



**AGENDA FOR THE WORK / STUDY MEETING
OF THE CITY COUNCIL
OF THE CITY OF SPRINGVILLE, UTAH
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET
SEPTEMBER 3, 2013 – 5:15 P.M.**

MAYOR AND COUNCIL DINNER – 4:45 P.M.

The Mayor and Council will meet in the Council Work Room for informal discussion and dinner. No action will be taken on any items.

CALL TO ORDER- 5:15 P.M.

COUNCIL BUSINESS

- 1) Minutes
- 2) Calendar
 - September 10 – Work/Study Meeting 5:15 p.m.
 - September 11-13 – ULCT Annual Conference, Salt Lake City
 - September 17 - Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
 - September 19 - 21 – Heritage Festival
 - October 1 - Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
 - October 3 – Annual Employee Golf Tournament
 - October 8 - Work/Study Meeting 5:15 p.m.
 - October 15 - Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- 3) Discussion on this evening's Regular Meeting agenda items
 - a) Invocation – Cl. Creer
 - b) Pledge of Allegiance – Cl. Jolley
 - c) Consent Agenda
 2. Approval of all City purchase orders properly signed (Springville City Code §2-10-110(5))
 3. Approval of the appointments of Clair Anderson, Dan Bott, Craig Conover, Elizabeth Elder, Kevin Jennings, Shirlene Jordan, Kristian Kallaker, Ruth Morrison, Rick Salisbury, Alan Shurtliff, and Mike Snelson to the Economic Development Advisory Committee – Mayor Clyde
 4. Approval of a grant agreement with the Federal Aviation Administration for Phase II of the Spanish Fork/Springville Airport Runway Rehabilitation and

This meeting was noticed in compliance with Utah Code 52-4-202 on August 30, 2013. Agendas and minutes are accessible through the Springville City website at www.springville.org/agendasminutes. Council Meeting agendas are available through the Utah Public Meeting Notice website at <http://www.utah.gov/pmn/index.html>. Email subscriptions to Utah Public Meeting Notices are available through their website.

In compliance with the Americans with Disabilities Act, the City will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Recorder at (801) 489-2700 at least three business days prior to the meeting.

THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE

Extension Project in the amount of \$2,390,000 or 90.94% of the project – Cris Child, Airport Manager

5. Approval of a grant agreement with the Utah Department of Transportation, Aeronautical Operations Division for Phase II of the Spanish Fork/Springville Airport Runway Rehabilitation and Extension Project in the amount of \$119,053 or 4.53% of the project – Cris Child, Airport Manager
 6. Approval of Task Order H in the amount of \$124,000 to Armstrong Consultants to perform the bidding and construction management for the for Phase II of the Spanish Fork/Springville Airport Runway Rehabilitation and Extension Project – Cris Child, Airport Manager
 7. Approval of a bid award and contract for Independent Quality Assurance Testing of the Phase II Runway Extension Project to the lowest responsible bidder, CMT Engineering Laboratories, in the amount of \$14,175.00 – Cris Child, Airport Manager
 8. Approval of a bid award and contract for the construction of the Phase II Runway Extension Project to the lowest responsible bidder, Goran LLC, in the amount of \$2,103,098.37 – Cris Child, Airport Manager
 9. Approval of a lease agreement between Springville City and Eric Nord for City property located immediately north of the Nord property located at 1496 North Spring Mountain Drive - John Penrod, Assistant City Administrator/City Attorney
- 4) **DISCUSSIONS/PRESENTATIONS**
- a) Senior Citizens - Charles Keeler, Recreation Director, Verna Jo Hollingshead and Tori Eaton, Senior Citizens Program Supervisors
 - b) Discussion regarding Senate Bill 180 and its implications for Springville City – Leon Fredrickson, Power Director
 - c) Discussion regarding an Ethics Commission – John Penrod, Assistant City Administrator/City Attorney
 - d) Discussion regarding the Goals and Objectives of the Economic Advisory Commission – Troy Fitzgerald, City Administrator
- 5) **MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**
- a) Parks and Recreation Board – Councilmember Chris Creer, representative
 - b) Miss Springville/Mapleton Pageant – Councilmember Chris Creer, representative

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6) CLOSED SESSION – TO BE ANNOUNCED IN MOTION

The Springville City Council may temporarily recess the meeting and convene in a closed session to discuss pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205

ADJOURNMENT

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**AGENDA FOR THE REGULAR MEETING
OF THE CITY COUNCIL
OF THE CITY OF SPRINGVILLE, UTAH
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET
SEPTEMBER 3, 2013 – 7:00 P.M.**

CALL TO ORDER

**INVOCATION AND PLEDGE
APPROVAL OF THE MEETING'S AGENDA
APPROVAL OF THE MINUTES
MAYOR'S COMMENTS**

CEREMONIAL AGENDA

1. Presentation of the Mayor's Recognition Awards – Sara Hansen, Assistant ASAP Coordinator

PUBLIC COMMENT: *Audience members may bring any item not on the agenda to the Mayor and Council's attention. Please complete and submit a "Request to Speak" form. Comments will be limited to two or three minutes, at the discretion of the Mayor. State Law prohibits the Council from acting on items that do not appear on the agenda.*

CONSENT AGENDA*

2. Approval of all City purchase orders properly signed (Springville City Code §2-10-110(5))
3. Approval of the appointments of Clair Anderson, Dan Bott, Craig Conover, Elizabeth Elder, Kevin Jennings, Shirlene Jordan, Kristian Kallaker, Ruth Morrison, Rick Salisbury, Alan Shurtliff, and Mike Snelson to the Economic Development Advisory Committee – Mayor Clyde
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- Venla Gubler, City Recorder

The next regular Council Meeting will be held on September 17, 2013 at 7:00 p.m. in the Civic Center Council Chambers, 110 South Main Street, Springville, unless otherwise noticed. In compliance with the Americans with Disabilities Act, the City will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Recorder at (801) 489-2700 at least three business days prior to the meeting.

*The Consent Agenda consists of items that are administrative actions where no additional discussion is needed. When approved, the recommendations in the staff reports become the action of the Council. The Agenda provides an opportunity for public comment. If after the public comment the Council removes an item from the consent agenda for discussion, the item will keep its agenda number and will be added to the regular agenda for discussion, unless placed otherwise by the Council.

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REGULAR AGENDA

10. Report by the Youth City Council
11. Consideration of an Ordinance amending Springville Municipal Code Sections 8-4-103 and 8-4-112 which prohibits camping on public or private property without the consent of the owner – Scott Finlayson, Public Safety Director
12. Consideration of a change order for the Springville Phase IB – Infill Lines Project – Jeff Anderson, City Engineer

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

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CLOSED SESSION

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Memo

To: Mayor and City Council
From: Chris Thompson P.E., Public Works Director/City Engineer
Date: August 29, 2013
Re: Airport Runway Expansion Phase II Contracts

Staff Report

The airport is now ready to commence phase II of the expansion of the runway at the airport. This phase will include purchasing right of way on the north side of the future runway, making the improvements required on the county roads and the extension of the runway and taxiway with the first course of pavement. The final paving will be done with phase III of the project.

The following contracts need to be approved by both the Springville and Spanish Fork City Councils:

1. FAA Grant Agreement for \$2,390,000 or 90.94% of the Project
2. State Grant Agreement for \$119,053 or 4.53% of the Project
3. Armstrong Consultants Task Order H for \$124,000 to Perform the Bidding and Construction Management for the Project
4. Bid Award to CMT Engineering Laboratories for \$14,175 to Perform the QA Testing for the Project
5. Bid Award to Goran LLC for \$2,103,098.37 for the Construction of the Project.

Springville and Spanish Fork will be responsible to share equally the balance of \$119,053 or 4.53% of the project. This is budgeted in current and previous budgets. We recommend that the City Councils approve these contracts.

Attached: contracts



GRANT AGREEMENT

Federal Aviation
Administration

Part I - Offer

Date of Offer: August 26, 2013
Airport: Spanish Fork-Springville
Woodhouse Field
Project Number: 3-49-0034-21
Contract Number: DOT-FA13NM-1072
DUNS Number: 073105488

To: Cities of Spanish Fork and Springville, Utah
(herein called the "Sponsor")

From: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

Whereas, the Sponsor has submitted to the FAA a Project Application dated July 13, 2012 for a grant of Federal funds for a project at or associated with Spanish Fork-Springville/Woodhouse Field, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

Whereas, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

Extend Runway 12/30 (Phase I Paving and Phase II Grading and Land Acquisition),

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90.94 per centum thereof.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$2,390,000. For the purpose of any future grant amendments, which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:
 - \$0 for planning
 - \$2,390,000 for airport development and noise program implementation
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before September 16, 2013, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

Special Conditions

9. The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the "Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects," dated April 16, 2013, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
10. It is understood and agreed by and between the parties hereto that notwithstanding the fact that this Grant Offer is made and accepted upon the basis of the current Exhibit "A" Property Map, the Sponsor hereby covenants and agrees that upon completion of the land acquisition in this project, it will update said Exhibit "A" Property Map to standards satisfactory to the Federal Aviation Administration (FAA) and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an eligible administrative cost for participation within the scope of this project.
11. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
12. For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform to the provisions outlined below:

PAVEMENT MAINTENANCE MANAGEMENT PROGRAM

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

- a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:
 - (1) location of all runways, taxiways, and aprons;
 - (2) dimensions;
 - (3) type of pavement, and;
 - (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

- b. **Inspection Schedule.**

(1) **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspections may be extended to three years.

(2) **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

c. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

- (1) inspection date,
- (2) location,
- (3) distress types, and
- (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

d. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

e. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

13. The Sponsor agrees to perform the following:

a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:

- (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
- (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
- (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).
- (4) Qualifications of engineering supervision and construction inspection personnel.
- (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.

(6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

- b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
 - c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
 - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
14. Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
15. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- a. may not be increased for a planning project;
 - b. may be increased by not more than 15 percent for development projects;
 - c. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
16. The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Utah Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
17. The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed. Satisfactorily complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.
18. **TRAFFICKING IN PERSONS:**
- a. **Provisions applicable to a recipient that is a private entity.**
 - 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 49 CFR Part 29.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

- 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
- 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

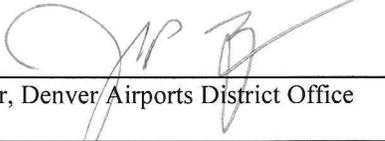
19. The Sponsor shall provide for a Single Audit in accordance with Office of Management and Budget Circular A-133. The Sponsor shall submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/fac/collect/ddeindex.html>. The Sponsor shall also provide one copy of the completed A-133 Audit to the Denver Airports District Office.
20. The Sponsor agrees to submit a **Federal Financial Report** (FAA Form SF-425) for all open grants to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.

The Sponsor further agrees to submit an **Outlay Report and Request for Reimbursement** (FAA Form SF-271 for construction projects) or **Request for Advance or Reimbursement** (FAA Form SF-270 for non-construction projects) to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



Manager, Denver Airports District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct. Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

Executed this _____ day of _____, 2013.

CITY OF SPANISH FORK, UTAH

(SEAL)

Sponsor's Designated Official Representative

Attest: _____ Title: _____

Title: _____

Certificate of Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 2013.

Signature of Sponsor's Attorney

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct. Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

Executed this _____ day of _____, 2013.

CITY OF SPRINGVILLE, UTAH

(SEAL)

Sponsor's Designated Official Representative

Attest: _____ Title: _____

Title: _____

Certificate of Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 2013.

Signature of Sponsor's Attorney

UTAH DEPARTMENT OF TRANSPORTATION

AERONAUTICAL OPERATIONS DIVISION

**PROJECT APPLICATION AND GRANT AGREEMENT
FOR STATE AID FOR DEVELOPMENT OF PUBLIC AIRPORTS**

Part 1 - Project Information

Spanish Fork City and Springville City (hereinafter called the "Sponsor") hereby makes application to the Utah Department of Transportation (hereinafter called the "State") for a grant of state funds pursuant to Title 72, Chapter 10, Aeronautics Act, for the purpose of aiding in financing an improvement project (hereinafter called the "project") for the development of the **Spanish Fork/Springville – Woodhouse Field Airport**, (hereinafter called the "Airport") located in **Spanish Fork City, Utah County**.

It is proposed that the Project consists of the following described airport improvements or development:

Extend Runway 12/30 (Phase I Paving and Phase II Grading and Land Acquisition)

as shown on the attached map accompanied by a detailed engineering cost estimate showing each item in the Project by description, quantity, unit cost, total cost, engineering and contingencies. [The map will show (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed non-aviation areas and of all existing and proposed improvements thereon including the access road; and (4) airport vicinity zoning.] It is understood that the State will approve in writing the project plans and specifications before start of construction.

The estimated total project is \$ **2,628,106**. The requested State share of the project is \$ **119,053** which is **4.53%**.

Other governmental agencies granting money to the project are

FAA

The Project engineer is intended to be _____.
The FAA Project No. is **AIP 03-49-0034-21** (if applicable)

Part II - Representations

The Sponsor hereby represents and certifies as follows:

1. Legal Authority - The Sponsor has the legal power and authority to :
 - (1) do all things necessary in order to undertake and carry out the Project in conformity with applicable statutes;
 - (2) accept, receive, and disburse grants of funds from the State in aid of the Project;
 - (3) carry out all of the provisions of Parts III and IV of this document.
2. Funds - The Sponsor now has \$ **119,053** available for use in defraying its share of the Project.

Part III – Sponsor’s Assurances

In consideration for grant monies made available to the airport, the Sponsor hereby covenants and agrees with the State, as follows:

1. The Sponsor will operate the Airport as such for the use and benefit of the public throughout the useful life of the facilities developed under this Project, but in any event for at least ten (10) years from the date hereof. The furtherance of this covenant, (but without limiting its general applicability and effect) the Sponsor specifically agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes; provided, that the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport; and provided further, that the Sponsor may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary - (a) For safe and efficient use of the Airport; (b) To keep operation activities within acceptable noise levels; To serve the civil aviation needs of the public.

2. The Sponsor covenants and agrees that, unless authorized by the State, it will not either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right at the Airport or at any other Airport now or hereafter owned or controlled by it, to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

3. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:
 - a. That in its operation and the operation of all facilities on the airport, neither it nor any person or organization occupying space of facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

 - b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render to the public any service (including the furnishing or sale of any aeronautical parts, materials, or supplies) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:
 - (1) To furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; Provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

4. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non-aviation products and supplies or any service of a non-aeronautical nature or to obligate the Sponsor to furnish any particular non-aeronautical service at the Airport.

5. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, or the State, and will not permit any activity or uses thereon which would interfere with its use for airport purposes; Provided that nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; and provided further, that nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

6. Insofar as it is within its power and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land. In addition the Sponsor will clear said area or areas of any existing structure or any natural growth that constitutes an obstruction to airspace within the standards established by said Part 77 unless exceptions to or deviations from the aforementioned obligations have been granted to it in writing by the State.

7. The Sponsor will furnish the State with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the State, or may be submitted in such manner as the Sponsor elects as long as the essential data is furnished. The Airport and all Airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments will be made available for inspection and audit by the State, or his duly authorized representative upon reasonable request. The sponsor will furnish to the State a true copy of any such documents.

8. The Sponsor will furnish Utah's Division of Aeronautics on a semi-annual basis a list of all aircraft which have been based at the airport for more than 6 months, out of the last 12 months. The list shall include the aircraft tail numbers with the owner's current name and address.

9. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the State to be eligible to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

10. The Sponsor will keep up to date, by amendment, the attached map of the Airport showing:

- (1) The boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto;
- (2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
- (3) The location of all existing and proposed non-aviation areas and of all existing improvements thereon, including the access road, said attached map, and each amendment, revision, or modification thereof, shall be subject to the approval of the State which approval shall be evidenced by the signature of a duly authorized representative of the State on the face thereof. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities that might adversely affect the safety, utility, or efficiency of the Airport.
- (4) Airport vicinity zoning.

11. Insofar as is within its power and to the extent reasonable, the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

12. The Sponsor will not dispose of, or abandon in any manner, any portion of the Airport shown on the approved map without the written consent of the State.

13. It is understood and agreed that as to the land acquired or to be acquired for future development of the airport, the Sponsor will construct and complete thereon a useful and usable facility consistent with the State Airport System Plan not later than the time of forecasted need; and if the land so acquired or any part thereof, is not used within the forecast period for the purpose for which it was acquired, the Sponsor will refund the State share of acquisition cost or fair market value of the land, whichever is greater, plus the State share of net revenue, at the time of sale or expiration of the period stated in this agreement. It is further understood and agreed that the Sponsor will deposit all net revenues derived from the interim use of the land into a special fund to be used exclusively for approved items of airport development, but in no case may the State share of such funds be used to match State aid funds in future grants. It is still further understood and agreed that the Sponsor will not dispose of the land by sale, lease, or otherwise without the prior consent and approval of the State.

14. The Sponsor will maintain, at its own expense, the following aeronautical use items and activities:

- (1) A standard, mounted windsock for observation of wind direction and velocity from the ground and while airborne together with a standard segmented circle, both in good repair.
- (2) Enforcement of zoning in the vicinity of airports to minimize environmental problems associated with aeronautical uses.
- (3) A current license issued by the State designating the Airport for public use.
- (4) Runway or boundary lights in good repair and on from dusk to dawn of each calendar day.
- (5) The runway, taxiways, and apron in a state of good repair which would include annual crack filling and mowing of vegetation at least 15 feet outside of hard surfaced areas as necessary to maintain a weed height of not more than 12 inches.
- (6) The boundary fence, when in place, in a state of good repair.
- (7) The main runway, associated taxiway and apron to be cleared of snow as soon as practical after a snowstorm and the airport to remain open for use during these months.

15. It is understood that the State will participate in the amount of grant monies herein mentioned

in the engineering estimate or in the herein mentioned per cent share of the actual project cost, whichever is least.

16. In the event the State does not grant monies under this application, the covenants herein mentioned shall not become effective.

17. Sponsor shall have no authorization to bind the State of Utah or the Utah Department of Transportation, or its Aeronautical Operations Division to any agreement, settlement, liability or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

18. Sponsor hereby agrees to indemnify and save harmless the State of Utah, Utah Department of Transportation, and Aeronautical Operations Division, and their officers, agents, and employees from and against any and all loss, damages, injury, and liability, and any claims therefore, including claims for personal injury or death, damages to personal property and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of this agreement or from the use or operation of the airport improvements and facilities being purchased, constructed or otherwise developed under this agreement.

Part IV - Project Agreement and Acceptance

If the Project or any portion thereof is approved by the State, and State aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the plans and specifications for such development, as approved by the State, and the herein assurances with respect to the Project and the Airport.

IN WITNESS WHEREOF, The parties hereto do hereby ratify and adopt all statements, representatives, warranties, covenants, and agreements contained or referenced herein and do hereby cause this document to be executed in accordance with the terms and conditions here of.

Executed for the Sponsor this _____ day of _____, 20_____.

(SEAL)

(Name of Sponsor)

By _____

Title _____

Attest _____
Recorder

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for _____
(herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing document and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Utah, and further that, in my opinion, said Agreement constitutes a legal and bind obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 20 ____.

Title _____

AERONAUTICAL OPERATIONS DIVISION

Director

APPROVED:

UDOT Legal Counsel

Finance

COOPERATIVE AGENCY AGREEMENT

THIS AGREEMENT by and between the Aeronautical Operations Division of the State of Utah, Utah Department of Transportation, hereinafter called the "Division", and **Spanish Fork City and Springville City**, hereinafter called the "Sponsor",

WITNESSETH:

WHEREAS, the Sponsor, with the approval of the Division, intends to apply for Federal Funds in aid of an airport project under title 49, Subtitle VII, Part C of the United States Code, dated February 14, 2012, known as "FAA Modernization and Reform Act of 2012"; and

WHEREAS, under the provisions of Title 72, Chapter 10, Part 3, Federal Airport Funds Act, as amended, the Sponsor appoints the Division its agent for the purpose therein stated,

NOW, THEREFORE, it is agreed by the respective parties: The Sponsor appoints the Division as agent for the Sponsor and the Division agrees to act as agent of the Sponsor for the purpose of accepting, receiving, and receipting for, and disbursing Federal monies and other public monies other than those of the Sponsor made available to finance in whole or in part the planning, construction, and improvement of the and **Spanish Fork/Springville – Woodhouse Field Airport** in connection with airport project No **3-49-0034-21**.

Federal regulations require the Utah Department of Transportation to insure audit coverage of all federal funds passing through the Department to other agencies, the Sponsor agrees to provide the Department with an audit report in conformance with the United States General Accounting Office Standards for Audit of Governmental Organizations, Programs, Activities, and Functions; Guidelines for Financial and Compliance Audits for Federally Assisted Programs; Office of Management and Budget Circular A-133, and compliance supplements approved by the Office of Management and Budget. Audit reports in compliance with the above regulations are required for any fiscal year during which costs covered by this agreement are incurred. The audit reports are to be submitted to

the Utah Department of Transportation, Office of Internal Audit, 4501 South 2700 West, Salt Lake City, Utah 84119-5998, within 180 days (6 months) of the close of the fiscal year.

The Division does hereby acknowledge its approval of the Federal Aid for the improvement of the airport. Upon receipt of federal funds under this agreement, the Division shall deposit said funds with the State Treasurer from which a state warrant will be issued to the sponsor.

The sponsor shall process and submit to the Division for its approval and/or execution all proper documents, including the project application, plan set, specifications, applications for payment and project completion documentation.

This Agreement shall remain in full force and effect until the present project for the airport development under the FAA Modernization and Reform Act of 2012 herein before referred to shall have been either substantially accomplished or abandoned by the Sponsor. It shall not apply to any subsequent or additional projects, nor to any program for development in which the United States does not participate financially.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals.

City

Mayor

(Co-sponsor) Mayor

Attest:

Recorder

(Seal)

State of Utah
Department of Transportation
Aeronautical Operations Division

Director

Attest:

Division of Aeronautics

**TASK ORDER ATTACHMENT H
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN OWNER AND ENGINEER,
DATED _____, 2013**

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on September 24, 2009 between the **CITIES of SPANISH FORK & SPRINGVILLE, UTAH (Owners)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

- 2. **WORK PROGRAM** - Attached
- 3. **FEES** - The fees will be as noted below. (All lump sums)

**Project – Runway 12/30 Shift & Extend (6,500' x 100')
Construction - Phase II
(Base Course, Paving, Roads, Lighting, and Signage)**

Bidding	\$12,000.00
Phase 4	\$112,000.00

**OWNERS:
SPRINGVILLE CITY**

**ENGINEER:
ARMSTRONG CONSULTANTS, INC.**

By _____
Wilford W. Clyde, Mayor

By _____
Dennis Corsi, President

Attest: _____

SPANISH FORK CITY

By _____
G. Wayne Andersen, Mayor

Attest: _____

**SCOPE OF WORK
SPANISH FORK/SPRINGVILLE AIRPORT
AIP # 3-08-0034-21**

This project consists of:

**Project – Runway 12/30 Shift & Extend (6,500' x 100')
Construction - Phase II
(Base Course, Paving, Roads, Lighting, and Signage)**

Estimated Construction Costs are: \$3,700,000

Anticipated Contract Construction period: 92 Calendar days

BIDDING SERVICES

The Engineer shall provide the following Prebid and Bidding services. These services will include assisting the Owner with the advertisement for bids, notification of local airport users of the construction schedule and general completion of the final construction contract documents for the project. The following outline describes in greater detail the tasks and products:

ACTIVITIES

1. Incorporate Phase I as-constructed information and comments into Phase II Construction Documents. Respond as necessary to requests for additional information from FAA.
2. Provide Phase II final design drawings, specifications, and detailed construction cost estimates for the project. Davis Bacon wage rates will be included in the project specifications.
3. Design all improvements in accordance with FAA standards and guidelines.
4. Complete Phase II final quantity calculations.
5. Prepare and submit for approval the Construction Safety and Phasing Plan per AC 150/5320-2F.
6. Solicit final Owner and FAA review and approval for Phase II.
7. Provide the FAA and Sponsor one set of contract documents and half size plans (11"x17") for Phase II.
8. Assist the Owner with advertising and interpretation of Phase II project requirements. Plans and specifications will be available via the web site of Armstrong Consultants. The Owner and FAA will be given a hard copy set of the Phase II Plans and Specifications.
9. Provide technical assistance and recommendations to the Airport during construction bidding of Phase II.
10. Assist with pre-bid conference which will be conducted at the Spanish Fork-Springville Airport and bid opening which will be conducted at Spanish Fork City Hall at the date and time agreed by the Owner. Issue addenda, prepare an abstract of bids, and make recommendations for award.
11. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders. The DBE goal and all bidding requirements will be reviewed for responsiveness. Any issues or concerns that arise from the bidding documents will be brought to the attention of the Sponsor for clarification.

PHASE 4 - CONSTRUCTION SERVICES

During the construction phase of the project, the designer will assist the Airport to monitor and document progress for quality and cost control. Review contractor payment requests, quality control and acceptance testing, establish necessary survey control, continually inform the Owner of project progress and problems, complete the test summary, conduct the final project inspection and complete the final project report.

The Owner will hire a qualified QA Testing company. Armstrong Consultants will provide a Project Quality Acceptance Testing book to the QA Consultant with the applicable testing forms for the project. All QA testing and final test reports will be directly reviewed and accepted by Armstrong Consultants prior to submission to the FAA for acceptance.

ACTIVITIES

1. Prepare construction agreement, review bonds, insurance certificates, construction schedules, etc. The Contractor that is awarded the project will be supplied with a CD of the plans and specifications in order to print the number of required documents for their usage.
2. Review and submit to FAA the Contractor's Safety Plan Compliance Document prior to issuing the Notice to Proceed.
3. Conduct pre-construction conference.
4. Prepare and submit to FAA the Construction Management Plan 10 days prior to construction.
5. Provide horizontal and vertical control.
6. Provide review of submittals and shop drawings during construction.
7. Provide one fulltime resident inspector to monitor and document construction progress, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc.
8. Review weekly payroll submittals for project and conduct employee wage interviews with prime contractor and subcontractors.
9. Prepare change orders and supplemental agreements, if required.
10. Prepare and submit weekly inspection reports.
11. Prepare and confirm monthly payment requests.
12. Prepare and submit the project test summary. The test summary report will be required to be submitted to the FAA prior to scheduling a final inspection.
13. Conduct a final project inspection with the Owner, the FAA and the contractor.
14. Update ALP drawing sheets 2, 4, 5, 14 & 16.

15. Upon completion of all runway construction work, upload the current construction project as built into the FAA AGIS.
16. Prepare record drawings and a final project report. The final report will follow the current FAA Northwest Mountain Region AIP Final Report guidance. The FAA and Sponsor will each receive one copy of the record drawings in half size (11"x17") format as well as in PDF format on a CD.

August 21, 2013

Cris Child
 Spanish Fork-Springville Airport
 2050 North 300 West
 Spanish Fork, UT 84660

RE: Recommendation of Award - Spanish Fork - Springville Airport
 AIP No. 3-49-0034-21
 Runway Extension Phase II

Dear Mr. Child,

As you are aware, proposals were received for Independent Quality Assurance Testing element of the Runway Extension Phase II on July 31, 2013.

Five proposals were received. The proposals were reviewed for items of responsiveness. The proposals generally met the items of responsiveness, however, only three firms provided cost for the five schedules requested. A general review of the bids is summarized below:

	Terracon	CMT	Raba Kistner	GeoStrata	Strata
Schedule I	\$21,194.00	\$14,175.00	\$17,120.00	\$30,545.00	\$55,561.40
Schedule II	\$0	\$683.00	\$631.00	\$1,605.00	\$1,203.20
Schedule III	\$7,530.00	\$1,238.00	\$6,046.00	\$5,715.00	\$7,893.80
Schedule IV	\$0	\$683.00	\$968.50	\$1,035.00	\$0
Schedule V	\$0	\$683.00	\$1,118.50	\$1,035.00	\$0
Other					\$5,085.00*
TOTAL	\$28,724.00	\$17,462.00	\$25,884.00	\$39,935.00	\$69,743.40

* Strata included a project management fee which was not a part of the RFP.

Mr. Child
August 21, 2013
Page 2

Based on available funding, work for Phase II will be limited to Schedule I and Schedule VI. The only QA Testing required for this phase of the project will be for Schedule I. Funding for QA Testing is a grant eligible expense. The cost breakdown for AIP No. 3-49-0034-21 includes the QA Testing fees.

We recommend awarding QA Testing for Schedule I to CMT Engineering Laboratories for a total of **\$14,175.00** upon concurrence and the receipt of the grant offer from FAA.

A contract from CMT is attached with this letter. Please return the letter to me once the document is signed.

Sincerely,

ARMSTRONG CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read "Eric W. Trinklein".

Eric W. Trinklein, P.E.

encl: Contract from CMT Engineering Laboratories

cc: Kristin Bownson, FAA
Chris Thompson, Spanish Fork
Jered Johnson, Spanish Fork
Cory Pierce, Spanish Fork
Bruce Riddle, Springville
Craig Ide, UDOT

CMT ENGINEERING LABORATORIES

Construction • Materials • Technologies

Geotechnical, Environmental, and Materials Engineering / Testing / Research

August 22, 2013

Mr. Cris Child, Airport Manager
Spanish Fork – Springville Airport
405 South Main Street
Spanish Fork, Utah 84660

Project: Spanish Fork-Springville Airport – AIP #3-49-0034-21

Dear Mr. Child:

CMT Engineering Laboratories appreciates the opportunity to provide you with testing services on the Spanish Fork-Springville Airport Project.

The requested services will be performed by CMT in accordance with Exhibit B attached and the list of services and fees provided on the attached Exhibit A's for Schedules I-V.

Respectfully submitted,



Braden Watson
Project Manager

Prior to commencement of service, Spanish Fork – Springville Airport, acknowledges and accepts the terms and conditions of this Proposal and the terms and condition of the attached Exhibit B-Terms & Conditions with CMT dated _____.

Company Representative

Print Name and Title

CMT Engineering Laboratories

Print Name and Title

Please return via email or fax the executed document to the attention of:

Kim Scott
CMT Engineering Laboratories
2800 South Redwood Road
West Valley, Utah 84119
Phone: 801-908-5859
Fax: 801-972-9074
Email: kim@cmtlaboratories.com

*2800 South Redwood Road West Valley, Utah 84119
Office: 801-908-5859 Fax: 801-972-9074*

EXHIBIT A

Schedule I - Runway 12/30 and Taxiway A Extension

	Test Method	Quantities	Unit Price		Extended Amount
SOILS					
	Proctors ASTM/AASHTO	1	\$115.00	ea.	\$115.00
	Proctors ASTM/AASHTO (Rock Corrected)	1	\$150.00	ea.	\$150.00
	Technician Time-Field Densities ASTM/AASHTO	30	\$42.00	hr.	\$1,260.00
	Atterberg Limits ASTM /AASHTO	2	\$90.00	ea.	\$180.00
	Soils Classification ASTM /AASHTO	2	\$32.00	ea.	\$64.00
	Sieve Analysis ASTM/AASHTO (-3/4")	1	\$65.00	ea.	\$65.00
	Sieve Analysis ASTM/AASHTO (+3/4")	1	\$140.00	ea.	\$140.00
	Sample Pick Up	2	\$42.00	hr.	\$84.00
	Reporting Fee	15	\$10.00	ea.	\$150.00
	Travel	12	\$13.00	trip	\$156.00
	Subtotal				\$2,364.00
ASPHALT					
	Unit Weight Rice	20	\$85.00	ea.	\$1,700.00
	One Point Marshall	20	\$285.00	ea.	\$5,700.00
	Sample Pick Up	50	\$44.00	hr.	\$2,200.00
	Thickness and Density of cores	40	\$20.00	ea.	\$800.00
	Travel	25	\$13.00	trip	\$325.00
	Subtotal				\$10,725.00
CONCRETE					
	Cylinders	8	\$15.00	ea.	\$120.00
	Technician Time Air & Slump Testing	4	\$44.00	hr.	\$176.00
	Cylinder Pick Ups	2	\$44.00	hr.	\$88.00
	Travel	2	\$13.00	trip	\$26.00
	Subtotal				\$410.00
PROFESSIONAL SERVICES					
	Project Management	10	\$65.00	hr.	\$650.00
	Overtime Contingency	1	\$1,300.00		\$0.00
	Travel	2	\$13.00	trip	\$26.00
	Subtotal				\$676.00
	**Total Estimated Cost				\$14,175.00

**Total Estimated Costs are based on available information. Quantities are estimated by minimum industry and or specification standards.

** All field tests have a two hour minimum charge on a portal to portal basis and Special Inspectors have a 3 hour minimum charge on a portal to portal basis. Time over the minimum will be rounded to the nearest whole number.. Overtime at 1.5 times the standard rate will be charged before 7:00 a.m. and after 5:00 p.m. and also on weekends and holidays. This is a unit rate proposal. Retest, show up and cancellation are not included and will be charged at our standard unit rate fees as listed above. The estimated total is listed for your convenience and may change with project schedules and with small quantity concrete placements etc

EXHIBIT A-1
Schedule II - Shift Runway 12/30

	Test Method	Quantities	Unit Price	Extended Amount
CONCRETE				
	Cylinders	8	\$15.00 ea.	\$120.00
	Technician Time Air & Slump Testing	4	\$44.00 hr.	\$176.00
	Cylinder Pick Ups	2	\$44.00 hr.	\$88.00
	Travel	2	\$13.00 trip	\$26.00
	Subtotal			\$410.00
PROFESSIONAL				
SERVICES	Project Management	4	\$65.00 hr.	\$260.00
	Travel	1	\$13.00 trip	\$13.00
	Subtotal			\$273.00
	**Total Estimated Cost			\$683.00

**Total Estimated Costs are based on available information. Quantities are estimated by minimum industry and or specification standards.

** All field tests have a two hour minimum charge on a portal to portal basis and Special Inspectors have a 3 hour minimum charge on a portal to portal basis. Time over the minimum swill be rounded to the nearest whole number.. Overtime at 1.5 times the standard rate will be charged before 7:00 a.m. and after 5:00 p.m. and also on weekends and holidays. This is a unit rate proposal. Retest, show up and cancellation are not included and will be charged at our standard unit rate fees as listed above. The estimated total is listed for your convenience and may change with project schedules and with small quantity concrete placements etc

EXHIBIT A-2

Schedule III - Construct Taxiway A1

	Test Method	Quantities	Unit Price	Extended Amount
ASPHALT				
	Unit Weight Rice	1	\$85.00 ea.	\$85.00
	One Point Marshall	1	\$285.00 ea.	\$285.00
	Sample Pick Up	3	\$44.00 hr.	\$132.00
	Thickness and Density of cores	2	\$20.00 ea.	\$40.00
	Travel	1	\$13.00 trip	\$13.00
	Subtotal			\$555.00
 CONCRETE				
	Cylinders	8	\$15.00 ea.	\$120.00
	Technician Time Air & Slump Testing	4	\$44.00 hr.	\$176.00
	Cylinder Pick Ups	2	\$44.00 hr.	\$88.00
	Travel	2	\$13.00 trip	\$26.00
	Subtotal			\$410.00
 PROFESSIONAL SERVICES				
	Project Management	4	\$65.00 hr.	\$260.00
	Overtime Contingency	1	\$100.00	\$0.00
	Travel	1	\$13.00 trip	\$13.00
	Subtotal			\$273.00
	**Total Estimated Cost			\$1,238.00

**Total Estimated Costs are based on available information. Quantities are estimated by minimum industry and or specification standards.

** All field tests have a two hour minimum charge on a portal to portal basis and Special Inspectors have a 3 hour minimum charge on a portal to portal basis. Time over the minimum will be rounded to the nearest whole number.. Overtime at 1.5 times the standard rate will be charged before 7:00 a.m. and after 5:00 p.m. and also on weekends and holidays. This is a unit rate proposal. Retest, show up and cancellation are not included and will be charged at our standard unit rate fees as listed above. The estimated total is listed for your convenience and may change with project schedules and with small quantity concrete placements etc

EXHIBIT A-3

**Schedule IV-Modify Runway 12/30 Lighting & Modify Runway 12/30 & Taxiway
A Signage**

	Test Method	Quantities	Unit Price	Extended Amount
CONCRETE				
	Cylinders	8	\$15.00 ea.	\$120.00
	Technician Time Air & Slump Testing	4	\$44.00 hr.	\$176.00
	Cylinder Pick Ups	2	\$44.00 hr.	\$88.00
	Travel	2	\$13.00 trip	\$26.00
			Subtotal	\$410.00
Comment:				
PROFESSIONAL				
SERVICES	Project Management	4	\$65.00 hr.	\$260.00
	Travel	1	\$13.00 trip	\$13.00
			Subtotal	\$273.00
			**Total Estimated Cost	\$683.00

**Total Estimated Costs are based on available information. Quantities are estimated by minimum industry and or specification standards.

** All field tests have a two hour minimum charge on a portal to portal basis and Special Inspectors have a 3 hour minimum charge on a portal to portal basis. Time over the minimum will be rounded to the nearest whole number.. Overtime at 1.5 times the standard rate will be charged before 7:00 a.m. and after 5:00 p.m. and also on weekends and holidays. This is a unit rate proposal. Retest, show up and cancellation are not included and will be charged at our standard unit rate fees as listed above. The estimated total is listed for your convenience and may change with project schedules and with small quantity concrete placements etc

EXHIBIT A-4 Schedule V - Taxiway Lighting System

	Test Method	Quantities	Unit Price	Extended Amount
CONCRETE				
	Cylinders	8	\$15.00 ea.	\$120.00
	Technician Time Air & Slump Testing	4	\$44.00 hr.	\$176.00
	Cylinder Pick Ups	2	\$44.00 hr.	\$88.00
	Travel	2	\$13.00 trip	\$26.00
	Subtotal			\$410.00
Comment:				
PROFESSIONAL				
SERVICES	Project Management	4	\$65.00 hr.	\$260.00
	Travel	1	\$13.00 trip	\$13.00
	Subtotal			\$273.00
	**Total Estimated Cost			\$683.00

**Total Estimated Costs are based on available information. Quantities are estimated by minimum industry and or specification standards.

** All field tests have a two hour minimum charge on a portal to portal basis and Special Inspectors have a 3 hour minimum charge on a portal to portal basis. Time over the minimum will be rounded to the nearest whole number.. Overtime at 1.5 times the standard rate will be charged before 7:00 a.m. and after 5:00 p.m. and also on weekends and holidays. This is a unit rate proposal. Retest, show up and cancellation are not included and will be charged at our standard unit rate fees as listed above. The estimated total is listed for your convenience and may change with project schedules and with small quantity concrete placements etc

Exhibit B
Terms and Conditions

1. **Agreed Pricing for Services.** Pricing for Work done under the attached Contract is agreed to be under CMT's Fee Schedule (attached and incorporated herein as **Exhibit A** for the year the Contract was effective, which is incorporated herein by reference, unless otherwise specifically shown in the Contract. Overtime at 1.5 times on the labor portion only will be charged before 7:00 a.m. and after 5:00 p.m. and also on weekends and holidays. Client further acknowledges that billing minimums of 2 hours for field testing and 3 hours for special inspections may apply in actual billing. Time over the minimums will be rounded to the nearest whole number. Client agrees that it shall be Client's and/or Contractor's responsibility to provide CMT with a 24 hour notice to perform the Work hereunder.
 2. **Payment.** Client agrees to pay all invoices within 30 days, or incur interest charges of 1.5% per month.
 3. **Work.** CMT agrees to provide the Work identified herein. Dispatch hours are 8:00 a.m. to 5:00 p.m. Although CMT will try to accommodate all dispatch requests, we cannot guarantee that calls before 7:00 a.m. and after 5:00 p.m. will be received. If a day's Work is canceled for any reason, please notify the dispatch office by 5:00 p.m. on the day prior to the scheduled Work. Cancellations received on the day of the Work, is subject to a 2-hour show-up fee.
 4. **Standard of Work.** Further, CMT agrees to perform the Work in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the locality of the Project. No other warranty, expressed or implied is otherwise made with respect to the Work.
 5. **Intended Use.** Work provided pursuant to this Contract is intended solely for the use and benefit of Client. No other person or entity shall be entitled to rely on the services, opinions, recommendations, plans, or specifications provided without the express written consent of CMT. Client agrees that CMT has been engaged to provide technical professional services only, and that CMT does not owe a fiduciary responsibility to Client.
 6. **Limitation of Liability. This paragraph limits CMT's liability – READ IT CAREFULLY.** Client understands and agrees that CMT's Work poses certain risks to both CMT and Client. Further, CMT's fees for the Work are based on and reflect Client's agreement to limit CMT's liability as described herein. Client specifically acknowledges and agrees that but for this promise to limit CMT's liability, CMT's fees should be significantly higher to accommodate CMT for such risks. Client acknowledges its right to discuss this provision with legal counsel and negotiate such with CMT. In reliance on the foregoing, Client specifically agrees that, to the fullest extent permitted by law, CMT's total liability for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever, including without limitation, attorneys' fees and costs (hereinafter "Claims") to Client and any third party arising out of or in any way related to the Contract, from any cause or causes, including but not limited to CMT's negligence, errors, omissions, breach of contract or any duty, is limited to Twenty-Five Thousand Dollars (\$25,000) or the amount of CMT's fee, whichever is greater (the "Liability Limit").
 7. **Samples.** Unless otherwise agreed by the parties in writing, the test specimens or samples will be disposed of immediately upon completion of testing.
 8. **OSHA.** Client agrees to require Contractor to provide on-site First Aide services as required by OSHA.
 9. **Final Inspection.** As a condition precedent to CMT issuing the Project final inspection report, all fees incurred by Client must be paid in full.
 10. **Contract Termination.** This Contract may only be terminated by the written agreement of the parties hereto.
 11. **Miscellaneous Provisions.**
 - a. **Duplicate Originals.** This Contract may be executed in duplicate originals, and facsimile signatures will be treated as originals.
 - b. **Complete Agreement.** With respect to the subject matter of this Contract, including the terms and conditions hereof, this Contract constitutes the entire understanding between the parties and may not be altered, modified or amended except by the mutual written agreement of the parties. Except as expressly provided in this Contract, all prior and contemporaneous agreements and understandings between the parties are superseded and rescinded.
 - c. **Severability.** The Contract provisions are severable, and should any provision be determined by a court of competent jurisdiction void, voidable, or unenforceable, such provision shall be eliminated or limited to the minimum extent necessary so that this Contract shall otherwise remain in full force and effect.
 - d. **Attorneys' Fees.** In the event that any party shall breach its obligations under this Contract, the prevailing party shall be entitled to recover all enforcement-related costs, expenses and reasonable attorney fees from the breaching party, whether such sums be expended with or without suit and regardless of the forum (including but not limited to recourse in connection with any bankruptcy case, adversary proceeding, insolvency proceeding, or arbitration proceeding).
 - e. **Assignment.** This Contract is not assignable, and any such assignment shall be deemed void, without the written consent of all parties hereto.
- Binding Effect.** This Contract shall be binding upon and shall inure to the benefit of the successors, and assigns of the respective parties hereto.
- f. Jurisdiction/Venue.** The parties hereto agree that this Contract shall be construed in accordance with the laws of the State of Utah, and that exclusive jurisdiction and venue shall be found in the Third Judicial District Court, State of Utah.

August 22, 2013

Cris Child
 Spanish Fork-Springville Airport
 2050 North 300 West
 Spanish Fork, UT 84660

RE: Recommendation of Award - Spanish Fork - Springville Airport
 AIP No. 3-49-0034-21
 Runway Extension Phase II

Dear Mr. Child,

As you are aware, bids were received for the above mentioned project on July 30, 2013.

A great deal of effort was expended to attract bidders for this project. The project was advertised in the local paper for four consecutive weeks and listed in the advertisements of three national plan rooms. Thirty-five area contractors were faxed the bid invitation, thirteen Contractors/Sub-Contractors purchased plans from the Armstrong Consultants, Inc. bidding website. A pre-bid meeting was held at the airport one week prior to bid opening to answer questions and show the project to potential bidders, eight Contracting firms attended the meeting.

Four bids were received. The bids were reviewed for math errors and other items of responsiveness. The table below lists a general review of bid responsiveness:

Company	Item	Action
Goran LLC.	Addendum	Acknowledged Addendum #1
	Bid Bond	Included for 5%
	Proposal Sheets 1-17	Completed and Signed
Staker & Parson Companies	Addendum	Acknowledged Addendum #1
	Bid Bond	Included for 5%
	Proposal Sheets 1-17	Completed and Signed
Granite Construction Companies	Addendum	Acknowledged Addendum #1
	Bid Bond	Included for 5%
	Proposal Sheets 1-17	Completed and Signed
Vancon, Inc	Addendum	Acknowledged Addendum #1
	Bid Bond	Included for 5%
	Proposal Sheets 1-17	Completed and Signed

The following table shows the relationship of the bids to the Engineer's estimate:

	Granite Construction	Vancon, Inc	Staker & Parson	Goran LLC.	ENGINEER'S ESTIMATE
SCHEDULE I RWY 12/30 & TWY Extension	\$2,119,125.76	\$2,740,525.15	\$1,911,184.90	\$1,859,865.17	\$2,283,035.50
SCHEDULE II Shift RWY 12/30	\$218,149.00	\$139,689.10	\$151,637.45	\$150,509.92	\$212,751.15
SCHEDULE III Taxiway A1	\$161,457.77	\$145,215.66	\$128,959.96	\$139,160.66	\$114,385.25
SCHEDULE IV RWY 12/30 Lighting & RWY and TWY Signage	\$229,590.00	\$240,181.00	\$194,645.00	\$183,047.06	\$278,613.75
SCHEDULE V Taxiway Lighting System	\$262,727.00	\$304,770.00	\$207,767.21	\$219,575.10	\$299,236.00
SCHEDULE VI Offsite Road Improvements	\$321,087.50	\$329,470.00	\$302,521.25	\$243,233.20	\$290,180.00
TOTAL	\$3,312,137.03	\$3,899,850.91	\$2,896,715.77	\$2,795,391.11	\$3,478,201.65

A bid tabulation is attached to this letter.

The DBE goal for the project is 3.31%. Goran LLC., has committed to meeting this goal. A Letter of Intent has been provided by the Contractor confirming DBE participation is summarized below:

Sub-Contractor	Work Item	Anticipated Amount
Benson Trucking	Aggregate Material Hauling	\$97,000.00

Based upon available grant monies, we recommend only awarding Schedule I and VI for construction in this phase. The project contract documents are written to allow awarding of individual schedules, not necessarily the entire project, and the bidders were all advised of this fact. Goran, LLC. is the lowest responsive bidder for the total of Schedules I and VI. We recommend awarding Schedules I and VI to Goran, LLC. The remainder of the Runway Shift will be completed under Phase III, anticipated for calendar year 2014.

The budget for AIP 3-49-0034-21 that needs to be developed for Phase II includes federal, state, and local funds as shown below:

AIP NO. 21

	TOTAL	FAA	UDOT	LOCAL
Administration				
Admin.	\$2,000.00	\$1,818.00	\$91.00	\$91.00
Engineering				
Bidding	\$12,000.00	\$10,912.00	\$544.00	\$544.00
Inspection	\$112,000.00	\$101,852.00	\$5,074.00	\$5,074.00
Testing				
Independent QA	\$17,462.00	\$15,879.00	\$791.50	\$791.50
Construction				
Schedule I	\$1,859,865.17	\$1,691,361.00	\$84,252.09	\$84,252.09
Schedule VI	\$243,233.20	\$221,196.00	\$11,018.60	\$11,018.60
Land Acquisition				
Williams 1	\$251,000.00	\$228,259.00	\$11,370.50	\$11,370.50
Williams 2	\$112,000.00	\$101,852.00	\$5,074.00	\$5,074.00
Hanson	\$86,000.00	\$78,208.00	\$3,896.00	\$3,896.00
Admin. and Closing	\$35,000.00	\$31,829.00	\$1,585.50	\$1,585.50
Total	\$ 2,730,560.37	\$ 2,483,166.00	\$ 123,697.19	\$ 123,697.19

The project budget will require the following funding:

TOTAL	FAA	UDOT	Spanish Fork	Springville
\$ 2,730,560.37	\$ 2,483,166.00	\$ 123,697.19	\$ 61,848.60	\$ 61,848.59

We recommend awarding Schedule I and Schedule VI to Goran, LLC. for a total of **\$2,103,098.37** upon the receipt of the grant offer from FAA.

Sincerely,

ARMSTRONG CONSULTANTS, INC.



Eric W. Trinklein, P.E.

- encl: Bid Tab
- cc: Kristin Bownson, FAA
- Chris Thompson, Spanish Fork
- Jered Johnson, Spanish Fork
- Cory Pierce, Spanish Fork
- Bruce Riddle, Springville
- Craig Ide, UDOT

ARMSTRONG CONSULTANTS, INC.
861 ROOD AVE.
GRAND JCT., CO 81501

SPANISH FORK-SPRINGVILLE AIRPORT
AIP NO. 3-49-0034-21
ACI # 116058a
BID DATE: July 30, 2012 10:00 A.M. MDT

BID TABULATION

SCHEDULE I – RUNWAY 12/30 & TAXIWAY A EXTENSION

ITEM	QUAN.	UNIT	ENGINEER'S ESTIMATE		GRANITE CONSTRUCTION		VAN CON, INC.	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$ 80,000.00	\$ 80,000.00	\$ 307,186.86	\$ 307,186.86	\$ 135,000.00	\$ 135,000.00
2 Remove Wire Fence	4,450	L.F.	\$ 5.00	\$ 22,250.00	\$ 1.00	\$ 4,450.00	\$ 1.20	\$ 5,340.00
3 Remove Asphalt Pavement (Full Depth)	700	S.Y.	\$ 3.00	\$ 2,100.00	\$ 36.00	\$ 25,200.00	\$ 4.35	\$ 3,045.00
4 Remove Runway/Taxiway Lights (Edge Lights and Threshold Lights)	6	Each	\$ 20.00	\$ 120.00	\$ 61.00	\$ 366.00	\$ 80.00	\$ 480.00
5 Remove Concrete Lined Ditch	220	L.F.	\$ 5.00	\$ 1,100.00	\$ 3.00	\$ 660.00	\$ 12.70	\$ 2,794.00
6 Reset REILS	1	Each	\$ 1,000.00	\$ 1,000.00	\$ 7,300.00	\$ 7,300.00	\$ 4,600.00	\$ 4,600.00
7 Reset PAPIs	1	Each	\$ 2,000.00	\$ 2,000.00	\$ 14,200.00	\$ 14,200.00	\$ 18,800.00	\$ 18,800.00
8 Prepare Existing Subgrade	23,120	S.Y.	\$ 5.00	\$ 115,600.00	\$ 2.00	\$ 46,240.00	\$ 3.70	\$ 85,544.00
9 Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
10 Emulsified Pavement Sealer and Rejuvenator	53,450	S.Y.	\$ 2.00	\$ 106,900.00	\$ 1.50	\$ 80,175.00	\$ 1.20	\$ 64,140.00
11 Clearing & Grubbing	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
12 Embankment	7,420	C.Y.	\$ 15.00	\$ 111,300.00	\$ 25.00	\$ 185,500.00	\$ 29.00	\$ 215,180.00
13 Shoulder Grading	3,010	S.Y.	\$ 15.00	\$ 45,150.00	\$ 7.50	\$ 22,575.00	\$ 6.00	\$ 18,060.00
14 Controlled Low Strength Material	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
15 Subbase Course (13.5-Inches Thick)	28,365	S.Y.	\$ 15.00	\$ 425,475.00	\$ 13.00	\$ 368,745.00	\$ 21.50	\$ 609,847.50
16 Stabilization Fabric	28,365	S.Y.	\$ 5.00	\$ 141,825.00	\$ 2.00	\$ 56,730.00	\$ 1.40	\$ 39,711.00
17 Crushed Aggregate Base Course (6-Inches Thick)	28,584	S.Y.	\$ 12.00	\$ 343,008.00	\$ 9.00	\$ 257,256.00	\$ 17.00	\$ 485,928.00
18 Bituminous Surface Course (50 Blow) (4-Inches Thick)	6,425	Ton	\$ 40.00	\$ 257,000.00	\$ 34.00	\$ 218,450.00	\$ 115.00	\$ 738,875.00
19 Bituminous Material (PG 64-28)	450	Ton	\$ 800.00	\$ 360,000.00	\$ 600.00	\$ 270,000.00	\$ 0.01	\$ 4.50
20 Bituminous Prime Coat	8,380	Gallons	\$ 5.00	\$ 41,900.00	\$ 4.00	\$ 33,520.00	\$ 5.40	\$ 45,252.00
21 Bituminous Tack Coat	4,190	Gallons	\$ 4.50	\$ 18,855.00	\$ 0.01	\$ 41.90	\$ 0.01	\$ 41.90
22 Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
23 Temporary Pavement Marking	2,865	S.F.	\$ 0.50	\$ 1,432.50	\$ 1.00	\$ 2,865.00	\$ 1.20	\$ 3,438.00
24 Temporary Pavement Marking Removal	2,865	S.F.	\$ 0.75	\$ 2,148.75	\$ 2.00	\$ 5,730.00	\$ 1.90	\$ 5,443.50
25 Pavement Marking	17,695	S.F.	\$ 0.75	\$ 13,271.25	\$ 1.00	\$ 17,695.00	\$ 0.85	\$ 15,040.75
26 Pavement Marking Removal	20,150	S.F.	\$ 1.00	\$ 20,150.00	\$ 2.00	\$ 40,300.00	\$ 1.90	\$ 38,285.00
27 2-Way (4-Inch/4-Inch) PVC Duct (Concrete Encased)	90	L.F.	\$ 25.00	\$ 2,250.00	\$ 36.00	\$ 3,240.00	\$ 44.00	\$ 3,960.00
28 Wire Fence with Steel Posts	5,500	L.F.	\$ 9.00	\$ 49,500.00	\$ 6.00	\$ 33,000.00	\$ 6.00	\$ 33,000.00
29 18-Inch Reinforced Concrete Pipe Culvert (2000D)	220	L.F.	\$ 50.00	\$ 11,000.00	\$ 41.00	\$ 9,020.00	\$ 67.00	\$ 14,740.00
30 4-Inch Pipe Underdrain	7,670	L.F.	\$ 10.00	\$ 76,700.00	\$ 12.00	\$ 92,040.00	\$ 17.50	\$ 134,225.00
31 Manholes	3	Each	\$ 4,000.00	\$ 12,000.00	\$ 2,000.00	\$ 6,000.00	\$ 2,340.00	\$ 7,020.00
32 Hydraulic Seeding and Mulching	8	Acre	\$ 2,500.00	\$ 20,000.00	\$ 1,400.00	\$ 10,640.00	\$ 1,675.00	\$ 12,730.00
TOTAL SCHEDULE I			\$	2,283,035.50	\$	\$2,119,125.76	\$	\$2,740,525.15

ARMSTRONG CONSULTANTS, INC.
 861 ROOD AVE.
 GRAND JCT., CO 81501

SPANISH FORK-SPRINGVILLE AIRPORT
 AIP NO. 3-49-0034-21
 ACI # 116058a
 BID DATE: July 30, 2012 10:00 A.M. MDT

SCHEDULE I – RUNWAY 12/30 & TAXIWAY A EXTENSION

GORAN, LLC.

ITEM	QUAN.	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$ 200,000.00	\$ 200,000.00	\$ 236,000.00	\$ 236,000.00
2 Remove Wire Fence	4,450	L.F.	\$ 1.00	\$ 4,450.00	\$ 1.50	\$ 6,675.00
3 Remove Asphalt Pavement (Full Depth)	700	S.Y.	\$ 4.00	\$ 2,800.00	\$ 3.90	\$ 2,730.00
4 Remove Runway/Taxiway Lights (Edge Lights and Threshold Lights)	6	Each	\$ 51.00	\$ 306.00	\$ 53.90	\$ 323.40
5 Remove Concrete Lined Ditch	220	L.F.	\$ 7.00	\$ 1,540.00	\$ 16.70	\$ 3,674.00
6 Reset REILS	1	Each	\$ 3,200.00	\$ 3,200.00	\$ 3,225.08	\$ 3,225.08
7 Reset PAPIs	1	Each	\$ 12,000.00	\$ 12,000.00	\$ 9,245.24	\$ 9,245.24
8 Prepare Existing Subgrade	23,120	S.Y.	\$ 0.20	\$ 4,624.00	\$ 0.50	\$ 11,560.00
9 Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
10 Emulsified Pavement Sealer and Rejuvenator	53,450	S.Y.	\$ 1.00	\$ 53,450.00	\$ 1.00	\$ 53,450.00
11 Clearing & Grubbing	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
12 Embankment	7,420	C.Y.	\$ 28.00	\$ 207,760.00	\$ 14.40	\$ 106,848.00
13 Shoulder Grading	3,010	S.Y.	\$ 4.30	\$ 12,943.00	\$ 0.77	\$ 2,317.70
14 Controlled Low Strength Material	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
15 Subbase Course (13.5-Inches Thick)	28,365	S.Y.	\$ 13.00	\$ 368,745.00	\$ 11.00	\$ 312,015.00
16 Stabilization Fabric	28,365	S.Y.	\$ 1.15	\$ 32,619.75	\$ 1.80	\$ 51,057.00
17 Crushed Aggregate Base Course (6-Inches Thick)	28,584	S.Y.	\$ 8.00	\$ 228,672.00	\$ 6.70	\$ 191,512.80
18 Bituminous Surface Course (50 Blow) (4-Inches Thick)	6,425	Ton	\$ 83.00	\$ 533,275.00	\$ 93.25	\$ 599,131.25
19 Bituminous Material (PG 64-28)	450	Ton	\$ 0.01	\$ 4.50	\$ 93.25	\$ 41,962.50
20 Bituminous Prime Coat	8,380	Gallons	\$ 4.00	\$ 33,520.00	\$ 4.90	\$ 41,062.00
21 Bituminous Tack Coat	4,190	Gallons	\$ 0.01	\$ 41.90	\$ 1.73	\$ 7,248.70
22 Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
23 Temporary Pavement Marking	2,865	S.F.	\$ 0.65	\$ 1,862.25	\$ 0.81	\$ 2,320.65
24 Temporary Pavement Marking Removal	2,865	S.F.	\$ 1.10	\$ 3,151.50	\$ 1.30	\$ 3,724.50
25 Pavement Marking	17,695	S.F.	\$ 1.00	\$ 17,695.00	\$ 0.57	\$ 10,086.15
26 Pavement Marking Removal	20,150	S.F.	\$ 1.10	\$ 22,165.00	\$ 1.30	\$ 26,195.00
27 2-Way (4-Inch/4-Inch) PVC Duct (Concrete Encased)	90	L.F.	\$ 30.00	\$ 2,700.00	\$ 31.20	\$ 2,808.00
28 Wire Fence with Steel Posts	5,500	L.F.	\$ 5.00	\$ 27,500.00	\$ 4.70	\$ 25,850.00
29 18-Inch Reinforced Concrete Pipe Culvert (2000D)	220	L.F.	\$ 58.00	\$ 12,760.00	\$ 45.50	\$ 10,010.00
30 4-Inch Pipe Underdrain	7,670	L.F.	\$ 14.00	\$ 107,380.00	\$ 10.40	\$ 79,768.00
31 Manholes	3	Each	\$ 2,300.00	\$ 6,900.00	\$ 3,378.40	\$ 10,135.20
32 Hydraulic Seeding and Mulching	8	Acre	\$ 1,200.00	\$ 9,120.00	\$ 1,175.00	\$ 8,930.00
TOTAL SCHEDULE I			\$	1,911,184.90	\$	\$1,859,865.17

ARMSTRONG CONSULTANTS, INC.
861 ROOD AVE.
GRAND JCT., CO 81501

SPANISH FORK-SPRINGVILLE AIRPORT
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ACI # 116058a
BID DATE: July 30, 2012 10:00 A.M. MDT

BID TABULATION

SCHEDULE II - SHIFT RUNWAY 12/30		ENGINEER'S ESTIMATE		GRANITE CONSTRUCTION		VAN CON, INC.	
QUAN.	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Mobilization	\$ 80,000.00	\$ 80,000.00	\$ 81,000.00	\$ 81,000.00	\$ 5,600.00	\$ 5,600.00
12,080	L.S.	\$ 3.00	\$ 36,240.00	\$ 3.00	\$ 36,240.00	\$ 2.00	\$ 24,160.00
3	Remove Asphalt Pavement	\$ 500.00	\$ 1,500.00	\$ 185.00	\$ 555.00	\$ 230.00	\$ 690.00
	Remove Lighted Guidance Sign Foundation, Salvage Sign						
42	Remove Runway/Taxiway Lights (Edge Lights and Threshold Lights)	\$ 20.00	\$ 840.00	\$ 62.00	\$ 2,604.00	\$ 77.00	\$ 3,234.00
5	Reset REILs	\$ 1,000.00	\$ 1,000.00	\$ 7,300.00	\$ 7,300.00	\$ 4,600.00	\$ 4,600.00
6	Reset PAPIs	\$ 2,000.00	\$ 2,000.00	\$ 14,200.00	\$ 14,200.00	\$ 18,800.00	\$ 18,800.00
7	Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
8	Trenching for Direct-Buried Counterpoise Wire	\$ 2.25	\$ 5,973.75	\$ 2.00	\$ 5,310.00	\$ 1.55	\$ 4,115.25
9	Bare No. 6 Counterpoise Wire, Installed in Trench	\$ 2.50	\$ 6,637.50	\$ 1.00	\$ 2,655.00	\$ 1.30	\$ 3,451.50
10	No. 4 THWN-2 CU Cable, Installed in Conduit	\$ 2.05	\$ 27,757.00	\$ 1.00	\$ 13,540.00	\$ 1.40	\$ 18,956.00
11	No. 6 Insulated Equipment Ground, Installed in Conduit	\$ 2.05	\$ 6,781.40	\$ 1.00	\$ 3,308.00	\$ 1.30	\$ 4,300.40
12	No. 8 THWN-2 CU Cable, Installed in Conduit	\$ 1.50	\$ 1,965.00	\$ 1.00	\$ 1,310.00	\$ 1.15	\$ 1,506.50
13	Splice Base	\$ 700.00	\$ 7,700.00	\$ 620.00	\$ 6,820.00	\$ 770.00	\$ 8,470.00
14	4-Way (4-Inch/4-Inch) PVC Duct (Concrete Encased)	\$ 50.00	\$ 2,250.00	\$ 37.00	\$ 1,665.00	\$ 46.00	\$ 2,070.00
15	Controlled Low Strength Material	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
16	Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
17	Temporary Pavement Marking	\$ 0.50	\$ 1,432.50	\$ 1.00	\$ 2,865.00	\$ 1.20	\$ 3,438.00
18	Temporary Pavement Marking Removal	\$ 0.75	\$ 2,148.75	\$ 2.00	\$ 5,730.00	\$ 1.90	\$ 5,443.50
19	Pavement Marking	\$ 0.75	\$ 14,405.25	\$ 1.00	\$ 19,207.00	\$ 0.85	\$ 16,325.95
20	Pavement Marking Removal	\$ 1.00	\$ 4,120.00	\$ 2.00	\$ 8,240.00	\$ 1.90	\$ 7,828.00
21	Hydraulic Seeding and Mulching	\$ 2,500.00	\$ 10,000.00	\$ 1,400.00	\$ 5,600.00	\$ 1,675.00	\$ 6,700.00
	TOTAL SCHEDULE II	\$	212,751.15	\$	218,149.00	\$	\$139,689.10

ARMSTRONG CONSULTANTS, INC.
 861 ROOD AVE.
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BID TABULATION

<u>SCHEDULE II - SHIFT RUNWAY 12/30</u>		<u>STAKER PARSON</u>		<u>GORAN, LLC.</u>					
<u>ITEM</u>	<u>QUAN.</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>				
1 Mobilization	1	L.S.	\$40,000.00	\$	31,000.00	\$	31,000.00		
2 Remove Asphalt Pavement	12,080	S.Y.	\$2.75	\$	33,220.00	\$	3.90	\$	47,112.00
3 Remove Lighted Guidance Sign Foundation, Salvage Sign	3	Each	\$160.00	\$	480.00	\$	161.80	\$	485.40
4 Remove Runway/Taxiway Lights (Edge Lights and Threshold Lights)	42	Each	\$52.00	\$	2,184.00	\$	53.90	\$	2,263.80
5 Reset REILS	1	Each	\$3,200.00	\$	3,200.00	\$	3,225.08	\$	3,225.08
6 Reset PAPIs	1	Each	\$9,000.00	\$	9,000.00	\$	9,245.24	\$	9,245.24
7 Watering	Incidental	Incidental	Incidental	\$	Incidental	\$	Incidental	\$	Incidental
8 Trenching for Direct-Buried Counterpoise Wire	2,655	L.F.	\$1.05	\$	2,787.75	\$	1.10	\$	2,920.50
9 Bare No. 6 Counterpoise Wire, Installed in Trench	2,655	L.F.	\$0.90	\$	2,389.50	\$	0.92	\$	2,442.60
10 No. 4 THWN-2 CU Cable, Installed in Conduit	13,540	L.F.	\$1.00	\$	13,540.00	\$	0.98	\$	13,269.20
11 No. 6 Insulated Equipment Ground, Installed in Conduit	3,308	L.F.	\$0.90	\$	2,977.20	\$	0.92	\$	3,043.36
12 No. 8 THWN-2 CU Cable, Installed in Conduit	1,310	L.F.	\$0.80	\$	1,048.00	\$	0.81	\$	1,061.10
13 Splice Base	11	Each	\$520.00	\$	5,720.00	\$	539.50	\$	5,934.50
14 4-Way (4-Inch/4-Inch) PVC Duct (Concrete Encased)	45	L.F.	\$31.00	\$	1,395.00	\$	32.40	\$	1,458.00
15 Controlled Low Strength Material	Incidental	Incidental	Incidental	\$	Incidental	\$	Incidental	\$	Incidental
16 Structural Portland Cement Concrete	Incidental	Incidental	Incidental	\$	Incidental	\$	Incidental	\$	Incidental
17 Temporary Pavement Marking	2,865	S.F.	\$0.70	\$	2,005.50	\$	0.81	\$	2,320.65
18 Temporary Pavement Marking Removal	2,865	S.F.	\$1.10	\$	3,151.50	\$	1.30	\$	3,724.50
19 Pavement Marking	19,207	S.F.	\$1.00	\$	19,207.00	\$	0.57	\$	10,947.99
20 Pavement Marking Removal	4,120	S.F.	\$1.10	\$	4,532.00	\$	1.30	\$	5,356.00
21 Hydraulic Seeding and Mulching	4	Acre	\$1,200.00	\$	4,800	\$	1175	\$	4,700.00
		TOTAL SCHEDULE II		\$	151,637.45			\$	150,509.92

ARMSTRONG CONSULTANTS, INC.
 861 ROOD AVE.
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SPANISH FORK-SPRINGVILLE AIRPORT
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BID TABULATION

SCHEDULE III - CONSTRUCT TAXIWAY A1		ENGINEER'S ESTIMATE		GRANITE CONSTRUCTION		VAN CON. INC.		
ITEM	QUAN.	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$ 20,000.00	\$ 20,000.00	\$ 50,000.00	\$ 50,000.00	\$ 18,800.00	\$ 18,800.00
2 Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
3 Clearing & Grubbing	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
4 Embankment	1,565	C.Y.	\$ 8.00	\$ 12,520.00	\$ 27.00	\$ 42,255.00	\$ 11.00	\$ 17,215.00
5 Controlled Low Strength Material	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
6 Subbase Course (13.5-Inches Thick)	1,210	S.Y.	\$ 15.00	\$ 18,150.00	\$ 14.00	\$ 16,940.00	\$ 20.00	\$ 24,200.00
7 Stabilization Fabric	1,210	S.Y.	\$ 5.00	\$ 6,050.00	\$ 2.00	\$ 2,420.00	\$ 1.50	\$ 1,815.00
8 Crushed Aggregate Base Course (6-Inches Thick)	1,210	S.Y.	\$ 12.00	\$ 14,520.00	\$ 9.00	\$ 10,890.00	\$ 17.00	\$ 20,570.00
9 Bituminous Surface Course (50 Blow) (4-Inches Thick)	271	Ton	\$ 40.00	\$ 10,840.00	\$ 34.00	\$ 9,214.00	\$ 120.00	\$ 32,520.00
10 Bituminous Material (PG 64-28)	19	Ton	\$ 800.00	\$ 15,200.00	\$ 600.00	\$ 11,400.00	\$ 0.01	\$ 0.19
11 Bituminous Prime Coat	353	Gallons	\$ 5.00	\$ 1,765.00	\$ 4.00	\$ 1,412.00	\$ 5.40	\$ 1,906.20
12 Bituminous Tack Coat	177	Gallons	\$ 4.50	\$ 796.50	\$ 0.01	\$ 1.77	\$ 0.01	\$ 1.77
13 Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
14 Pavement Marking	325	S.F.	\$ 0.75	\$ 243.75	\$ 1.00	\$ 325.00	\$ 1.50	\$ 487.50
15 24-Inch Reinforced Concrete Pipe Culvert (2000D)	110	L.F.	\$ 60.00	\$ 6,600.00	\$ 72.00	\$ 7,920.00	\$ 75.00	\$ 8,250.00
16 24-Inch Concrete Pipe FES	2	Each	\$ 800.00	\$ 1,600.00	\$ 1,000.00	\$ 2,000.00	\$ 1,230.00	\$ 2,460.00
17 4-Inch Pipe Underdrain	510	L.F.	\$ 10.00	\$ 5,100.00	\$ 12.00	\$ 6,120.00	\$ 32.00	\$ 16,320.00
18 Hydraulic Seeding and Mulching	0	Acre	\$ 2,500.00	\$ 1,000.00	\$ 1,400.00	\$ 560.00	\$ 1,675.00	\$ 670.00
		TOTAL SCHEDULE III	\$	114,385.25	\$	\$161,457.77	\$	\$145,215.66

ARMSTRONG CONSULTANTS, INC.
 861 ROOD AVE.
 GRAND JCT., CO 81501

SPANISH FORK-SPRINGVILLE AIRPORT
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BID TABULATION

<u>SCHEDULE III - CONSTRUCT TAXIWAY A1</u>		<u>STAKER PARSON</u>		<u>GORAN, LLC.</u>	
<u>ITEM</u>	<u>QUAN.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>	<u>EXTENSION</u>
1 Mobilization	1	L.S.	\$6,000.00	\$ 6,000.00	\$ 45,175.00
2 Watering	Incidental	Incidental	Incidental	Incidental	Incidental
3 Clearing & Grubbing	Incidental	Incidental	Incidental	Incidental	Incidental
4 Embankment	1,565	C.Y.	\$30.00	\$ 46,950.00	\$ 14.40
5 Controlled Low Strength Material	Incidental	Incidental	Incidental	Incidental	Incidental
6 Subbase Course (13.5-Inches Thick)	1,210	S.Y.	\$20.00	\$ 24,200.00	\$ 14.60
7 Stabilization Fabric	1,210	S.Y.	\$1.30	\$ 1,573.00	\$ 1.80
8 Crushed Aggregate Base Course (6-Inches Thick)	1,210	S.Y.	\$7.00	\$ 8,470.00	\$ 6.70
9 Bituminous Surface Course (50 Blow) (4-Inches Thick)	271	Ton	\$88.00	\$ 23,848.00	\$ 93.25
10 Bituminous Material (PG 64-28)	19	Ton	\$0.01	\$ 0.19	\$ 93.25
11 Bituminous Prime Coat	353	Gallons	\$4.00	\$ 1,412.00	\$ 4.90
12 Bituminous Tack Coat	177	Gallons	\$0.01	\$ 1.77	\$ 1.73
13 Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental	Incidental
14 Pavement Marking	325	S.F.	\$1.00	\$ 325.00	\$ 1.05
15 24-Inch Reinforced Concrete Pipe Culvert (2000D)	110	L.F.	\$66.00	\$ 7,260.00	\$ 63.00
16 24-Inch Concrete Pipe FES	2	Each	\$650.00	\$ 1,300.00	\$ 687.50
17 4-Inch Pipe Underdrain	510	L.F.	\$14.00	\$ 7,140.00	\$ 10.40
18 Hydraulic Seeding and Mulching	0	Acre	\$1,200.00	\$ 480.00	\$ 1,175.00
		TOTAL SCHEDULE III	\$	\$ 128,959.96	\$ 139,160.66

ARMSTRONG CONSULTANTS, INC.
 861 HOOD AVE.
 GRAND JCT., CO 81501

SPANISH FORK-SPRINGVILLE AIRPORT
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 BID DATE: July 30, 2012 10:00 A.M. MDT

BID TABULATION

SCHEDULE IV – MODIFY RUNWAY 12/30 LIGHTING & RUNWAY AND TAXIWAY SIGNAGE

ITEM	QUAN.	UNIT	ENGINEER'S ESTIMATE		GRANITE CONSTRUCTION		VAN CON. INC.	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 2,000.00	\$ 2,000.00
2 Controlled Low Strength Material	Incidental	Incidental			Incidental	Incidental	Incidental	Incidental
3 Structural Portland Cement Concrete	3,845	Incidental			Incidental	Incidental	Incidental	Incidental
4 Trenching for Direct-Buried Counterpoise Wire	3,845	L.F.	\$2.25	\$ 8,651.25	1.00	\$ 3,845.00	1.50	\$ 5,767.50
5 Bare No. 6 Counterpoise Wire, Installed in Trench	3,845	L.F.	\$2.50	\$ 9,612.50	1.00	\$ 3,845.00	1.30	\$ 4,998.50
6 No. 8 AWG L-824C Cable, Installed in Conduit	6,500	L.F.	\$2.20	\$ 14,300.00	1.00	\$ 6,500.00	1.90	\$ 12,350.00
7 20kW Regulator with Control Equipment	1	L.S.	\$35,000.00	\$ 35,000.00	\$ 20,000.00	\$ 20,000.00	\$ 24,500.00	\$ 24,500.00
8 2-Inch PVC Duct (Direct Earth Burial)	6,500	L.F.	\$4.50	\$ 29,250.00	5.00	\$ 32,500.00	5.30	\$ 34,450.00
9 Base Mounted Medium Intensity Runway Edge Light (L-861)	17	Each	\$900.00	\$ 15,300.00	800.00	\$ 13,600.00	950.00	\$ 16,150.00
10 Base Mounted Medium Intensity Threshold Light (L-861SE)	16	Each	\$300.00	\$ 4,800.00	700.00	\$ 11,200.00	1,000.00	\$ 16,000.00
11 Relocate Lighted Guidance Sign Panel	9	Each	\$200.00	\$ 1,800.00	62.00	\$ 558.00	75.00	\$ 675.00
12 Relocate Lighted Guidance Sign	3	Each	\$3,000.00	\$ 9,000.00	7,400.00	\$ 22,200.00	1,690.00	\$ 5,070.00
13 New Lighted Guidance Sign (2 Module)	3	Each	\$3,500.00	\$ 10,500.00	3,800.00	\$ 11,400.00	4,600.00	\$ 13,800.00
14 New Lighted Guidance Sign (3 Module)	2	Each	\$4,500.00	\$ 9,000.00	4,100.00	\$ 8,200.00	5,000.00	\$ 10,000.00
15 Splice Base	2	Each	\$700.00	\$ 1,400.00	620.00	\$ 1,240.00	750.00	\$ 1,500.00
16 Splice Base with Extension	6	Each	\$800.00	\$ 4,800.00	750.00	\$ 4,500.00	920.00	\$ 5,520.00
17 L-880 Precision Approach Path Indicator (PAPI-4) System	2	Each	\$45,000.00	\$ 90,000.00	21,000.00	\$ 42,000.00	26,100.00	\$ 52,200.00
18 L-849 I, Style C REIL System	2	Each	\$8,000.00	\$ 16,000.00	13,000.00	\$ 26,000.00	15,300.00	\$ 30,600.00
19 Modify Existing Runway Edge Lights to be 24 Inches	46	Each	\$200.00	\$ 9,200.00	87.00	\$ 4,002.00	100.00	\$ 4,600.00
TOTAL SCHEDULE IV				\$ 278,613.75		\$ 229,590.00		\$ 240,181.00

ARMSTRONG CONSULTANTS, INC.
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BID TABULATION

SCHEDULE IV – MODIFY RUNWAY 12/30 LIGHTING & RUNWAY AND TAXIWAY SIGNAGE

ITEM	QUAN.	UNIT	STAKER PARSON		GORAN, LLC.	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$ 29,000.00	\$ 29,000.00	\$ 13,000.00	\$ 13,000.00
2 Controlled Low Strength Material	Incidental	Incidental			Incidental	Incidental
3 Structural Portland Cement Concrete	Incidental	Incidental			Incidental	Incidental
4 Trenching for Direct-Buried Counterpoise Wire	3,845	L.F.	\$ 1.10	\$ 4,229.50	\$ 1.10	\$ 4,229.50
5 Bare No. 6 Counterpoise Wire, Installed in Trench	3,845	L.F.	\$ 0.90	\$ 3,460.50	\$ 0.92	\$ 3,537.40
6 No. 8 AWG L-824C Cable, Installed in Conduit	6,500	L.F.	\$ 1.30	\$ 8,450.00	\$ 1.35	\$ 8,775.00
7 20kW Regulator with Control Equipment	1	L.S.	\$ 17,000.00	\$ 17,000.00	\$ 17,263.00	\$ 17,263.00
8 2-Inch PVC Duct (Direct Earth Burial)	6,500	L.F.	\$ 3.60	\$ 23,400.00	\$ 3.80	\$ 24,700.00
9 Base Mounted Medium Intensity Runway Edge Light (L-861)	17	Each	\$ 665.00	\$ 11,305.00	\$ 699.10	\$ 11,884.70
10 Base Mounted Medium Intensity Threshold Light (L-861SE)	16	Each	\$ 725.00	\$ 11,600.00	\$ 761.70	\$ 12,187.20
11 Relocate Lighted Guidance Sign Panel	9	Each	\$ 52.00	\$ 468.00	\$ 53.90	\$ 485.10
12 Relocate Lighted Guidance Sign	3	Each	\$ 1,200.00	\$ 3,600.00	\$ 1,186.80	\$ 3,560.40
13 New Lighted Guidance Sign (2 Module)	3	Each	\$ 3,100.00	\$ 9,300.00	\$ 3,236.80	\$ 9,710.40
14 New Lighted Guidance Sign (3 Module)	2	Each	\$ 3,400.00	\$ 6,800.00	\$ 3,560.50	\$ 7,121.00
15 Splice Base	2	Each	\$ 515.00	\$ 1,030.00	\$ 539.50	\$ 1,079.00
16 Splice Base with Extension	6	Each	\$ 615.00	\$ 3,690.00	\$ 647.40	\$ 3,884.40
17 L-880 Precision Approach Path Indicator (PAPI-4) System	2	Each	\$ 18,000.00	\$ 36,000.00	\$ 18,342.00	\$ 36,684.00
18 L-849 I, Style C REIL System	2	Each	\$ 11,000.00	\$ 22,000.00	\$ 10,750.28	\$ 21,500.56
19 Modify Existing Runway Edge Lights to be 24 Inches Tall	46	Each	\$ 72.00	\$ 3,312.00	\$ 74.90	\$ 3,445.40
TOTAL SCHEDULE IV			\$	\$ 194,645.00	\$	\$ 183,047.06

ARMSTRONG CONSULTANTS, INC.
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SCHEDULE V – TAXIWAY LIGHTING SYSTEM

ITEM	QUAN.	UNIT	ENGINEER'S ESTIMATE		GRANITE CONSTRUCTION		VAN CON, INC.	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$10,000.00	\$ 10,000.00	\$ 24,000.00	\$ 24,000.00	\$ 2,000.00	\$ 2,000.00
2 Remove Retroreflective Edge Markers	66	Each	\$11.00	726.00	37.00	2,442.00	46.00	3,036.00
3 Controlled Low Strength Material	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
4 Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
5 Trenching for Direct-Buried Counterpoise Wire	15,080	L.F.	\$2.25	33,930.00	1.00	15,080.00	1.50	22,620.00
6 Bare No. 6 Counterpoise Wire, Installed in Trench	15,080	L.F.	\$2.50	37,700.00	1.00	15,080.00	1.30	19,604.00
7 No. 8 AWG L-824C Cable, Installed in Conduit	16,400	L.F.	\$2.20	36,080.00	1.00	16,400.00	1.90	31,160.00
8 2-Inch PVC Duct (Direct Earth Burial)	16,400	L.F.	\$4.50	73,800.00	4.50	73,800.00	5.40	88,560.00
9 3-Inch AWWA C202 Jacked Steel Duct	45	L.F.	\$80.00	3,600.00	125.00	5,625.00	150.00	6,750.00
10 Base Mounted Medium Intensity Taxiway Edge Light (L-861T)	136	Each	\$750.00	102,000.00	800.00	108,800.00	950.00	129,200.00
11 Splice Base	2	Each	\$700.00	1,400.00	750.00	1,500.00	920.00	1,840.00
TOTAL SCHEDULE V				299,236.00		262,727.00		304,770.00

SCHEDULE V – TAXIWAY LIGHTING SYSTEM

ITEM	QUAN.	UNIT	STAKER PARSON		GORAN, LLC.	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
2 Remove Retroreflective Edge Markers	66	Each	\$ 40.80	2,692.80	21.60	1,425.60
3 Controlled Low Strength Material	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
4 Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
5 Trenching for Direct-Buried Counterpoise Wire	15,080	L.F.	1.02	15,381.60	1.10	16,588.00
6 Bare No. 6 Counterpoise Wire, Installed in Trench	15,080	L.F.	0.87	13,119.60	0.92	13,873.60
7 No. 8 AWG L-824C Cable, Installed in Conduit	16,400	L.F.	1.27	20,828.00	1.35	22,140.00
8 2-Inch PVC Duct (Direct Earth Burial)	16,400	L.F.	3.57	58,548.00	3.80	62,320.00
9 3-Inch AWWA C202 Jacked Steel Duct	45	L.F.	101.99	4,589.55	107.90	4,855.50
10 Base Mounted Medium Intensity Taxiway Edge Light (L-861T)	136	Each	660.91	89,883.76	699.10	95,077.60
11 Splice Base	2	Each	\$ 611.95	1,223.90	647.40	1,294.80
TOTAL SCHEDULE V				207,767.21		219,575.10

ARMSTRONG CONSULTANTS, INC.
861 ROOD AVE.
GRAND JCT., CO 81501

SPANISH FORK-SPRINGVILLE AIRPORT
AIP NO. 3-49-0034-21
ACI # 116058a
BID DATE: July 30, 2012 10:00 A.M. MDT

BID TABULATION

SCHEDULE VI – OFFSITE ROAD IMPROVEMENTS

ITEM	QUAN.	UNIT	ENGINEER'S ESTIMATE		GRANITE CONSTRUCTION		VAN CON, INC.	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00	\$ 50,000.00	\$ 15,000.00	\$ 15,000.00
2 Remove Asphalt Pavement (Full Depth)	2,815	S.Y.	\$ 3.00	\$ 8,445.00	\$ 2.00	\$ 5,630.00	\$ 2.00	\$ 5,630.00
3 Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
4 Clearing & Grubbing	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
5 Off-Site Untreated Base Course (6 Inches Thick)	940	S.Y.	\$ 10.00	\$ 9,400.00	\$ 9.50	\$ 8,930.00	\$ 12.00	\$ 11,280.00
6 Off-Site Untreated Base Course (4 Inches Thick)	6,445	S.Y.	\$ 7.00	\$ 45,115.00	\$ 9.00	\$ 58,005.00	\$ 10.00	\$ 64,450.00
7 Off-Site Asphalt Milling	615	S.F.	\$ 5.00	\$ 3,075.00	\$ 6.50	\$ 3,997.50	\$ 8.00	\$ 4,920.00
8 Off-Site Asphalt Pavement	270	Ton	\$ 140.00	\$ 37,800.00	\$ 60.00	\$ 16,200.00	\$ 148.00	\$ 39,960.00
9 Off-Site Asphalt Overlay	160	Ton	\$ 140.00	\$ 22,400.00	\$ 60.00	\$ 9,600.00	\$ 175.00	\$ 28,000.00
10 Controlled Low Strength Material	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
11 Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
12 Wire Fence with Steel Posts	1,605	L.F.	\$ 9.00	\$ 14,445.00	\$ 5.00	\$ 8,025.00	\$ 6.00	\$ 9,630.00
13 Steel Tubing Driveway Gate (16 foot)	2	Each	\$ 500.00	\$ 1,000.00	\$ 1,100.00	\$ 2,200.00	\$ 1,200.00	\$ 2,400.00
14 18-Inch Reinforced Concrete Pipe Culvert	2,175	L.F.	\$ 60.00	\$ 130,500.00	\$ 72.00	\$ 156,600.00	\$ 64.00	\$ 139,200.00
15 Irrigation Control Structure with 2 Head Gates	1	Each	\$ 8,000.00	\$ 8,000.00	\$ 1,900.00	\$ 1,900.00	\$ 9,000.00	\$ 9,000.00
TOTAL SCHEDULE VI				\$ 290,180.00		\$ 321,087.50		\$ 329,470.00

SCHEDULE VI – OFFSITE ROAD IMPROVEMENTS

ITEM	QUAN.	UNIT	STAKER PARSON		GORAN, LLC.	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$ 33,000.00	\$ 33,000.00	\$ 34,306.00	\$ 34,306.00
2 Remove Asphalt Pavement (Full Depth)	2,815	S.Y.	\$ 2.75	\$ 7,741.25	\$ 3.90	\$ 10,978.50
3 Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
4 Clearing & Grubbing	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
5 Off-Site Untreated Base Course (6 Inches Thick)	940	S.Y.	\$ 22.00	\$ 20,680.00	\$ 5.60	\$ 5,264.00
6 Off-Site Untreated Base Course (4 Inches Thick)	6,445	S.Y.	\$ 6.00	\$ 38,670.00	\$ 3.75	\$ 24,168.75
7 Off-Site Asphalt Milling	615	S.F.	\$ 7.00	\$ 4,305.00	\$ 2.15	\$ 1,322.25
8 Off-Site Asphalt Pavement	270	Ton	\$ 110.00	\$ 29,700.00	\$ 97.10	\$ 26,217.00
9 Off-Site Asphalt Overlay	160	Ton	\$ 130.00	\$ 20,800.00	\$ 102.50	\$ 16,400.00
10 Controlled Low Strength Material	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
11 Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
12 Wire Fence with Steel Posts	1,605	L.F.	\$ 5.00	\$ 8,025.00	\$ 4.70	\$ 7,543.50
13 Steel Tubing Driveway Gate (16 foot)	2	Each	\$ 950.00	\$ 1,900.00	\$ 906.30	\$ 1,812.60
14 18-Inch Reinforced Concrete Pipe Culvert	2,175	L.F.	\$ 60.00	\$ 130,500.00	\$ 49.90	\$ 108,532.50
15 Irrigation Control Structure with 2 Head Gates	1	Each	\$ 7,200.00	\$ 7,200.00	\$ 6,688.10	\$ 6,688.10
TOTAL SCHEDULE VI				\$ 302,521.25		\$ 243,233.20

ARMSTRONG CONSULTANTS, INC.
861 ROOD AVE.
GRAND JCT., CO 81501

SPANISH FORK-SPRINGVILLE AIRPORT
AIP NO. 3-49-0034-21
ACI # 116058a
BID DATE: July 30, 2012 10:00 A.M. MDT
BID TABULATION

TOTAL ALL SCHEDULES ENGINEER'S ESTIMATE GRANITE CONSTRUCTION VAN CON, INC.
\$3,478,201.65 \$3,312,137.03 \$3,899,850.91

STAKER PARSON
\$2,896,715.77 GORAN, L.L.C.
\$2,795,391.11

NOTICE OF AWARD
FOR
A.I.P. PROJECT NO. 3-49-0034-21
SPANISH FORK - SPRINGVILLE AIRPORT

TO: Goran, LLC.
505 North 1500 West
Orem, UT 84057

The OWNER has considered the Bid submitted by you for the above described Work in response to its Invitation for Bids and Instructions to Bidders.

You are hereby notified that your Bid has been accepted in the amount of Two Million, One Hundred Three Thousand, Ninety-Eight and 37/100 Dollars (\$2,103,098.37).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance, Payment and Maintenance Bonds and Proofs of Insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Proofs of Insurance within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this _____ day of _____, 2013.

CITIES OF SPANISH FORK AND SPRINGVILLE, UTAH
(Owners)

By _____, Mayor, Spanish Fork, Utah

By _____, Mayor, Springville, Utah

Address: 40 South Main Street
Spanish Fork, Utah 84660
Telephone: (801) 804-4500

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

Goran, LLC., Contractor

By: _____

Date: _____

Title: _____

Telephone: _____



STAFF REPORT

DATE: Thursday, August 29, 2013

TO: The Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF LEASING PROPERTY LOCATED AT APPROXIMATELY 1496 NORTH SPRING MOUNTAIN DRIVE TO ERIC NORD.

RECOMMENDATION

Motion to Approve the execution of a lease with Eric Nord that will allow him to utilize property immediately north of his property that is located at 1496 North Spring Mountain Drive.

BACKGROUND:

The City was recently approached by Eric Nord, who has requested to lease property immediately north of his property located 1496 North Spring Mountain Drive. Mr. Nord has already been taking care of the property. The property that Mr. Nord wants to lease is approximately 2,500 square feet and is property that the City owns in order to extend a road for a possible development to the east of the Morningside Subdivision. The City does not have any near future plans to construct the necessary improvements to install the road. The area that Mr. Nord would occupy under the lease is shown on the attached map.

The lease runs until 2037, is for \$100 a year and allows the City to terminate it for any or no reason with a six month notice. The six month termination provision will allow the City, with good planning, to terminate the lease prior to commencing any construction across the property. The lease does allow the lessee to assign it with prior written permission from the City.

In addition, the lease provides additional liability insurance coverage to the property and requires the owner to indemnify the City for any injuries or damage associated with the owner's use of the property. This will reduce the City's risk associated with the property and better ensure that the property is being taken care of.

FISCAL IMPACT:

The City will receive \$100 per year.

Attachment: Lease Agreement
Map of Property

CITY COUNCIL AGENDA

LAND LEASE

This Agreement, made this ___ day of _____, 2013, by and between Eric Nord, with an address of 1496 North Spring Mountain Dr., Springville, UT, 84663, (Lessee) and Springville City with an address of 110 South Main Street, Springville, UT, 84663 (Lessor).

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, the Lessor and Lessee agree to the following:

1. Grant: Lessor hereby leases to Lessee that property (excluding any driveways) located in Springville City between those lots with parcel serial numbers 52:669:0019 and 46:581:0015 (the "Leased Property"). The Leased Property is more particularly illustrated in the attached Exhibit A.

2. Term: The term of the Lease shall be from the effective date until the first (1st) day of January of 2037 and shall be renewable upon the mutual agreement of both parties.

3. Rent: The yearly nonrefundable rental of \$100.00 shall be due by the 5th day of January in each respective year of the lease. The first year (2013) being pro-rated from the effective date to December 31, 2013, due upon execution of the Agreement. Tenant will be in default if he fails to pay rent when due and the default continues for thirty (30) days after delivery of written demand by Lessor for payment of the rent or possession of the Property.

4. Repairs and Improvements: The parties acknowledge and agree that the Lessor leases the Leased Property to Lessee as is, where is, with no warranty or other promise of fitness. The Lessor shall not be required to make any repairs, alterations, additions or improvements to or upon the Leased Property during the term of this Lease; the Lessee hereby agrees to maintain and keep the Leased Property in good order and repair during the entire term of this Lease at Lessee's own cost and expense.

5. Insurance: The Lessee does hereby covenant for himself, his executors, administrators, and assigns that he will, during the term hereby created, maintain general liability insurance that names the Lessor as an additional insured with some responsible company in the sum of not less than \$100,000.00 and will exhibit, upon request, the policies of insurance.

6. Indemnification: Lessee, at his own expense, further agrees to protect, indemnify and hold harmless the Lessor, its elected and appointed officials, employees and volunteers and their agents from any and all claims, demands, judgments, expenses, suit and all other damages of every kind and nature, made, rendered or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to the Lessee's use of the Leased Property.

7. Lessee Obligations: Lessee agrees that neither he, nor his executor, administrators and assigns will construct, place, or cause to be placed any permanent structure on the Leased Property, except as otherwise stated herein.

- a. Lessee shall be entitled to erect a residential-type fence surrounding part, or all, of the Leased Property.
- b. Lessee shall be entitled to landscape the Leased Property, including the installation of a residential type sprinkling system.
- c. Lessee shall maintain the Leased Property in good and clean order.

8. Quiet Enjoyment: The Lessor hereby covenants that the Lessee, upon paying the rentals and performing the covenants incumbent upon him shall, and may, peaceably and quietly have, hold and enjoy the Property hereby leased during the term hereof.

9. Termination:

- a. For Cause: The Lessor may, after thirty days written notice of Lessee's default, and upon Lessee's failure to remedy, reenter the Property and take possession of the same without further notice to Lessee.
- b. For Convenience: The Lessor may terminate this Agreement for convenience upon 180 days written notice to Lessee.
- c. Emergency: The Lessor may, in the event of a compelling emergency, enter and repossess the Property for the duration of the emergency, then return the Property to Lessee, where practicable, in substantially the same condition as when the Lessor took possession of the Property.

10. Assignment: Lessee may assign this Lease to a subsequent owner/occupier of the home located at 1496 North Spring Mountain Drive, Springville, Utah with the written consent of the Lessor, which consent shall not be unreasonably withheld.

11. Merger: This Agreement constitutes the complete statement of the parties Agreement and supersedes any prior terms, representations, or agreements whether made orally or in writing.

12. Modification: This Agreement may only be modified by the mutual written consent of both parties.

13. Venue: This Agreement is governed by the laws of the State of Utah and any dispute shall be finally resolved by the courts of the Fourth District of the State of Utah.

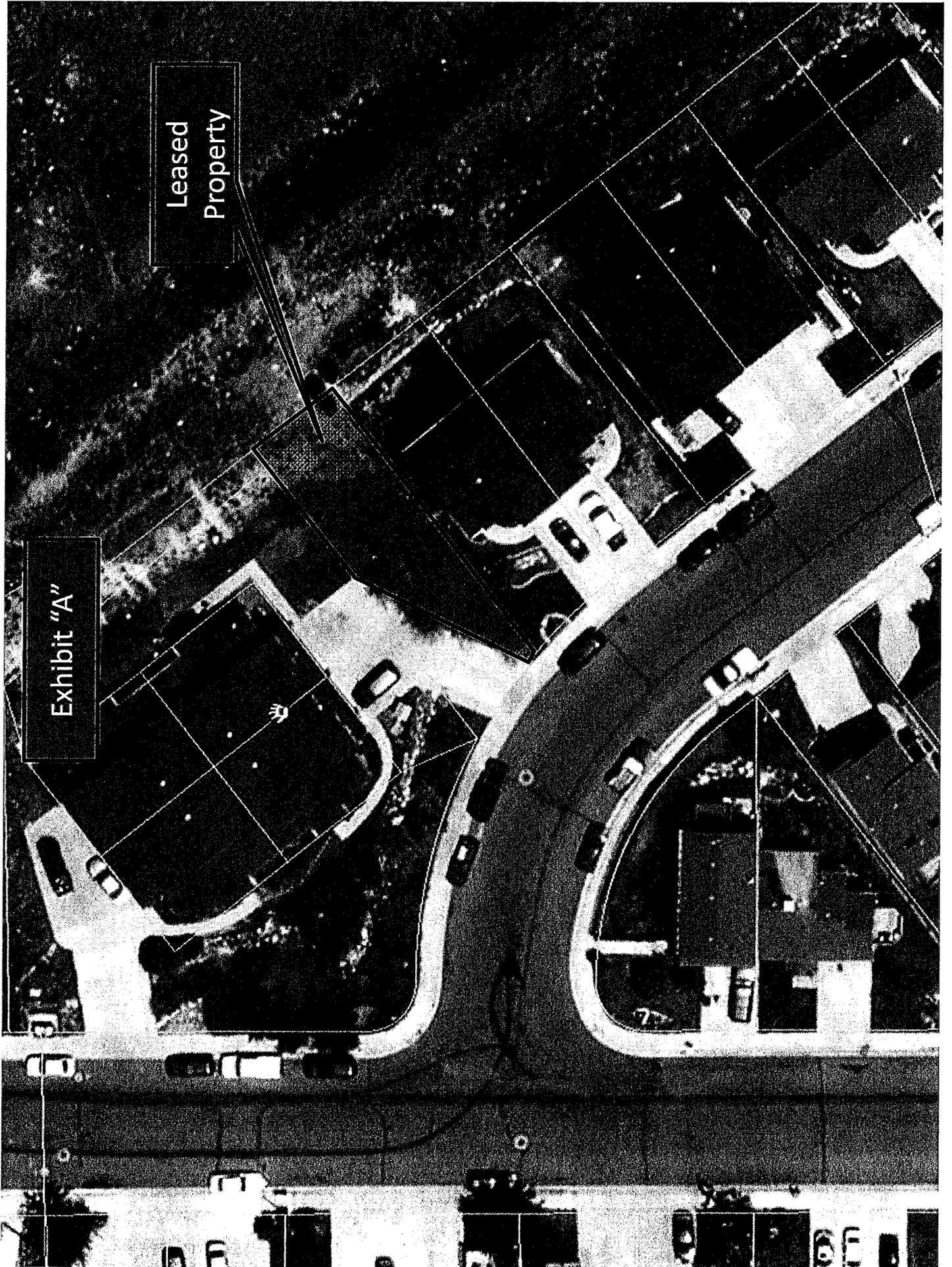
Effective as of the date set forth above;

Eric Nord (Lessee)

Mayor Wilford Clyde
For Springville City (Lessor)

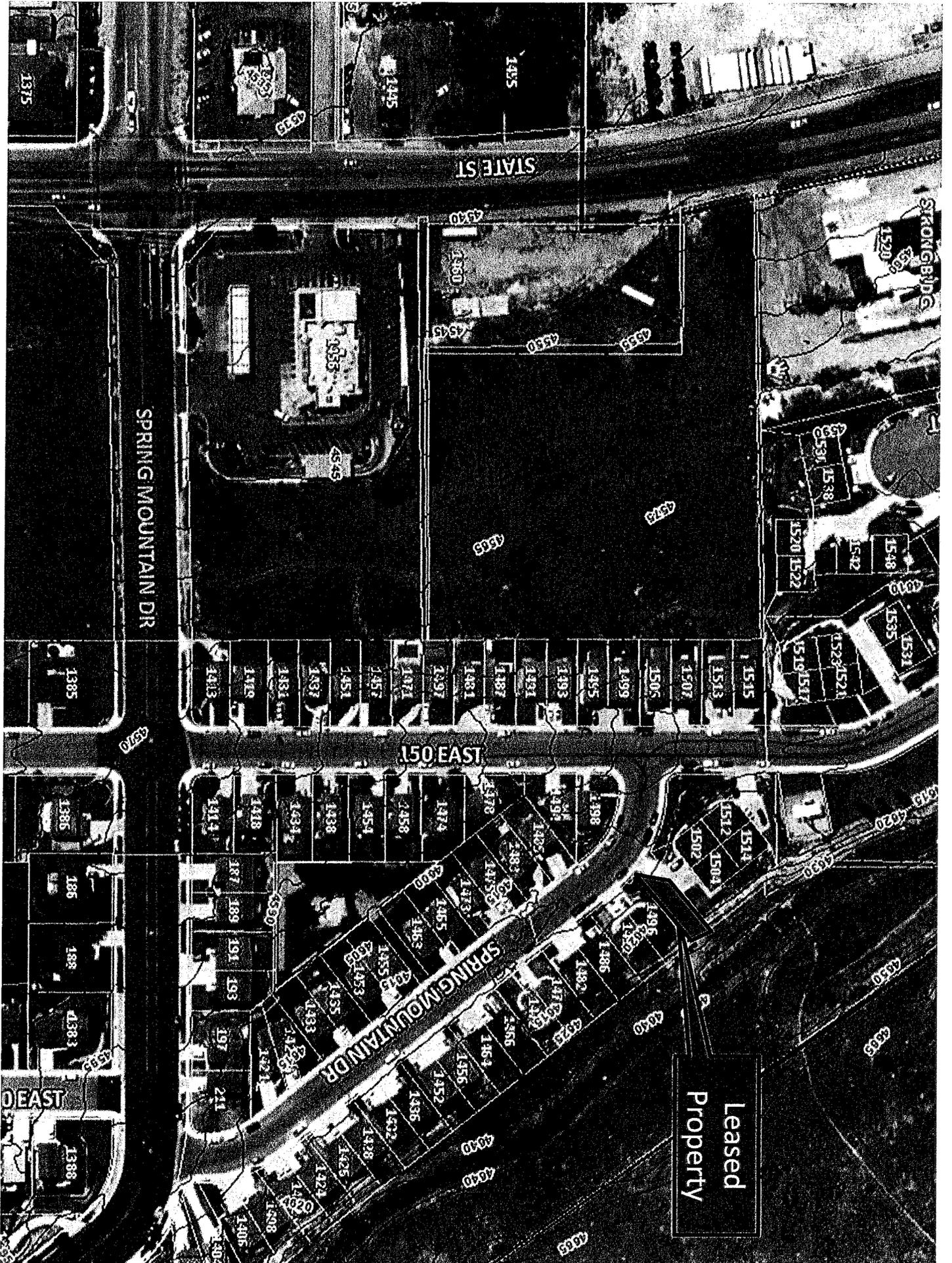
Attest

Venla Gubler, City Recorder



Leased
Property

Exhibit "A"



Leased
Property



STAFF REPORT

DATE: May 15, 2013
TO: Springville City Council
FROM: Chief Scott Finlayson
SUBJECT: **No Camping Ordinance in Springville without Consent**

RECOMMENDATION:

Approve Springville City Ordinance 8-4-103, Camping or Lodging on Property Without Consent; and amend Springville City Ordinance 8-4-112, Offenses in Public Parks, Recreational Areas, and Cemeteries, and Near Mass Gatherings as provided.

DISCUSSION:

Over the course of the past couple of years Springville City has seen a marked increase in the number of persons who are camping out on private and public property. The result of individuals camping out on public and private property is littering, unsanitary conditions, increased crime, and abandonment of property.

Springville City takes great pride in our parks, open spaces and waterways. This summer we have had noted a problem with homeless individuals camping for extended periods of time along Hobble Creek, in City parks and near the Flying J truck stop. We have also located individuals camping on private property in undeveloped lots in town. These individuals have been asked to move on. Many times we find the return a few days later. They generally leave behind trash and personal property that the City must clean up, dispose of or store. In most locations there are no restroom facilities and the individuals who occupying these locations use the bushes, waterways or containers they leave behind as their restroom which leaves the area unsanitary. When campers are found, those in the neighborhood call the police with concerns and fears of crime, lewd behavior and concerns for their children's welfare.

Utah County, the State of Utah and local churches have provided many opportunities for the homeless to have places to stay and food to eat. Between the LDS church social services (food, clothing, shelter, transient Bishop and social services) and the local and state government assistance (Food & Care Coalition, Traveler's Aid and Community Action programs) those that are homeless or needy have resources available that do not require them to camp out on private and public properties.

We have had these same issues with individuals who are homeless camping on private property, most often vacant land, without the owner's permission. The same issues of littering and sanitation present themselves here as well. While this ordinance prohibits unauthorized camping

it does allow any government agency or private property owner to give permission for individuals to stay on property overnight for legitimate events.

FISCAL IMPACT:

None.

PHOTOGRAPHS OF PROBLEM



Name: Chief Scott Finlayson
Title: Public Safety Director/Chief of Police

cc: Troy Fitzgerald
enc: Proposed new ordinance and amended ordinance.

NEW CODE SECTION:

8-4-103 Camping or Lodging on Property Without Consent

(1) The following definitions are applicable in this chapter:

(a) "Camp" means any place that has been used or occupied as a temporary place to live, for any length of time, as evidenced by a camp facility being pitched, erected or otherwise constructed, used, or occupied for the purposes of human habitation, and/or by the use of camp paraphernalia, litter, trash, waste, and garbage, as well as any other factors that support the location being used as a camp. This definition is not intended to apply to individuals using a day use recreational area for the limited time such day use recreational area is open to the public.

(b) "Camp facilities" include, but are not limited to, tents, huts, cardboard boxes, temporary shelters, or vehicles, including, but not limited to, recreational vehicles, if said vehicle is being used as temporary living quarters.

(c) "Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, bedding, sleeping bags, blankets, mattresses, mats, hammocks or non-city-designated cooking facilities or fire and/or similar equipment.

(2) No person shall camp within any park, parkway, recreation area, open space or other city property within Springville City limits without written permission of the Building and Grounds Director. The finding of camp facilities or camp paraphernalia shall be evidence of camping under this section whether or not persons are present.

(3) No person shall camp within any public property other than city property or any private property without first having obtained:

(a) Permission of the authorized officer of such public property; or

(b) Permission of the owner of private property.

(4) Testimony by an agent of the persons specified in (3)(a) or (3)(b) of this section that such agent is the person who grants permission to camp or lodge upon such property, or that in the course of such agent's duties such agent would be aware of permission and that no such permission was given, is prima facie evidence of that fact.

AMENDED CODE:

8-4-112 Offenses in Public Parks, Recreational Areas, and Cemeteries, and Near Mass Gatherings.

(1) Definitions:

(a) “Public park” means and includes City-owned parks, children’s playgrounds, public squares, ball diamonds, golf courses, soccer fields and other recreation areas, City-owned cemeteries and trails, but not designated smoking areas specified by the City.

(b) “Mass gathering” means an outdoor assembly of one hundred (100) or more people on City-owned property that reasonably can be expected to continue for two (2) or more hours.

(c) “Smoke” or “smoking” means and includes: possessing, carrying, or holding a lighted pipe, cigar, or cigarette of any kind, or any other lighted smoking equipment, or the lighting or emitting or exhaling of smoke of a pipe, cigar, or cigarette of any kind, or of any other lighted smoking equipment.

(2) It shall be unlawful for any person to do any of the following acts within a public park:

~~(a) To camp or erect any tent or shelter without first obtaining a written permit to do so from the Buildings and Grounds Director.~~

~~(b)~~ (a) To build or ignite any fire, except in receptacles provided for that purpose, without first obtaining written permission to do so from the Buildings and Grounds Director.

~~(c)~~ (b) To leave or deposit rubbish or refuse anywhere, except in containers provided for that purpose.

~~(d)~~ (c) To pick, cut, damage or destroy any tree, flower, vine, shrub or plant life of any kind.

~~(e)~~ (d) To have in his or her possession any firearm, except as permitted by State law.

~~(f)~~ (e) To pollute any creek or stream of water.

~~(g)~~ (f) To have in his possession or consume any beer or other alcoholic beverage.

~~(h)~~ (g) To bring animals of any kind into a park, except a dog on a leash, unless otherwise posted.

~~(i)~~ (h) To engage in any activity which is specifically prohibited by rules or regulations posted at the park.

(3) It shall be unlawful for any person to bring any animal, including dogs on a leash, into Spring Acres Park during any public performance except when such animals are an approved part of a performance.

(4) Smoking is hereby prohibited in public parks, within twenty-five feet (25') of bus stops, and within fifty feet (50') of mass gatherings, except where the prohibited area falls on private property. A violation of this subsection is an infraction punishable by a fine not to exceed \$25.00 but not by imprisonment. Police officers shall have the discretion to issue a warning if they deem it is in the best interests of the City for the first offense.



STAFF REPORT

DATE: August 28, 2013
TO: Mayor and City Council
FROM: Jeffrey L. Anderson, City Engineer
SUBJECT: **SPRINGVILLE PRESSURIZED IRRIGATION SYSTEM,
PHASE 1B – INFILL LINES, CHANGE ORDER #1**

RECOMMENDED ACTION

Motion to:

- Approve Change Order #1 for the Springville PI System, Phase 1B – Infill Lines project in the amount not to exceed \$105,000 to install additional pressurized irrigation lines and services in Plat A of Pheasant Meadows Subdivision and reduce the scope of work for the contractor on 950 West and 1600 South.

SUMMARY OF ISSUES/FOCUS OF ACTION

On July 8, 2013, the City Council approved a motion to award the Springville PI System, Phase 1B – Infill Lines project to BD Bush Construction in the amount of \$506,000.00. This project consisted of installing approximately 8,050 LF of C-900 pressure irrigation pipe ranging from 6" to 12" in various Springville City streets. The project will connect existing pipes located in subdivisions in the Westfields area in preparation for connection to the pressure irrigation system. The contractor has proceeded forward with the project and has completed the installation of a majority of the lines in a very timely and effective manner. In a few instances, field conditions have not coincided with construction documents or circumstances have changed since the award of the contract. The plans were created using the best information available at the time (as-built and construction plans from existing subdivisions and survey data collected in the field). In some instances this information has proven to be lacking. Consequently some changes have been required to the scope of work for this project. The above change order amount reflects both additions to the scope of work for the contractor and credits back to the City for work no longer needed to be performed.

SCOPE OF WORK

The proposed change order reflects there (3) change in conditions discovered during construction as are as follows:

CITY COUNCIL AGENDA

T:\Projects\2013\PI - Phase 1\Phase 1B - Infill Lines\Text\Springville PI System Phase 1B - Infill Lines CO#1_Staff Report.doc

1. It was discovered the Plat A of Pheasant Meadows subdivision (located south of Center Street between 550 W and 400 W) did not install pressurized irrigation lines or services as was previously thought. Lines and valves were located and surveyed in Plat B and it was assumed that the installation continued through all phases. Consequently to provide PI service to 32 homes in Plat A, 2276 linear feet of pipe and 32 individual PI services will need to be installed. The estimated cost for this addition to the scope will be roughly \$166,500.
2. Since the preparation of the plans and ward of the project, a commercial subdivision south of 400 South between 950 W and 550 West was approved for construction. The developer called on his plans to install 650 linear feet of 12-inch PI line on 950 West as part of his development requirements. That same section of line was included with the PI Phase 1B project as well. The Phase 1B plans were amended, and 650 linear feet of pipe removed from the contractor's responsibility, to be installed by the Stonehenge development. The value of this change was approximately \$44,500 credited back to the City.
3. During installation of lines along 1600 South it was discovered that when the power substation (located just west of 1200 West on 1600 South) was constructed they installed a 10-inch PI line along the frontage in 1600 South. The construction plans used for the Phase 1B design did not reflect this installation. None the less, the contractor was directed to connect the new line to the newly discovered line and 627 linear feet was removed from the contractor's responsibility. The value of this change was approximately \$19,000 credited back to the City.

FISCAL IMPACT

The PI Phase 1B – Infill Lines project was awarded for \$621,910. The PI Phase 1A – Bartholomew Pond project was awarded for \$2,055,119.70. The first payment of the CUWCD grant was funded for \$3 million dollars leaving \$322,970.30 available.

The three items included in this change order, when added together, result in a net change of approximately \$103,000.

It is proposed to utilize the remaining grant funds, the credit for the cost of the previously installed PI infrastructure (\$4.16 million) and the funds in the water capital budget (GL# 51-6800-033 West Side PI System) to fund to fund Change Order #1.

Springville PI System Phase 1B - Infill Lines (Detail)

