or consultants) in the performance or failure of performance of the Engineering Services provided, or to be provided, hereunder. Nothing herein shall, however, require Engineer to indemnify, and/or save or hold harmless City or its elected or appointed officers, employees, successors, or assigns with respect to (a) the negligence, intentional misconduct, or other actionable fault of City or its elected or appointed officers, employees, successors, or assigns, or of the agents or consultants of City other than Engineer; or (b) any demand, liability, claim, damage, action, and/or proceeding not related to the Engineering Services provided, or to be provided, by Engineer hereunder.

12. Time is of the Essence; Liquidated Damages.

City and Engineer agree that time is of the essences and that, in the case of Engineer's failure to complete the Project Task Order within the time specified and agreed upon, City will be damaged thereby; and because it is difficult to definitely ascertain and prove the amount of such damages, it is hereby agreed that the amount of such damages shall be the liquidated sum of One Hundred Dollars (\$100.00) per calendar day for each day's delay in completing the Project Task Order in excess of the number of working days prescribed; and Engineer hereby agrees that said sum shall be deducted from amounts due the Engineer under the Agreement or, if no amount is due, Engineer hereby agrees to pay to City as liquidated damages such total sum as shall be due for such delay, computed as aforesaid.

13. Notice.

All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service or mailed by registered or certified national mail service, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Agreement that are

addressed as provided in this Section. If delivered personally or by nationally recognized courier service, notice will be deemed given upon delivery. If delivered by mail in the manner described above, notice will be deemed given on the date received by the recipient as reflected in the return receipt. All notices shall be directed to the Parties hereto as follows:

CITY:

American Fork City
Attn: City Administrator
51 East Main Street
American Fork, Utah 84003
Phone: (801) 763-3000

With a copy to (which shall not constitute notice):

American Fork City Public Works
Attn: Public Works Director
275 East 200 North
American Fork, Utah 84003
Phone: (801) 763-3060

ENGINEER:

14. Ownership.

All work, work product and deliverables produced under this Agreement shall remain the exclusive property and shall inure to the benefit of City as work for hire. Engineer shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, Engineer may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of City.

15. Waiver.

Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of any other covenant, agreement, term, or condition. Any party, by notice delivered in the manner provided in this Agreement, may, but shall be under no obligation to waive any of its rights and any conditions to its obligation hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term, and condition shall continue in full force with respect to any other then existing or subsequently occurring breach. To be effective a waiver must be signed by both Parties hereto.

16. Compliance with Laws and Policies.

In the performance of their obligations hereunder, the Parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures. Both Parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

17. Rights and Remedies.

The rights and remedies of any of the Parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provisions hereof, it being the intention of this Paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as to law or otherwise.

18. Entire Agreement.

This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties on the subject matter covered herein and this Agreement supersedes any and all prior agreements between the Parties related to the services. The Parties represent and acknowledge that they have not relied on any statements or promises of any kind other than those specifically set forth in this Agreement.

19. Amendments.

This Agreement may only be amended in writing signed by each of the Parties hereto. If, as the result of legislative action or rule-making, any of the provisions of this Agreement becomes inconsistent with Utah law, the Parties will promptly meet to negotiate in good faith such amendments as may be necessary to comply with Utah law.

20. Force Majeure.

Neither City nor Engineer shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

21. Section Headings.

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

22. Severability.

In any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable to any extent, the remainder of this Agreement shall not be impaired and shall be enforced to the fullest extent permitted by law.

23. Counterparts.

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one instrument.

24. Choice of Law.

The interpretation of this Agreement and any claim or controversy arising out of or related to this Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the courts of Utah County, State of Utah. Each of the Parties irrevocably submits to the exclusive jurisdiction of such courts in any proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court

25. Confidentiality and Data Privacy.

Any confidential information provided to or developed by the Consultant in the performance of this Agreement shall be kept confidential and shall not be revealed or

made available to any person by the Consultant without the prior written approval of the City. This provision shall survive any termination of this Agreement. Engineer agrees to abide by and comply with any applicable federal, state or local laws, rules, regulations of policies requiring data security and privacy.

Engineer also understands and agrees City is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”), and City cannot guarantee that any information or any document or record provided to City by Engineer will not be subject to disclosure unless it is properly classified as a “protected record” under GRAMA based upon a written claim of business confidentiality under Utah Code Ann. §§ 63G-2-305 and -309 and other provisions of GRAMA. For any record provided by Engineer to City to be classified as a “protected record”, Engineer must provide a written claim of business confidentiality and a concise statement of reasons and justifications supporting the claim of business confidentiality with the record when it is first submitted by Engineer to City and, if not so provided, any claim to protected record status may be deemed to have been waived and relinquished by Engineer.

26. Assignment.

This Agreement may not be assigned by either party without the written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the Parties to this Agreement.

27. Attorney Fees; Costs.

In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

28. Authority.

The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or government entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or government entity and that this Agreement is binding upon the entity in accordance with its terms.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

City Administrator

By:

Its:

Date: _____

Date: _____

Attest:

Recorder

Approved as to form:

Approved as to content:

City Attorney

City Engineer

EXHIBIT A
Project Task Order No. _____

On this _____ day of _____, 20____, American Fork City (hereinafter referred to as “City”) hereby requests _____ (hereinafter referred to as “Engineer”) to perform the civil engineering services requested herein under the terms of the existing Master Services Agreement dated _____, 20__.

Scope of Services Requested: _____

Required Documentation from Engineer: _____

Schedule:

Deadlines for this Project Task Order shall be as follows:

- _____
- _____
- _____
- _____

Compensation:

Costs and fees associated with this Project Task Order shall be as follows (check one):

- Lump sum of \$ _____ (including costs);
- Hourly rate and costs as set forth in the Fee Schedule, Exhibit B of the Master Services Agreement, not to exceed \$ _____ without written consent; or
- Hourly rate and costs as set forth in the Fee Schedule, Exhibit B of the Master Services Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

City Engineer

By: _____

Its:

Date: _____

Date: _____

Template for Exhibit B



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 14, 2025**

Department Planning Director Approval Patrick O'Brien

AGENDA ITEM Review and Action on an ordinance approving a Code Text Amendment, known as Administrative Site Plan Approvals, of the American Fork City Municipal Code. Amending Section 17.6.101, the Code Text Amendment plans to amend the Site Plan Approval Process.

SUMMARY RECOMMENDATION

Planning Commission Recommended Approval in the September 9, 2025 meeting

BACKGROUND

The staff has initiated a Code Text Amendment to amend Section 17.6.101 of the American Fork City Municipal Code. The proposed amendment looks to amend the Site Plan approval process. This update is a follow up from a previous update presented tot the City Council earlier in the year.

BUDGET IMPACT

N/A

SUGGESTED MOTION

I move to approve the proposed Code Text Amendment, amending Section 17.6.101, titled Administrative Site Plan Review, relating to DRC Site Plan approval for Site Plan amendments and providing an effective date for the ordinance.

I move to deny the proposed Code Text Amendment, amending Section 17.6.101, titled Administrative Site Plan Review, relating to DRC Site Plan approval for Site Plan amendments.

I move to table action for the proposed Code Text Amendment, amending Section 17.6.101, titled Administrative Site Plan Review, relating to DRC Site Plan approval and instruct staff/developer to.....

SUPPORTING DOCUMENTS

Section 17.6.101 Administrative Site Plan Approval Process CTA (PDF)
Final_Section 17.6.101 - Site Plan Approval Process Ordinance.Option B.Reorganized.8.12.2025 (PDF)

Redline_Section 17.6.101 - Site Plan Approval Process Ordinance.Option
B.Reorganized.8.12.2025 (PDF)
Site Plan Approval Process_Code Text Amendment 17.6.101 - Staff Report (PDF)
09.03.2025 UNAPPROVED PC Meeting Minutes (PDF)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 17.6.101 TITLED OFF-STREET PARKING STANDARDS PROVIDING FOR THE ADOPTION AND ENFORCEMENT OF THE AMENDMENTS.

WHEREAS, American Fork City is authorized to enact ordinances as are necessary and proper to promote the health, safety, morals, convenience, order, prosperity, and general welfare of American Fork; and

WHEREAS, it is in the best interest and general welfare of residents of American Fork to amend Section 17.6.101 relating to clarifying the requirements for the surfacing of off-street parking by requiring a hard surface as recommended by a geotechnical engineer.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF AMERICAN FORK, UT as follows:

**PART I
TEXT OF ORDINANCE**

SECTION 1. Section 17.6.101 of the American Fork municipal code is hereby amended to read as follows:

17.6.101. Site Plan Approval Process.

A. When Required. Site plans shall be required for any proposed development, construction upon, revision or addition to or other improvement to a property or site in a nonresidential zone, a nonresidential use in a residential zone, or to obtain a conditional use permit in any zone. Additionally, a site plan shall be required whenever the terms of the American Fork Municipal Code otherwise require. No development, construction, revision, or additions shall take place on the site until the site plan has been approved by the City, final plats if required have been recorded, the necessary bonds have been posted, and the appropriate permits have been obtained. All applicable development, construction, revisions, or additions shall take place in compliance with an approved site plan for that specific property.

No proposed development, construction, revision or additions, or other improvements to a property or site shall be placed over property lines. Any proposal that does so, shall seek a final plat, or an amended final plat approval prior to a site plan approval.

B. Submittal. Site plan applications shall be submitted to the Development Services Department on the forms provided by the City and shall be accompanied by maps and drawings, to scale, showing the following, unless otherwise required by City Engineer or Development Services Director:

1. ALTA Survey (identify Geodetic Datum used)

2. Civil Engineering Design Plan Set using NAVD 88 vertical datum and including the following:
 - a. Cover sheet, General Notes, Site Plan, Grading and Drainage Plan, Utility Plan showing all existing and proposed wet and dry utilities (including street lights), Plan and Profile sheet for all proposed public utilities, Erosion Control Plan, American Fork Standard Details
3. Application Fees
4. Drainage Report identifying drainage sub-basins
5. Phasing Plan
6. Timpanogos Special Service District Form
7. Title Report (Dated within 60 days of date of application)
8. Zoning Clearance Letter
9. The location of all existing and proposed buildings and structures on the site with full dimensions showing the distance between buildings and distances from buildings to adjacent property lines.
10. The location of all parking spaces, driveways, and points of vehicular ingress and egress.
11. A landscaping plan showing the location, types, percentages, and initial sizes of all planting materials to be used together with the location of fences, walls, hedges, and decorative materials.
12. Preliminary elevations of main buildings showing the general appearance and types of external materials to be used and including dimension height.
13. The locations of solid waste receptacles and trash pick-up areas. Include preliminary elevations of solid waste receptacles showing the general appearance, types of external materials to be used, and dimensions.
14. Geotechnical Report (require each phase being planned to have test pits identified within the specific phases that will be brought forward). Geotechnical Report must be dated within 3 years of date of application, or a new Geotechnical Report is required. Geotechnical report shall include percolation rates, identify liquefaction hazards, wetlands, groundwater elevations and information required to confirm the existence or non-existence of sensitive lands as identified in the Sensitive Lands Ordinance. Boring depths up to 70' deep may be required as per the Sensitive Lands Ordinance.
15. A traffic study prepared by an independent, professional traffic engineer if a site plan proposes any of the following: i) seventy-five (75) or more parking stalls; ii) a drive-up window; iii) more than two drive approaches from dedicated streets; iv) a corner lot where one or more of the streets is a collector or arterial street; or

as required based on requirements set forth in the Traffic Impact Study requirements

- a. The final approving authority may impose traffic mitigation requirements based on the impacts identified by a traffic study prepared by the applicant, the City or any qualified independent traffic consultant. Nothing in this Section shall preclude the City from performing its own traffic study.
- b. The Development Services Director, after consultation with the Public Works Director, may waive the requirements of a traffic study if a new traffic study would be unnecessarily cumulative or otherwise not add to the information already available to the Development Services Director.

Upon determination of a complete submittal, the site plan application shall be provided to the Development Review Committee for review.

C. Determination of Required Documents.

1. Required Documents. Required submittal documents as outlined in Section 17.6.101.B shall be determined by the Development Services Director and Public Works Director after the mandatory Concept Plan meeting is held.

a. Upon determination of a complete submittal, the application shall be provided to the Development Review Committee for full review and determination of the appropriate approval process as outlined in Subsection D.

D. Approval. After full review of the site plan application, the DRC shall take action to (1) administratively approve the site plan application, or (2) move the proposed site plan to the final approval authority, as applicable. DRC shall only administratively approve or move forward a proposed site plan if it complies fully with the American Fork General Plan and the American Fork City Code, City ordinances, resolutions, and policies.

1. DRC Administrative Approval. A concept plan meeting shall be scheduled through the Development Services Department to determine if proposed modifications to a site qualify for an amended administrative site plan approval process. The Development Review Committee may exercise administrative approval authority for amendments to existing site plans, or for site or structure alterations to existing buildings and sites that do not have a site plan under the following conditions:

- a. The proposed amendments to the existing site plan are minor in nature and enhance the overall site, as determined by the DRC. Minor amendments include, but are not limited to, the following:
 - i. Increasing the amount of parking;
 - ii. Restriping the parking areas;
 - iii. Reducing building size;

- iv. Change of use in an existing building;
- v. Building additions, including new structures, where the proposed additions do not exceed 10% of the original approved site plan approved by Planning Commission;
- vi. Relocating on site utility services;
- vii. Installing new utility services;
- viii. Minor modifications to on-site grading;
- ix. Altering the exterior site lighting;
 - x. Increasing the amount of landscaping;
 - xi. Modifying existing landscaping to water efficient standards;
 - xii. Altering or relocating covered parking stalls;
- xiii. Changing the exterior finishing materials from one acceptable material to another; and
- xiv. Additions to an existing building that do not increase the Gross Floor Area of the building such as awnings, canopies, decks, patios, and architectural features designed solely to enhance the aesthetic appeal of the building provided that the value of the proposed addition does not exceed five percent (5%) of the replacement value of the building.
- xv. Increase in internal floor area by introducing additional floors lofts, mezzanines, etc. in an existing structure or shell.
- xvi. Cell tower upgrades
- xvii. As determined by the Development Services Director, in consultation with the Public Works Director to be a minor enough amendment as to not constitute a full site plan review.

- 2. Planning Commission Approval.** Except as otherwise specified in this subsection C.1, the Planning Commission, acting in an administrative capacity, shall be the final approval authority for all proposed site plans forwarded by the Development Review Committee and shall have the power to approve, approve with conditions if granted the authority by City ordinance, or deny a proposed site plan.

E. Considerations. The recommending authority and approval authority for the site plan shall consider all of the following items when reviewing a proposed site plan:

- a. Whether the proposed site plan complies with the American Fork City General Plan, the American Fork City Code, ordinances, resolutions, and policies.
- b. Whether the proposed site plan promotes the health, safety and welfare of the community. In making this determination, the recommending authority and the final approving authority for the site plan, shall consider, among other things, the overall safety of the site, the impact the site will have on traffic and on surrounding properties, and the adequacy of police, fire, and utility services that can be provided to the site.

F. Appeals permitted. Any person aggrieved by a determination of the Development Review Committee or the Planning Commission may request a hearing before the city council who shall have the authority to reverse, affirm or modify any decision of the underlying approval authority. Any such appeal shall be filed within ten days of the decision being appealed.

G. Issuance of a permit. A building permit shall not be issued for any building or structure or external alterations thereto until the provisions of this section have been complied with. Any construction not in conformance with an approved site plan shall be considered a violation of this code. Any building permit issued shall ensure that development is undertaken and completed in conformity with the plans as approved.

H. Expiration of Site Plan Approval.

- a. An application for site plan approval shall expire if the application has not been approved or scheduled for review and approval by the approving authority within twelve (12) months after the date it was submitted.
- b. A site plan approval issued pursuant to this section shall expire and have no further force or effect if the building, activity, construction, or occupancy authorized by the approval is not commenced within twelve (12) months of the date of the approval. The approval authority that granted the original site plan approval may, at its discretion and upon written request submitted prior to the expiration date, grant an extension of up to six (6) months of the site plan approval.

PART II PROVISIONS AND ADOPTION

SECTION 1. Severability

The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any of the remaining sections, paragraphs, sentences, clauses or phrases of this Ordinance.

SECTION 2. Amendments to be added to the City Code.

The City Council hereby directs that the provisions enacted by this ordinance shall be made and placed in the City Code.

SECTION 3. Effective Date

This ordinance shall take effect immediately upon its passage and publication as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF AMERICAN FORK, STATE OF UTAH, ON THIS ____ DAY OF _____, 2025.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Section 17.6.101 Administrative Site Plan Approval Process CTA (17.6.101 Site Plan approval Code Text Amendment)

ORDINANCE NO. _____

AN ORDINANCE ENACTING SUBSECTION 17.6.101 OF THE AMERICAN FORK CITY MUNICIPAL CODE RELATING TO SITE PLAN APPROVALS.

WHEREAS, American Fork City seeks to promote the health, safety, morals, convenience, order, prosperity, and general welfare of American Fork City;

WHEREAS, the City has the authority to enact land use regulations pursuant to the Municipal Land Use Development and Management Act Utah Code § 10-9a-101 *et seq.*; and

WHEREAS, the City has already enacted an ordinance permitting administrative site plan review – see American Fork City Code Section 17.6.101 Administrative Site Plan Review; and

WHEREAS, the City deems it necessary to modify Section 17.6.101; and

WHEREAS, the American Fork City Council finds it in the best interest of the City to provide an administrative process for approving minor amendments to site plans;

WHEREAS, the American Fork City Council finds that the adoption of this ordinance would promote the health, safety and welfare of the City and its residents.

NOW THEREFORE, be it ordained by the City Council of American Fork, Utah, that:

**PART I
TEXT OF ORDINANCE**

SECTION 1. Section 17.6.101 Administrative Site Plan Review is hereby repealed and replaced with the following:

17.6.101. Site Plan Approval Process.

A. When Required. Site plans shall be required for any proposed development, construction upon, revision or addition to or other improvement to a property or site in a nonresidential zone, a nonresidential use in a residential zone, or to obtain a conditional use permit in any zone. Additionally, a site plan shall be required whenever the terms of the American Fork Municipal Code otherwise require. No development, construction, revision, or additions shall take place on the site until the site plan has been approved by the City, final plats if required have been recorded, the necessary bonds have been posted, and the appropriate permits have been obtained. All applicable development, construction, revisions, or additions shall take place in compliance with an approved site plan for that specific property.

No proposed development, construction, revision or additions, or other improvements to a property or site shall be placed over property lines. Any proposal that does so, shall seek a final plat, or an amended final plat approval prior to a site plan approval.

B. Submittal. Site plan applications shall be submitted to the Development Services Department on the forms provided by the City and shall be accompanied by maps and drawings,

to scale, showing the following, unless otherwise required by City Engineer or Development Services Director:

1. ALTA Survey (identify Geodetic Datum used)
2. Civil Engineering Design Plan Set using NAVD 88 vertical datum and including the following:
 - a. Cover sheet, General Notes, Site Plan, Grading and Drainage Plan, Utility Plan showing all existing and proposed wet and dry utilities (including street lights), Plan and Profile sheet for all proposed public utilities, Erosion Control Plan, American Fork Standard Details
3. Application Fees
4. Drainage Report identifying drainage sub-basins
5. Phasing Plan
6. Timpanogos Special Service District Form
7. Title Report (Dated within 60 days of date of application)
8. Zoning Clearance Letter
9. The location of all existing and proposed buildings and structures on the site with full dimensions showing the distance between buildings and distances from buildings to adjacent property lines.
10. The location of all parking spaces, driveways, and points of vehicular ingress and egress.
11. A landscaping plan showing the location, types, percentages, and initial sizes of all planting materials to be used together with the location of fences, walls, hedges, and decorative materials.
12. Preliminary elevations of main buildings showing the general appearance and types of external materials to be used and including dimension height.
13. The locations of solid waste receptacles and trash pick-up areas. Include preliminary elevations of solid waste receptacles showing the general appearance, types of external materials to be used, and dimensions.
14. Geotechnical Report (require each phase being planned to have test pits identified within the specific phases that will be brought forward). Geotechnical Report must be dated within 3 years of date of application, or a new Geotechnical Report is required. Geotechnical report shall include percolation rates, identify liquefaction hazards, wetlands, groundwater elevations and information required

to confirm the existence or non-existence of sensitive lands as identified in the Sensitive Lands Ordinance. Boring depths up to 70' deep may be required as per the Sensitive Lands Ordinance.

15. A traffic study prepared by an independent, professional traffic engineer if a site plan proposes any of the following: i) seventy-five (75) or more parking stalls; ii) a drive-up window; iii) more than two drive approaches from dedicated streets; iv) a corner lot where one or more of the streets is a collector or arterial street; or as required based on requirements set forth in the Traffic Impact Study requirements
 - a. The final approving authority may impose traffic mitigation requirements based on the impacts identified by a traffic study prepared by the applicant, the City or any qualified independent traffic consultant. Nothing in this Section shall preclude the City from performing its own traffic study.
 - b. The Development Services Director, after consultation with the Public Works Director, may waive the requirements of a traffic study if a new traffic study would be unnecessarily cumulative or otherwise not add to the information already available to the Development Services Director.

Upon determination of a complete submittal, the site plan application shall be provided to the Development Review Committee for review.

C. Determination of Required Documents.

1. Required Documents. Required submittal documents as outlined in Section 17.6.101.B shall be determined by the Development Services Director and Public Works Director after the mandatory Concept Plan meeting is held.

a. Upon determination of a complete submittal, the application shall be provided to the Development Review Committee for full review and determination of the appropriate approval process as outlined in Subsection D.

D. Approval. After full review of the site plan application, the DRC shall take action to (1) administratively approve the site plan application, or (2) move the proposed site plan to the final approval authority, as applicable. DRC shall only administratively approve or move forward a proposed site plan if it complies fully with the American Fork General Plan and the American Fork City Code, City ordinances, resolutions, and policies.

- 1. DRC Administrative Approval.** A concept plan meeting shall be scheduled through the Development Services Department to determine if proposed modifications to a site qualify for an amended administrative site plan approval process. The Development Review Committee may exercise administrative approval authority for amendments to existing site plans, or for site or structure alterations to existing buildings and sites that do not have a site plan under the following conditions:

- a. The proposed amendments to the existing site plan are minor in nature and enhance the overall site, as determined by the DRC. Minor amendments include, but are not limited to, the following:
- i. Increasing the amount of parking;
 - ii. Restriping the parking areas;
 - iii. Reducing building size;
 - iv. Change of use in an existing building;
 - v. Building additions, including new structures, where the proposed additions do not exceed 10% of the original approved site plan approved by Planning Commission;
 - vi. Relocating on site utility services;
 - vii. Installing new utility services;
 - viii. Minor modifications to on-site grading;
 - ix. Altering the exterior site lighting;
 - x. Increasing the amount of landscaping;
 - xi. Modifying existing landscaping to water efficient standards;
 - xii. Altering or relocating covered parking stalls;
 - xiii. Changing the exterior finishing materials from one acceptable material to another; and
 - xiv. Additions to an existing building that do not increase the Gross Floor Area of the building such as awnings, canopies, decks, patios, and architectural features designed solely to enhance the aesthetic appeal of the building provided that the value of the proposed addition does not exceed five percent (5%) of the replacement value of the building.
 - xv. Increase in internal floor area by introducing additional floors, lofts, mezzanines, etc. in an existing structure or shell.
 - xvi. Cell tower upgrades
 - xvii. As determined by the Development Services Director, in consultation with the Public Works Director to be a minor enough amendment as to not constitute a full site plan review.

- 2. Planning Commission Approval.** Except as otherwise specified in this subsection C.1, the Planning Commission, acting in an administrative capacity, shall be the final approval authority for all proposed site plans forwarded by the Development Review Committee and shall have the power to approve, approve with conditions if granted the authority by City ordinance, or deny a proposed site plan.

E. Considerations. The recommending authority and approval authority for the site plan shall consider all of the following items when reviewing a proposed site plan:

- a. Whether the proposed site plan complies with the American Fork City General Plan, the American Fork City Code, ordinances, resolutions, and policies.
- b. Whether the proposed site plan promotes the health, safety and welfare of the community. In making this determination, the recommending authority and the final approving authority for the site plan, shall consider, among other things, the overall safety of the site, the impact the site will have on traffic and on surrounding properties, and the adequacy of police, fire, and utility services that can be provided to the site.

F. Appeals permitted. Any person aggrieved by a determination of the Development Review Committee or the Planning Commission may request a hearing before the city council who shall have the authority to reverse, affirm or modify any decision of the underlying approval authority. Any such appeal shall be filed within ten days of the decision being appealed.

G. Issuance of a permit. A building permit shall not be issued for any building or structure or external alterations thereto until the provisions of this section have been complied with. Any construction not in conformance with an approved site plan shall be considered a violation of this code. Any building permit issued shall ensure that development is undertaken and completed in conformity with the plans as approved.

H. Expiration of Site Plan Approval.

- a. An application for site plan approval shall expire if the application has not been approved or scheduled for review and approval by the approving authority within twelve (12) months after the date it was submitted.
- b. A site plan approval issued pursuant to this section shall expire and have no further force or effect if the building, activity, construction, or occupancy authorized by the approval is not commenced within twelve (12) months of the date of the approval. The approval authority that granted the original site plan approval may, at its discretion and upon written request submitted prior to the expiration date, grant an extension of up to six (6) months of the site plan approval.

**PART II
CONFLICTING ORDINANCES, SEVERABILITY, AND ADOPTION**

SECTION 1. Conflicting Provisions. Whenever the provisions of this Ordinance conflict with the provisions of any other ordinance, resolution, or part thereof, the more stringent shall prevail.

SECTION 2. Provisions Severable. This Ordinance and the various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause, or phrase is adjudged to be unconstitutional or invalid, it is hereby declared that the remainder of the ordinance shall not be affected thereby.

This amended ordinance shall take effect [INSERT DATE HERE] as prescribed by law.

Passed by the American Fork City Council this ___ day of _____, 2025.

Bradley J. Frost
American Fork City Mayor

ATTEST:

Terilyn Lurker
City Recorder

ORDINANCE NO. ~~2025-07-23~~ _____

AN ORDINANCE ENACTING SUBSECTION 17.6.101 OF THE AMERICAN FORK CITY MUNICIPAL CODE RELATING TO SITE PLAN APPROVALS.

WHEREAS, American Fork City seeks to promote the health, safety, morals, convenience, order, prosperity, and general welfare of American Fork City;

WHEREAS, the City has the authority to enact land use regulations pursuant to the Municipal Land Use Development and Management Act Utah Code § 10-9a-101 *et seq.*; and

WHEREAS, the City has already enacted an ordinance permitting administrative site plan review – see American Fork City Code Section 17.6.101 Administrative Site Plan Review; and

WHEREAS, the City deems it necessary to modify Section 17.6.101; and

WHEREAS, the American Fork City Council finds it in the best interest of the City to provide an administrative process for approving minor amendments to site plans;

WHEREAS, the American Fork City Council finds that the adoption of this ordinance would promote the health, safety and welfare of the City and its residents.

NOW THEREFORE, be it ordained by the City Council of American Fork, Utah, that:

**PART I
TEXT OF ORDINANCE**

SECTION 1. Section 17.6.101 Administrative Site Plan Review is hereby repealed and replaced with the following:

17.6.101. Site Plan Approval Process.

A. When Required. Site plans shall be required for any proposed development, construction upon, revision or addition to or other improvement to a property or site in a nonresidential zone, a nonresidential use in a residential zone, or to obtain a conditional use permit in any zone. Additionally, a site plan shall be required whenever the terms of the American Fork Municipal Code otherwise require. No development, construction, revision, or additions shall take place on the site until the site plan has been approved by the City, final plats if required have been recorded, the necessary bonds have been posted, and the appropriate permits have been obtained. All applicable development, construction, revisions, or additions shall take place in compliance with an approved site plan for that specific property.

No proposed development, construction, revision or additions, or other improvements to a property or site shall be placed over property lines. Any proposal that does so, shall seek a final plat, or an amended final plat approval prior to a site plan approval.

B. Submittal. Site plan applications shall be submitted to the Development Services Department on the forms provided by the City and shall be accompanied by maps and drawings,

to scale, showing the following, unless otherwise required by City Engineer or Development Services Director:

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 - a. Cover sheet, General Notes, Site Plan, Grading and Drainage Plan, Utility Plan showing all existing and proposed wet and dry utilities (including street lights), Plan and Profile sheet for all proposed public utilities, Erosion Control Plan, American Fork Standard Details
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to confirm the existence or non-existence of sensitive lands as identified in the Sensitive Lands Ordinance. Boring depths up to 70' deep may be required as per the Sensitive Lands Ordinance.

15. A traffic study prepared by an independent, professional traffic engineer if a site plan proposes any of the following: i) seventy-five (75) or more parking stalls; ii) a drive-up window; iii) more than two drive approaches from dedicated streets; iv) a corner lot where one or more of the streets is a collector or arterial street; or as required based on requirements set forth in the Traffic Impact Study requirements
 - a. The final approving authority may impose traffic mitigation requirements based on the impacts identified by a traffic study prepared by the applicant, the City or any qualified independent traffic consultant. Nothing in this Section shall preclude the City from performing its own traffic study.
 - b. The Development Services Director, after consultation with the Public Works Director, may waive the requirements of a traffic study if a new traffic study would be unnecessarily cumulative or otherwise not add to the information already available to the Development Services Director.

Upon determination of a complete submittal, the site plan application shall be provided to the Development Review Committee for review.

C. Determination of Required Documents.

1. Required Documents. Required submittal documents as outlined in Section 17.6.101.B shall be determined by the Development Services Director and Public Works Director after the mandatory Concept Plan meeting is held.

a. Upon determination of a complete submittal, the application shall be provided to the Development Review Committee for full review and determination of the appropriate approval process as outlined in Subsection D.

D.C. Approval. After full review of the site plan application, the DRC shall take action to (1) administratively approve the site plan application, or (2) move the proposed site plan to the final approval authority, as applicable. DRC shall only administratively approve or move forward a proposed site plan if it complies fully with the American Fork General Plan and the American Fork City Code, City ordinances, resolutions, and policies.

1. DRC to approve DRC Administrative Approval. A concept plan meeting shall be scheduled through the Development Services Department to determine if proposed modifications to a site qualify for an amended amended administrative site plan approval process. The Development Review Committee may exercise administrative approval authority for amendments to existing site plans, or for site or structure alterations to existing buildings and sites that do not have a site plan under the following conditions:

- a. The proposed amendments to the existing site plan are minor in nature and enhance the overall site, as determined by the DRC. Minor amendments include, but are not limited to, the following:
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 - iii. Reducing building size;
 - iv. Change of use in an existing building;
 - v. Building additions, including new structures, where the proposed additions do not exceed 10% of the original approved site plan approved by Planning Commission;
 - vi. Relocating on site utility services;
 - vii. Installing new utility services;
 - viii. Minor modifications to on-site grading;
 - ix. Altering the exterior site lighting;
 - x. Increasing the amount of landscaping;
 - xi. Modifying existing landscaping to water efficient standards;
 - xii. Altering or relocating covered parking stalls;
 - xiii. Changing the exterior finishing materials from one acceptable material to another; and
 - xiv. Additions to an existing building that do not increase the Gross Floor Area of the building such as awnings, canopies, decks, patios, and architectural features designed solely to enhance the aesthetic appeal of the building provided that the value of the proposed addition does not exceed five percent (5%) of the replacement value of the building.
 - xv. Increase in internal floor area by introducing additional floors, lofts, mezzanines, etc. in an existing structure or shell.
 - xvi. Cell tower upgrades
 - xvii. As determined by the Development Services Director, in consultation with the Public Works Director to be a minor enough amendment as to not constitute a full site plan review.

~~1.2.~~ **Planning Commission Approval to Approve.** Except as otherwise specified in this ~~subsection C.1 Section~~, the Planning Commission, acting in an administrative capacity, shall be the final approval authority for all proposed site plans forwarded by the Development Review Committee and shall have the power to approve, approve with conditions if granted the authority by City ordinance, or deny a proposed site plan.

~~2.1.DRC to approve.~~ A concept plan meeting shall be scheduled through the Development Services Department to determine if proposed modifications to a site qualify for an amended site plan approval process. The Development Review Committee may exercise administrative approval authority for amendments to existing site plans, or for site or structure alterations to existing buildings and sites that do not have a site plan under the following conditions:

- ~~a.~~ The proposed amendments to the existing site plan are minor in nature and enhance the overall site, as determined by the DRC. Minor amendments include, but are not limited to, the following:
 - ~~i.~~ Increasing the amount of parking;
 - ~~ii.i.~~ Restriping the parking areas;
 - ~~iii.i.~~ Reducing building size;
 - ~~iv.i.~~ Change of use in an existing building;
 - ~~v.i.~~ Building additions, including new structures, where the proposed additions do not exceed 10% of the original approved site plan approved by Planning Commission;
 - ~~vi.i.~~ Relocating on-site utility services;
 - ~~vii.i.~~ Installing new utility services;
 - ~~viii.i.~~ Minor modifications to on-site grading;
 - ~~ix.i.~~ Altering the exterior site lighting;
 - ~~x.i.~~ Increasing the amount of landscaping;
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 - ~~xiii.i.~~ Changing the exterior finishing materials from one acceptable material to another; and

~~xiv.i. Additions to an existing building that do not increase the Gross Floor Area of the building such as awnings, canopies, decks, patios, and architectural features designed solely to enhance the aesthetic appeal of the building provided that the value of the proposed addition does not exceed five percent (5%) of the replacement value of the building.~~

~~xv.i. Increase in internal floor area by introducing additional floors, lofts, mezzanines, etc. in an existing structure or shell.~~

~~xvi.i. Cell tower upgrades~~

~~xvii.i. As determined by the Development Services Director, in consultation with the Public Works Director to be a minor enough amendment as to not constitute a full site plan review.~~

~~3. **Submittal** Required submittal documents as outlined in Section 17.6.101.B shall be determined by the Development Services Director and Public Works Director after the mandatory Concept Plan meeting is held.~~

~~a. Upon determination of a complete submittal, the application shall be provided to the Development Review Committee for Review.~~

4. **E. Considerations.** The recommending authority and approval authority for the site plan shall consider all of the following items when reviewing a proposed site plan:

- a. Whether the proposed site plan complies with the American Fork City General Plan, the American Fork City Code, ordinances, resolutions, and policies.
- b. Whether the proposed site plan promotes the health, safety and welfare of the community. In making this determination, the recommending authority and the final approving authority for the site plan, shall consider, among other things, the overall safety of the site, the impact the site will have on traffic and on surrounding properties, and the adequacy of police, fire, and utility services that can be provided to the site.

5. **F. Appeals permitted.** Any person aggrieved by a determination of the Development Review Committee or the Planning Commission may request a hearing before the city council who shall have the authority to reverse, affirm or modify any decision of the underlying approval authority. Any such appeal shall be filed within ten days of the decision being appealed.

6. **G. Issuance of a permit.** A building permit shall not be issued for any building or structure or external alterations thereto until the provisions of this section have been complied with. Any construction not in conformance with an approved site plan shall be considered a violation of this code. Any building permit issued shall ensure that development is undertaken and completed in conformity with the plans as approved.

H. Expiration of Site Plan Approval.

~~a. An application for site plan approval shall expire if the application has not been approved or scheduled for review and approval by the approving authority within twelve (12) months after the date it was submitted.~~

~~b. A site plan approval issued pursuant to this section shall expire and have no further force or effect if the building, activity, construction, or occupancy authorized by the approval is not commenced within twelve (12) months of the date of the approval. The approval authority that granted the original site plan approval may, at its discretion and upon written request submitted prior to the expiration date, grant an extension of up to six (6) months of the site plan approval. An application for site plan approval shall expire if the application has not been approved or scheduled for review and approval by the approving authority within twelve months after the date it was submitted. A site plan approval issued pursuant to this section shall expire and have no further force or effect if the building, activity, construction, or occupancy authorized by the approval is not commenced within twelve (12) months of the date of the approval, with a six-month extension back to the approval body.~~

**PART II
CONFLICTING ORDINANCES, SEVERABILITY, AND ADOPTION**

SECTION 1. Conflicting Provisions. Whenever the provisions of this Ordinance conflict with the provisions of any other ordinance, resolution, or part thereof, the more stringent shall prevail.

SECTION 2. Provisions Severable. This Ordinance and the various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause, or phrase is adjudged to be unconstitutional or invalid, it is hereby declared that the remainder of the ordinance shall not be affected thereby.

This amended ordinance shall take effect ~~immediately upon its passage~~[INSERT DATE HERE] ~~and publication~~ as prescribed by law.

Passed by the American Fork City Council this 8th day of July, 2025.

Bradley J. Frost
American Fork City Mayor

ATTEST:

Terilyn Lurker
City Recorder



Planning Commission Staff Report
Meeting Date: September 03, 2025

Agenda Topic

Public hearing, review, and recommendation on a proposed Code Text Amendment, known as Administrative Site Plan Approvals, of the American Fork City Municipal Code. Amending Section 17.6.101, the Code Text Amendment plans to amend the Site Plan Approval Process.

Background

The staff has initiated for a Code Text Amendment to amend Section 17.6.101 of the American Fork City Municipal Code. The proposed amendment looks to amend the Site Plan approval process.

Potential Motions – Code Text Amendment

Approval

I move to recommend approval for the proposed Code Text Amendment, amending Section 17.6.101, titled Administrative Site Plan Review, relating to DRC Site Plan approval for Site Plan amendments and providing an effective date for the ordinance.

Denial

I move to recommend denial for the proposed Code Text Amendment, amending Section 17.6.101, titled Administrative Site Plan Review, relating to DRC Site Plan approval for Site Plan amendments.

Table

I move to table action for the proposed Code Text Amendment, amending Section 17.6.101, titled Administrative Site Plan Review, relating to DRC Site Plan approval and instruct staff/developer to.....

UNAPPROVED MINUTES
09.03.2025

AMERICAN FORK CITY
PLANNING COMMISSION REGULAR SESSION
September 3rd, 2025

The American Fork City Planning Commission met in a regular session on September 3rd, 2025 at the American Fork City Hall, 31 North Church Street, commencing at 6:00 p.m.

Commissioners Present: Christine Anderson, Chris Christiansen, Geoff Dupaix, Rodney Martin, David Bird

Commissioners Absent: Harold Dudley

Staff Present:

Cody Opperman	Planner II
Annalisa Reed	Planner
Ben Hunter	City Engineer
Angie McKee	Administrative Assistant I

Others Present: Ken Berg, Bryan Larsen, Renee Rhoton, H.L. Adams, Sherlene Adams, Bryant Bishop

REGULAR SESSION

Christine Anderson led the “Pledge of Allegiance”

Roll Call

COMMON CONSENT AGENDA

- 1. Minutes of the August 20th, 2025 Planning Commission Regular Session.**

Rodney Martin motioned to approve the Common Consent agenda.

Chris Christiansen seconded the motion.

UNAPPROVED MINUTES
09.03.2025

Voting was as follows:

Chris Christiansen	AYE
Claire Oldham	AYE
Christine Anderson	AYE
Geoff Dupaix	AYE
Rodney Martin	AYE
David Bird	AYE

The motion passed

PUBLIC HEARINGS

- a. **Public hearing, review, and recommendation on an application for a Land Use Map Amendment, known as Maxwell Square, located at 148 N 100 E, American Fork City. The Land Use Map Amendment will be on approximately 0.93 acres and is in the Residential High Density and will change to the General Commercial land use designation.**

Cody Opperman reviewed the background information for Public Hearing Item letter a: The proposed amendment to the Land Use Map looks to change from the Residential High Density to the General Commercial land use. The change in the land use map is requested by the applicant to provide a mixed-use development. He explained that two of the three parcels for this project are already in the CC-1 zone, and the one remaining parcel is in the R4-7500 zone. In order for the applicant to move forward with his project the most northern parcel needs to be changed to the CC-1 zone as well. While the project will still need to go through the development review process if this amendment is approved, the applicant has provided information showing the plan to build a 55-foot-high building with 18 one bedroom and 18 two bedroom units along with 2000 square feet of commercial space on the ground floor.

Commissioner Dupaix asked if the applicant has had any conversations with UDOT as that is usually a requirement for a project like this that could impact the traffic.

Ben Hunter informed him that there had been both a pre-application meeting with UDOT and a pre-diagnostic meeting as well.

UNAPPROVED MINUTES

09.03.2025

Commissioner Oldham asked if the property is already residential high-density, is the change so they can have commercial use on the bottom floor.

Cody Opperman explained the different residential requirements for both the R4-7500 and the CC-1 zones and noted that mixed-use is a requirement in the CC-1 zone.

Commissioner Dupaix spoke to his skepticism on mixed-use projects as some of the other developments in the city that were approved with commercial use on the bottom floor are not very viable. He added that 2000 square feet is not much space for a sustainable business and would like to know what types of business the applicant would market to bring to this location.

Commissioner Anderson asked if this land use map amendment is approved if the zone change would directly follow.

Cody Opperman explained that the process now requires the land use map amendment to take place before the zone change, so the zone change would come through at a later date.

The applicant, Bryant Bishop acknowledged that there can be challenges in having commercial on the bottom floor like parking and finding the right type of use, and while it is too early in the process for him to know exactly what will work there, it would probably need to be something destination based like a hair salon.

Commissioner Dupaix reiterated his skepticism on mixed-use projects and feels it would probably make more sense if this were approved for only apartments, as this type of concept hasn't worked successfully here in American Fork.

Bryant Bishop explained that what they are proposing is based on what the zoning requirements are right now. He informed the commissioners that a proposal was brought to the city back in October for retail units, but the code changed in January, and they had to go back and reconfigure the project to meet the city's guidelines.

Commissioner Martin noted his opinion that the city does need more mixed-use development throughout the city and reminded the commission that this is only about the land use tonight. He asked Commissioner Dupaix if his concerns were specifically with the TOD area and Commissioner Dupaix noted his concerns with the area behind Deseret Industries also having too many vacant commercial spaces.

Public Hearing Open

Tom Miller asked for information on the traffic plan that was asked about earlier in the meeting.

UNAPPROVED MINUTES

09.03.2025

Ben Hunter explained that when a project is within 1000 Feet of a railroad crossing, the state requires that a diagnostic meeting be held with Union Pacific, UDOT and UTA. The discussion pertains more to the actual site plan layout, not necessarily the land use change that's before commission tonight, and no decisions were made, only discussions.

Tom Miller spoke to the fact that the traffic is currently backed up from light to light, and he does not think it is very smart to add something commercial along with 5 stories of apartments to an area that cannot accommodate that kind of an increase in population.

Renee Rhoton informed the commissioners that she has lived in this area for 30 years, and herself and her husband support this being rezoned to be commercial because she thinks it could make this area safer. If it is developed as it is right now, she believes it is not safe, so she and her husband would like to request that her lot, as well as the neighbors to her north also be included in this re-zoning so the entire block can be planned for a commercial mixed use. She added that if this is developed as it is now, it would make it even more unsafe to pull in and out of their driveways so the developer should be required to make some modifications to make it safer for the existing residents like a semi-circle driveway.

Brian Larsen owns the property right to the south, he owns an insurance agency there, and while he is not against people developing their property, he has some concerns from a parking standpoint as right now he has some overflow parking throughout the night. He is not there during the evenings, so it has not become a huge issue yet, but he is concerned that adding all of these residents without enough parking would cause an overflow into his parking lot and while he likes having traffic come by his business, he can see the traffic becoming a major bottlenecking problem.

Howard Adams is also concerned with the traffic and how that many people are going to get in and out of that space. He is also concerned with the height of the building when everything else on that block is single family homes and asked if there was going to be any green space or only concrete and black top.

Cody Opperman explained again that this project is very conceptual, and while there will be some landscaping requirements if this concept is approved, it does not have a small park or anything of that nature.

UNAPPROVED MINUTES

09.03.2025

Howard Adams told the commissioners that if this was happening on their street, he believes they would not be very happy. He further explained that he has already been backing into his driveway for the last 40 years, but even with that it puts the nose of his car into the traffic which is not safe, and he suggested that they sit with a police officer on the street and observe the danger.

Public Hearing Closed

Bryan Bishop noted that he can see the concerns with backing in and out of driveways on these busy roads and explained that the north drive isle on their plans is about 46 feet and will significantly increase the visibility. He also added that they are trying to have a conversation with the 18 plex next to this property about the possibility of access there as well.

Commissioner Anderson spoke to change being hard, especially in an area like this where 65% of the growth are families where their kids want to stay close to the areas they grew up in. She spoke about the lack of housing as well as the affordability issues and added that she has to back into her driveway as well, and she wishes she had a small grocery store on the corner she could walk to instead of having to drive. She spoke to the other areas of the country where there are little areas of commercial use in residential areas and that seems to help with the traffic problems. She asked if there were any plans to widen this road.

Commissioner Dupaix said that he looked it up and there are no plans to widen that road in the next 30 years.

Commissioner Anderson asked about the parking requirements.

Cody Opperman explained there are parking requirements for both the commercial and residential uses, and they hope the parking standards would mitigate the impact on people parking in other areas, and added that because this is very early in the concept, all of this would depend on what the applicant actually proposes to do if the land use change is approved.

Commissioner Dupaix mentioned that they have dealt with parking issues in the past like with Alvera apartments where they had to do a parking agreement with Cal Ranch and others nearby but added that would be something that would be up to the property owners to figure out.

Commissioner Bird mentioned that a positive thing with the apartment parking lot is that it would mean that the residents would not have back in and out, which would also make things safer, but also noted that this particular road is a UDOT road and the city does not have the control here.

UNAPPROVED MINUTES

09.03.2025

Commissioner Christiansen thanked the public for their comments as well as his fellow commissioners. He added that he really likes the idea of commercial and residential use, after spending several years in Europe where you can just go down a few sets of stairs and get the groceries you need. He concluded that while he does see the parking seems to be a little short for what is needed, he feels like the overall project does fit.

Commissioner Dupaix clarified that as a city they cannot force a developer to incorporate other properties into the project so that would be a conversation that would need to happen with the developer.

Commissioner Martin mentioned that there are going to be many applications, and they have received many applications to fill in the land in this area, and while people hate change and do not like the traffic, he believes in the future a lot of this area is going to become commercial, he reminded them again that tonight is only about the land use and while he hears the concerns about traffic they need to focus more on the issue of land use.

Commissioner Dupaix noted that while he agrees with Commissioner Martin, he does think these discussions are important at the concept level.

Commissioner Anderson agrees that this area is going to become more commercial, but she does like the idea of having residential options included as well, so she would like to see this area become mixed use, where more residents have access to things without having to clog up the streets, because they can just walk.

Commissioner Oldham noted that she agrees with commissioner Dupaix's earlier comments that mixed use is very hard to do well, and she does not think that it is a great use for this space. She concluded that while she can see a multi-family or a general commercial use working, she just does not see mixed use working well here.

Commissioner Christiansen agrees that as an area becomes more commercial the zones change and creep up until a specific street seems to become a natural hard boundary.

Commissioner Anderson wanted to make sure that everyone understands that these changes are dependent on a landowner wanting to make a change to their land, and she doesn't want anyone to be worried that they will be affected until they decide they want to change the use of their land.

Chris Christiansen moved to recommend approval for the proposed Land Use Map Amendment, located at approximately 148 N 100 E, American Fork City, from the Residential High Density land use to the General Commercial land use designation, subject to any conditions found in the staff report.

UNAPPROVED MINUTES

09.03.2025

David Bird seconded the motion.

Voting was as follows:

Chris Christiansen	AYE
Claire Oldham	NAY
Christine Anderson	AYE
Geoff Dupaix	AYE
Rodney Martin	AYE
David Bird	AYE

The motion passed

- b. Public hearing, review, and recommendation on a proposed Code Text Amendment, known as Administrative Site Plan Approvals, of the American Fork City Municipal Code. Amending Section 17.6.101, the Code Text Amendment plans to amend the Site Plan Approval Process.**

Cody Opperman reviewed the background information for Public Hearing Item letter b: The staff has initiated for a Code Text Amendment to amend Section 17.6.101 of the American Fork City Municipal Code. The proposed amendment looks to amend the Site Plan approval process. He explained that this item has been here before, but the City Council made some changes that required this to come back to the planning commission to approve the revisions.

Commissioner Anderson asked if the extension or expiration dates have changed.

Cody Opperman informed that the original site plan approval process had an expiration date of two years, and this will change the expiration date to one year.

Public Hearing Open

UNAPPROVED MINUTES

09.03.2025

No Comments

Public Hearing Closed

Geoff Dupaix moved to recommend approval for the proposed Code Text Amendment, amending Section 17.6.101, titled Administrative Site Plan Review, relating to DRC Site Plan approval for Site Plan amendments and providing an effective date for the ordinance.

Claire Oldham seconded the motion.

Voting was as follows:

Chris Christiansen	AYE
Claire Oldham	AYE
Christine Anderson	AYE
Geoff Dupaix	AYE
Rodney Martin	AYE
David Bird	AYE

The motion passed

Attachment: 09.03.2025 UNAPPROVED PC Meeting Minutes (17.6.101 Site Plan approval Code Text Amendment)

UNAPPROVED MINUTES
09.03.2025

ACTION ITEMS

- a. Review and action on a request for consideration of an extension for a previously approved Commercial Site Plan, known as Surg LLC Office Building, located at approximately 1141 E 50 N, American Fork City. The Commercial Site Plan will be on approximately 0.60 acres and will be in the Professional Office (PO-1) Zone.**

Cody Opperman reviewed the background information for Action Item letter a: Surg LLC Office Building’s current Commercial Site Plan is set to expire on September 26th, 2025, two years from the original approval date. The applicant has requested to come to the Planning Commission to ask for an extension on the proposed site plan approval. The approval authority, at its discretion, may grant up to a 6-month extension for the current Commercial Site Plan.

Commissioner Bird asked why it has been two years since the approval, and they need an extension.

Cody Opperman explained the project ran into some financial restraints partially from tariffs, which caused the applicant to delay the project.

Rodney Martin moved to approve the proposed Commercial Site Plan Extension for Surg LLC Office Building, located at 1141 E 50 N, American Fork City, in the PO-1 zone for a maximum of 6 months.

Chris Christiansen seconded the motion.

Voting was as follows:

Chris Christiansen	AYE
Claire Oldham	AYE

UNAPPROVED MINUTES

09.03.2025

Christine Anderson	AYE
Geoff Dupaix	AYE
Rodney Martin	AYE
David Bird	AYE

The motion passed

- b. Review and action on an application for a Commercial Site Plan, known as RBD Reception Center, located at approximately 241 W Main Street, American Fork City. The Commercial Site Plan will be on approximately 1.86 acres and will be in the Central Commercial (CC-2) Zone.**

Cody Opperman reviewed the background information for Action Item letter b: The applicant has applied for a Commercial Site Plan to develop a Reception Center along Main Street. The commercial site plan that is currently under review and has been approved to move forward with conditions of approval. As the final plat shows two individual lots, owned by the applicant, parking and access associated with the two lots are shared between each other. A shared access and parking agreement has been established between the two lots and each new use that will be associated with the commercial site plan shall be required to have the corresponding parking for their uses.

An outstanding comment relates to a Fire Department requirement. Discussion with the Deputy Fire Marshall outlines that the issue can be addressed with the change to be made by condition, if approved.

Commissioner Dupaix told the applicant that he was glad to see the access changes because this is so close to 300 West and asked about ingress and egress and if they are allowing in and out from both accesses.

Ken Berg explained that both of the accesses are large enough that they can do both.

Ben Hunter added that there was coordination with UDOT on the accesses as well.

UNAPPROVED MINUTES
09.03.2025

David Bird moved to approve the proposed Commercial Site Plan, located at located at approximately 241 W Main Street, American Fork City. The Commercial Site Plan will be on approximately 1.86 acres and will be in the Central Commercial (CC-2) Zone, subject to any conditions found in the staff report.

Geoff Dupaix seconded the motion.

Voting was as follows:

Chris Christiansen	AYE
Claire Oldham	AYE
Christine Anderson	AYE
Geoff Dupaix	AYE
Rodney Martin	AYE
David Bird	AYE

The motion passed

Other Business

Cody Opperman updated the commissioners on the upcoming plans and projects for the city. The commissioners want to change the meeting to 6:30 pm as it is hard for many to arrive by 6:00 pm.

Adjournment

Geoff Dupaix motioned to adjourn the meeting.

Rodney Martin seconded the motion.

Voting was as follows:

UNAPPROVED MINUTES

09.03.2025

Chris Christiansen	AYE
Claire Oldham	AYE
Christine Anderson	AYE
Geoff Dupaix	AYE
Rodney Martin	AYE
David Bird	AYE

The motion passed

Meeting adjourned at 7:27 PM

The order of agenda items may change to accommodate the needs of the commissioners, public and staff.

Attachment: 09.03.2025 UNAPPROVED PC Meeting Minutes (17.6.101 Site Plan approval Code Text Amendment)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 14, 2025**

Department Public Works Director Approval Sam Kelly

AGENDA ITEM Review and action on the award of the contract for the Fiscal Year 2026 Crack Seal Project to Superior Asphalt, LC.

SUMMARY RECOMMENDATION

Staff recommends the City Council award of the FY 2026 Crack Seal project contract to Superior Asphalt, LC (ENG2025-00143).

BACKGROUND

The Engineering Division followed standard procurement policy by issuing an invitation for bids (IFB) through the Utah Public Procurement Place (U3P). Eight companies provided responsive bids on the project. Superior Asphalt, LC was the apparent low bidder based on the bid criteria in the issued IFB for a total value of \$125,000.00, with a unit price of of \$2,084.00 per ton, inclusive of both materials and labor.

The Project includes the following: The Work consists of public notice, sweeping, cleaning and treatment of existing surface, crack seal, protection of valves and manholes, and cleanup.

Substantial completion for this project is April 15, 2026.

BUDGET IMPACT

This project is funded through Roadway Maintenance Funds.

SUGGESTED MOTION

Mr. Mayor, I move that the City award the FY 2026 Crack Seal Project in the amount of \$125,000.00 (\$2,084.00 per ton) to the responsible low bidder, Superior Asphalt, LC and approve the construction contract as presented.

SUPPORTING DOCUMENTS

FY 2026 Crack Seal NOA and NTP (PDF)
 FY 2026 Crack Seal Project Bid Summary (PDF)
 FY 2026 Crack Seal Recommendation letter (PDF)
 FY 2026 SUPERIOR ASPHALT Crack Seal Agreement (PDF)
 (2025.09.08) FY 2026 Crack Seal Contract Documents (PDF)
 FY 2026 Crack Seal agreement Superior signed (PDF)

Section 00630
NOTICE OF AWARD

TO: Superior Asphalt, LC
P.O. Box 450
Magna, UT 84044

DATE: October 14, 2025

PROJECT: FY 2026 Crack Seal Project

PROJECT NUMBER: ST2026001

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated October 2, and Information for Bidders.
2025

You are hereby notified that your BID has been accepted for items in the amount of
\$ 125,000.0 or 2084.00 per TON (Material & Labor)

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and Certificates of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as 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 an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated this 24 day of October, 2025.

CITY OF AMERICAN FORK

By _____ David Bunker, City Administrator

Receipt of the NOTICE OF AWARD is hereby acknowledged by:

_____ this the _____ day of _____, 202_____.

By _____

Title _____

Attachment: FY 2026 Crack Seal NOA and NTP (FY 2026 Crack Seal bid award to Superior Asphalt)

Section 00640

NOTICE TO PROCEED

TO: Superior Asphalt, LC
P.O. Box 450
Magna, UT 84044

DATE: October
24, 2025

PROJECT: FY 2026 Crack Seal Project

PROJECT NUMBER: ST2026001

You are hereby notified to commence WORK in accordance with the Agreement dated on October, and you are to have Substantial Completion by **April 01, 2026**. The date of completion of all WORK is **April 15, 2026**, unless the period for completion is extended by a properly signed and accepted CHANGE ORDER. Performance & Payment Bonds were received.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER. CITY OF AMERICAN FORK

By _____
Ben Hunter
City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

_____ this the _____ day
of _____, 202_____.

Signature _____

Title _____

Attachment: FY 2026 Crack Seal NOA and NTP (FY 2026 Crack Seal bid award to Superior Asphalt)



American Fork City
 FY 2026 Crack Seal Project
 Bid summary

Company	Qty	Unit	Unit Price
Asphalt Preservation (West Haven, UT)	1	TON	\$2,665.00
Bonneville Asphalt Repair (Orem)	1	TON	\$2,400.00
C.R. Contracting (Bend, OR)	1	TON	\$9,800.00
CB Striping DBA CB Asphalt (Plain City, UT)	1	TON	\$2,750.00
Holbrook Asphalt (St. George, UT)	1	TON	\$2,820.00
Kilgore Contracting (Magna, UT)	1	TON	\$2,950.75
Morgan Pavement Maintenance (Clearfield, UT)	1	TON	\$2,800.00
SUPERIOR ASPHALT (Magna, UT)	1	TON	\$2,084.00



American Fork City – Public Works Dept.
275 E 200 N American Fork, UT 84003
Ph: 801-763-3060 Fax: 801-763-3005

RECOMMENDATION LETTER

Date: October 7, 2025

Project Name: FY 2026 Crack Seal Project
Owner: American Fork City
Bidder: Superior Asphalt, LC
PO Box 450
Magna, UT 84044

We reviewed eight bids for the FY2026 Crack Seal Project and recommend awarding the contract to **Superior Asphalt, LC**. Superior submitted the lowest responsive bid of **\$2,084.00 per TON**, which is below the engineer’s estimate range of **\$2,234.00 to \$4,100.00 per TON**. Their submission included the required **insurance and bond**, documentation of **prior similar work**, and all other requested materials. Based on our review, **Superior Asphalt, LC** is qualified and capable of successfully completing the work.

American Fork City

OWNER

By: 

Authorized Signature

City Engineer

Title

Attachment: FY 2026 Crack Seal Recommendation letter (FY 2026 Crack Seal bid award to Superior Asphalt)



CITY OF AMERICAN FORK CONTRACT DOCUMENTS

FY 2026 Crack Seal Project

ST2026001

September 2025

PREPARED BY:

City of American Fork

Engineering Division

275 East 200 North

American Fork, UT 84003

SECTION 00300

BID FORM

BID

1. Proposal of Superior Asphalt, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Utah doing business as * an LLC, to the CITY OF AMERICAN FORK (hereinafter called "OWNER").

2. In compliance with your advertisement for BIDS, BIDDER herein proposes to perform all WORK for the construction of FY 2026 Crack Seal Project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

3. By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies that this BID has been arrived at independently without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

4. BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to substantially complete the PROJECT by April 1, 2026 unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. BIDDER further agrees to pay, as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

5. BIDDER acknowledges receipt of the following ADDENDUM:

None

6. BIDDER agrees to perform all work described in the CONTRACT DOCUMENT for the following unit prices which shall reflect all in-place final costs by the BIDDER to the OWNER:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

Attachment: FY 2026 SUPERIOR ASPHALT Crack Seal Agreement (FY 2026 Crack Seal bid awarded to Superior Asphalt)

00310

BID SCHEDULE

NOTE: All bid submissions must include sales tax and any other applicable taxes, fees, and charges. The total contract amount is \$125,000.0. Bidders must enter values in the Unit Price field (rounded to the nearest \$0.1)

Line Item #	Item Description	Qty	Unit	Unit Price (Material & Labor)
1	Asphalt Sealant/Crack Seal	1	TON	\$ 2084 ⁰⁰

Attachment: FY 2026 SUPERIOR ASPHALT Crack Seal Agreement (FY 2026 Crack Seal bid award to Superior Asphalt)

nearest 0.01 tons. Total quantity based on weight of material used, using certified scales or bills of loading for delivery with adjustments made for delivered material not used or additional material retained within application equipment. Payment shall be made at the contract unit price from Bid Item as stated on the Bid Form.

Respectfully submitted:

Rick Phelps - Superior Asphalt, LLC
Contractor Name

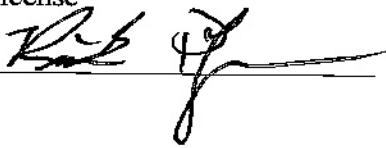
801-414-7333

Telephone Number

3095024-5501
License

PO Box 450

Address


Signature

Magna, CT 84044

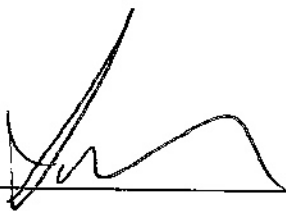
City, State & Zip

Member of LLC
Title

Sept 25, 2025
Date

87-0496013
Federal I.D. Number

(SEAL - if BID is by a corporation)

Attest: 

Attachment: FY 2026 SUPERIOR ASPHALT Crack Seal Agreement (FY 2026 Crack Seal bid awarded to Superior Asphalt)



Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Superior Asphalt, LC
P.O. Box 450
Magna, UT 84044

SURETY:
(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)

American Fork City
51 East Main Street
American Fork, UT 84003

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

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

BOND AMOUNT: Five Percent (5%) of Total Amount Bid

PROJECT:
(Name, location or address and project number, if any)

City of American Fork FY 2026 Crack Seal Project, ST2026001

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

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

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

Signed and sealed this 2nd day of October, 2025

Brian A. Phelps
(Witness)

Jessica Pearson
(Witness)

Superior Asphalt, LC
(Principal) _____ (Seal)

Alan W. Lord
(Title) member of LLC

The Ohio Casualty Insurance Company
(Surety) _____ (Seal)

Alan W. Lord
(Title) Alan W. Lord Attorney-In-Fact



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Attachment: FY 2026 SUPERIOR ASPHALT Crack Seal Agreement (FY 2026 Crack Seal bid award to Superior Asphalt)

POWER OF ATTORNEY

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

Certificate No: **8214443 - 965035**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aian W. Lord, Douglas S. Roskelley, Hilary Baillargeon, Leslie Parke, Michael Murphy, S. Christopher Clark, Sam W. Clark

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of July, 2025.



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

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

State of PENNSYLVANIA
 County of MONTGOMERY ss

On this 17th day of July, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
 Teresa Pastella, Notary Public
 Montgomery County
 My commission expires March 28, 2028
 Commission number 1126044
 Member, Pennsylvania Association of Notaries

By: Teresa Pastella
 Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of October, 2025.



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

Attachment: FY 2026 SUPERIOR ASPHALT Crack Seal Agreement (FY 2026 Crack Seal bid award to Superior Asphalt) please call 610-832-8240 or email HOSUR@libertymutual.com.

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

Section 00400

CONTRACTOR QUALIFICATION FORM

The Bidder shall furnish the following information. Additional sheets shall be attached as required. **Failure to complete Item Nos. 1, 2 and 6, will cause the bid to be non-responsive and may cause the bid to be non-responsive and may cause its rejection.** In any event, no award will be made until all the Bidder's General Information (i.e., items 1 through 6, inclusive) is delivered to the OWNER.

1. CONTACT INFORMATION:

Contractor Name: Superior Asphalt, LLC
 Address: PO Box 450 Magna, UT 84044
 Telephone Number: 801-250-7500 off 801-414-7333 cell

2. LICENSE: A copy of your current Utah State Contractors License must be attached.

3. INSURANCE: Attach a Certificate of Insurance from your insurance company. Minimum amount of insurance under General Liability are as follows:

General Liability: \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If the General Liability Insurance has a general aggregate limit, either the general aggregate limit shall be \$4,000,000.00 or the general aggregate limit shall apply separately to this Agreement/Project, pursuant to a policy endorsement. If the general aggregate limit applies separately to this agreement/project, the general aggregate limit shall be \$3,000,000.00.

Automobile Liability: \$2,000,000.00 combined single limit per accident for bodily injury and property damage.

The Certificate of Insurance must include an additional insured endorsement. Blanket additional insured endorsements are usually acceptable. If not using a blanket additional insured endorsement, the additional insured endorsement must list the following as additional insureds: "THE CITY OF AMERICAN FORK, ITS' ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AND VOLUNTEERS." Certificates without additional insured endorsements will not be accepted.

Workers' Compensation and Employers Liability: Workers' compensation limits s required by Utah State Law and Employer's Liability Limits of \$1,000,000.00 per accident or as required by Section 21 of the General Conditions.

Please NOTE the following is part of the contract: The CITY, its officers, officials, employees and volunteers shall be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the OWNER, its officers, officials, employees or volunteers. The applicant shall hold harmless, indemnify and defend the City of American Fork from any liability claims, losses or damages arising or alleged to arise from the work covered by any permit but not including the sole negligence of the City of American Fork.

4. CONSTRUCTION SUPERINTENDENT: **Attach to this Bid** the experience resume of the person who will be designated chief construction superintendent or on-site construction manager.
5. FINANCIAL STATEMENT: **Attach to this Bid** a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of CONTRACTOR's current financial condition.
6. RECENT PROJECTS: **Attach to this Bid** three projects completed as of recent date involving work of a similar type and complexity:

RECENT PROJECTS & References

1) Project: City of Orem Crack Seal Projects (2022, 2023)
 Contract Price: Approx \$450,000 -
 Reference: Name: Jared Peck
 Address: 56 No. State St, Orem
 Telephone Number: _____

2) Project: City of St. George Crack Seal Project (Comp Feb 2022)
 Contract Price: \$299,000 -
 Reference: Name: Jay Sandberg
 Address: 175 E. 200 No, St. George
 Telephone Number: _____

3) Project: City of Windsor, CO Crack Seal 2022
 Contract Price: \$299,998 -
 Reference: Name: Curtis Templeman
 Address: 301 Walnut St, Windsor, CO.
 Telephone Number: _____

Attachment: FY 2026 SUPERIOR ASPHALT Crack Seal Agreement (FY 2026 Crack Seal bid award to Superior Asphalt)

STATE OF UTAH
DEPARTMENT OF COMMERCE
ACTIVE LICENSE

Superior Asphalt LC
 PO BOX 450
 MAGNA UT 840440450

EFFECTIVE **04/16/2002** EXPIRATION **11/30/2025**

REFERENCE NUMBER(S), CLASSIFICATION(S)	4.6.d
3095024-5501	Contractor With LRF
S260	
DBAs:	None Associated

IMPORTANT LICENSURE REMINDERS:

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

SUPERIOR ASPHALT LC
 PO BOX 450
 MAGNA UT 840440450

Please visit our web site at www.dopl.utah.gov should you have any questions in the future.

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



EFFECTIVE DATE: **04/16/2002**

EXPIRATION DATE: **11/30/2025**

ISSUED TO: **Superior Asphalt LC**
PO BOX 450
MAGNA UT 840440450

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)		
3095024-5501	Contractor With LRF	DBAs: None Associated
S260		

Attachment: FY 2026 SUPERIOR ASPHALT Crack Seal Agreement (FY 2026 Crack Seal bid award to Superior Asphalt)



CITY OF AMERICAN FORK CONTRACT DOCUMENTS

FY 2026 Crack Seal Project

ST2026001

September 2025

PREPARED BY:

City of American Fork

Engineering Division

275 East 200 North

American Fork, UT 84003

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

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Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

**SECTION 00030
ADVERTISEMENT FOR BIDS**

American Fork City
Department of Public Works
275 East 200 North
American Fork, UT 84003

INTRODUCTION: American Fork City Public Works is soliciting bids from qualified contractors to perform FY 2026 Crack Seal Project in the City of American Fork.


DESCRIPTION OF WORK: The WORK includes public notice, sweeping, cleaning and treatment of existing surface, crack seal, protection of valves and manholes, and clean up.


SITE OF WORK: The site of the WORK is shown in the exhibit of this document. NO work in UDOT ROW.

Bids for this project will be received electronically through the Utah Public Procurement Place (U3P)/Euna website until October 02, 2025, at 12:00 p.m. local time. At that time the Bids received will be privately opened and read.

Information and Bidding Documents for the Project can be found at the following designated website: <https://utah.bonfirehub.com/portal/?tab=openOpportunities>.

Prospective bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. Only the designated website will have official notifications and Bidding Documents and will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. Neither Owner nor Engineer will be responsible for Bidding Documents, including Addenda, if any, obtained from sources other than the designated website.

09/08/2025	
Date	Ben Hunter, City Engineer

09/08/2025	
Date	Sam Kelly, Public Works Director

Published at: <https://utah.bonfirehub.com>

PROJECTED SCHEDULE FOR THE RFP PROCESS

The anticipated schedule is as follows. American Fork City reserves the right to modify the following schedule at their discretion. Any change to the Proposal Due Date will be updated on Utah Public Procurement Place U3P, <https://utah.bonfirehub.com/portal/?tab=openOpportunities>

Activity	Date
Final Day to Submit Questions	September 18, 2025 @12:00 pm
Proposal Due Date	October 02, 2025 @ 12:00 pm
Notice of Intent to Award	By October 09, 2025
City Council Acceptance of Award	October 14, 2025
Anticipated Notice to Proceed	By October 24, 2025
Substantial Completion Date	April 1,2026
Completion of All Work	April 15,2026

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

SECTION 00100

INSTRUCTION TO BIDDERS

SUBMISSION OF BIDS: BIDS will be received by the CITY OF AMERICAN FORK, herein called the "OWNER", electronically submitted using U3P/Euna/<https://utah.bonfirehub.com/projects> until October 02, 2025, 2025, and read privately.

Each BID must be submitted electronically on U3P/Euna. If submitted electronically ensure the name of the project is clearly marked on the bid submittal sheets.

All BIDS must be made on the required BID form. All blank space for BID prices must be completed in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required. CONTRACTOR to complete the Contractor Qualification Form.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within/after the actual date of the bid opening.

1. **BONDS:** Each BID must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the BID. This must be submitted electronically if submitting using Euna. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract. Attorney's-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

2. **INTERPRETATIONS:** BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

3. **DISQUALIFICATION OF BIDDERS:** The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK specified therein. A conditional or qualified BID will not be accepted. Award will be made to the lowest responsible BIDDER.

All applicable laws, ordinances, rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

4. **NOTICE OF AWARD:** The successful BIDDER will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date the NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed the successful bidder shall sign the Agreement and return an executed duplicate of the Agreement to the successful BIDDER. Should the OWNER not execute the Agreement within the specified time period, the BIDDER may, by WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

5. **NOTICE TO PROCEED:** The NOTICE TO PROCEED shall be issued following acceptance of the NOTICE OF AWARD, and upon completion of the mandatory preconstruction meeting. The preconstruction meeting will not be scheduled until the PERFORMANCE BOND and PAYMENT BOND are in place. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual Agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period after NOTICE OF AWARD and the preconstruction meeting or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party. The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER. Further, the BIDDER agrees to abide by the Federal requirements for Equal Opportunity if required.

6. **COMPETENCY OF BIDDERS:** The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK. In selecting the lowest responsive, responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the WORK covered by the Bid. To this end, each BID shall be supported by a statement of the Bidder's experience as of recent date on the form entitled "INFORMATION REQUIRED OF BIDDER;" bound herein. No BID for the WORK will be accepted from a CONTRACTOR who does not hold a valid CONTRACTOR's license in the State where the WORK is to be performed (if required by the State) applicable to the type of work bid upon at the time of opening Bid.

7. **TRAFFIC CONTROL:** All traffic control plans shall be approved by the city a week before the work and announce the notice to the public at least 5 days before the work or as directed at the pre-construction meeting.

SECTION 00300

BID FORM

BID

1. Proposal of _____(hereinafter called "BIDDER"), organized and existing under the laws of the State of Utah doing business as * _____, to the CITY OF AMERICAN FORK (hereinafter called "OWNER").

2. In compliance with your advertisement for BIDS, BIDDER herein proposes to perform all WORK for the construction of FY 2026 Crack Seal Project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

3. By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies that this BID has been arrived at independently without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

4. BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to substantially complete the PROJECT by April 1, 2026 unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. BIDDER further agrees to pay, as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

5. BIDDER acknowledges receipt of the following ADDENDUM:

6. BIDDER agrees to perform all work described in the CONTRACT DOCUMENT for the following unit prices which shall reflect all in-place final costs by the BIDDER to the OWNER:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

00310

BID SCHEDULE

NOTE: All bid submissions must include sales tax and any other applicable taxes, fees, and charges. The total contract amount is \$125,000.0. Bidders must enter values in the Unit Price field (rounded to the nearest \$0.1)

Line Item #	Item Description	Qty	Unit	Unit Price (Material & Labor)
1	Asphalt Sealant/Crack Seal	1	TON	

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

00320

MEASUREMENT AND PAYMENT**Bid Items****1. Asphalt Sealant/Crack Seal – TON**

- A. Inclusion (not limited to): All notification, (de)mobilization, coordination, permit/fees, work, work site TRAFFIC CONTROL (conforming to all applicable local, state and federal requirements) and materials incidental to the Pavement Crack Sealing such as sweeping, removing all vegetation and debris from asphalt/concrete cracking, asphalt/concrete interfaces and filling cracks with crack seal, treating of the existing surface, protection of utility covers in streets, and blow/clearing (possible brush edger removal of wide cracks) debris before and after sealing. After sealing, the roadway shall be free and clean from debris.

The work shall be performed on roadways as indicated in the map included in the construction documents. Existing cracks that have previously been sealed and now measure approximately 1/8 inch in width shall receive a “touch-up” sealant application. For any cracks exceeding 2 inches in width, the contractor must consult with the designated city representative for further instructions prior to proceeding.

Crack sealant shall be Maxwell NUVO CS B or an approved equivalent. Prior to application, all cracks must be thoroughly cleaned and free of foreign materials, loose debris, and vegetation to a depth of two inches (2") or to the bottom of the crack, whichever is less.

Cleaning shall be performed using compressed air. The contractor shall supply clean, oil-free compressed air at a minimum rate of 100 cubic feet per minute (CFM) and a pressure of 120 pounds per square inch (PSI), unless otherwise approved by the City representative. During the initial phase of the project, the City representative will provide direction to the applicator regarding appropriate storage of materials on City property. All work shall be performed in accordance with the project specifications.

The payment shall include all costs associated with providing labor, tools, equipment, materials, testing, and other necessary resources to complete the tasks as specified in the Bid Schedule and contract documents, and as directed by the Engineer or City Inspector. This includes, but is not limited to: Cleaning and preparing existing joints and cracks, including removal of all foreign matter from the asphalt surface, Air lancing or physical removal of debris from joints and cracks, Placement of crack sealant to the specified limits and thickness.

- B. Clarifications: Payment also includes all preparatory work and operations, and for all other work and operations which must be performed, or costs incurred, prior to beginning work on various items on the project sites. All equivalent materials shall be approved by the city two weeks prior construction.
- C. Basis for Payment: Based on the actual tons of asphalt sealant placed. calculated to the

nearest 0.01 tons. Total quantity based on weight of material used, using certified scales or bills of loading for delivery with adjustments made for delivered material not used or additional material retained within application equipment. Payment shall be made at the contract unit price from Bid Item as stated on the Bid Form.

Respectfully submitted:

Contractor Name

Telephone Number

License

Address

Signature

City, State & Zip

Title

Date

Federal I.D. Number

(SEAL - if BID is by a corporation)

Attest: _____

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

Section 00350

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as Principal, and as Surety, are hereby held and firmly bound unto the CITY OF AMERICAN FORK as OWNER in the penal sum _____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assign. Signed, this _____ day of _____, 2025. The Condition of the above obligation is such that whereas the Principal has submitted to the CITY OF AMERICAN FORK a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of FY 2026 Crack Seal Project.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed an these presents to be signed by their officers, the day and year first set forth above.

_____(L.S.)

Principal

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

Section 00400

CONTRACTOR QUALIFICATION FORM

The Bidder shall furnish the following information. Additional sheets shall be attached as required. **Failure to complete Item Nos. 1, 2 and 6, will cause the bid to be non-responsive** and may cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all the Bidder's General Information (i.e., items 1 through 6, inclusive) is delivered to the OWNER.

1. CONTACT INFORMATION:

Contractor Name: _____

Address: _____

Telephone Number: _____

2. LICENSE: A copy of your current Utah State Contractors License must be attached.

3. INSURANCE: Attach a Certificate of Insurance from your insurance company.

Minimum amount of insurance under General Liability are as follows:

General Liability: \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If the General Liability Insurance has a general aggregate limit, either the general aggregate limit shall be \$4,000,000.00 or the general aggregate limit shall apply separately to this Agreement/Project, pursuant to a policy endorsement. If the general aggregate limit applies separately to this agreement/project, the general aggregate limit shall be \$3,000,000.00.

Automobile Liability: \$2,000,000.00 combined single limit per accident for bodily injury and property damage.

The Certificate of Insurance must include an additional insured endorsement. Blanket additional insured endorsements are usually acceptable. If not using a blanket additional insured endorsement, the additional insured endorsement must list the following as additional insureds: "THE CITY OF AMERICAN FORK, ITS' ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AND VOLUNTEERS." Certificates without additional insured endorsements will not be accepted.

Workers' Compensation and Employers Liability: Workers' compensation limits s required by Utah State Law and Employer's Liability Limits of \$1,000,000.00 per accident or as required by Section 21 of the General Conditions.

Please NOTE the following is part of the contract: The CITY, its officers, officials, employees and volunteers shall be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the OWNER, its officers, officials, employees or volunteers. The applicant shall hold harmless, indemnify and defend the City of American Fork from any liability claims, losses or damages arising or alleged to arise from the work covered by any permit but not including the sole negligence of the City of American Fork.

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

- 4. CONSTRUCTION SUPERINTENDENT: **Attach to this Bid** the experience resume of the person who will be designated chief construction superintendent or on-site construction manager.
- 5. FINANCIAL STATEMENT: **Attach to this Bid** a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of CONTRACTOR's current financial condition.
- 6. RECENT PROJECTS: **Attach to this Bid** three projects completed as of recent date involving work of a similar type and complexity:

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

RECENT PROJECTS

- 1) Project: _____
Contract Price: _____
Reference: Name: _____
Address: _____
Telephone Number: _____

- 2) Project: _____
Contract Price: _____
Reference: Name: _____
Address: _____
Telephone Number: _____

- 3) Project: _____
Contract Price: _____
Reference: Name: _____
Address: _____
Telephone Number: _____

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

Section 00500
AGREEMENT

THIS AGREEMENT, is executed in duplicate this ____ day of _____, 2025 by and between the CITY OF AMERICAN FORK, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 275 East 200 North, American Fork, Utah 84003 (hereinafter referred to as the "CITY"), and _____, a _____, with its principal offices located at _____, _____ (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS the CITY has set forth specifications and criteria for the construction of project number ST2026001, FY 2026 Crack Seal Project, which shall hereinafter be referred to as the "PROJECT"; and

WHEREAS the CITY has solicited bids for the construction of the PROJECT pursuant to City ordinances and State statutes; and

WHEREAS the CITY has accepted CONTRACTOR's bid to construct the PROJECT in conformance with all CITY requirements.

COVENANTS

NOW, THEREFORE, in consideration of the mutual covenants of the parties as hereinafter set forth, the CITY and the CONTRACTOR mutually agree as follows:

1. **Contract Documents.** The CONTRACTOR agrees to complete the PROJECT as specified in the following documents, which shall hereinafter be collectively referred to as the "CONTRACT DOCUMENTS":

- 00030 Advertisement for Bids
- 00100 Instruction to Bidders
- 00300 Bid Form
- 00310 Bid Schedule
- 00320 Measurement and Payment
- 00350 Bid Bond
- 00400 Contractor Qualification Form
- 00500 Agreement
- 00610 Performance Bond

- 00620 Payment Bond
- 00630 Notice of Award
- 00640 Notice to Proceed
- 00650 Field Order
- 00660 Change Order Form
- 00700 General Conditions

- Utah APWA 2025 and the City of American Fork Supplemental Specifications
- Specifications prepared or issued by the City of American Fork, dated September 2025
- Addenda:
 - No. _____, Dated _____
 - No. _____, Dated _____
 - No. _____, Dated _____
 - No. _____, Dated _____

The CONTRACTOR acknowledges receipt of each of the above CONTRACT DOCUMENTS and each is hereby incorporated in and made an integral part of this Agreement, as if fully set forth herein. Any reference to "the AGREEMENT" or "this AGREEMENT" includes all of the CONTRACT DOCUMENTS. The definitions contained in the GENERAL CONDITIONS shall be used in interpreting this AGREEMENT.

2. **Payment.** The CITY agrees to pay the CONTRACTOR for the proper and timely completion of the PROJECT in accordance with all of the CONTRACT DOCUMENTS. The actual amount paid shall depend on WORK actually performed and shall be based on the unit prices and bid amounts set forth in the BID SCHEDULE. The CONTRACTOR shall not be entitled to any contingency amounts listed in the BID or BID SCHEDULE without a written change order from the CITY.

A. CITY shall pay CONTRACTOR through Automated Clearing House (ACH) payments. CONTRACTOR shall complete the ACH request form furnished by the CITY to authorize payment. Any other method of payment must be approved by the CITY and negotiated before payment is requested.

3. **Liquidated damages.** Time deadlines for the completion of the PROJECT are material terms of this AGREEMENT and the CONTRACTOR agrees to pay liquidated damages of \$1,000.00 to the CITY for each calendar day that the substantial completion date of the PROJECT exceeds the scheduled completion date of the PROJECT. The liquidated damages shall be assessed as provided in Section 15 of the GENERAL CONDITIONS, and may be used to offset the amount that the CITY is required to pay the CONTRACTOR pursuant to this AGREEMENT.

4. **Applicable Laws.** The CONTRACTOR agrees to comply with and be bound by each of the following laws, regulations and guidelines. The CONTRACTOR acknowledges that he is familiar with each of these laws, regulations and guidelines, and that each of them constitutes a material provision of this AGREEMENT. CONTRACTOR's failure to comply with any of the following laws, regulations and guidelines shall be deemed a material breach of this AGREEMENT.

A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, and shall comply with all Federal, State and CITY laws and regulations governing equal opportunity.

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

B. CONTRACTOR shall comply with all provisions of Executive Order No. 14173 of January 21, 2025, as amended, and all applicable rules, regulations, and orders issued by the Secretary of Labor.

C. CONTRACTOR shall comply with the Copeland (Anti Kick-back) Act, which prohibits the CONTRACTOR from inducing any person employed in the PROJECT to give up any part of the compensation to which such person is otherwise entitled.

D. CONTRACTOR shall comply with all applicable Federal, State and CITY clean air and clean water laws or regulations, including the standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Clean Water Act (33 U.S.C. § 1251 et seq.).

E. CONTRACTOR shall comply with all applicable Federal, State and CITY laws and regulations relating to the handling, treatment or disposal of hazardous materials.

5. **Books, Documents and Records.** The CONTRACTOR shall maintain books, records, documents, and other evidence directly pertinent to the PROJECT, in accordance with accepted and appropriate accounting procedures and practices. Further, any duly authorized representatives of the CITY, the State of Utah or the United States Government shall have access to such books, documents and records for the purpose of making audits, examinations, excerpts and transcripts.

6. **Lawful Agreement.** The parties represent that each of them has lawfully entered into this AGREEMENT, having complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their respective operations.

7. **Utah Law.** This AGREEMENT shall be interpreted pursuant to the laws of the State of Utah.

8. **Time of the Essence.** Time shall be of the essence of this AGREEMENT.

9. **Attorney's Fee.** In the event that either party should be required to retain an attorney because of the default or breach of the other party or to pursue any other remedy provided by law, the non-defaulting party shall be entitled to a reasonable attorney's fee.

10. **Interpretation.** The invalidity of any portion of this AGREEMENT shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other genders. Any paragraph or section headings in this AGREEMENT are for convenience only, and do not constitute a part of the provisions hereof.

11. **Amendments.** No oral modifications or amendments to this AGREEMENT shall be effective, but this AGREEMENT may be modified or amended by written agreement.

12. **No Presumption.** Should any provision of this AGREEMENT require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents, prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

13. **Binding Effect.** This AGREEMENT shall be binding upon the heirs, executors, administrators, successors, and assigns of each of the parties hereto.

SIGNED AND ENTERED INTO THIS this this ____ day of _____, 202__.

CITY OF AMERICAN FORK

by David Bunker, City Administrator

ATTEST:

Terilyn Lurker, City Recorder

CONTRACTOR

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__

by _____.

Notary Public (Seal)

My Commission Expires: _____

Residing at: _____

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

Section 00610
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto The City of American Fork, 275 East 200 North, American Fork, Utah, 84003 hereinafter called OWNER, in the penal sum of

(\$ _____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of ____, 2025, a copy of which is hereto attached and made a part hereof for the construction of FY 2026 Crack Seal Project.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreement of said contract during the original term thereof, and any extensions thereof may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. IN WITNESS WHEREOF, this instrument is executed in ____ (Number) counterparts, each one of which shall be deemed an original,

this the _____ day of _____, 202____. ATTEST:

Principal

By

(Principal Secretary) (SEAL)

Witness as to Principal

Surety

Address

Address

ATTEST:

Surety Secretary (SEAL)

Witness as to Surety

By: _____
Attorney-in Fact

Address

Address

NOTE: Date of BOND must not be prior to the date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

Section 00620
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that _____, (Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto The City of American Fork 275 East 200 North, American Fork, UT 84003 hereinafter called OWNER, in the penal sum of

(\$ _____), in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2025 _____, a copy of which is hereto attached and made a part hereof for the construction of FY 2026 Crack Seal Project.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and the corporation furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the specifications accompanying the same shall in any wise affect its

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____(Number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 202_____.

Principal

ATTEST:

Principal Secretary

By _____

Address

Witness as to Principal

Address

Surety ATTEST:

By _____

Attorney-in-Fact

Witness as to Surety Address

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

Section 00630
NOTICE OF AWARD

TO: _____

DATE: _____

PROJECT: FY 2026 Crack Seal Project

PROJECT NUMBER: ST2026001

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

You are hereby notified that your BID has been accepted for items in the amount of

\$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and Certificates of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as 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 an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated this _____ day of _____, 202__.

CITY OF AMERICAN FORK

By _____ David Bunker, City Administrator

Receipt of the NOTICE OF AWARD is hereby acknowledged by:

_____ this the _____ day of _____, 202__.

By _____

Title _____

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

Section 00640
NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: FY 2026 Crack Seal Project

PROJECT NUMBER: ST2026001

You are hereby notified to commence WORK in accordance with the Agreement dated on _____, and you are to have Substantial Completion by **April 01, 2026**. The date of completion of all WORK is **April 15, 2026**, unless the period for completion is extended by a properly signed and accepted CHANGE ORDER. Performance & Payment Bonds were received.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER. CITY OF AMERICAN FORK

By _____
Ben Hunter
City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

_____ this the _____ day
of _____, 202_____.

Signature _____

Title _____

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

Section 00650
FIELD ORDER NO. ____

Issue Date: _____ Effective Date: _____

OWNER:	OWNER's Contract No.:
CONTRACTOR:	CONTRACTOR's Project No.:
ENGINEER:	ENGINEER's Project No.:
Project Name:	Date of Contract:

Issued in accordance with the General Conditions Paragraph 12, CONTRACTOR is directed to proceed promptly with the following change(s):

Description:

Attachments (list documents supporting change):

Estimated Change in Contract Price and Contract Times:

Contract Price \$ _____ (increase/decrease)

Contract Time _____ (increase/decrease)

Recommended for Approval by ENGINEER:	Date
Authorized by OWNER:	Date
Received by CONTRACTOR:	Date
Received by Funding Agency (if applicable):	Date

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

Section 00660
PROJECT CHANGE ORDER FORM

Effective Date: _____ Change Order No.: _____

PO No.:

OWNER:	OWNER's Contract No.:
CONTRACTOR:	CONTRACTOR's Project No.:
ENGINEER:	ENGINEER's Project No.:
Project Name:	Date of Contract:

Changes to be Made to the Contract Documents:

A. ORIGINAL CONTRACT PRICE	
B. TOTAL OF PREVIOUS CHANGE ORDERS	
C. AMOUNT OF THIS CHANGE ORDER	
D. NEW CONTRACT PRICE (ADD A THROUGH C)	

E. CHANGES IN CONTRACT TIME	
F. NEW SUBSTANTIAL COMPLETION DATE	

Signature Required for Approval:

PROJECT MANAGER:	Date
CONTRACTOR:	Date
ENGINEER:	Date
OWNER:	Date
SECRETARY:	Date

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

Section 00700
GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property and Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance and Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Arbitration
31. Taxes
32. Wage Rates
33. Contingency Items

1. DEFINITIONS

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS. DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.
- 1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 BIDDER - Any person, firm or corporation submitting a BID for the WORK.
- 1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing and adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.7 CONTRACT DOCUMENTS - The contract, including Advertisement For Bids, Information For Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.
- 1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 CONTRACTOR - The person, firm or corporation with whom the OWNER has executed the Agreement.
- 1.11 DRAWINGS - The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.12 ENGINEER - The person, firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.14 NOTICE TO AWARD - The written notice of the acceptance of the BID form the OWNER to the successful BIDDER.
- 1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.
- 1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

- 1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.21 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.22 SUBSTANTIAL COMPLETION - That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.
- 1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.
2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS
- 2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.
- 2.3 If other existing rules/standards impose stricter requirements, those stricter rules prevail.
3. SCHEDULES, REPORTS AND RECORDS
- 3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.
- 3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable:
- 3.3 The dates at which special detail drawings will be required; and
- 3.4 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- 3.5 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.
- 3.6 DRAWINGS AND SPECIFICATIONS The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in

accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

3.7 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

3.8 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

4. SHOP DRAWINGS

4.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

4.2 When submitted for the ENGINEER'S review. SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

4.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

5. MATERIALS, SERVICES AND FACILITIES

5.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

5.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

5.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

5.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

5.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

6. INSPECTION AND TESTING

6.1 All materials and equipment used in the construction of the PROJECT shall be subject to

- adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.
- 6.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.
 - 6.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.
 - 6.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval. Inspections, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
 - 6.5 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or stated agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.
 - 6.6 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation of the WORK and replaced at the CONTRACTOR'S expense.
 - 6.7 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.
 - 6.8 The placement of specialized crack sealing materials in or above cracks to prevent the intrusion of incompressible air and water into the crack. The crack receives unique crack configuration preparation.
 - 6.9 Do not use crack repair product that has been over-heated or suffered prolonged heating according to manufacturer's recommendations, ravel, or can be pulled out by hand after placement.
Do not mix different manufacturer's brands or different types of crack repair material.
Do not allow crack repair product temperature at the point of placement to drop below the manufacturer's recommended application temperature during installation.
When loading product into product tank allow material to reach manufacturer's recommended application temperature prior to application.
Rework Defective Work.
 - 6.10 Blow cracks clean. Remove foreign matter, loosened particles, and weeds.
Use a hot air lance when surfaces are wet or when air temperature is less than 40 deg F.
Do not use on saturated pavements or burn the surrounding Pavement. Seal cracks

immediately before cool down.

If a thin overlay is to be applied within six (6) months, remove crack overfill by squeegee.

7. SUBSTITUTIONS

7.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

8. PATENTS

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

9. SURVEYS, PERMITS, REGULATIONS

9.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

9.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

9.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the

conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

10. PROTECTION OF WORK, PROPERTY AND PERSONS

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

11. SUPERVISION BY CONTRACTOR

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

12. CHANGES IN THE WORK

- 12.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for

performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

12.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER of further instruction from the OWNER.

12.3 Revised construction drawings with OWNER's "Approved for Construction" stamp and stamped and sealed by the project ENGINEER shall be required for WORK to proceed as outlined in FIELD ORDERS or CHANGE ORDERS unless stated otherwise in FIELD ORDERS or CHANGE ORDERS.

13. CHANGES IN CONTRACT PRICE

13.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

14. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

14.1 The date of beginning and the time for completion of the WORK are essential conditions of the

14.2 CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

14.3 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

14.4 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

14.5 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

- 14.5.1 To any preference, priority or allocation order duly issued by the OWNER.

14.5.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

14.5.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

15. CORRECTION OF WORK

15.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

15.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

16. SUBSURFACE CONDITIONS

16.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

16.1.1 Subsurface of latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

16.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

16.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

17. SUSPENSION OF WORK, TERMINATION AND DELAY

17.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension for the CONTRACT TIME, or both, directly attributable to any suspension.

17.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment,

or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

- 17.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 17.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.
- 17.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after then (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.
- 17.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment is the CONTRACT PRICE or an extension of the CONTRACT ITEM, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the

OWNER or ENGINEER.

18. PAYMENTS TO CONTRACTOR

- 18.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimated filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. OWNER may hold last payment, or 5% of the total WORK, whichever is greater, to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.
- 18.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 18.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.
- 18.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.
- 18.5 Upon completion and acceptance of the WORK the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by them under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.
- 18.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, labors, workmen, mechanics, materialmen, and furnishers of machinery and part thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all

such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payment made in good faith.

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

19. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

- 19.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BONDS.

20. INSURANCE

- 20.1 Types. CONTRACTOR shall procure and maintain the following types of insurance for the duration of this Agreement. Any subcontractors hired by CONTRACTOR shall also meet these requirements.
- 20.2 Commercial General Liability. Commercial General Liability (CGL) insurance with coverage that is at least as broad as the Insurance Services Office Commercial General Liability coverage (occurrence form).
- 20.3 Business Auto. Business Auto insurance with coverage that is at least as broad as the Insurance Services Office Business Auto Coverage form.
- 20.4 Workers' Compensation and Employer's Liability. Workers' Compensation insurance as required by the State of Utah and Employer's Liability Insurance.
- 20.5 Coverage Limits. CONTRACTOR's required insurance shall have the following minimum coverage limits:
- 20.6 General Commercial Liability (CGL). Commercial general liability (CGL) with coverage of at least
- 20.7 \$2,000,000.00 combined single limit per occurrence for property, bodily injury and personal injury. If the policy contains a general aggregate limit, the general aggregate limit must apply separately to this Agreement or the general aggregate limit shall be \$3,000,000.00.
- 20.8 Business Automobile Liability. Business Automobile Liability insurance with a \$2,000,000.00 combined single limit per accident for bodily injury and property damage. "Any auto" coverage is required.
- 20.9 Worker's Compensation and Employer's Liability. A Worker's Compensation policy that meets the requirements of the State of Utah and \$1,000,000.00 per accident for Employer's Liability.

- 20.10 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, the City may require that:
- 20.11 The insurer reduce or eliminate the deductibles or self-insurance retentions as respects the City, its officers, officials, elected representatives, employees or volunteers; or
- 20.12 The CONTRACTOR shall procure a bond or letter of credit guaranteeing payment of any deductibles or self-insured retentions.
- 20.13 Policy Provisions. The policies shall contain, or be endorsed to contain, the following provisions:
- 20.14 Additional Insured. The City and its officers, officials, elected representatives, employees and volunteers shall be listed as additional insureds under the CGL and Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, CONTRACTOR and their respective officers, officials, elected representatives, employees, or volunteers.
- 20.15 Primary Insurance. The CONTRACTOR's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the City or the CONTRACTOR shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- 20.16 Reporting. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City its officers, officials, elected representatives, employees or volunteers.
- 20.17 Separate Application. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 20.18 Waiver of Subrogation. The insurers shall waive, in writing, all rights of subrogation against the City, its officers, officials, elected representatives, employees and volunteers for losses arising from the CONTRACTOR's actions in performing (or failing to perform) this Agreement.
- 20.19 Cancellation. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail has been given to the City. If insurance lapses, the City shall have the option of:
- 20.20 Purchasing the insurance on behalf of CONTRACTOR and deducting the insurance costs from the amount owed to the CONTRACTOR; or
- 20.21 Terminating this Agreement.
- 20.22 Best's Ratings. Each insurer shall have a Best's rating of A-:VII or better. Insurers must maintain this rating for the entire term of this Agreement.
- 20.23 Certificates of Insurance. CONTRACTOR shall provide the City with certificates of insurance and with original endorsements effecting coverage required. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and approved before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time. CONTRACTOR shall obtain certificates of insurance from its subcontractors and provide copies of such to the City upon the City's request.
- 20.24 Subcontractors. CONTRACTOR shall include any subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 20.25 Insurance Coverage. The City does not represent that the insurance coverage

specified herein (whether in scope or amounts of coverage) is adequate to protect the obligations of CONTRACTOR or its subcontractors, and CONTRACTOR and its subcontractors shall be solely responsible for any deductibles and deficiencies thereof.

21. CONTRACT SECURITY

21.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

22. ASSIGNMENTS

22.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party

23. INDEMNIFICATION

23.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

23.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

23.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

24. SEPARATE CONTRACTS

- 24.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.
- 24.2 The OWNER may perform addition WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.
- 24.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACTOR DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

25. SUBCONTRACTING

- 25.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
- 25.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.
- 25.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 25.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 25.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

26. ENGINEER'S AUTHORITY

- 26.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the

CONTRACT DOCUMENTS.

- 26.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 26.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 26.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

27. LAND AND RIGHTS-OF-WAY

- 27.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 27.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.
- 27.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

28. GUARANTY

- 28.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

29. ARBITRATION

- 29.1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
- 29.2 Notice of the demand for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the ENGINEER. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.
- 29.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule

during any arbitration proceedings, unless otherwise mutually agreed in writing.

30. TAXES

30.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

31. WAGE RATES

31.1 No less than the general prevailing rate of wages per hour for work of a similar character in the locality in which the work is performed shall be paid to all laborers, workmen, apprentices and mechanics employed on the project, unless specifically indicated elsewhere in the specifications.

32. CONTINGENCY ITEM

32.1 This item is included in the contract for the purpose of providing payment for items of work that are not covered under the specific pay items listed in the bid proposal.

32.2 All work done under the contingency item shall be approved by a City of American Fork Project Change Order. All work done by the CONTRACTOR not covered by either a specific pay item of the contract, or by a Project Change Order, such work shall be done at the CONTRACTOR's own risk.

32.3 The contingency item is completely under the control of the project inspector and/or engineer to be used to do items approved by a Project Change Order.

32.4 Overruns and underruns in bid items shall also be reflected in the final amount of money available in the contingency item. There shall be no overrun in the contract bottom line price unless such overrun is approved before hand by city council resolution.

TECHNICAL SPECIFICATIONS

For technical specifications refer to Utah APWA 2025 and the City of American Fork Supplemental Specifications electronically using U3P/Euna, or at American Fork Public Works, 275 East 200 North, American Fork, UT 84003

SPECIAL PROVISIONS

00 73 00SP Supplementary Conditions

11 PROTECTION OF WORK, PROPERTY AND PERSONS NOTIFICATION AND COORDINATION

11.4 DESCRIPTION

The CONTRACTOR shall be responsible for creating and performing all notifications, public relations, and phone call responses. A concerted effort shall be made to insure that all parties impacted by the WORK get early notification and, by doing so, have an avenue of quick response to work out concerns prior to the WORK. Citizens and businesses shall be given the opportunity to help minimize the negative impacts necessary to complete the work.

11.5 PUBLIC RELATIONS

Problems and complaints are to be received by the CONTRACTOR and shall be resolved to the best of their ability using respect and genuine concern. The CONTRACTOR shall work in good faith to address and resolve all complaints. Records of all inquiries and contacts shall be kept by the CONTRACTOR and provided to the Project Manager on a regular basis. Customer service and how the concerns of citizens are to be handled are important evaluation criteria in the Bids. Elaborate on how the CONTRACTOR will staff and support a concerted effort at public relations.

11.6 WARNING BARRICADES

Warning barricades shall be in place 24 hours prior to the start of Work. These barricades shall have a sign, stating NO PARKING with the DATE, securely mounted and facing traffic. Warning barricades shall be erected at each end of the street and at each intersection along the street. These warnings shall not be removed until the crack sealing is cured and the street is fully opened to traffic. Total number of barricades to be stocked shall be listed in the TCP. Signs can be 11" x 17" and made of paper with waterproof ink that is taped to Class II barricades. If the barricades are located in the any part of the traffic lane they shall be lit and adhere to MUTDC requirements for nighttime illumination.

11.7 FLYERS

The CONTRACTOR is responsible to develop a flyer and submit it for the Project Manager's approval at the preconstruction meeting. A standard procedure needs to be agreed to for re-notifying residents, businesses, and officials whenever delays will cause previous information to need to be changed. **The flyers shall be delivered 4 days in advance of sealant application.** The flyers shall provide general information about what, why, and who, while educating the public about the benefits of preventive maintenance. The flyers shall also contain a safety warning, descriptions of the WORK, instructions, the date and duration of restricted access, a contact name and phone number for immediate response to concerns, and a street map of the WORK limits for that day so that citizens to know where they can relocate their vehicles. The flyers shall be distributed to every household, residential unit, and vehicle parked on the road. Each flyer shall have a rubber band stapled to the corner for attachment to door knobs, vehicles and obstructing objects. Adhesive tape should not be used. Notices shall not be left in mail boxes. The CONTRACTOR shall pick up any visible flyers after completion of the WORK on that street.

11.8 ABANDONED VEHICLES/OBJECTS

The CONTRACTOR is responsible to insure all obstructions have been moved prior to the WORK. Obstructions in the street can be anything parked, piled or placed on the asphalt surface that would hinder or endanger the crack seal operation. Visiting the street for preliminary planning and weed abatement are good opportunities to notify households adjacent to the obstructions of the upcoming WORK and the need to move vehicles and objects from the street.

Locations of obstructions not moved after proper notification can be given to the Police Department for processing. A Police Officer will "tag" the vehicle and eventually have it towed away or impounded. Areas obstructed by abandoned objects can be temporarily skipped in lieu of having them immediately towed away or impounded. Areas skipped shall be recorded and a running list provided to the city inspector. All areas skipped shall be properly crack sealed in order for that street to be considered complete.

11.9 CALL LOG

By listing a contact person and phone number on all notices the CONTRACTOR has the opportunity to provide excellent customer service. All contacts via telephone or in person need to be logged. Each entry in the call log shall contain the person's name, address and phone number, the date and time, a brief description of the concern, the course of action needed to resolve the issue and finally if the customer was satisfied. The contents of the call log shall be provided to the Project Engineer on a regular basis. The calls should be reviewed during periodic safety meetings, or "tool box" meetings, so the lay down crew and the City can benefit from the feedback.

11.10 GARBAGE PICK UP

The CONTRACTOR shall coordinate with Waste Management to avoid conflicts in mutual operations. Garbage cans that have been pulled out to the side of the road for pick up may be in the way of crack seal operations. The CONTRACTOR is responsible to move all the cans to an accessible and safe location for pick up and, when garbage pickup is complete, to return the relocated cans to their owner's property. Because of additional WORK, the CONTRACTOR may try to schedule the WORK away from areas having garbage pick-up that day. A territory map of daily garbage pick-up zones is attached; it needs to be verified for possible changes.

11.11 BUS ROUTES

The CONTRACTOR shall coordinate with local schools and UTA to minimize the disruption and danger of the Work near all bus stops. Special care needs to be used around pedestrians that are waiting for or leaving buses. Rerouting of buses, changes in schedules, timing of crack seal WORK shall be resolved by the CONTRACTOR.

11.12 MAIL AND PACKAGE DELIVERIES

Postal workers and freight companies such as UPS and Fed-Ex have been a source of conflict. This conflict can be avoided with proper communications and prompt notifications. The CONTRACTOR shall coordinate and inform delivery agencies of the crack seal WORK and to work with those agencies to minimize the disruption of their operations.

11.13 CITY UTILITY COORDINATION

It is the CONTRACTORS responsibility to coordinate with Fire, City Water, Pressurized Irrigation, Sewer and Storm Drain crews to determine if any scheduled City operation will adversely affect the crack seal WORK. The CONTRACTOR shall modify the crack seal WORK to avoid conflicts. The City's Fire Department flushes large amounts of water from main lines each year. This quantity of water saturates all the cracks in the road in less than 30 minutes and could easily be missed in normal crack seal operations. Wet cracks will prevent the proper application of crack seal and the CONTRACTOR shall relocate operations until the cracks dry out (possibly 2-3 sunny days).

PAYMENT TO CONTRACTOR

General. WORK includes the bid items. Unit bid items will be in effect without further measurement unless changes are ordered in writing by the ENGINEER. Neat line quantities have been provided in the bid schedule as basis for adjustment of payment in the event changes in the work are ordered by the ENGINEER. These quantities given are determined from computations based on the plans and details and no guarantee is given that they will equal the

quantities constructed. If no changes are made in the work, no allowances will be made in the event actual quantities overrun or under run the estimated quantities. Payment for these items shall constitute full compensation for all labor, equipment, tools, and other items necessary and incidental to the completion of the work.

01 11 00SP Summary of Work

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

Section 00 73 00SP
SUPPLEMENTAL CONDITIONS

1. GENERAL

- 1.1 Physical conditions are shown to the best of the ENGINEER’s knowledge on the Construction Drawings. More information can be found on the OWNER’s website: <https://afgis.maps.arcgis.com/home/index.html>.
- 1.2 Bonding and insurance requirements are presented in the Agreement.
- 1.3 Sealing Cracks in Bituminous Paving (APWA Section 32 01 17)

- 2. PRODUCTS Not Used
- 3. EXECUTION Not Used
- 4. PRODUCTS Not Used
- 5. EXECUTION Not Used

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

Section 01 11 00SP SUMMARY OF WORK

1. GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

1.1.1 FY 2026 Crack Seal Project includes public notice, sweeping, cleaning and treatment of existing surface, crack seal, protection of valves and manholes, and clean up on roads within American Fork and as shown on the Construction Drawings.

1.2 WORK BY OTHERS

1.2.1 No other Contractors are present at the project site.

1.3 FUTURE WORK

1.3.1 Not Used

1.4 WORK SEQUENCE

1.4.1 CONTRACTOR to follow proposed schedule from the OWNER.

1.5 CONTRACTOR USE OF PREMISES

1.5.1 Not Used

1.6 OWNER OCCUPANCY

1.6.1 The general public occupies the project site.

1.7 PARTIAL OWNER UTILIZATION

1.7.1 Not Used

1.8 PREORDERED PRODUCTS

1.8.1 Not Used

2. PRODUCTS Not Used

3. EXECUTION Not Used

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

PROJECT EXHIBITS

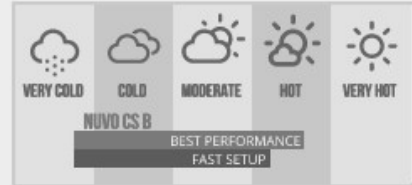
MAXWELL PRODUCTS

NUVO CS B

DATA SHEET

MAXWELL PRODUCTS, INC.
SALT LAKE CITY, UT
800.266.2090

Nuvo CS B is a next generation hot applied, polymer modified crack and joint sealant for use with asphalt and concrete pavements. This sealant applies and sets up best in up to moderate temperatures, and is highly durable in cold to hot climates. With advanced performance provided by intelBond technology, Nuvo CS B is self leveling, fast setting and extremely flexible. Formulated with a medium viscosity for all-round ease of application, it is ideal for highways, county roads, municipal streets, parking lots, airports and pathways. Nuvo CS B delivers high performance at a moderate cost.



SPECIFICATION

TEST METHOD:	RESULT:
CONE PENETRATION : 77°F (25°C), 150G, 5S : ASTM D5329	70 DMM MAX
SOFTENING POINT : ASTM D36	200°F (93°C) MIN
FLEXIBILITY : 1 IN (25MM) MANDREL, 90 DEG BEND, 2S : ASTM D3111	PASS - 15°F (-26°C)
TENSILE ADHESION : 77°F (25°C) : ASTM D5329	500% MIN
DUCTILITY : 77°F (25°C) : ASTM D113	40 CM MIN
FLOW : 140°F (60°C) : ASTM D5329	3 MM MAX
RESILIENCE : 77°F (25°C) : ASTM D5329	40% MIN

APPLICATION INSTRUCTIONS

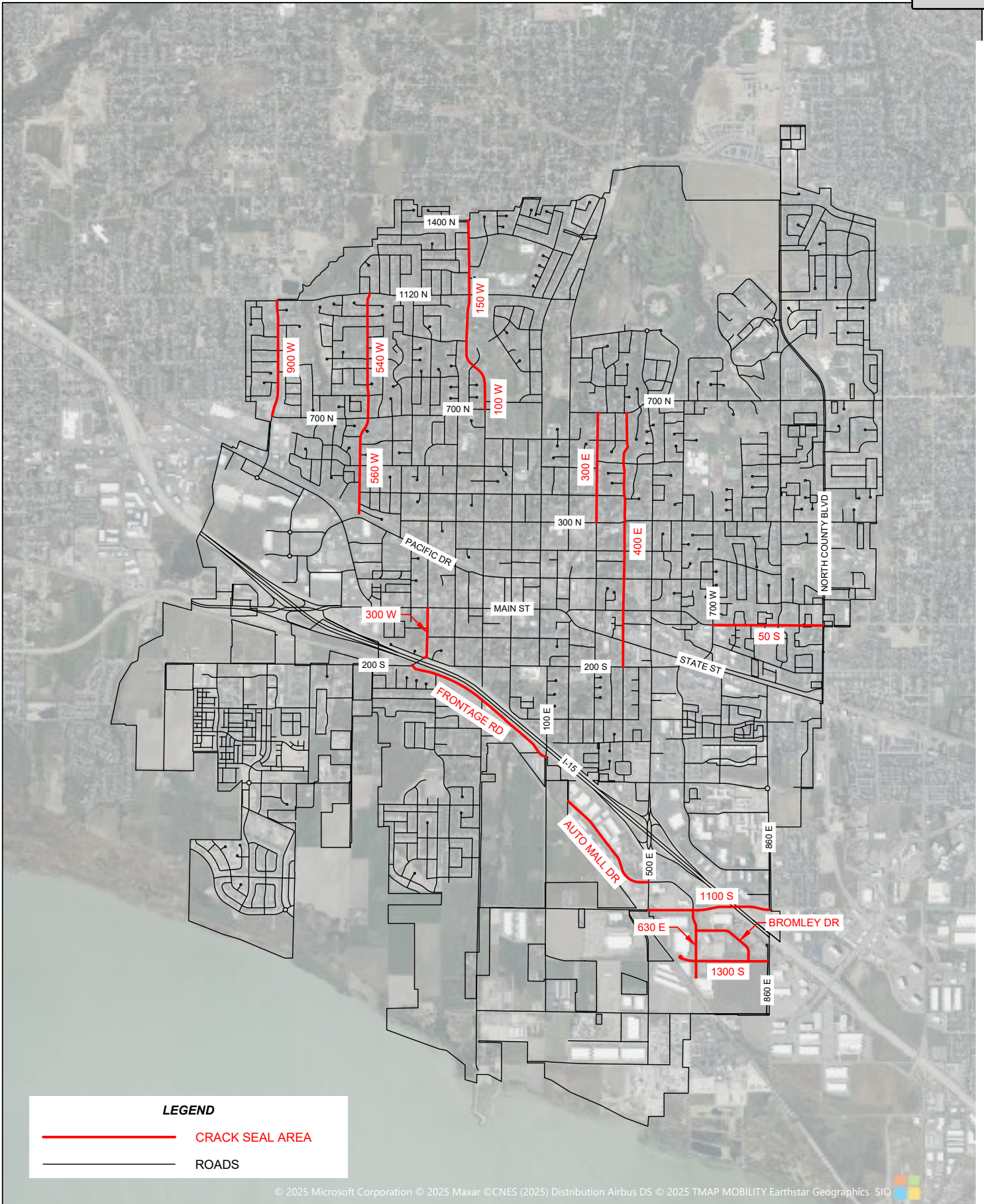
Read and follow application instructions before use. This product must be heated using indirect heating methods, either a double boiler or hot oil circulating kettle. Equipment must have means of maintaining constant agitation to the material.
Maximum safe heating temperature: 400°F (204°C).
Recommended application temperature: 380°F (193°C).

WARRANTY

Maxwell Products, Inc. warrants that our products will be free from defects in material or workmanship and will conform to our published specifications at the time of shipment. Due to the many differing procedures used in preparing and installing materials, and differing surfaces on which our products may be applied, Maxwell Products assumes no liability for the failure of our products due to improper surface preparation, surface composition, installation, equipment failure or operator errors. In the event our products fail to conform to our published specifications at the time of shipment, we will, at our expense and sole option, replace our defective product or give you a full or partial refund of the purchase price from Maxwell Products. Claims must be made within three (3) months of the date of purchase. MAXWELL PRODUCTS HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.


Generated May 30, 2025.
 Please visit <http://maxwellproducts.com> for the current version of this document.

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)



© 2025 Microsoft Corporation © 2025 Maxar ©CNES (2025) Distribution Airbus DS © 2025 TMAP MOBILITY Earthstar Geographics SIO

Attachment: (2025.09.08) FY 2026 Crack Seal Contract Documents (FY 2026 Crack Seal bid award to Superior Asphalt)

DRAWN:	DNF	 AMERICAN FORK FY 2026 CRACK SEAL PROJECT	PUBLIC WORKS	DRAWING TITLE	DRAWING NO.
REVISED:	DNF		275 EAST 200 NORTH AMERICAN FORK, UT 84003	CRACK SEAL OVERVIEW	G-01
DATE:	SEP 2025		PHONE: (801) 763-3060		
SCALE:	NTS		FAX: (801) 763-3005		

Section 00500
AGREEMENT

THIS AGREEMENT, is executed in duplicate this 14 day of October, 2025 by and between the CITY OF AMERICAN FORK, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 275 East 200 North, American Fork, Utah 84003 (hereinafter referred to as the "CITY"), and Superior Asphalt, a LC, with its principal offices located at P.O. Box 450 Magna, UT 84044 (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS the CITY has set forth specifications and criteria for the construction of project number ST2026001, FY 2026 Crack Seal Project, which shall hereinafter be referred to as the "PROJECT"; and

WHEREAS the CITY has solicited bids for the construction of the PROJECT pursuant to City ordinances and State statutes; and

WHEREAS the CITY has accepted CONTRACTOR's bid to construct the PROJECT in conformance with all CITY requirements.

COVENANTS

NOW, THEREFORE, in consideration of the mutual covenants of the parties as hereinafter set forth, the CITY and the CONTRACTOR mutually agree as follows:

1. **Contract Documents.** The CONTRACTOR agrees to complete the PROJECT as specified in the following documents, which shall hereinafter be collectively referred to as the "CONTRACT DOCUMENTS":

- 00030 Advertisement for Bids
- 00100 Instruction to Bidders
- 00300 Bid Form
- 00310 Bid Schedule
- 00320 Measurement and Payment
- 00350 Bid Bond
- 00400 Contractor Qualification Form
- 00500 Agreement
- 00610 Performance Bond

- 00620 Payment Bond
- 00630 Notice of Award
- 00640 Notice to Proceed
- 00650 Field Order
- 00660 Change Order Form
- 00700 General Conditions

- Utah APWA 2025 and the City of American Fork Supplemental Specifications
- Specifications prepared or issued by the City of American Fork, dated September 2025
- Addenda:
 - No. , Dated N/A
 - No. , Dated
 - No. , Dated
 - No. , Dated

The CONTRACTOR acknowledges receipt of each of the above CONTRACT DOCUMENTS and each is hereby incorporated in and made an integral part of this Agreement, as if fully set forth herein. Any reference to "the AGREEMENT" or "this AGREEMENT" includes all of the CONTRACT DOCUMENTS. The definitions contained in the GENERAL CONDITIONS shall be used in interpreting this AGREEMENT.

2. **Payment.** The CITY agrees to pay the CONTRACTOR for the proper and timely completion of the PROJECT in accordance with all of the CONTRACT DOCUMENTS. The actual amount paid shall depend on WORK actually performed and shall be based on the unit prices and bid amounts set forth in the BID SCHEDULE. The CONTRACTOR shall not be entitled to any contingency amounts listed in the BID or BID SCHEDULE without a written change order from the CITY.

A. CITY shall pay CONTRACTOR through Automated Clearing House (ACH) payments. CONTRACTOR shall complete the ACH request form furnished by the CITY to authorize payment. Any other method of payment must be approved by the CITY and negotiated before payment is requested.

3. **Liquidated damages.** Time deadlines for the completion of the PROJECT are material terms of this AGREEMENT and the CONTRACTOR agrees to pay liquidated damages of \$1,000.00 to the CITY for each calendar day that the substantial completion date of the PROJECT exceeds the scheduled completion date of the PROJECT. The liquidated damages shall be assessed as provided in Section 15 of the GENERAL CONDITIONS, and may be used to offset the amount that the CITY is required to pay the CONTRACTOR pursuant to this AGREEMENT.

4. **Applicable Laws.** The CONTRACTOR agrees to comply with and be bound by each of the following laws, regulations and guidelines. The CONTRACTOR acknowledges that he is familiar with each of these laws, regulations and guidelines, and that each of them constitutes a material provision of this AGREEMENT. CONTRACTOR's failure to comply with any of the following laws, regulations and guidelines shall be deemed a material breach of this AGREEMENT.

A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, and shall comply with all Federal, State and CITY laws and regulations governing equal opportunity.

- B. CONTRACTOR shall comply with all provisions of Executive Order No. 14173 of January 21, 2025, as amended, and all applicable rules, regulations, and orders issued by the Secretary of Labor.
- C. CONTRACTOR shall comply with the Copeland (Anti Kick-back) Act, which prohibits the CONTRACTOR from inducing any person employed in the PROJECT to give up any part of the compensation to which such person is otherwise entitled.
- D. CONTRACTOR shall comply with all applicable Federal, State and CITY clean air and clean water laws or regulations, including the standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Clean Water Act (33 U.S.C. § 1251 et seq.).
- E. CONTRACTOR shall comply with all applicable Federal, State and CITY laws and regulations relating to the handling, treatment or disposal of hazardous materials.
5. **Books, Documents and Records.** The CONTRACTOR shall maintain books, records, documents, and other evidence directly pertinent to the PROJECT, in accordance with accepted and appropriate accounting procedures and practices. Further, any duly authorized representatives of the CITY, the State of Utah or the United States Government shall have access to such books, documents and records for the purpose of making audits, examinations, excerpts and transcripts.
6. **Lawful Agreement.** The parties represent that each of them has lawfully entered into this AGREEMENT, having complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their respective operations.
7. **Utah Law.** This AGREEMENT shall be interpreted pursuant to the laws of the State of Utah.
8. **Time of the Essence.** Time shall be of the essence of this AGREEMENT.
9. **Attorney's Fee.** In the event that either party should be required to retain an attorney because of the default or breach of the other party or to pursue any other remedy provided by law, the non-defaulting party shall be entitled to a reasonable attorney's fee.
10. **Interpretation.** The invalidity of any portion of this AGREEMENT shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other genders. Any paragraph or section headings in this AGREEMENT are for convenience only, and do not constitute a part of the provisions hereof.
11. **Amendments.** No oral modifications or amendments to this AGREEMENT shall be effective, but this AGREEMENT may be modified or amended by written agreement.
12. **No Presumption.** Should any provision of this AGREEMENT require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents, prepared the same, it being acknowledged that both parties have participated in the preparation hereof.
13. **Binding Effect.** This AGREEMENT shall be binding upon the heirs, executors, administrators, successors, and assigns of each of the parties hereto.

SIGNED AND ENTERED INTO THIS this this 8 day of October, 2025.

CITY OF AMERICAN FORK

by David Bunker, City Administrator

ATTEST:

Terilyn Lurker, City Recorder

CONTRACTOR Rick Phelps

Superior Asphalt, LF Rick Phelps

STATE OF UTAH)

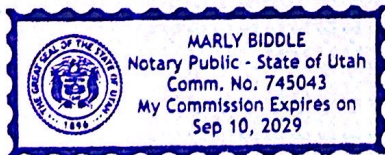
: ss.

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 8 day of October, 2025

by Marly Biddle

Notary Public (Seal) [Signature]



My Commission Expires: Sep 10, 2029

Residing at: South Jordan



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 14, 2025**

Department Public Works Director Approval Sam Kelly

AGENDA ITEM Review and action on the award of the contract for the Fiscal Year 2026 Slurry Seal project to Morgan Pavement Maintenance.

SUMMARY RECOMMENDATION

Staff recommends the City Council award of the FY 2026 Slurry Seal project contract to Morgan Pavement Maintenance (ENG2025-00144).

BACKGROUND

The Engineering Division followed standard procurement policy by issuing an invitation for bids (IFB) through the Utah Public Procurement Place (U3P). Three companies provided responsive bids on the project. Morgan Pavement Maintenance was the apparent low bidder based on the bid criteria in the issued IFB for a total of \$81,620.00.

The Project includes the following: The Work consists of providing public notice, sweeping, cleaning, and treatment of existing surface, slurry seal, protection of valves and manholes, and re-stripe pavement markings for a total of approximately 400,000 square feet of the paved area.

BUDGET IMPACT

This project is funded through Roadway Maintenance Funds.

SUGGESTED MOTION

Mr. Mayor, I move that the City award the FY 2026 Road Overlay Project in the amount of \$81,620.00 to the responsible low bidder, Morgan Pavement Maintenance, and approve the construction contract as presented.

SUPPORTING DOCUMENTS

Morgan Pavement 2026 Slurry Seal Project (PDF)
 FY 2026 Slurry Seal Project bid summary (PDF)
 FY2026 Slurry Notice of Intent to Award (PDF)
 FY2026 Slurry recommendation letter (PDF)



CITY OF AMERICAN FORK CONTRACT DOCUMENTS

FY 2026 Slurry Seal Project

ST2026002

September 2025

PREPARED BY:

City of American Fork

Engineering Division

275 East 200 North

American Fork, UT 84003

SECTION 00300

BID FORM

BID

1. Proposal of Morgan Industries INC ^{DBA Morgan Pavement Maintenance} (hereinafter called "BIDDER"), organized and existing under the laws of the State of Utah doing business as * Corporation, to the CITY OF AMERICAN FORK (hereinafter called "OWNER").

2. In compliance with your advertisement for BIDS, BIDDER herein proposes to perform all WORK for the construction of FY 2026 Slurry Seal Project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

3. By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies that this BID has been arrived at independently without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

4. BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to substantially complete the PROJECT by October 01, 2025 unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. BIDDER further agrees to pay, as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

5. BIDDER acknowledges receipt of the following ADDENDUM:

N/A

6. BIDDER agrees to perform all work described in the CONTRACT DOCUMENT for the following unit prices which shall reflect all in-place final costs by the BIDDER to the OWNER:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

Attachment: Morgan Pavement 2026 Slurry Seal Project (FY 2026 Slurry Seal bid award to Morgan Pavement Maintenance)

00310

BID SCHEDULE

NOTE: BIDS shall include sales tax and all other applicable taxes and fees. A total contract AMOUNT shall be entered for each item and shall be the product of the number under UNIT times the UNIT PRICE unless the units are a lump sum whereby the AMOUNT shall also reflect the lump sum price. AMOUNT column shall be totaled as indicated below.

Line Item #	Item Description	Qty	Unit	Unit Price	Total Price
1	Mobilization	1	LS	2,750.00	2,750.00
2	Traffic Control	1	LS	550.00	550.00
3	Erosion Control & SWPPP	1	LS	200.00	200.00
4	Asphalt Slurry (Type II)	400,000	SF	0.1749	69,960.00
5	Surface Cleaning	400,000	SF	0.0064	2,560.00
6	12" White Pavement Paint Line	400	LF	14.00	5600.00
7					
Contractor Total Bid Price:				\$	81,620.00

Attachment: Morgan Pavement 2026 Slurry Seal Project (FY 2026 Slurry Seal bid award to Morgan Pavement Maintenance)

FY 2026 Slurry Seal Project ST2025003

Respectfully submitted:

Morgan Pavement Maintenance

801-544-5947

Contractor Name

Telephone Number

9798330-5501

625 S Main

License

Address

Clearfield, UT, 84015

Signature

City, State & Zip

10/01/2025

Title.....

Date

20-2494917

Federal I.D. Number

(SEAL - if BID is by a corporation)



Attest:

Attachment: Morgan Pavement 2026 Slurry Seal Project (FY 2026 Slurry Seal bid award to Morgan Pavement Maintenance)

Section 00350

BID BOND

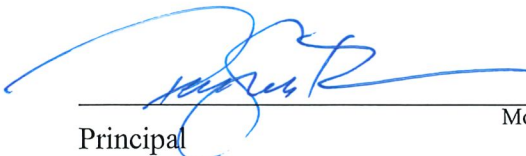
KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Morgan Pavement Maintenance as Principal, and as Surety, are hereby held and firmly bound unto the CITY OF AMERICAN FORK as OWNER in the penal sum United States Fire Insurance Company for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assign. Signed, this 1st day of October, 2025. The Condition of the above obligation is such that whereas the Principal has submitted to the CITY OF AMERICAN FORK a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of FY 2026 Slurry Seal Project.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed an these presents to be signed by their officers, the day and year first set forth above.


 _____ (L.S.)
 Morgan Pavement Maintenance
 Principal

United States Fire Insurance Company

 Surety

By: Keller Jensen



IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Attachment: Morgan Pavement 2026 Slurry Seal Project (FY 2026 Slurry Seal bid award to Morgan Pavement Maintenance)

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

12650

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

Todd Chapman, Keller Jensen

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

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

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

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

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

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

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

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President



State of New Jersey }
County of Morris }

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

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

4/7/2025?

Melissa H. D'Alessio (Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 1 day of October 2025

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President



Attachment: Morgan Pavement 2026 Slurry Seal Project (FY 2026 Slurry Seal bid award to Morgan Pavement Maintenance)

Section 00400

CONTRACTOR QUALIFICATION FORM

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 2 and 6, will cause the bid to be non-responsive and may cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all the Bidder's General Information (i.e., items 1 through 6, inclusive) is delivered to the OWNER.

1. CONTACT INFORMATION:

Contractor Name: Morgan Pavement Maintenance

Address: 625 S Main, Clearfield, UT 84015

Telephone Number: 801-544-5947

2. LICENSE: A copy of your current Utah State Contractors License must be attached.

3. INSURANCE: Attach a Certificate of Insurance from your insurance company.

Minimum amount of insurance under General Liability are as follows:

General Liability: \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If the General Liability Insurance has a general aggregate limit, either the general aggregate limit shall be \$4,000,000.00 or the general aggregate limit shall apply separately to this Agreement/Project, pursuant to a policy endorsement. If the general aggregate limit applies separately to this agreement/project, the general aggregate limit shall be \$3,000,000.00.

Automobile Liability: \$2,000,000.00 combined single limit per accident for bodily injury and property damage.

The Certificate of Insurance must include an additional insured endorsement. Blanket additional insured endorsements are usually acceptable. If not using a blanket additional insured endorsement, the additional insured endorsement must list the following as additional insureds: "THE CITY OF AMERICAN FORK, ITS' ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AND VOLUNTEERS." Certificates without additional insured endorsements will not be accepted.

Workers' Compensation and Employers Liability: Workers' compensation limits s required by Utah State Law and Employer's Liability Limits of \$1,000,000.00 per accident or as required by Section 21 of the General Conditions.

Please NOTE the following is part of the contract: The CITY, its officers, officials, employees and volunteers shall be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the OWNER, its officers, officials, employees or volunteers. The applicant shall hold harmless, indemnify and defend the City of American Fork from any liability claims, losses or damages arising or alleged to arise from the work covered by any permit but not including the sole negligence of the City of American Fork.

Attachment: Morgan Pavement 2026 Slurry Seal Project (FY 2026 Slurry Seal bid award to Morgan Pavement Maintenance)

RECENT PROJECTS

- 1) Project: SEE ATTACHED
Contract Price: _____
Reference: Name: _____
Address: _____
Telephone Number: _____

- 2) Project: _____
Contract Price: _____
Reference: Name: _____
Address: _____
Telephone Number: _____

- 3) Project: _____
Contract Price: _____
Reference: Name: _____
Address: _____
Telephone Number: _____

Attachment: Morgan Pavement 2026 Slurry Seal Project (FY 2026 Slurry Seal bid award to Morgan Pavement Maintenance)



Superintendent on Site experience report

Mario Ramirez – Mario has been employed by Morgan Pavement for 20 years. He has extensive experience with slurry operations, from an operator, driver, mixer and foreman. He has been the Superintendent over the Slurry division for 8 years and has completed many municipal projects, varying in scope from several hundred thousand feet to Many million square feet. This year (2025) he has been the superintendent for Draper City slurry project 4.5 million square feet. Many arterial, and collector roads, intense traffic control requirements, and daily briefings with inspectors. He has the respect of his crews and ability to communicate and make decisions with inspectors on site.


MORGAN PAVEMENT MAINTENANCE, INC.

625 SOUTH MAIN STREET • P. O. BOX 190 • CLEARFIELD, UT 84015 • (801) 544-5947 • FAX (801) 416-8061 • www.morganpavement.com

PAVEMENT PRESERVATION REFERENCES

Slurry Seal References

PROJECT 1:

Project Name: Draper City Pavement Maintenance 2015
 Major Items: Asphalt Patching, Concrete Work, Pipe Replacement, Utility Collars, Crack Seal, Mastic Seal, Type II Slurry, Micro-Surfacing, Pavement Marking
 Owner: Draper City
 Engineer: Todd Hammond
 Point of Contact: Todd Hammond, Engineer
 (801) 576-6336
 Contract Amount: \$2,706,083.60
 Completion Date: 10/31/2015

PROJECT 2:

Project Name: Sandy City 2016 Slurry Seal Project
 Major Items: Type II Slurry and Type III Slurry
 Owner: Sandy City
 Engineer: Mike Gladbach
 Point of Contact: Tim Welsch, Engineering Inspector
 (801) 201-2047
 Contract Amount: \$740,259.00
 Completion Date: 6/5/2016

PROJECT 3:

SANDY CITY PUBLIC WORKS
 8775 S. 700 W.
 Sandy, UT 84070
 (801) 568-2990
 2017 Slurry Seal Project
 Dave Marble, Engineering Inspector
 (801) 201-2048
 Bid Amount: \$704,564.26
 Invoice Amount: \$737,821.49
 Start Date: 5/15/2017
 Completion Date: 7/7/2017 (Complete on time)
 Major Items: Type II Slurry, Type III Slurry, Striping

PROJECT 4:

SANDY CITY PUBLIC WORKS
 8775 S. 700 W.
 Sandy, UT 84070
 (801) 568-2990
 2018 Slurry Seal Project
 Dave Marble, Engineering Inspector

(801) 835-1114

Bid Amount: \$773,253.00

Invoice Amount: \$891,057.00

Start Date: 5/15/2018

Completion Date: 7/10/2018 (Complete on time)

Major Items: Type II Slurry, Type III Slurry, Mastic Seal, Striping

PROJECT 5:

LAYTON CITY
 437 Wasatch Dr.
 Layton, UT 84041
 (801) 336-3700
 2018 Slurry Seal Project
 Doug O'Brien, Streets Inspector
 (801) 336-3700
 Bid Amount: \$964,824.05
 Invoice Amount: \$964,824.05
 Start Date: 7/1/2018
 Completion Date: 10/10/2018 (Complete on time)
 Major Items & Quantities: Type II Slurry, Type III Slurry, Patching, Microsurfacing

PROJECT 6:

DRAPER CITY
 1020 E. Pioneer Rd.
 Draper, UT 84020
 (801) 576-6536
 2018 Pavement Maintenance Project
 Todd Hammond, Staff Engineer
 (801) 576-6336
 Bid Amount: \$887,075.11
 Invoice Amount: \$898,307.11
 Start Date: 6/1/2018
 Completion Date: 8/15/2018 (Complete on time)
 Major Items: Concrete, Asphalt Patching, Crack Seal, Type II Slurry, Street Striping, Microsurfacing

PROJECT 7:

MURRAY CITY PUBLIC SERVICES
 4646 S. Riverside Dr.
 Murray, UT 84123
 (801) 270-2431
 2018 Pavement Preservation Project
 Mike Pfeiffer, Asst City Engineer
 (801) 270-2454
 Year Total: \$584,144.46


MORGAN PAVEMENT MAINTENANCE, INC.

625 SOUTH MAIN STREET - P. O. BOX 190 - CLEARFIELD, UT 84015 - (801) 544-5947 - FAX (801) 416-8061 - www.morganpavement.com

PAVEMENT PRESERVATION REFERENCES

Start Date: 4/30/2018

Completion Date: 9/30/2018 (Complete on time)

Major Items: Crack Seal, and Slurry Seal II, Mastic Seal

PROJECT 8:

DRAPER CITY

1020 E. Pioneer Rd.

Draper, UT 84020

(801) 576-6536

2019 Pavement Maintenance Project

Eric Lundell, Staff Engineer

(801) 576-6365

Bid Amount: \$1,922,814.42

Invoice Amount: \$1,756,620.66

Start Date: 8/1/2019

Completion Date: 11/15/2019 (Complete on time)

Major Items: Concrete, Asphalt Patching, Crack Seal, Type II Slurry,

Type III Slurry, Street Striping, Asphalt Overlay

PROJECT 9:

LAYTON CITY

437 Wasatch Dr.

Layton, UT 84041

(801) 336-3700

2019 Slurry Seal Project

Brad Schaff, Engineer

(801) 336-3700

Bid Amount: \$617,400.00

Invoice Amount: \$818,320.00

Start Date: 7/1/2019

Completion Date: 10/15/2019 (Complete on time)

Major Items & Quantities: Type II Slurry, Type III Slurry, Patching,

PROJECT 10:

SANDY CITY PUBLIC WORKS

8775 S. 700 W.

Sandy, UT 84070

(801) 568-2990

2019 Slurry Seal Project

Dave Marble, Engineering Inspector

(801) 835-1114

Bid Amount: \$987,125.00

Invoice Amount: \$940,045.81

Start Date: 4/20/2019

Completion Date: 7/1/2019 (Complete on time)

Major Items: Type II Slurry, Type III Slurry, Mastic Seal

PROJECT 11:

CLEARFIELD CITY PUBLIC WORKS

497 S. Main

Clearfield, UT 84015

(801) 525-4402

2019 Roadway Maintenance Project

Brad Wheeler, Streets Manager

(801) 525-4405

Bid Amount: \$698,961.50

Invoice Amount: \$731,395.39

Start Date: 7/15/2019

Completion Date: 9/15/2019 (Complete on time)

Major Items: Crack Seal, Type II Slurry, Type III Slurry

PROJECT 12:

Eagle Mountain

2545 Pony Express Parkway

Eagle Mountain, UT 84005

(801) 789-6677

2020 Roadway Maintenance Project

Zac Hilton, Streets Manager

Bid Amount: \$415,680.39

Invoice Amount: \$415,680.39

Start Date: 05/18/2020

Completion Date: 06/08/2020 (Complete on time)

Major Items: Type II Slurry,

PROJECT 13:

Herriman City

5355 W Main Street

Herriman, UT 84096

(801) 446-5323

2020 Roadway Maintenance Project

Zac Hilton, Streets Manager

Bid Amount: \$246,780.58

Invoice Amount: \$415,680.39

Start Date: 05/30/2020

Completion Date: 06/15/2020(Complete on time)

Major Items: Type II Slurry,


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PAVEMENT PRESERVATION REFERENCES

PROJECT 14:

LAYTON CITY
 437 Wasatch Dr.
 Layton, UT 84041
 (801) 336-3700
 2019 Slurry Seal Project
 Brad Schaff, Engineer
 (801) 336-3700
 Bid Amount: \$733,489.41
 Invoice Amount: \$733,489.41
 Start Date: 7/1/2020
 Completion Date: 10/15/2020 (Complete on time)
 Major Items & Quantities: Type II Slurry, Type III Slurry, Patching,

PROJECT 15:

SANDY CITY PUBLIC WORKS
 8775 S. 700 W.
 Sandy, UT 84070
 (801) 568-2990
 2019 Slurry Seal Project
 Dave Marble, Engineering Inspector
 (801) 835-1114
 Bid Amount: \$662,146.92
 Invoice Amount: \$662,146.92
 Start Date: 8/20/2020
 Completion Date: 10/1/2020 (Complete on time)
 Major Items: Type II Slurry, Type III Slurry, Mastic Seal

PROJECT 16:

LAYTON CITY
 437 Wasatch Dr.
 Layton, UT 84041
 (801) 336-3700
 2019 Slurry Seal Project
 Brad Schaff, Engineer
 (801) 336-3700
 Bid Amount: \$1,145,000.00
 Invoice Amount: \$918,555.07
 Start Date: 7/1/2021
 Completion Date: 10/15/2021 (Complete on time)
 Major Items & Quantities: Type II Slurry, Type III Slurry, Patching,

PROJECT 17:

DRAPER CITY
 1020 E. Pioneer Rd.
 Draper, UT 84020
 (801) 576-6536
 2021 Pavement Maintenance Project
 Eric Lundell, Staff Engineer
 (801) 576-6365
 Bid Amount: \$939,305.42
 Invoice Amount: \$987,007.42
 Start Date: 8/15/2021
 Completion Date: 11/15/2021 (Complete on time)
 Major Items: Concrete, Asphalt Patching, Crack Seal, Type II Slurry,
 Type III Slurry, Street Striping, Asphalt Overlay

PROJECT 18:

LAYTON CITY
 437 Wasatch Dr.
 Layton, UT 84041
 (801) 336-3700
 2019 Slurry Seal Project
 Brad Schaff, Engineer
 (801) 336-3700
 Bid Amount: \$1,145,000.00
 Invoice Amount: \$918,555.07
 Start Date: 7/1/2021
 Completion Date: 10/15/2021 (Complete on time)
 Major Items & Quantities: Type II Slurry, Type III Slurry, Patching,


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PAVEMENT PRESERVATION REFERENCES

PROJECT 19:

SANDY CITY PUBLIC WORKS
 8775 S. 700 W.
 Sandy, UT 84070
 (801) 568-2990
 2022 Slurry Seal Project
 Dave Marble, Engineering Inspector
 (801) 835-1114
 Bid Amount: \$1,164,000
 Invoice Amount: \$1,182,000
 Start Date: 6/10/2022
 Completion Date: 7/28/2022 (Complete on time)
 Major Items: Type II Slurry, Type III Slurry,

PROJECT 20:

Summit County PUBLIC WORKS
 60 N Main Street
 Coalville UT,
 (435) 336-3250
 2022 Slurry Seal Project
 Spencer Nielson, Engineering Inspector
 (435) 302-6413
 Bid Amount: \$455,126.11
 Invoice Amount: \$455,126.11
 Start Date: 5/20/2022
 Completion Date: 7/15/2022 (Complete on time)
 Major Items: Type II Slurry, Type III Slurry,

PROJECT 21:

CLEARFIELD CITY PUBLIC WORKS
 497 S. Main
 Clearfield, UT 84015
 (801) 525-4402
 2022 Roadway Maintenance Project
 Brad Wheeler, Streets Manager
 (801) 525-4405
 Bid Amount: \$395,198
 Invoice Amount: \$390,500
 Start Date: 8/15/2022
 Completion Date: 10/15/2022 (Complete on time)
 Major Items: Type II Slurry,

PROJECT 22:

LAYTON CITY
 437 Wasatch Dr.
 Layton, UT 84041
 (801) 336-3700
 2023 Slurry Seal Project
 Brad Schaff, Engineer
 (801) 336-3700
 Bid Amount: \$799,252.11
 Invoice Amount: \$806,491.59
 Start Date: 7/5/2023
 Completion Date: 8/15/2023 (Complete on time)
 Major Items & Quantities: Type II Slurry, Type III Slurry, Patching,

PROJECT 23:

DRAPER CITY
 1020 E. Pioneer Rd.
 Draper, UT 84020
 (801) 576-6536
 2023 Pavement Maintenance Project
 Eric Lundell, Staff Engineer
 (801) 576-6365
 Bid Amount: \$1,308,233.42
 Invoice Amount: \$1,308,233.42
 Start Date: 8/1/2023
 Completion Date: 9/28/2023 (Complete on time)
 Major Items: Concrete, Asphalt Patching, Crack Seal, Type II Slurry,
 Type III Slurry, Street Striping, Asphalt Overlay

PROJECT 24:

WASHINGTON CITY
 1305 E Washington Dam Rd
 (435) 656-6317
 Washington City Slurry Project 2023
 Andy Stevens
 (435) 773-8854
 Bid Amount: \$729,361.50
 Invoice Amount: \$743,361
 Start Date: 4/24/2023
 Completion Date 5/26/2023 (complete on time)
 Major items: Type II Slurry


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PAVEMENT PRESERVATION REFERENCES

PROJECT 25:

City Of St George
 175 East 200 North, St George, UT
 (435)627-4050
 St George FY24 Slurry Seal Project
 Jay Sandberg
 (435) 627-4122
 Bid Amount: \$473,475.00
 Invoice Amount: \$492,949.00
 Start Date: 10/05/23
 Completion Date 10/20/2023 (complete on time)
 Major items: Type II Slurry

PROJECT 26:

RTC Road Slurry Seal Project
 501 Mill St, Ely NV
 (775)289-9800
 RTC Road slurry Seal Project PWP# WP-2023-264
 Dave Miller
 (775)289-9800
 Bid Amount: \$317,324.51
 Invoice Amount: \$317,324.51
 Start Date: 10/04/2024
 Completion Date 10/20/2023 (complete on time)
 Major items: Type II Slurry

PROJECT 27:

Saratoga Springs City
 1307 N Commerce Dr
 (801)766-9763
 2024 Saratoga Springs Slurry Project
 Chris Klingel
 (385)335-0237
 Bid Amount: \$484,040.00
 Invoice Amount: \$515,750.57
 Start Date: 7/15/2024
 Completion Date 8/24/2024 (complete on time)
 Major items: Type II Slurry

PROJECT 28:

Tooele City
 90 N Main Street
 (435)843 2100
 2024 Tooele City Slurry
 Paul Hansen
 (801)879 4484
 Bid Amount: \$234,647.34
 Invoice Amount: \$234,647.34
 Start Date: 6/10/2024
 Completion Date 6/21/2024 (complete on time)
 Major items: Type II Slurry

PROJECT 29:

City Of Green River Wyoming
 50 E 2nd North
 (307)872 0500
 2024 Cape Seal Project
 Dustin Romero
 (307)871 3132
 Bid Amount: \$597,115.22
 Invoice Amount: \$597,115.22
 Start Date: 8/25/2024
 Completion Date 8/30/2024 (complete on time)
 Major items: Type II Slurry

PROJECT 28:

Draper City, UT
 1020 Pioneer Road
 (801)576 6500
 2024 Roads Maintenance Project
 Reid Reimschuessell
 (385)529 1075
 Bid Amount: \$1,440,064.71
 Invoice Amount: \$1,506,820.71
 Start Date: 6/25/2024
 Completion 10/15/2024 (complete on time)
 Major items: Type II Slurry, Crack Seal, Patching



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PAVEMENT PRESERVATION REFERENCES

PROJECT 29:

Holladay, UT

4580 S 2300 E, Holladay UT

(801)272-9450

6200 S Micro Project

Jared Bunch

(801)272-9450

Bid Amount: \$99,936.87

Invoice Amount: \$99,936.87

Start Date: 6/14/2024

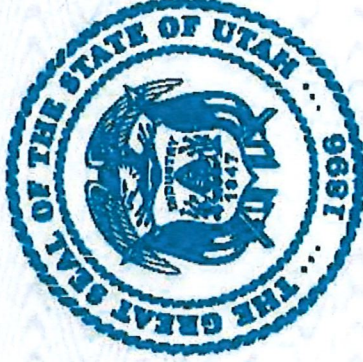
Completion 6/15/2024 (complete on time)

Major items: Type III Microsurfacing

----- END -----

Attachment: Morgan Pavement 2026 Slurry Seal Project (FY 2026 Slurry Seal bid award to Morgan Pavement Maintenance)

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF PROFESSIONAL LICENSING



ACTIVE LICENSE

EFFECTIVE DATE: 12/21/2023

EXPIRATION DATE: 11/30/2025

ISSUED TO:
Morgan Industries Inc
PO BOX 190
Clearfield UT 84089

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

9798330-5501

Contractor With LRF

B100, E100, S260

DBAs: MAIN LINE CONSTRUCTION SERVICES
MORGAN PAVEMENT MAINTENANCE



American Fork City
 FY 2026 Slurry Seal Project
 Bid summary

Company	Total Contract Price
American Pavement Preservation 2026 Slurry Seal	\$97,600
Asphalt Preservation 2026 Slurry Seal	\$90,050
Morgan Pavement 2026 Slurry Seal Project	\$81,620



American Fork City – Public Works Dept.
275 E 200 N American Fork, UT 84003
Ph: 801-763-3060 Fax: 801-763-3005

NOTICE OF INTENT TO AWARD

Date: October 6, 2025

Project Name: FY 2026 Slurry Seal Project
Owner: American Fork City
Bidder: Morgan Pavement Maintenance
625 S Main,
Clearfield, UT 84015

You are hereby notified that the City of American Fork has received your Bid dated October 1, 2025 for the above Contract. Morgan Pavement Maintenance appears to be the Successful Bidder and is expected to be awarded the Construction Contract for the FY 2026 Slurry Seal Project, pending City Council approval. This item is anticipated to be on the City Council agenda for October 14, 2025.

The Contract Price of the awarded Contract is \$81,620.00

This letter does not constitute a promise or guarantee that City Council approval will be obtained.

American Fork City

OWNER
By: Ben [Signature]
Authorized Signature
City Engineer

Title

Attachment: FY2026 Slurry Notice of Intent to Award (FY 2026 Slurry Seal bid award to Morgan Pavement Maintenance)



American Fork City – Public Works Dept.
275 E 200 N American Fork, UT 84003
Ph: 801-763-3060 Fax: 801-763-3005


RECOMMENDATION LETTER

Date: **October 7, 2025**

Project Name: FY 2026 Slurry Seal Project
Owner: American Fork City
Bidder: Morgan Pavement Maintenance
625 S Main,
Clearfield, UT 84015

We have reviewed the three bids for the FY2026 Slurry Seal Project and recommend awarding the contract to Morgan Pavement Maintenance, Inc. Morgan Pavement submitted the lowest responsive bid of **\$81,620.00**, which falls within the engineer’s estimate range of **\$80,000–\$90,000**. Their submission included the required insurance and bond documentation, evidence of prior similar work, and all other requested materials. Based on our review, Morgan Pavement Maintenance, Inc. is qualified and appears capable of successfully completing the work.

American Fork City

OWNER
By: 
Authorized Signature
City Engineer

Title

Attachment: FY2026 Slurry recommendation letter (FY 2026 Slurry Seal bid award to Morgan Pavement Maintenance)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 14, 2025**

Department Public Works Director Approval Sam Kelly

AGENDA ITEM Review and action on the award of the contract for the Caveman Blvd (600 East) 300 North Traffic Signal Project to Infrastructure Power Group, LLC

SUMMARY RECOMMENDATION

Staff recommends the City Council award of the Caveman Blvd (600 East) 300 North Traffic Signal project contract to Infrastructure Power Group, LLC (ENG2022-02496).

BACKGROUND

The City received quotes for this Design project in April of 2024. Infrastructure Power Group, LLC was selected to complete the design and construction. Staff found that it would be approximately 20% less costly to have IPG complete a design-build, rather than doing a traditional procurement with the design and construction being separate procurements.

IPG's estimate to complete this project is \$106,353.25. Staff is requesting to add a 10% contingency for this project, making the total request \$116,988.58

The Project includes the following: Design and construction of the 600 East 300 North Traffic signal to be completed by Infrastructure Power Group, with materials being purchased by the City through UDOT.

BUDGET IMPACT

The funds for this project were previously approved in the FY 2026 Budget.

SUGGESTED MOTION

Mr. Mayor, I move that the City award the Caveman Blvd (600 East) 300 North Traffic Signal project in the amount of \$116,988.58 to Infrastructure Power Group, LLC and approve the construction contract as presented.

SUPPORTING DOCUMENTS

2025.10.06 AF City; 300 N Caveman Blvd Traffic Signal Construction Estimate (REV1) (PDF)
Master Services Agreement for On-Call Engineering Services - Approved 06.24.25 (PDF)



Construction Cost Estimate
 300 N & Caveman Blvd
 American Fork, UT

#	Description	Unit	Unit Price	ESTIMATE		ACTUAL	
				Quantity	Ext. Price	Quantity	Ext. Price
MOBILIZATION							
3	Mobilization for Installation, Upgrade, or Repair - Tooele, Summit, Wasatch, Utah Counties	Lump	\$1,000.00	1.00	\$ 1,000.00		\$0.00
11	Mobilization for Horizontal Drilling	Lump	\$1,250.00	1.00	\$ 1,250.00		\$0.00
Traffic Control							
14	Set Up TC Shoulder Closure	Each	\$250.00	10.00	\$ 2,500.00		\$0.00
19	Maintain TC Single Lane Closure	Each	\$125.00	10.00	\$ 1,250.00		\$0.00
Removal							
26	Remove Concrete Sidewalk	Sq Ft	\$10.00	150.00	\$ 1,500.00		\$0.00
Roadway							
64	Concrete Sidewalk	Sq Ft	\$15.00	150.00	\$ 2,250.00		\$0.00
75	Topsoil	Ton	\$65.00	5.00	\$ 325.00		\$0.00
76	Turf Sod	Sq Ft	\$5.00	100.00	\$ 500.00		\$0.00
78	Irrigation - Sch 40 3/4" PVC Pipe w/ Fittings	Foot	\$5.00	10.00	\$ 50.00		\$0.00
79	Irrigation - Sprinkler Head w/ Riser	Each	\$75.00	3.00	\$ 225.00		\$0.00
Underground							
80	Pothole for Utilities	Each	\$425.00	10.00	\$ 4,250.00		\$0.00
82	Mast Arm Signal Pole Foundation - 3' x 12' - by Vacuum Truck	Each	\$5,000.00	4.00	\$ 20,000.00		\$0.00
92	Traffic Signal/Ped Pole Foundation - 2' x 3'	Each	\$750.00	1.00	\$ 750.00		\$0.00
93	Size 6 Cabinet Foundation - Cast in Place	Each	\$1,750.00	1.00	\$ 1,750.00		\$0.00
96	2" Conduit - PVC	Foot	\$6.35	210.00	\$ 1,333.50		\$0.00
99	3" 90-degree sweep - PVC	Each	\$50.00	2.00	\$ 100.00		\$0.00
100	3" Conduit - SDR11 HDPE	Foot	\$7.00	110.00	\$ 770.00		\$0.00
100	Pole Standoff Bracket	Each	\$100.00	1.00	\$ 100.00		\$0.00
102	Conduit trenched in Native Soil, 24" cover (Excluding conduit cost)	Foot	\$12.50	100.00	\$ 1,250.00		\$0.00
103	Conduit trenched in Native Soil, 36" cover (Excluding conduit cost)	Foot	\$15.50	100.00	\$ 1,550.00		\$0.00
106	1 - 2 conduits bored (Excluding conduit cost)	Foot	\$35.00	100.00	\$ 3,500.00		\$0.00
114	Type C Junction Box	Each	\$3,345.00	1.00	\$ 3,345.00		\$0.00
Wire/Electrical							
118	IMSA 20-1, 4 wire, AWG 14 gage	Foot	\$2.60	750.00	\$ 1,950.00		\$0.00
119	IMSA 20-1, 7 wire, AWG 14 gage	Foot	\$3.15	2,290.00	\$ 7,213.50		\$0.00
120	Cable - State Furnished	Foot	\$0.50	100.00	\$ 50.00		\$0.00
121	Radar Detection Cable - Contractor Furnished	Foot	\$2.95	225.00	\$ 663.75		\$0.00
127	RHH-USE2-RHW2, 10 gage	Foot	\$1.00	825.00	\$ 825.00		\$0.00
129	Bare Copper Ground Wire, No. 6	Foot	\$1.75	950.00	\$ 1,662.50		\$0.00
**	Squids, 3-4 port mechanical compression splice	Each	\$65.00	4.00	\$ 260.00		\$0.00
**	Molded Fuse Holder (break-away type)	Each	\$75.00	8.00	\$ 600.00		\$0.00
**	Fuse, 5 amp (mini)	Each	\$15.00	8.00	\$ 120.00		\$0.00
132	Power Source, Underground Service Pedestal - Contractor Furnished	Each	\$5,250.00	1.00	\$ 5,250.00		\$0.00
ITS							
137	CAT 6 Outdoor-rated Cable - Contractor Furnished	Foot	\$1.25	200.00	\$ 250.00		\$0.00
144	CCTV Camera Cable - Contractor Furnished	Each	\$2.00	100.00	\$ 200.00		\$0.00
145	CCTV Camera & Mount - State Furnished	Each	\$550.00	1.00	\$ 550.00		\$0.00
147	Wireless Radio - State Furnished	Each	\$500.00	2.00	\$ 1,000.00		\$0.00
Signal							
148	Mast Arm Signal Pole (for all arm lengths) - State Furnished	Each	\$475.00	4.00	\$ 1,900.00		\$0.00
150	30 - 55 ft Mast Arm - State Furnished	Each	\$750.00	4.00	\$ 3,000.00		\$0.00
154	5.5', 11' or 15' Traffic Signal/Ped Pole - State Furnished	Each	\$250.00	1.00	\$ 250.00		\$0.00
155	Size 6 Cabinet - State Furnished	Each	\$1,000.00	1.00	\$ 1,000.00		\$0.00
162	Signal Head - State Furnished	Each	\$500.00	10.00	\$ 5,000.00		\$0.00
173	Pedestrian Signal Clamshell Assembly - Contractor Furnished	Each	\$750.00	8.00	\$ 6,000.00		\$0.00
177	Pedestrian Push Button Assembly & Sign - Contractor Furnished	Each	\$750.00	8.00	\$ 6,000.00		\$0.00
180	Pedestrian Push Button Frame Stand-off Bracket - Contractor Furnished	Each	\$200.00	2.00	\$ 400.00		\$0.00
181	Mast Arm Mounted Sign (Medium Channel)	Each	\$60.00	30.00	\$ 1,800.00		\$0.00
184	Mast Arm Mounted Sign Bracket - State Furnished	Each	\$150.00	4.00	\$ 600.00		\$0.00
188	GridSmart Detection Camera - State Furnished	Each	\$500.00	1.00	\$ 500.00		\$0.00
Lighting							
205	20', 30', or 40' Signal Pole Luminaire Extension - State Furnished	Each	\$285.00	2.00	\$ 570.00		\$0.00
206	Single or Dual 10' Arm or 15' Arm, or Vertical Extension for Luminaire - State Furnished	Each	\$200.00	2.00	\$ 400.00		\$0.00
211	LED Luminaire - State Furnished	Each	\$275.00	2.00	\$ 550.00		\$0.00
212	Under Mast Arm Lighting Mounting Bracket Kit - State Furnished	Each	\$245.00	2.00	\$ 490.00		\$0.00
213	Under Mast Arm Lighting LED Luminaire - State Furnished	Each	\$275.00	1.00	\$ 275.00		\$0.00
Pavement Marking/Signing							
223	Remove Sign Less than 20 sq ft	Each	\$175.00	2.00	\$ 350.00		\$0.00
224	Remove Sign Panel	Each	\$150.00		\$ -		\$0.00
Miscellaneous							
226	Troubleshooting/onsite consulting	Hour	\$75.00	6.00	\$ 450.00		\$0.00
**	Programming & Integration	Hour	\$195.00	15.00	\$ 2,925.00		\$0.00
**	Construction Survey	Hour	\$275.00	10.00	\$ 2,750.00		\$0.00
**	Dump Fees	Each	\$4.00	250.00	\$ 1,000.00		\$0.00
ESTIMATE TOTAL					\$ 106,353.25		
						ACTUAL TOTAL	\$0.00

Attachment: 2025.10.06 AF City: 300 N Caveman Blvd Traffic Signal Construction Estimate (REV1) (Caveman Blvd (600 East) 300 North Traffic

MASTER SERVICES AGREEMENT FOR ON-CALL ENGINEERING SERVICES

Engineering Services

This Master Services Agreement (hereinafter referred to as “Agreement”) is entered into this 9 day of October , 20 25 by and between Infrastructure Power Group, with its principal place of business at 1953 E 775 S, Springville, UT 84663 (hereinafter referred to as “Engineer”), and American Fork City, a municipal corporation with its principal place of business at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as “City”) (collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, Engineer is engaged in the business and profession of engineering services;

WHEREAS, City desires to contract with Engineer for certain professional engineering services for multiple projects, each project scope of services and payment of services being separately identified and agreed to in respective Project Task Orders;

WHEREAS, Engineer has the necessary expertise and experience to perform the said engineering services for City and Engineer and is properly qualified and licensed in the State of Utah;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Term; Termination.
 - a. The term of this Agreement shall be two (2) years from the Effective date of this Agreement.
 - b. Notwithstanding anything contrary contained herein, City may terminate this Agreement at any time by giving Engineer thirty (30) day’s written notice in accordance with the notice provisions set forth herein. Upon receipt of such notice, Engineer shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work.
 - c. Engineer may terminate this Agreement at any time with thirty (30) day’s written notice to City in accordance with the notice provisions set forth herein. Upon termination by Engineer, City shall not be obligated to make payment on any Project Task Order not completed, in full, by Engineer.
 - d. Upon termination of this Agreement, Engineer shall provide a final invoice to City, showing all costs incurred but unpaid, and the City shall pay within 30 days such costs, as shown therein unless disputed. Before City pays the final invoice, the

Engineer shall deliver all files reports, and other materials concerning services provided, maintained or controlled by Engineer, subject to all applicable federal and state law.

2. Scope of Services. The scope of services pursuant to this Agreement shall be limited to professional and technical engineering services. Specific services shall be as set forth in the Project Task Orders.
3. Project Task Order. City may issue to Engineer a Project Task Order in the form attached to this Agreement as Exhibit "A." Subject to the terms of this Agreement and the terms of the Project Task Order, Engineer shall render to City the requested professional and technical engineering services set forth in the Project Task Order. In conjunction therewith, City shall provide to Engineer all necessary information and documentation for Engineer to perform the services. A Project Task Order shall include the scope of the work requested, a schedule for completion, and the cost of said work. All Project Task Orders shall be signed by both Parties to this Agreement. Multiple Project Task Orders may be entered into by the Parties
4. Compensation. In consideration of the services provided to City by Engineer, City shall pay Engineer for services rendered in accordance with the Project Task Order and the approved fee structure attached hereto as Exhibit "B" (hereinafter referred to as "Fee Schedule"), if applicable. Minimum amount of guarantee under this contract is \$0.00. Maximum dollar amount of task orders available is \$200,000.00 over the term of this Agreement as set forth in Section 1.
5. Invoice; Payment.
 - a. For services rendered hereunder, Engineer shall invoice City monthly for services provided in accordance with the approved Project Task Order and Fee Schedule. Engineer shall submit monthly invoices to City showing the work completed and the amount of compensation due. Engineer shall submit invoices for work done in a timely manner. City shall not be required to pay for work that is invoiced more than 120 days after it was performed.
 - b. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.
 - c. In the event amounts are not paid in full within thirty (30) days of City's receipt of the invoice, City agrees to pay interest at the rate of one and one-half percent (1.5%) per month on any and all unpaid balance of services, costs, and expenses.
 - d. City consents to Engineer's immediate withdrawal and termination of this Agreement should the account become more than thirty (30) days delinquent. Further, in the event of default, Engineer may pursue any and all remedies available at law or in equity.
 - e. In the event an amount is disputed, City shall notify Engineer in writing of its dispute within thirty (30) days. The Parties shall make a good faith effort to resolve the disputed amount. If correspondence does not resolve the dispute, the Parties or their respective representatives shall meet in person on at least one occasion and attempt to resolve the matter prior to pursuing litigation.

6. Relationship of Parties.

Engineer, its agents, and employees shall be an independent contractor performing professional and technical engineering services for the City. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venturers between City and Engineer. As independent contractors, Engineer, its agents, and employees shall not qualify for or receive any employee benefits from the City, including but not limited to, leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

7. Employees and Subcontractors.

Engineer shall be solely responsible for the payment of wages, salary or benefits to any and all employees or contractors retained by Engineer in the performance of the services under this Agreement. Engineer agrees to indemnify, defend and hold harmless City from any and all claims that may arise from the Engineer's relationship to its employees and subcontractors.

8. Standard of Performance; Licenses.

Engineer agrees and represents that it has the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Engineer shall perform the work described herein in accordance with the standard of care required for the performance of engineering services. Further, Engineer shall maintain all required licenses, including without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Engineer shall require and ensure that all of Engineer's employees and subcontractors maintain all required licenses, including without limitation, all necessary professional and business licenses.

9. Professional Liability Insurance.

Engineer shall maintain professional liability insurance, at its own expense, to protect City from any negligent acts, errors, or omissions on the part of Engineer. Notwithstanding the existence of professional liability insurance, the total aggregate of Engineer's liability to all parties related to this Agreement shall not exceed two million dollars (\$2,000,000).

10. Other Insurance.

Without limiting any indemnity or other obligations of Engineer hereunder, Engineer shall, prior to providing Engineering Services, secure and continuously thereafter (throughout the term of this Agreement) carry with insurers the following insurance coverage in policies which include provisions or endorsements naming City as an

additional insured (as indicated below) and shall furnish proof thereof satisfactory to City promptly when requested:

- Worker's Compensation Insurance and Employer's liability Statutory amount
- General Liability \$1,000,000/\$2,000,000 (City listed as additional insured)
- Automobile Liability \$1,000,000 Umbrella Liability \$1,000,000 (City listed as additional insured)

11. Indemnification.

Engineer specifically and expressly agrees to indemnify, and save and hold harmless the City (including, without limitation, its elected and appointed officers, employees, successors, and assigns) from and against any and all demands, liabilities, claims, damages, actions, attorney fees or other cost incurred by the City and/or proceedings in law or equity (including reasonable attorneys' fees and costs of suit), to the extent caused by or resulting from any negligence, gross negligence, intentional misconduct, or under any other actionable fault of Engineer (including, without limitation, its employees, agents, subcontractors, or consultants) in the performance or failure of performance of the Engineering Services provided, or to be provided, hereunder. Nothing herein shall, however, require Engineer to indemnify, and/or save or hold harmless City or its elected or appointed officers, employees, successors, or assigns with respect to (a) the negligence, intentional misconduct, or other actionable fault of City or its elected or appointed officers, employees, successors, or assigns, or of the agents or consultants of City other than Engineer; or (b) any demand, liability, claim, damage, action, and/or proceeding not related to the Engineering Services provided, or to be provided, by Engineer hereunder.

12. Time is of the Essence; Liquidated Damages.

City and Engineer agree that time is of the essences and that, in the case of Engineer's failure to complete the Project Task Order within the time specified and agreed upon, City will be damaged thereby; and because it is difficult to definitely ascertain and prove the amount of such damages, it is hereby agreed that the amount of such damages shall be the liquidated sum of One Hundred Dollars (\$100.00) per calendar day for each day's delay in completing the Project Task Order in excess of the number of working days prescribed; and Engineer hereby agrees that said sum shall be deducted from amounts due the Engineer under the Agreement or, if no amount is due, Engineer hereby agrees to pay to City as liquidated damages such total sum as shall be due for such delay, computed as aforesaid.

13. Notice.

All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service or mailed by registered or certified national mail service, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Agreement that are

addressed as provided in this Section. If delivered personally or by nationally recognized courier service, notice will be deemed given upon delivery. If delivered by mail in the manner described above, notice will be deemed given on the date received by the recipient as reflected in the return receipt. All notices shall be directed to the Parties hereto as follows:

CITY:

American Fork City
Attn: City Administrator
51 East Main Street
American Fork, Utah 84003
Phone: (801) 763-3000

With a copy to (which shall not constitute notice):

American Fork City Public Works
Attn: Public Works Director
275 East 200 North
American Fork, Utah 84003
Phone: (801) 763-3060

ENGINEER:

14. Ownership.

All work, work product and deliverables produced under this Agreement shall remain the exclusive property and shall inure to the benefit of City as work for hire. Engineer shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, Engineer may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of City.

15. Waiver.

Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of any other covenant, agreement, term, or condition. Any party, by notice delivered in the manner provided in this Agreement, may, but shall be under no obligation to waive any of its rights and any conditions to its obligation hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term, and condition shall continue in full force with respect to any other then existing or subsequently occurring breach. To be effective a waiver must be signed by both Parties hereto.

16. Compliance with Laws and Policies.

In the performance of their obligations hereunder, the Parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures. Both Parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

17. Rights and Remedies.

The rights and remedies of any of the Parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provisions hereof, it being the intention of this Paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as to law or otherwise.

18. Entire Agreement.

This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties on the subject matter covered herein and this Agreement supersedes any and all prior agreements between the Parties related to the services. The Parties represent and acknowledge that they have not relied on any statements or promises of any kind other than those specifically set forth in this Agreement.

19. Amendments.

This Agreement may only be amended in writing signed by each of the Parties hereto. If, as the result of legislative action or rule-making, any of the provisions of this Agreement becomes inconsistent with Utah law, the Parties will promptly meet to negotiate in good faith such amendments as may be necessary to comply with Utah law.

20. Force Majeure.

Neither City nor Engineer shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

21. Section Headings.

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

22. Severability.

In any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable to any extent, the remainder of this Agreement shall not be impaired and shall be enforced to the fullest extent permitted by law.

23. Counterparts.

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one instrument.

24. Choice of Law.

The interpretation of this Agreement and any claim or controversy arising out of or related to this Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the courts of Utah County, State of Utah. Each of the Parties irrevocably submits to the exclusive jurisdiction of such courts in any proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court

25. Confidentiality and Data Privacy.

Any confidential information provided to or developed by the Consultant in the performance of this Agreement shall be kept confidential and shall not be revealed or

made available to any person by the Consultant without the prior written approval of the City. This provision shall survive any termination of this Agreement. Engineer agrees to abide by and comply with any applicable federal, state or local laws, rules, regulations of policies requiring data security and privacy.

Engineer also understands and agrees City is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”), and City cannot guarantee that any information or any document or record provided to City by Engineer will not be subject to disclosure unless it is properly classified as a “protected record” under GRAMA based upon a written claim of business confidentiality under Utah Code Ann. §§ 63G-2-305 and -309 and other provisions of GRAMA. For any record provided by Engineer to City to be classified as a “protected record”, Engineer must provide a written claim of business confidentiality and a concise statement of reasons and justifications supporting the claim of business confidentiality with the record when it is first submitted by Engineer to City and, if not so provided, any claim to protected record status may be deemed to have been waived and relinquished by Engineer.

26. Assignment.

This Agreement may not be assigned by either party without the written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the Parties to this Agreement.

27. Attorney Fees; Costs.

In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

28. Authority.

The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or government entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or government entity and that this Agreement is binding upon the entity in accordance with its terms.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

City Administrator

By:

Its:

Date: _____

Date: _____

Attest:

Recorder

Approved as to form:

Approved as to content:

City Attorney

City Engineer

Attachment: Master Services Agreement for On-Call Engineering Services - Approved 06.24.25 (Caveman Blvd (600 East) 300 North Traffic

EXHIBIT A
Project Task Order No. _____

On this _____ day of _____, 20____, American Fork City (hereinafter referred to as “City”) hereby requests Infrastructure Power Group (hereinafter referred to as “Engineer”) to perform the civil engineering services requested herein under the terms of the existing Master Services Agreement dated _____, 20__.

Scope of Services Requested: _____

Required Documentation from Engineer: _____

Schedule:

Deadlines for this Project Task Order shall be as follows:

- _____
- _____
- _____
- _____

Attachment: Master Services Agreement for On-Call Engineering Services - Approved 06.24.25 (Caveman Blvd (600 East) 300 North Traffic

Compensation:

Costs and fees associated with this Project Task Order shall be as follows (check one):

- Lump sum of \$_____ (including costs);
- Hourly rate and costs as set forth in the Fee Schedule, Exhibit B of the Master Services Agreement, not to exceed \$_____ without written consent; or
- Hourly rate and costs as set forth in the Fee Schedule, Exhibit B of the Master Services Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

City Engineer

By: _____

Its:

Date: _____

Date: _____

Template for Exhibit B