

Council Member Powers, Duties, Authority, Limitations, & Relationships with City Employees, Divisions, Commissions, Boards, & Committees

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LaVerkin City Attorney
(March 2, 2022)

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Introduction / A Brief History:

- ▶ I came to LaVerkin in May 2007.
 - ▶ Appearance of "All is Well"
 - ▶ 6 weeks later, it all changed: \$\$\$ problems → soft freeze →
hard freeze → deep freeze → TROUBLE
 - ▶ Financial Woes - Lack of Accountability - Reduction in Force ("RIF")
 - ▶ City Finances "upside down" - No money - Loss of Personnel - Loss of Faith
 - ▶ Desire for change and more accountability

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Challenges!

▶ \$\$\$\$\$

Careful review/reworking of the City's finances

▶ Form of Government

Careful re-examination of the form of the City's local government and possible changes thereto

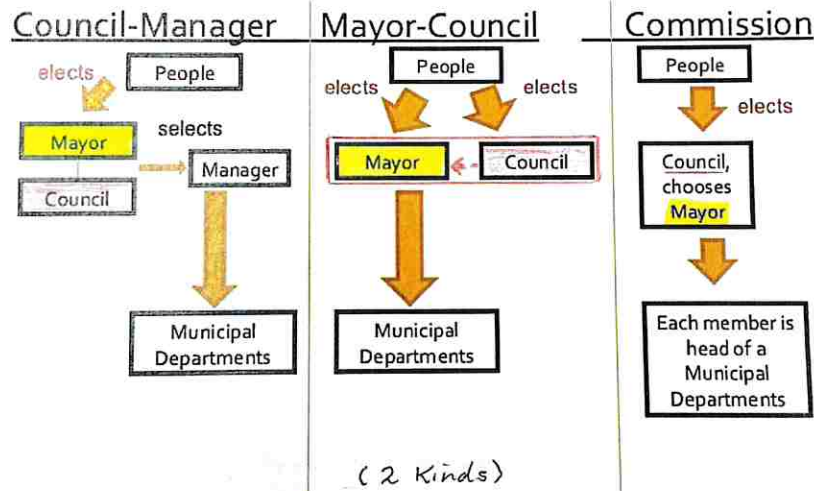
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3 Forms of Local Government in Utah

- ▶ **Commission** (*mixed legislative/administrative*)
- ▶ **Council-Manager** (*city council, with a professional CEO) (by vote or ordinance)*
- ▶ **Council** (*or Council-Mayor*)
 - ▶ Traditional (6 Member CC)
 - ▶ Alternate (Council-Mayor)

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Forms of Municipal Government



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Two Kinds of Mayor-Council forms of Local Government

Mayor-Council

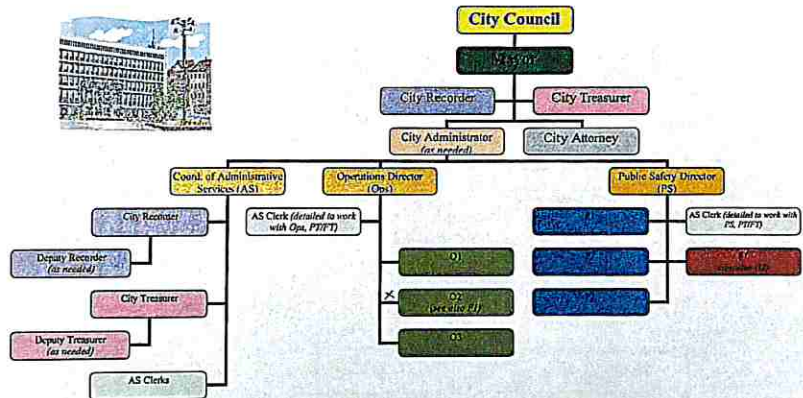
- ▶ Also known as the “strong mayor” - council form of government
- ▶ Separation of Powers
- ▶ Executive and Legislative branches
- ▶ Staff and employees work for the executive branch (mayor)
- ▶ Council: solely legislative in nature
- ▶ Mayor has veto power
- ▶ An Alternate form of City Government in Utah (usually for larger cities)

6-Member Council

- ▶ Also known as the “weak mayor” - council or council-mayor form of government
- ▶ No separation of powers
- ▶ Mayor is a part of the Council, but serves as its chairman; no veto power; generally cannot vote
- ▶ Mayor is the chief administrative officer, to whom staff and employees report; and Council is the law and policy maker.
- ▶ Council members may be given administrative authority & responsibilities (not inherent in being on the Council)
- ▶ The traditional / “default” form of local government in Utah for municipalities.

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LaVerkin City – Local Government Structure



Six-Member Traditional City Council Form of Government (Mayor is a Member of the City Council)

AS=Admin. Svcs. O=Ops. P=Police F=Fire

Effective February 2009

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Description of Structure	
City Council	Includes the Mayor, enacts legislation and sets policy for the City, and has such administrative responsibilities as assigned.
Mayor	Is the chief administrative officer and works directly with the City Council, the City Attorney, and the City Recorder and the City Treasurer, and the three Director-Level Positions (i.e., Coordinator of Administrative Services, Operations Director, and Public Safety Director), personally and/or through his Assistant, Chief of Staff, or City Administrator. The Mayor evaluates the City Attorney, City Administrator, City Recorder, and City Treasurer (and the Directors, when there is no City Administrator). Appointed by the Mayor, with the advice and consent of the City Council; supervises and administers the day-to-day operations of the City, working with the Directors, City Recorder, City Treasurer, and City Attorney.
City Administrator	Works directly for the Mayor and Council, and also provides assistance to the City Administrator, Directors, City Recorder, City Treasurer, and other City employees (as needed).
City Attorney	Is a statutory officer appointed by the Mayor (with the advice and consent of the Council), who works directly for the Mayor, but is a member of the Administrative Services Division (and is responsible thereto to provide such assistance as may be needed in such division).
Recorder	Is a statutory officer appointed by the Mayor (with the advice and consent of the Council), who works directly for the Mayor, but is a member of the Administrative Services Division (and is responsible thereto to provide such assistance as may be needed in such division).
Treasurer	Is a statutory officer appointed by the Mayor (with the advice and consent of the Council), who works directly for the Mayor, but is a member of the Administrative Services Division (and is responsible thereto to provide such assistance as may be needed in such division).
Coord./Admin. Services	Is appointed by the Mayor (with the advice and consent of the Council), and may be the City Recorder, the City Treasurer, or some other individual appointed by the Mayor (with the advice and consent of the Council); subject to the direct supervision of the City Recorder and City Treasurer re their statutory duties, the ASD directs and coordinates the provision of administrative services of the City—ensuring that the duties and responsibilities of the Recorder's and Treasurer's offices, performed by employees within the division, are kept separate to the extent feasible and required by law.
Operations Director	Directs public works and the provision of municipal services, is appointed by the Mayor (with the advice and consent of the Council). [Also known as the Chief of Police] - Directs all public safety operations of the City (including police, fire and rescue) and is appointed by the Mayor (with the advice and consent of the Council).
Public Safety Director	Work jointly for the Administrative Services Director and any other division director to which they have been assigned (part-time or full-time) to provide clerk, secretarial and/or other administrative assistance services.
Admin. Services clerks	

For personnel evaluation purposes:

- The City Administrator and City Attorney are evaluated by the Mayor.
- The City Recorder and City Treasurer are evaluated by the Mayor, with the input of the City Administrator and Coordinator of Administrative Services.
- Division Directors are evaluated by the City Administrator (if there is one), and senior-rated by the Mayor.
- Employees are evaluated by their division directors and senior-rated by the City Administrator (or Mayor, if there is no City Administrator); provided:
 - That when there are deputies to the City Recorder and/or City Treasurer, the deputies will be evaluated by the individual they assist (Recorder or Treasurer); and senior-rated by the City Administrator (or Mayor, if there is no City Administrator), with the input of the Director of Administrative Services.
 - That when AS clerks are assigned to perform duties within another division (part-time or full-time), they shall be rated by the Director of Administrative Services, with the input of the Director for whom the clerk provided such duties.
 - That Operations employee(s) who also provide(s) fire protection services for the City shall be evaluated by the Operations Director, with the input of the Public Safety Director.

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Change from Council-Manager
Form to 6-Member Council
Form of Government

CITY COUNCIL

- ▶ Law- and Policy-making Body
- ▶ Appeals Authority

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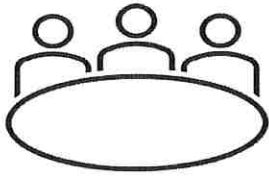
CITY COUNCIL

Law, Policy,
Regulations, Land Use
Authority, and Appeals
Authority

- ▶ Makes such laws, policies, and regulations as are consistent with the authority granted by the State of Utah and *The LaVerkin City Code*, to regulate and provide for the interests of the City and its residents, businesses, and employees
- ▶ Often the **land use authority** or the ultimate **appeals authority** within the City (before the Courts): e.g., land use, zoning, development, personnel matters, GRAMA records requests, etc.
- ▶ Acts as a **BODY** (convened in a public meeting with a quorum present), and not typically in an **INDIVIDUAL CAPACITY** (unless specifically assigned/charged to do so by the City City Council) (no special access to City personnel/resources for own desires/agenda)

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CITY COUNCIL



- ▶ Unless **specifically** provided for in the City Code or by **express** delegation of authority from the City Council:
 - ▶ **NOT "OVER"** divisions, employees, committees, boards or commissions (*over = misnomer*), *no special access thereto for individual desires "pet projects"*
 - ▶ **But may be designated** as Council representatives, liaisons, and communications links with the City Council (and looked to as "subject matter experts" for the Council in the areas where assigned to represent the Council)
 - ▶ Unless **specifically directed and authorized** to do so, whether or not assigned by the Council: must be **careful not to CONTROL, DOMINATE, DICTATE, OR UNDULY INFLUENCE the DIRECTION, DISCUSSIONS, USE OF FUNDS OR ASSETS, or SUBJECT MATTER** of City divisions, staff administrative/development meetings, and/or City committees, boards, or commissions—particularly:
 - ▶ Statutory and ordinance-created boards and commissions which make recommendations to the City Council (e.g., land use planning, zoning, and development)
 - ▶ Boards or commissions from which an appeal may be taken to the City Council (e.g., land use, zoning, and development)
 - ▶ Matters for which the City Council may be the appeals board (e.g., personnel matters, records requests, etc.)

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MAYOR

Chairman of the "Board" (City Council)

Generally a "nonvoting member of the Council"

Chief Administrative Officer of the City

- ▶ The **Chief Administrative Officer**, who administers and executes the will of the Council (as expressed through its ordinances, resolutions, policies, regulations, and directions as a body), including the day-to-day operations of the City.
- ▶ The officer (along with the City Administrator) involved in the preliminary stages of personnel actions, records requests, and other employment and administrative matters.
- ▶ The representative of the City Council **to whom the officers and division directors/coordinators report and answer**.
- ▶ Assignments and tasks from outside the City or from the City Council go through, are approved by, and passed on to the officers, division directors/coordinators, from the Mayor (or the City Administrator):
 - ▶ To ensure proper and reasonable use of City personnel and other City assets/resources.
 - ▶ To avoid cross- or inconsistent instructions/directions/priorities to the division directors/coordinators.
 - ▶ To prevent the "overloading" of division directors/coordinators and the "spreading thin" of the City's limited manpower, monies, and other assets/resources.

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1-6B-4: RELATIONSHIP OF CITY COUNCIL TO ADMINISTRATIVE SERVICE:

To promote effective management practices and establish appropriate lines of authority and communication, the interrelationship of the city council and administrative service shall be as follows:

A. Daily Administration; Overturning Decision:

The city council, its members and the mayor, and any city council committee, shall allow the operations of all operational departments of the city to be conducted by and through the director of operations, in conjunction with the city manager*.

No individual member of the city council shall be involved with the daily operations of the city, either in directing the work of employees or in the expenditure of funds.

Neither shall the city council, except as a whole, interfere with the director of operations to prevent him or her from exercising his or her judgment in the direction of employees in the operational departments of the city.

If a decision of the director of operations is deemed improper by the city manager* or a majority vote of the city council, the decision will be overturned.

B. Answerable To City Manager: The director of operations shall be answerable to the city manager* for the day to day operations of the city pursuant to the duties outlined herein. (Ord. 2006-17, 6-7-2006)

Example from our City Code: Section 1-6B-4

* City Administrator

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Post-adoption/implementation of the New Form and Structure of City Government here in 2009

Pre-2009

- ▶ City in financial straights
- ▶ Distrust and second-guessing between elected and appointed officials
- ▶ Feeling of a lack of accountability of the publicly-elected officials to their constituents
- ▶ Internal turmoil and territorialism between and within departments

2009 . . .

- ▶ City became a "well-oiled machine"
 - ▶ Accountability restored, while internal unity and working together increased
 - ▶ Financial situation remedied
 - ▶ Accomplished MUCH, while in the throes of a worldwide economic slowdown (the "Great Recession") - while most other municipalities "hunkered down" and "rode out" the "economic storm" (despite lack of \$\$ and reduction in personnel)
- ▶ Became part of what led to the City's "Story of its Success"

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In sum: It has worked! And can work.

- ▶ But:
 - ▶ Nothing is “set in stone.”
 - ▶ If the time comes that the Council wants to revisit what its predecessors did in 2008-2009, it is welcome to do so.
 - ▶ There is **flexibility**.
- ▶ **However**, until the Council has officially acted to “change course” or to specifically authorize a Council member to be more than a liaison, communication link, and/or Council “subject matter expert,” and—with regards to City operations—altered the approach, rationale, and language of sections such as Section 1-6B-4—Council members (individually) do not dominate, dictate, or unduly influence the direction, discussions, use of funds or assets, or subject matter or assignments, of City divisions and employees, committees, boards, and commissions.
- ▶ The **City Council** provides vision and leadership, makes law, sets policy and guidance, serves as an appeals authority within the City; and and the **Mayor and City Administrator** administer the City, report to the Council, and provide direction, instructions, counseling, and discipline, and administrative leadership to the City directors and employees, and administrative support to boards and commissions.
- ▶ **All** doing their part, within their authority, to promote the vision and work of the City.

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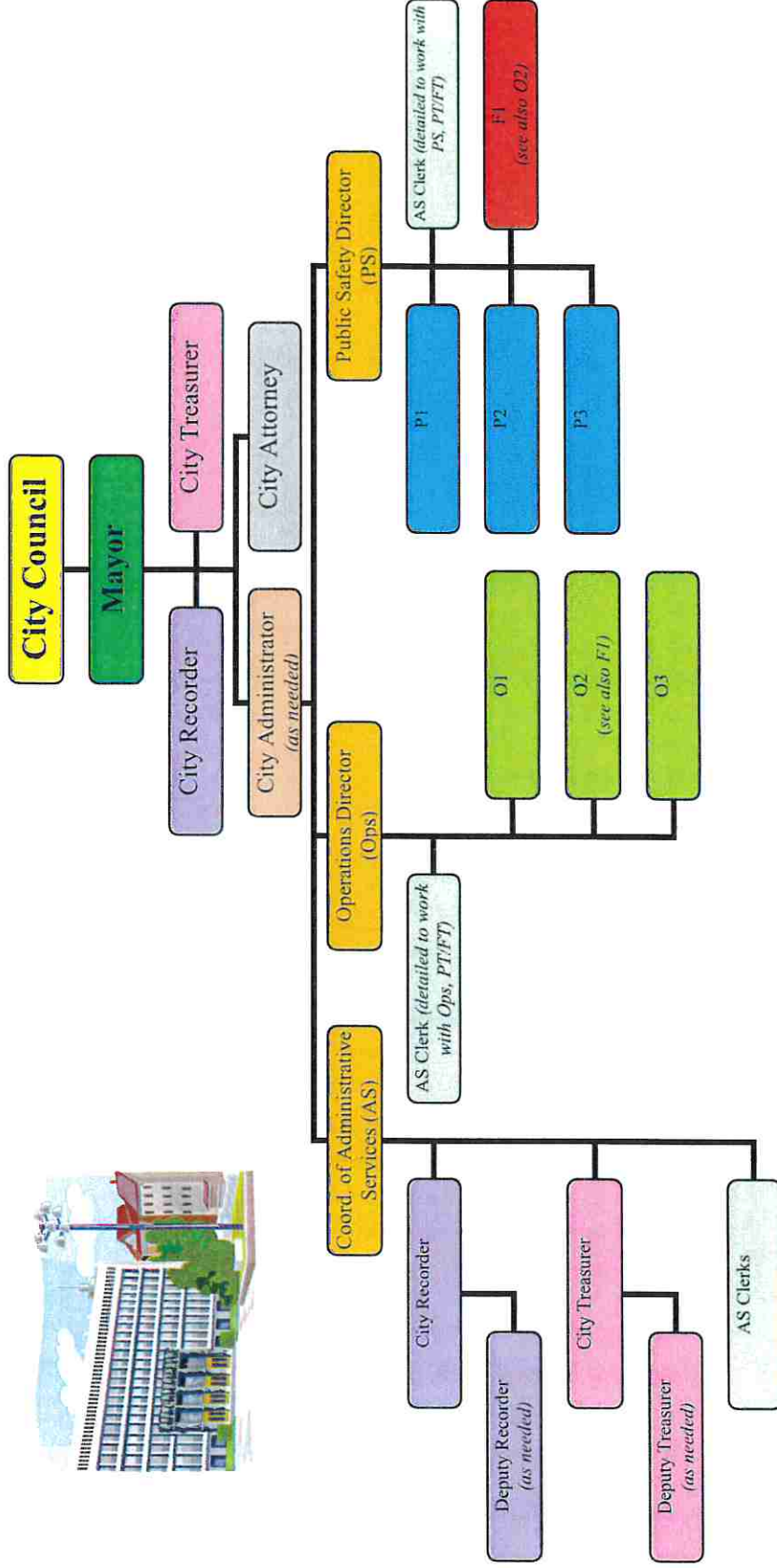
Thank you for your
consideration, your
valuable service, and
your visionary and
thoughtful leadership!!

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References

<u>State</u>	<u>Local</u>	<u>Utah League of Cities and Towns</u>
<i>Utah Code Annotated (1953, as amended)</i> Sections 10-3b-104 thru 105 10-3b-301 thru 303	<i>The LaVerkin City Code</i> Sections 1-5-2 thru 6 1-6-1 thru 2, 1-6-7 thru 8 1-6A-1, 1-6a-4 1-6B-3 thru 4 1-12-2 1-12-4	<i>Powers & Duties – the Handbook for Utah Municipal Officials</i> Municipal Govt. Forms & Duties (pp. 21-33, 38-40)
***	***	
Re Planning Commission and Board of Adjustment: <i>Utah Code Annotated (1953, as amended)</i> Sections 10-9a-3-1 thru 302 10-9a-701 10-9a-703	Re Planning Commission and Board of Adjustment: <i>The LaVerkin City Code</i> Sections 1-3-1 10-4-1	

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La Verkin City
Invoice Register - 1/29/2022 to 2/24/2022 - All Invoices

2/25/2022

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
RFD 100040204.	*Gubler, Clarence	49209	2/10/2022	2/10/2022	\$32.32	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040204 - *Gubler, Clarence
020822	~Lee, Benjamin	49210	2/16/2022	2/8/2022	\$57.00	104210.230	Police TRAVEL & TRAINING	Chief's conf
012722 PO# 4269	ACCURATE CONCRETE INC	49211	2/15/2022	2/1/2022	\$2,550.00	516340.450	O&M SYSTEMS MAINTENANC	Driveway, curb, gutter on water leak 320 N
334169	ACE HARDWARE	49179	2/3/2022	2/10/2022	\$17.79	104253.270	Animal B&G OPERATIONS AN	Waster removal tool
334570	ACE HARDWARE	49212	2/15/2022	2/10/2022	\$45.89	104160.250	Bldg EQUIPMENT OPERATING	
					0.46	104240.250	Inspect EQUIPMENT OPERATI	
					0.92	104410.250	Streets EQUIPMENT OPERATI	
					6.88	104410.745	Streets STREET IMPROVEME	
					4.59	104510.250	Parks EQUIPMENT OPERATI	
					18.36	516340.250	O&M EQUIPMENT OPERATI	
					2.29	516340.450	O&M SYSTEMS MAINTENANC	
					2.29	536310.250	Irrigation EQUIPMENT OPERA	
					4.59	556350.250	Drainage EQUIPMENT OPERA	
					4.59	556350.440	Drainage NEW SERVICES	
334786	ACE HARDWARE		2/3/2022	3/10/2022	\$10.67	104253.270	Animal B&G OPERATIONS AN	Repair supplies
335170	ACE HARDWARE		2/23/2022	3/10/2022	\$44.49	104410.745	Streets STREET IMPROVEME	Tarp for Crack Seal
335381	ACE HARDWARE		2/23/2022	3/10/2022	\$20.46	516340.450	O&M SYSTEMS MAINTENANC	Wrench combo
335403	ACE HARDWARE		2/23/2022	3/10/2022	\$24.51	516340.450	O&M SYSTEMS MAINTENANC	Blade
	Vendor Total:				\$163.81			
PR012822-258	AFLAC	49180	2/2/2022	2/2/2022	\$115.38	102224	Health Savings Account	AFLAC EE
PR021122-258	AFLAC		2/16/2022	2/16/2022	\$115.38	102224	Health Savings Account	AFLAC EE
	Vendor Total:				\$230.76			
34439	ALPHA ENGINEERING CO		2/23/2022	3/10/2022	\$460.00	104510.410	Parks CEMETARY IMPROVEM	LaVerkin Cemetery monumentation
994890	ALSCO		2/3/2022	2/25/2022	\$54.31	104160.250	Bldg EQUIPMENT OPERATING	
					0.54	104240.250	Inspect EQUIPMENT OPERATI	
					1.09	104410.250	Streets EQUIPMENT OPERATI	
					1.08	104410.250	Streets STREET IMPROVEME	
					8.15	104410.745	Parks EQUIPMENT OPERATI	
					5.43	104510.250	O&M EQUIPMENT OPERATI	
					21.72	516340.250	O&M SYSTEMS MAINTENANC	
					2.72	516340.450	Irrigation EQUIPMENT OPERA	
					2.72	536310.250	Drainage EQUIPMENT OPERA	
					5.43	556350.250	Drainage NEW SERVICES	
					5.43	556350.440		

La Verkin City
Invoice Register - 1/29/2022 to 2/24/2022 - All Invoices

2/25/2022

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
995940	ALSCO		2/15/2022	2/25/2022	\$54.31	104160.250	Bldg EQUIPMENT OPERATING	
					0.54	104240.250	Inspect EQUIPMENT OPERATI	
					1.09	104410.250	Streets EQUIPMENT OPERATI	
					1.08	104410.250	Streets EQUIPMENT IMPROVEME	
					8.15	104410.745	Parks STREET IMPROVEME	
					5.43	104510.250	Parks EQUIPMENT OPERATIN	
					21.72	516340.250	O&M EQUIPMENT OPERATIN	
					2.72	516340.450	O&M SYSTEMS MAINTENANC	
					2.72	536310.250	Irrigation EQUIPMENT OPERA	
					5.43	556350.250	Drainage EQUIPMENT OPERA	
					5.43	556350.440	Drainage NEW SERVICES	
996972	ALSCO		2/16/2022	3/1/2022	\$54.31	104160.250	Bldg EQUIPMENT OPERATING	
					0.54	104240.250	Inspect EQUIPMENT OPERATI	
					1.09	104410.250	Streets EQUIPMENT OPERATI	
					1.08	104410.250	Streets EQUIPMENT IMPROVEME	
					8.15	104410.745	Parks STREET IMPROVEME	
					5.43	104510.250	Parks EQUIPMENT OPERATIN	
					21.72	516340.250	O&M EQUIPMENT OPERATIN	
					2.72	516340.450	O&M SYSTEMS MAINTENANC	
					2.72	536310.250	Irrigation EQUIPMENT OPERA	
					5.43	556350.250	Drainage EQUIPMENT OPERA	
					5.43	556350.440	Drainage NEW SERVICES	
					\$162.93			
013122	ASH CREEK SPECIAL SERVICE DIST		2/16/2022	3/15/2022	\$43,675.97	526260.520	Sewer PAYMENT TO ASH CRE	Jan. 2022
75566	B&L PROPANE CO., INC.	49214	2/15/2022	1/5/2022	\$17.65	104510.250	Parks EQUIPMENT OPERATIN	Propane for weeds
Lot #23	BEAVER CREEK RECREATION, LLC	49182	2/1/2022	1/28/2022	\$1,748.00	103801.3	Impact fees - Streets	Lot 23 Sunset View
					1,070.00	555520	Drainage S/D IMPACT	Lot 23 Sunset View
Feb22128	BLOMQUIST HALE CONSULTING GR	49184	2/3/2022	2/10/2022	\$81.00	101562	PEHP/AFLAC Insurance Clearin	Employee assistance coverage
UT20220104	BLUE STAKES OF UTAH 811		2/3/2022	2/28/2022	\$55.87	516340.450	O&M SYSTEMS MAINTENANC	Billable email notifications
013552	Bruce Electric Contractors, Inc		2/23/2022	2/23/2022	\$75.00	104140.270	Admin B&G OPERATION AND	Service call to change office light switch
1013400	Bruce Electric Contractors, Inc		2/23/2022	2/23/2022	\$313.00	104140.270	Admin B&G OPERATION AND	Electrical labor material to install 2 receptacles for Tv monitors in Council Chambers
1013450	Bruce Electric Contractors, Inc		2/23/2022	2/23/2022	\$392.00	104140.270	Admin B&G OPERATION AND	Service call install a 20A 125 V duplex in Derek's office
1013508	Bruce Electric Contractors, Inc		2/23/2022	2/23/2022	\$353.80	536310.450	Irrigation WATER MAIN REPAIR	2 Amiad filters limit switches @ filter Station
					\$1,133.80			
280968094	CenturyLink		2/23/2022	3/14/2022	\$36.26	104140.280	Admin UTILITIES	435 N Main

La Verkin City Invoice Register - 1/29/2022 to 2/24/2022 - All Invoices

2/25/2022

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
979-022	CenturyLink	49215	2/16/2022	2/20/2022	\$88.05 88.05 \$124.31	536310.250	Irrigation EQUIPMENT OPERA	Filter station DSL
RFD 100040607.	Christensen, Jason	49216	2/8/2022	2/8/2022	\$80.29 80.29	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040607 - Christensen, Jason
020822 PO# 4274 065955	Citi Cards	2012022	2/15/2022	2/22/2022	\$17.96 17.96	104620.610	Comm COMMUNITY DEVELOP	Managers Luncheon
120522	Citi Cards	2012022	2/3/2022	12/14/2021	\$105.68 105.68	104620.610	Comm COMMUNITY DEVELOP	Christmas Tree for 2022
212334	Citi Cards	2/3/2022	2/3/2022	12/5/2021	\$333.05 149.87 40.94 86.59 20.65 35.00	104140.240 104140.310 516660.240 536310.240 556350.240	Admin OFFICE EXPENSE, SUP Admin ATTORNEY/IN HOUSE Admin OFFICE EXPENSE, SUP Irrigation OFFICE EXPENSE, S Drainage OFFICE EXPENSE, S	
2351403	Citi Cards	2/3/2022	2/3/2022	1/2/2022	\$333.02 149.86 40.62 86.59 20.65 35.30	104140.240 104140.310 516660.240 536310.240 556350.240	Admin OFFICE EXPENSE, SUP Admin ATTORNEY/IN HOUSE Admin OFFICE EXPENSE, SUP Irrigation OFFICE EXPENSE, S Drainage OFFICE EXPENSE, S	
43202531413	Citi Cards	2/15/2022	2/15/2022	2/25/2022	\$100.30 100.30	104140.315	Admin COMPUTER EQUIPME	Hard drive
09251	CITY OF ST GEORGE	49217	2/15/2022	2/20/2022	\$333.02 149.86 40.62 88.59 18.65 35.30 \$1,223.03 \$13,564.54 13,564.54	104140.240 104140.310 516660.240 536310.240 556350.240	Admin OFFICE EXPENSE, SUP Admin ATTORNEY/IN HOUSE Admin OFFICE EXPENSE, SUP Irrigation OFFICE EXPENSE, S Drainage OFFICE EXPENSE, S	3rd QTR 2022 Police dispatch fees
RFD 100041248.	Clayton, Diane	49186	2/1/2022	2/1/2022	\$110.71 110.71	512330	Police DAT/INVESTIGATION/DI	Deposit Refund: 100041248 - Clayton, Diane
7661888.001	CODALE ELECTRIC SUPPLY	49218	2/15/2022	1/25/2022	\$10.59 0.11 0.21 0.20 1.59 1.06 4.24 0.53 0.53 1.06 1.06	104160.250 104240.250 104410.250 104410.745 104510.250 516340.250 516340.450 536310.250 556350.250 556350.440	Bldg EQUIPMENT OPERATING Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Streets STREET IMPROVEME Parks EQUIPMENT OPERATI O&M EQUIPMENT OPERATI O&M SYSTEMS MAINTENANC Irrigation EQUIPMENT OPERA Drainage EQUIPMENT OPERA Drainage NEW SERVICES	Turn on Fee/Renter Deposit
RFD 100040991.	Cox, Allen	49219	2/9/2022	2/9/2022	\$70.54 70.54	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040991 - Cox, Allen

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010522	Davis Food & Drug #4/Farmers Market	49220	2/16/2022	1/5/2022	\$33.97	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies- return
012822	Davis Food & Drug #4/Farmers Market	49187	2/3/2022	1/28/2022	\$22.71	104253.270	Animal B&G OPERATIONS AN	Repair supplies
012922	Davis Food & Drug #4/Farmers Market	49187	2/3/2022	1/29/2022	\$49.30	104253.270	Animal B&G OPERATIONS AN	Repair supplies
013122	Davis Food & Drug #4/Farmers Market	49220	2/3/2022	2/22/2022	\$13.16	104210.610	Police MISC SUPPLIES	Water
	Vendor Total:				\$119.14			
RFD 100040941.	Desert Willow Custom Homes, LLC	49188	1/31/2022	1/31/2022	\$126.97	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040941 - Desert Willow Custom Homes, LLC
1221 PO# 4281	Diamond C Asphalt	49221	2/16/2022	2/15/2022	\$6,080.00	516340.450	O&M SYSTEMS MAINTENANC	Patches for water breaks 625 N, 100 e, 75E, 175 E, 500 W, 320 N, Center, 214 E
3289-0122	Dominion Energy	49222	2/3/2022	2/2/2022	\$719.99	104140.280	Admin UTILITIES	111 S Main Street
9275-0122	Dominion Energy	49222	2/15/2022	2/1/2022	\$7.16	104510.280	Parks UTILITIES	111 S Main Street
9924-0122	Dominion Energy	49222	2/3/2022	2/10/2022	\$164.51	104140.280	Admin UTILITIES	Cemetary shop
	Vendor Total:				\$891.66			
RFD 100039280.	Ellis, Gailmarie & Julias	49223	2/1/2022	2/1/2022	\$108.15	512330	Turn on Fee/Renter Deposit	435 N Main street
3387 PO# 4276	EMERGENCY VEHICLE SYSTEMS	49224	2/16/2022	2/1/2022	\$846.00	104160.250	Bldg EQUIPMENT OPERATING	Deposit Refund: 100039280 - Ellis, Gailmarie & Julias
					8.46			Equipment/ truck repair/ Fuel expense
					16.92	104240.250	Inspect EQUIPMENT OPERATI	Equipment / Truck repair / Fuel expense
					16.92	104410.250	Streets EQUIPMENT OPERATI	Equipment / Truck repair / Fuel expense
					126.90	104410.745	Streets STREET IMPROVEME	Equipment / Truck repair / Fuel expense
					84.60	104510.250	Parks EQUIPMENT OPERATI	Equipment / Truck repair / Fuel expense
					338.40	516340.250	O&M EQUIPMENT OPERATI	Equipment / Truck repairs / Fuel expense
					42.30	516340.450	O&M SYSTEMS MAINTENANC	Equipment / Truck repairs / Fuel expense
					42.30	536310.250	Irrigation EQUIPMENT OPERA	Equipment / Truck repairs / Fuel expense
					84.60	556350.250	Drainage EQUIPMENT OPERA	Equipment / Truck repairs / Fuel expense
					84.60	556350.440	Drainage NEW SERVICES	Equipment / Truck repairs / Fuel expense

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47412020201,3	EMI Health		2/23/2022	3/1/2022	\$3,481.10 3,481.10	101562	PEHP/AFLAC Insurance Clearin	Employee dental + Tele-med Jan & Feb
013122	Empire Waste Services	49225	2/15/2022	1/31/2022	\$266.00 191.52 66.50 7.98	104140.280 516660.280 556350.250	Admin UTILITIES Admin UTILITIES Drainage EQUIPMENT OPERA	
110962	EXECUTECH		2/15/2022	2/28/2022	\$1,406.00 128.98 571.52 439.50 133.00 133.00	104140.310 104140.315 516660.315 536310.315 556350.315	Admin ATTORNEY/IN HOUSE Admin COMPUTER EQUIPME Admin SOFTWARE OR INFOR IrrigationCOMPUTER EQUIPM Drainage SOFTWARE & COMP	
112297	EXECUTECH		2/15/2022	2/25/2022	\$460.60 166.00 104.55 16.05 115.00 27.00 32.00	104140.315 104210.315 104230.315 516660.315 536310.315 556350.315	Admin COMPUTER EQUIPME Police COMPUTER EQUIPMEN Victims COMPUTER EQUIPME Admin SOFTWARE OR INFOR IrrigationCOMPUTER EQUIPM Drainage SOFTWARE & COMP	Office 365 Office 365 Office 365 Office 365 Office 365 Office 365
Vendor Total:					\$1,866.60			
175150	Fire Pro	49190	2/3/2022	1/3/2022	\$30.00 30.00	104253.250	Animal EQUIPMENT OPERATI	Fire extinguisher recharge
175200	Fire Pro	49226	2/15/2022	1/12/2022	\$45.95 45.95	104210.250	Police EQUIPMENT OPERATIN	Fire extinguisherPolice trucks
Vendor Total:					\$75.95			
F2207E00789	FUEL NETWORK	49227	2/16/2022	2/20/2022	\$3,320.92 19.58 1,254.78 42.06 39.17 65.76 39.17 293.75 195.83 783.32 97.92 195.83 195.83	104160.250 104210.250 104230.300 104240.250 104253.250 104410.250 104410.745 104510.250 516340.250 516340.450 536310.250 556350.250 556350.440	Bldg EQUIPMENT OPERATING Police EQUIPMENT OPERATI Victims FUEL Inspect EQUIPMENT OPERATI Animal EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Streets STREET IMPROVEME Parks EQUIPMENT OPERATI O&M EQUIPMENT OPERATI O&M SYSTEMS MAINTENANC Irrigation EQUIPMENT OPERA Drainage EQUIPMENT OPERA Drainage NEW SERVICES	Police Fuel Fuel
11149-5	GREEN TREE LAWN & LANDSCAPE	49228	2/1/2022	2/13/2022	\$875.00 875.00	104510.250	Parks EQUIPMENT OPERATI	Mowing service
R10201221	GUBLER, KYLE W	49191	2/1/2022	2/1/2022	\$500.00 500.00	104140.250	Admin EQUIPMENT OPERATI	Car allowance
Refund: 21986	Hayes, Grace	49192	1/31/2022	1/31/2022	\$50.63 50.63	511311	Accounts Receivable	Refund: 21986 - Hayes, Grace
RFD 21986.0131	Hayes, Grace	49192	1/31/2022	1/31/2022	\$200.00 200.00	512330	Turn on Fee/Renter Deposit	Deposit Refund: 21986 - Hayes, Grace

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PR012822-6099	Health Equity		2/2/2022	2/2/2022	\$250.63			
PR021122-6099	Health Equity		2/16/2022	2/16/2022	\$2,031.27	102224	Health Savings Account	PEHP Health Equity
	Vendor Total:				\$2,471.27			
1963290	HUMANE SOCIETY OF UTAH ST. GEO		2/3/2022	2/25/2022	\$35.00	104253.610	Animal MISC SUPPLIES	Surgery prep & sedation for Ginny
1966516	HUMANE SOCIETY OF UTAH ST. GEO		2/3/2022	2/25/2022	\$80.00	104253.610	Animal MISC SUPPLIES	Maximus Neuter
	Vendor Total:				\$115.00			
2022-1751	HURRICANE CITY JUSTICE COURT	49193	2/1/2022	2/10/2022	\$250.00	104121.240	Police JUSTICE COURT	Feb 2022 court billing
2022-1752	HURRICANE CITY JUSTICE COURT	49229	2/1/2022	2/12/2022	\$397.75	104121.240	Police JUSTICE COURT	Indigent Counsel
	Vendor Total:				\$647.75			
010522	HURRICANE CITY POWER	49194	2/3/2022	2/10/2022	\$20.81	104140.280	Admin UTILITIES	La Verkin city sign
11-573	HURRICANE CITY WATER DEPT		2/23/2022	3/10/2022	\$159.13	516660.410	Admin PRODUCT OR SERVIC	Power for Ash Creek Springs Jan. 2022 @ 13%
					42.40		Admin PRODUCT OR SERVIC	Cholorine
10280	HURRICANE VALLEY CHAMBER		2/3/2022	3/1/2022	\$225.00	104140.210	Admin BOOKS, SUBSCRIPTION	2022 Annual membership
SG3299381	Intermountain WorkMed	49230	2/15/2022	1/27/2022	\$45.00	104253.250	Animal EQUIPMENT OPERATI	New employee drug testing
289040	INTERSTATE ROCK	49231	2/3/2022	2/15/2022	\$487.50	516340.450	O&M SYSTEMS MAINTENANC	Concrete
53080	INTERSTATE ROCK	49195	2/3/2022	1/6/2022	\$131.00	516340.450	O&M SYSTEMS MAINTENANC	Road base
	Vendor Total:				\$618.50			
71802 PO# 4267	INTERSTATE ROCK PRODUCTS	49196	2/1/2022	2/1/2022	\$417.86	104510.470	Parks IMPACT FEES	Black Sand for PP Park (Invoice # 71802)
5255	JENSEN LOCKSMITHING	49197	2/3/2022	2/10/2022	\$80.00	104210.240	Police OFFICE EXPENSE, SUP	Emergency lock open
R10201222	JOHNSON, MARIDEE	ACH.262.0202221047	2/1/2022	2/1/2022	\$1,000.00	104510.120	Parks PART TIME EMPLOYEE	Activities Director
2769	Keep It Green	49232	2/15/2022	2/14/2022	\$578.00	104510.250	Parks EQUIPMENT OPERATING	Monthly weed and fertilizer for parks and cemetery
					418.00		Parks CEMETARY IMPROVEM	Monthly weed and fertilizer for parks and cemetery
					160.00	104510.410		
PR012822-147	LEGAL SHIELD	49198	2/2/2022	2/2/2022	\$32.40	102225	Misc Payable	LegalShield

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PR021122-147	LEGAL SHIELD		2/16/2022	2/16/2022	\$32.40 32.40 \$64.80	102225	Misc Payable	LegalShield
RFD 100040993.	Vendor Total: Mavaddat, Sunny	49199	2/1/2022	2/1/2022	\$14.10 14.10	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040993 - Mavaddat, Sunny
63205	MEGA-PRO INTERNATIONAL		2/23/2022	3/15/2022	\$94.90 94.90	104140.310	Admin ATTORNEY/JIN HOUSE	Shirts for Attorney
39760-1	My Fleet Center,	49233	2/15/2022	1/11/2022	\$0.30 0.01 0.01 0.05 0.01 0.12 0.02 0.02 0.03 0.03	104240.250 104410.250 104410.745 104510.250 516340.250 516340.450 536310.250 556350.250 556350.440	Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Streets STREET IMPROVEME Parks EQUIPMENT OPERATIN O&M EQUIPMENT OPERATIN O&M SYSTEMS MAINTENANC Irrigation EQUIPMENT OPERA Drainage EQUIPMENT OPERA Drainage NEW SERVICES	
40486	My Fleet Center,		2/16/2022	3/1/2022	\$102.47 1.02 2.05 2.05 15.37 10.25 40.99 5.12 5.12 10.25 10.25	104160.250 104240.250 104410.250 104410.745 104510.250 516340.250 516340.450 536310.250 556350.250 556350.440	Bldg EQUIPMENT OPERATING Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Streets STREET IMPROVEME Parks EQUIPMENT OPERATIN O&M EQUIPMENT OPERATIN O&M SYSTEMS MAINTENANC Irrigation EQUIPMENT OPERA Drainage EQUIPMENT OPERA Drainage NEW SERVICES	Oil change 2022 Ford. Clay
FIS41	My Fleet Center,		2/3/2022	2/25/2022	\$98.00 98.00 \$200.77	104210.410	Police DAT/INVESTIGATION/DI	Child interview svices
723228	Vendor Total: NAPA AUTO PARTS	49201	2/3/2022	2/1/2022	\$12.84 0.13 0.26 0.26 1.93 1.28 5.14 0.64 0.64 1.28 1.28	104160.250 104240.250 104410.250 104410.745 104510.250 516340.250 516340.450 536310.250 556350.250 556350.440	Bldg EQUIPMENT OPERATING Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Streets STREET IMPROVEME Parks EQUIPMENT OPERATIN O&M EQUIPMENT OPERATIN O&M SYSTEMS MAINTENANC Irrigation EQUIPMENT OPERA Drainage EQUIPMENT OPERA Drainage NEW SERVICES	
726753	NAPA AUTO PARTS	49234	2/3/2022	2/15/2022	\$24.70 24.70	104210.450	Police VEHICLE MAINTANCE	Beam blades
727293	NAPA AUTO PARTS	49234	2/15/2022	2/20/2022	\$15.39 0.15 0.31 0.30 2.31 1.54	104160.250 104240.250 104410.250 104410.745 104510.250	Bldg EQUIPMENT OPERATING Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Streets STREET IMPROVEME Parks EQUIPMENT OPERATIN	

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730639	NAPA AUTO PARTS		2/22/2022	3/1/2022	6.16	516340.250	O&M EQUIPMENT OPERATIN	
					0.77	516340.450	O&M SYSTEMS MAINTENANC	
					0.77	536310.250	Irrigation EQUIPMENT OPERA	
					1.54	556350.250	Drainage EQUIPMENT OPERA	
					1.54	556350.440	Drainage NEW SERVICES	
					\$19.08			
					0.19	104160.250	Bldg EQUIPMENT OPERATING	
					0.38	104240.250	Inspect EQUIPMENT OPERATI	
					0.39	104410.250	Streets EQUIPMENT OPERATI	
					2.86	104410.745	Streets STREET IMPROVEME	
					1.91	104510.250	Parks EQUIPMENT OPERATI	
					7.63	516340.250	O&M EQUIPMENT OPERATIN	
					0.95	516340.450	O&M SYSTEMS MAINTENANC	
					0.95	536310.250	Irrigation EQUIPMENT OPERA	
					1.91	556350.250	Drainage EQUIPMENT OPERA	
					1.91	556350.440	Drainage NEW SERVICES	
					\$72.01			
1085	NORTHROCK TECHNOLOGY	49235	2/16/2022	2/11/2022	\$4,000.00	104240.460	Inspect ENGINEER	Deeds of Dedication
020822	Nuccitelli, Nick	49236	2/16/2022	2/8/2022	\$57.00	104210.230	Police TRAVEL & TRAINING	Chief's conf
164481	Opticare of Utah	49237	2/15/2022	2/4/2022	\$244.36	101562	PEHP/AFLAC Insurance Clearin	Employee eye insurance
022022	PEHP		2/23/2022	3/12/2022	\$21,175.00	101562	PEHP/AFLAC Insurance Clearin	Employee health insurance
11614	Preston's Mobile Shredding	49238	2/15/2022	2/8/2022	\$25.00	104140.280	Admin UTILITIES	
					18.00	516660.280	Admin UTILITIES	
					6.25	556350.250	Drainage EQUIPMENT OPERA	
01/28/22	PUBLIC EMPLOYEES LTD PROGRAM		2/18/2022	2/18/2022	\$391.55	101562	PEHP/AFLAC Insurance Clearin	01/01/22 to 01/28/22
020322	PURCHASE POWER	49239	2/15/2022	2/3/2022	\$601.93	104140.240	Admin OFFICE EXPENSE, SUP	
					270.87	104140.310	Admin ATTORNEY/IN HOUSE	
					72.23	516660.240	Admin OFFICE EXPENSE, SUP	
					158.54	536310.240	Irrigation OFFICE EXPENSE, S	
					35.10	556350.240	Drainage OFFICE EXPENSE, S	
					65.19			
0016-0222	ROCKY MOUNTAIN POWER		2/23/2022	3/9/2022	\$181.45	104253.280	Animal UTILITIES	Animal shelter
					181.45			
0017-0222	ROCKY MOUNTAIN POWER		2/23/2022	3/9/2022	\$3,574.93	104140.280	Admin UTILITIES	111 S Main - 1/2, 435 N Main -
					597.12	104210.280	Police UTILITIES	111 S Main
					101.37	104410.280	Streets UTILITIES	Street lights
					2,292.16	104510.280	Parks UTILITIES	Parks
					221.71	516660.280	Admin UTILITIES	Water pump house
					345.23	536310.250	Irrigation EQUIPMENT OPERA	Filter station power
					17.34			
0024-0222	ROCKY MOUNTAIN POWER		2/23/2022	3/9/2022	\$43.09	104510.280	Parks UTILITIES	Power Plant park
					43.09			
0124-0222	ROCKY MOUNTAIN POWER	49240	2/16/2022	2/20/2022	\$27.54	104510.280	Parks UTILITIES	Power Plant trailhead park
					27.54			

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187	RUIZ CLEANING SERVICES	49241	2/15/2022	2/15/2022	\$300.00	104160.270	Bldg B&G OPERATION AND M	Jan. 2022 cleaning
6620087 PO# 4266	SCHOLZEN PRODUCTS CO INC	49203	2/1/2022	2/1/2022	\$1,064.58	104510.470	Parks IMPACT FEES	Valves & Bushings for Sprinkler System - PP Park (#6620087-03)
6629970	SCHOLZEN PRODUCTS CO INC	49242	2/1/2022	2/15/2022	\$178.35	516340.450	O&M SYSTEMS MAINTENANC	IPS blue water line
6630843	SCHOLZEN PRODUCTS CO INC	49242	2/3/2022	2/15/2022	\$62.32	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6631693	SCHOLZEN PRODUCTS CO INC	49242	2/15/2022	2/15/2022	\$26.54	516340.450	O&M SYSTEMS MAINTENANC	Culinary repairs
6631697	SCHOLZEN PRODUCTS CO INC	49242	2/15/2022	2/15/2022	\$441.27	516340.450	O&M SYSTEMS MAINTENANC	Culinary repairs
6631728	SCHOLZEN PRODUCTS CO INC	49242	2/15/2022	2/15/2022	\$420.11	516340.450	O&M SYSTEMS MAINTENANC	Culinary repairs
6631739	SCHOLZEN PRODUCTS CO INC	49242	2/15/2022	2/15/2022	\$33.33	516340.450	O&M SYSTEMS MAINTENANC	Culinary repairs
6631782	SCHOLZEN PRODUCTS CO INC	49242	2/16/2022	2/4/2022	(\$356.99)	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies- return
6634219	SCHOLZEN PRODUCTS CO INC		2/16/2022	3/1/2022	\$197.68	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6634312	SCHOLZEN PRODUCTS CO INC		2/16/2022	3/1/2022	\$41.46	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6634373 PO# 4280	SCHOLZEN PRODUCTS CO INC		2/16/2022	3/1/2022	\$2,194.50	516340.450	O&M SYSTEMS MAINTENANC	Repair of water line on 200 N / Main
6635892	SCHOLZEN PRODUCTS CO INC		2/23/2022	3/10/2022	\$98.84	536310.450	Irrigation WATER MAIN REPAIR	Irrigation repair supplies
6636260	SCHOLZEN PRODUCTS CO INC		2/23/2022	3/10/2022	\$127.10	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6636262	SCHOLZEN PRODUCTS CO INC		2/23/2022	3/10/2022	\$25.48	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
	Vendor Total:				\$4,554.57			
132896	SOUTHERN UTAH DISTRIBUTING INC		2/15/2022	3/10/2022	\$171.93	104160.250	Bldg EQUIPMENT OPERATING	Paper towels, TP, Trash bags
332872	Southwest Utah Public Health Departme	49243	2/15/2022	2/20/2022	\$100.00	516340.420	O&M PURIFICATION AND TRE	Water sample testing
5035194.503606	SPECTRUM	49204	2/1/2022	1/20/2022	\$111.38	104140.220	Admin PUBLIC NOTICES	Fiscal year budget
					19.84	104140.220	Admin PUBLIC NOTICES	2022 Meeting schedule
					60.05	104140.220	Admin PUBLIC NOTICES	Public notice
5101233	SPECTRUM	49244	2/15/2022	2/10/2022	\$21.79	104140.220	Admin PUBLIC NOTICES	Public notice
	Vendor Total:				\$133.17			
7347349225	STAPLES	49205	2/3/2022	2/10/2022	\$34.61	104210.610	Police MISC SUPPLIES	Office supplies

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7347668972	STAPLES	49245	2/16/2022	1/10/2022	\$61.64 27.74 7.40 16.03 4.31 6.16	104140.240 104140.310 516660.240 536310.240 556350.240	Admin OFFICE EXPENSE, SUP Admin ATTORNEY/IN HOUSE Admin OFFICE EXPENSE, SUP Irrigation OFFICE EXPENSE, S Drainage OFFICE EXPENSE, S	ink cartridge
7348829871	STAPLES	49245	2/3/2022	2/15/2022	\$51.85 51.85	104210.450	Police VEHICLE MAINTANCE	Office supplies
7349039373	STAPLES	49245	2/16/2022	1/27/2022	\$27.05 27.05 \$175.15	104210.250	Police EQUIPMENT OPERATIN	Garbage bags
3-326477	STEAMROLLER COPIES		2/3/2022	2/25/2022	\$4.00 4.00	104240.460	Inspect ENGINEER	Engineering copy
02012022	STEGELICH, RYKER	49206	2/2/2022	2/2/2022	\$400.00 400.00	104510.120	Parks PART TIME EMPLOYEE	Website
122935	SUNRISE ENGINEERING INC	49207	2/1/2022	2/1/2022	\$2,133.25 2,133.25	104240.460	Inspect ENGINEER	Overlook Slope stability
123052	SUNRISE ENGINEERING INC	49207	2/1/2022	2/10/2022	\$8,071.50 54.00	104240.460	Inspect ENGINEER	Funding & Procurement Engineering
123099	SUNRISE ENGINEERING INC	49246	2/15/2022	2/15/2022	6,960.00 1,057.50 \$14,773.25 14,773.25	104240.460 104240.460 104240.460	Inspect ENGINEER Inspect ENGINEER Inspect ENGINEER	Engineering Design 500 W Roadway improvements
123560	SUNRISE ENGINEERING INC		2/23/2022	2/28/2022	\$1,670.25 1,081.25 52.50 536.50	104240.460 516340.450 516340.450	Inspect ENGINEER O&M SYSTEMS MAINTENANC O&M SYSTEMS MAINTENANC	Overlook Slope stability Holiday Inn & Suites Misc services
123566	SUNRISE ENGINEERING INC		2/23/2022	3/10/2022	\$7,036.50 382.50	104240.460	Inspect ENGINEER	Funding & Procurement Engineering
					4,720.00 197.50 1,736.50 \$33,684.75	104240.460 104240.460 104240.460	Inspect ENGINEER Inspect ENGINEER Inspect ENGINEER	Engineering Design 500 W Roadway improvements R&B surveying
02012022	U.S. POSTAL SERVICE	49175	2/1/2022	2/1/2022	\$528.63 237.88 63.44 140.02 31.43 55.86	104140.240 104140.310 516660.240 536310.240 556350.240	Admin OFFICE EXPENSE, SUP Admin ATTORNEY/IN HOUSE Admin OFFICE EXPENSE, SUP Irrigation OFFICE EXPENSE, S Drainage OFFICE EXPENSE, S	
1175	UTAH LEAGUE OF CITIES & TOWNS		2/3/2022	3/1/2022	\$150.00 150.00	104111.250	Council EQUIPMENT OPERATI	Power and duties handbooks
1595938	UTAH LOCAL GOVERNMENT TRUST		2/23/2022	2/10/2022	\$1,122.16 1,122.16	101563	ULGT Life Insurance Clearing	Employee life insurance
1595939	UTAH LOCAL GOVERNMENT TRUST		2/23/2022	2/10/2022	\$1,647.33 1,647.33	101564	Workers Comp Clearing	Jan 2022

La Verkin City
Invoice Register - 1/29/2022 to 2/24/2022 - All Invoices

2/25/2022

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
1596698	UTAH LOCAL GOVERNMENT TRUST		2/23/2022	3/10/2022	\$1,122.16	101563	ULGT Life Insurance Clearing	Employee life insurance
1596699	UTAH LOCAL GOVERNMENT TRUST		2/23/2022	3/10/2022	\$50.00	104140.510	Admin INSURANCE	Notary bond C Ballard
1596700	UTAH LOCAL GOVERNMENT TRUST		2/23/2022	3/10/2022	\$1,823.84	101564	Workers Comp Clearing	Feb 2022
1596697	UTAH LOCAL GOVERNMENT TRUST		2/23/2022	3/10/2022	\$76.28	516660.510	Admin INSURANCE	Polaris ranger
	Vendor Total:				\$5,841.77			
PR012822-501	UTAH RETIREMENT SYSTEMS		2/2/2022	2/2/2022	\$9,162.02	102223	Retirement Payable	401k
					704.49	102223	Retirement Payable	Retirement
					8,164.83	102223	Retirement Payable	401K Loan
					42.70	102223	Retirement Payable	Roth IRA
					250.00	102223	Retirement Payable	
PR021122-501	UTAH RETIREMENT SYSTEMS		2/16/2022	2/16/2022	\$9,191.09	102223	Retirement Payable	401k
					705.81	102223	Retirement Payable	Retirement
					8,192.58	102223	Retirement Payable	401K Loan
					42.70	102223	Retirement Payable	Roth IRA
					250.00	102223	Retirement Payable	
	Vendor Total:				\$18,353.11			
13 - 2010 Water	UTAH STATE DIVISION OF FINANCE	49248	2/15/2022	2/15/2022	\$47,904.00	512560.2	2010 Water Revenue Bond repa	Principal - 2010 Water Revenue Bond
					37,000.00		Admin INTEREST EXPENSE 2	Interest - 2010 Water Revenue Bond
PR012822-449	Utah State Tax Commission	49249	2/2/2022	2/2/2022	\$2,056.50	102222	State Withholding	State Income Tax
PR013122-449	Utah State Tax Commission	49249	2/2/2022	2/2/2022	\$50.00	102222	State Withholding	State Income Tax
PR021122-449	Utah State Tax Commission	49249	2/16/2022	2/16/2022	\$2,080.89	102222	State Withholding	State Income Tax
	Vendor Total:				\$4,187.39			
9899509206	VERIZON WIRELESS		2/23/2022	3/1/2022	\$768.96	104140.290	Admin TELEPHONE/COMMUNI	
					100.30	104210.290	Police TELEPHONE	
					256.04	104230.290	Victims TELEPHONE	
					42.58	104253.290	Animal EQUIPMENT OPERATI	
					90.02	516660.290	Admin TELEPHONE & COMMU	
					200.02	536310.290	Irrigation TELEPHONE & COM	
					40.00	556350.290	Drainage TELEPHONE & COM	
120720	WASHINGTON CO SOLID WASTE		2/15/2022	2/25/2022	\$24,461.28	546260.410	Garbage PAYMENT TO WASH	Garbage + Blucan
					24,461.28			
52600	WCWCD		2/15/2022	2/25/2022	\$3,082.61	516660.410	Admin PRODUCT OR SERVIC	Water devekopment surcharge fee
					3,082.61			
52613	WCWCD		2/16/2022	2/25/2022	\$6,965.70	516660.440	Admin CONNECTION COSTS	Residential connections Jan. 2022 + overages
					6,965.70			

La Verkin City Invoice Register - 1/29/2022 to 2/24/2022 - All Invoices

2/25/2022

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
R10201223	Weeks, James	ACH.7220.0202221047	2/1/2022	2/1/2022	\$1,200.00	104140.311	Admin ATTORNEY	
1271811	WHEELER CAT		2/3/2022	2/25/2022	\$55.74			
					0.56	104160.250	Bldg EQUIPMENT OPERATING	
					1.11	104240.250	Inspect EQUIPMENT OPERATI	Valve
					1.12	104410.250	Streets EQUIPMENT OPERATI	
					8.36	104410.745	Streets STREET IMPROVEME	
					5.57	104510.250	Parks EQUIPMENT OPERATI	
					22.30	516340.250	O&M EQUIPMENT OPERATI	
					2.79	516340.450	O&M SYSTEMS MAINTENANC	
					2.79	536310.250	Irrigation EQUIPMENT OPERA	
					5.57	556350.250	Drainage EQUIPMENT OPERA	
					5.57	556350.440	Drainage NEW SERVICES	
011022	ZIONS FIRST NATIONAL BANK CC		2/16/2022	1/10/2022	\$167.55		Police TELEPHONE	Phone
					110.58	104210.290	Victims TELEPHONE	Phone
011322	ZIONS FIRST NATIONAL BANK CC		2/3/2022	2/1/2022	\$15.45			
					15.45	104620.610	Comm COMMUNITY DEVELOP	Screen cloud
020122	ZIONS FIRST NATIONAL BANK CC		2/3/2022	2/15/2022	\$99.94			
					99.94	104253.270	Animal B&G OPERATIONS AN	Racks
020422	ZIONS FIRST NATIONAL BANK CC		2/16/2022	2/20/2022	\$380.00			
PO# 4270					350.00	516660.230	Admin TRAVEL & TRAINING	Water school CEU's Feb 28 to March 4 2022
021522	ZIONS FIRST NATIONAL BANK CC		2/15/2022	2/7/2022	\$380.00			
PO# 4270					380.00	516660.230	Admin TRAVEL & TRAINING	Clay / Curran
34093	ZIONS FIRST NATIONAL BANK CC		2/3/2022	2/15/2022	\$566.50			
					566.50	104210.230	Police TRAVEL & TRAINING	Police Chief training for N Nuccitelli
50608516	ZIONS FIRST NATIONAL BANK CC		2/15/2022	2/22/2022	\$144.00			
PO# 4272					144.00	104140.240	Admin OFFICE EXPENSE, SUP	Grammarly for Recorder
5316267	ZIONS FIRST NATIONAL BANK CC		2/3/2022	2/15/2022	\$17.02			
					17.02	104253.270	Animal B&G OPERATIONS AN	Batteries
7377	ZIONS FIRST NATIONAL BANK CC		2/15/2022	2/25/2022	\$93.04			
					93.04	104410.745	Streets STREET IMPROVEME	supplies
7378	ZIONS FIRST NATIONAL BANK CC		2/15/2022	2/25/2022	\$96.13			
					96.13	104410.745	Streets STREET IMPROVEME	supplies
7949012	ZIONS FIRST NATIONAL BANK CC		2/3/2022	2/15/2022	\$34.04			
					34.04	104253.270	Animal B&G OPERATIONS AN	Batteries
Ashley A	ZIONS FIRST NATIONAL BANK CC		2/15/2022	2/7/2022	\$380.00			
PO# 4270					380.00	516660.230	Admin TRAVEL & TRAINING	Water school CEU's Feb 28 to March 4 2022
Kyle L	ZIONS FIRST NATIONAL BANK CC		2/15/2022	2/7/2022	\$380.00			
PO# 4270					380.00	516660.230	Admin TRAVEL & TRAINING	Water school CEU's Feb 28 to March 4 2022
Max M	ZIONS FIRST NATIONAL BANK CC		2/15/2022	2/7/2022	\$380.00			
PO# 4270					380.00	516660.230	Admin TRAVEL & TRAINING	Water school CEU's Feb 28 to March 4 2022

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
	Vendor Total:				\$3,133.67			
PR012822-234	ZIONS FIRST NATIONAL BANK.	49208	2/2/2022	2/2/2022	\$9,907.10	102221	FICA & FWT Withholding	Social Security Tax
					5,671.94	102221	FICA & FWT Withholding	Medicare Tax
					1,326.52	102221	FICA & FWT Withholding	Federal Income Tax
PR013122-234	ZIONS FIRST NATIONAL BANK.	49208	2/2/2022	2/2/2022	2,908.64	102221	FICA & FWT Withholding	
					\$335.60	102221	FICA & FWT Withholding	Social Security Tax
					231.44	102221	FICA & FWT Withholding	Medicare Tax
					54.16	102221	FICA & FWT Withholding	Federal Income Tax
					50.00	102221	FICA & FWT Withholding	
PR021122-234	ZIONS FIRST NATIONAL BANK.	02162022	2/16/2022	2/16/2022	\$10,074.16	102221	FICA & FWT Withholding	Social Security Tax
					5,781.70	102221	FICA & FWT Withholding	Medicare Tax
					1,352.20	102221	FICA & FWT Withholding	Federal Income Tax
					2,940.26	102221	FICA & FWT Withholding	
	Vendor Total:	Total:			\$20,316.86			
					\$297,981.28			
					25,373.01	101562	GL Account Summary	
					2,244.32	101563	PEHP/AFLAC Insurance Clearing	
					3,471.17	101564	ULGT Life Insurance Clearing	
					20,316.86	102221	Workers Comp Clearing	
					4,187.39	102222	FICA & FWT Withholding	
					18,353.11	102223	State Withholding	
					2,702.03	102224	Retirement Payable	
					64.80	102225	Health Savings Account	
					678.00	103801.3	Misc Payable	
					150.00	104111.250	Impact fees - Streets Council	
					647.75	104121.240	EQUIPMENT OPERATI	
					225.00	104140.210	Police JUSTICE COURT	
					133.17	104140.220	Admin BOOKS, SUBSCRIPTION	
					1,130.08	104140.240	Admin PUBLIC NOTICES	
					500.00	104140.250	Admin OFFICE EXPENSE, SUP	
					780.00	104140.270	Admin EQUIPMENT OPERATIN	
					1,388.21	104140.280	Admin B&G OPERATION AND	
					100.30	104140.290	Admin UTILITIES	
					488.13	104140.310	Admin TELEPHONE/COMMUNI	
					1,200.00	104140.311	Admin ATTORNEY IN HOUSE	
					837.82	104140.315	Admin ATTORNEY	
					50.00	104140.510	Admin COMPUTER EQUIPME	
					204.21	104160.250	Admin INSURANCE	
					300.00	104160.270	Bldg EQUIPMENT OPERATING	
					680.50	104210.230	Bldg B&G OPERATION AND M	
					80.00	104210.240	Police TRAVEL & TRAINING	
					1,327.78	104210.250	Police OFFICE EXPENSE, SUP	
					461.37	104210.280	Police EQUIPMENT OPERATIN	
					366.62	104210.290	Police UTILITIES	
					104.55	104210.315	Police TELEPHONE	
					13,662.54	104210.410	Police COMPUTER EQUIPMEN	
					76.55	104210.450	Police DAT/INVESTIGATION/DI	
					47.77	104210.610	Police VEHICLE MAINTANCE	
					99.55	104230.290	Police MISC SUPPLIES	
					42.06	104230.300	Victims TELEPHONE	
					16.05	104230.315	Victims FUEL	
					64.61	104240.250	Victims COMPUTER EQUIPME	
					37,099.75	104240.460	Inspect EQUIPMENT OPERATI	
							Inspect ENGINEER	

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
					230.78	104253.250	Animal EQUIPMENT OPERATI	
					251.47	104253.270	Animal B&G OPERATIONS AN	
					181.45	104253.280	Animal UTILITIES	
					115.00	104253.610	Animal MISC SUPPLIES	
					64.58	104410.250	Streets EQUIPMENT OPERATI	
					2,292.16	104410.280	Streets UTILITIES	
					718.11	104410.745	Streets STREET IMPROVEME	
					1,400.00	104510.120	Parks PART TIME EMPLOYEE	
					1,633.58	104510.250	Parks EQUIPMENT OPERATI	
					299.50	104510.280	Parks UTILITIES	
					620.00	104510.410	Parks CEMETARY IMPROVEM	
					1,482.44	104510.470	Parks IMPACT FEES	
					139.09	104620.610	Comm COMMUNITY DEVELOP	
					149,084.22		Total	
					50.63	511311	Accounts Receivable	
					743.08	512330	Turn on Fee/Renter Deposit	
					37,000.00	512580.2	2010 Water Revenue Bond repa	
					1,291.82	516340.250	O&M EQUIPMENT OPERATI	
					100.00	516340.420	O&M PURIFICATION AND TRE	
					13,524.95	516340.450	O&M SYSTEMS MAINTENANC	
					1,900.00	516680.230	Admin TRAVEL & TRAINING	
					576.36	516680.240	Admin OFFICE EXPENSE, SUP	
					417.98	516680.280	Admin UTILITIES	
					200.02	516680.290	Admin TELEPHONE & COMMU	
					554.50	516680.315	Admin SOFTWARE OR INFOR	
					3,241.74	516680.410	Admin PRODUCT OR SERVIC	
					6,965.70	516680.440	Admin CONNECTION COSTS	
					76.28	516680.510	Admin INSURANCE	
					10,904.00	516680.821	Admin INTEREST EXPENSE 2	
					77,547.06		Total	
					43,675.97	526260.520	Sewer PAYMENT TO ASH CRE	
					130.79	536310.240	Irrigation OFFICE EXPENSE, S	
					266.88	536310.250	Irrigation EQUIPMENT OPERA	
					40.00	536310.290	Irrigation TELEPHONE & COM	
					160.00	536310.315	IrrigationCOMPUTER EQUIPM	
					452.64	536310.450	Irrigation WATER MAIN REPAIR	
					1,050.31		Total	
					24,461.28	546260.410	Garbage PAYMENT TO WASH	
					1,070.00	555520	Drainage S/D IMPACT	
					232.81	556350.240	Drainage OFFICE EXPENSE, S	
					331.68	556350.250	Drainage EQUIPMENT OPERA	
					40.00	556350.290	Drainage TELEPHONE & COM	
					165.00	556350.315	Drainage SOFTWARE & COMP	
					322.95	556350.440	Drainage NEW SERVICES	
					2,162.44		Total	
					\$297,981.28		GL Account Summary Total	

DRAFT

ORDINANCE NO. 2022-__

AN ORDINANCE AMENDING SUBSECTION B OF SECTION 10-6G2-2-5 OF THE LaVERKIN CITY CODE TO LIMIT USES PROVIDED IN SUCH SECTION TO NO MORE THAN 3,000 FEET FROM THE INTERSECTION OF SR-9 AND SR-17; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the *City Zoning Map* of and for the City of LaVerkin, Utah, was adopted January 17, 2007; and

WHEREAS, Section 10-2-9 of *The LaVerkin City Code* (LVCC) provides the legal support and procedural requirements for a change in any zoning district or districts within the city limits of the LaVerkin; and

WHEREAS, the City Council in a series of ordinances adopted in 2017 (Ordinance Numbers 2017-2 through 2017-4 provided for tourist-related lodging facilities as recreational vehicle (RV) resorts, cabins, yurts, and other permanent small transient structures or quarters intended for short-term rental, in the *Tourist/Resort Commercial* zone, so long as they were designed to promote and encourage a positive impact on the character, aesthetics, safety, and environment of the community, and not result in the establishment of a public nuisance; and

WHEREAS, since that time, it has been determined that RV resorts—though appropriate for the northeast quadrant of the City—are not desired in the vicinity of the southern gateway to the community near the bridge leading to Hurricane (“southern gateway”); and

WHEREAS, Subsection B of Section 10-6G2-2-5, LVCC, as adopted and modified by the above-referenced ordinances, could be read to permit the RV resorts in certain portions of the southern gateway; and

WHEREAS, Staff has prepared and support an amendment to said subsection to limit RV resorts to a portion of the northeast quadrant of the City; and

WHEREAS, a public hearing thereon was duly advertised (“noticed up”) and held on the _____ day of _____, 2022, and public input was taken with regards to the proposed ordinance; and

WHEREAS, upon careful review and consideration of Staff recommendations, public input received at said public hearing, further discussion of the members of the Planning Commission, the Planning Commission has recommended that the City Council approve the proposed ordinance amending Subsection B of Section 10-6G2-2-5 of the LVCC; and

WHEREAS, the City Council deems it to be in the best interests of the City and its residents, guests, and businesses to amend the LVCC to restrict the location and operation of RV resorts to a portion of the northeast quadrant of the City, as set forth herein.

ORDINANCE NO. 2022-____

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

SECTION I: AMENDMENT OF THE LaVERKIN CITY CODE, BY AMENDING
SUBSECTION B.1.c OF SECTION 10-6G2-2-5:

Subsection B.1.c of Section 10-6G2-2-5 of Title 3 of *The LaVerkin City Code*, which
currently reads as

- b. Shall be located not less than 1,000 feet from the intersection of State
Route (SR) 9 and SR 17.

Is hereby amended to read as follows:

- b. Shall be located *not less than* 1,000 feet from the intersection of State
Route (SR) 9 and SR 17, and—with respect to RV resorts—*not more than*
3,000 feet from said intersection.

SECTION II: REPEAL OF CONFLICTING PROVISIONS.

That all ordinances or resolutions, or parts or provisions thereof, in conflict with the
provisions of this Ordinance, are hereby repealed to the extent that they conflict herewith.

SECTION III: SEVERABILITY.

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

SECTION IV: EFFECTIVE DATE.

That, in the opinion of the City Council of LaVerkin City, it is necessary for the
preservation of the peace, welfare, health, and safety of the inhabitants of LaVerkin City that this
Ordinance take effect as soon as possible. This Ordinance, therefore, shall take effect
immediately upon its passage and first publication as provided by law:

ORDINANCE NO. 2022-____

PASSED AND ADOPTED by the City Council of LaVerkin City this ____ day of _____, 2022.

KELLY WILSON, Mayor

ATTEST:

CHRISTY BALLARD, City Recorder

U

(Receipt)



Bidding and Contract Documents
for
City of LaVerkin
Roads & Utilities Improvements Project

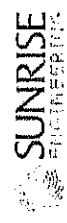
Bidding Documents, Contract Documents
& Specifications

for

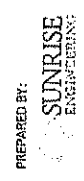
CITY OF LAVERKIN
ROADS & UTILITIES IMPROVEMENTS PROJECT

City Administration

MAYOR..... Kelly Wilson
COUNCIL MEMBER..... Blair Gubler
COUNCIL MEMBER..... Patricia Wise
COUNCIL MEMBER..... Mirrah Gubler
COUNCIL MEMBER..... Chuck Hardy
CITY ADMINISTRATOR..... Richard M. Hirschi
..... Kyle Gubler



Prepared by:
SUNRISE ENGINEERING, INC.
11 North 300 West
Washington, Utah 84780
Ph: (435) 652-8450
Fax: (435) 652-8415



11 North 300 West
Washington, Utah 84780
Tel: 435.652.8450
Fax: 435.652.8415

Vernell E. Meloy, P.E.
State of Utah No. 8272145
Project Engineer
Date: February 10, 2022

LaVerkin City
LaVerkin, Utah
ROAD & UTILITIES IMPROVEMENTS PROJECT

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the Road & Utilities Improvements Project will be received by LaVerkin City, at the office of the 435 North Main Street, LaVerkin, Utah 84745 until 11:00 a.m. local time on 03/09/2022 at which time the Bids received will be publicly opened and read.

This project includes the demolition and reconstruction of approximately 1,570 LF of a local collector road extending from State Street to Main Street. Also included is installing a new storm drain line that is approximately 1,365 LF, ranging from 12 to 24 inches in diameter. The work on the new roadway will include installation of a new water line, irrigation line, power conduits, and the upsizing of an existing sewer line. The installation of a new irrigation line extends further than the construction of the road, to 250 W and Valley View Dr, for an approximate length of 3,210 LF. This project takes place in two locations, one along 100 S and the other along 470 W. The first mentioned location includes boring under State Street. 470 W includes approximately 200 LF of new road and will include installation of a new water line (6-inch) and irrigation line (4-inch).

Bids will be received for a single prime contract. Bids shall be on a lump sum and unit price basis as indicated in the Bid Form

Bidding Documents may be examined online at www.sunrise-eng.com; or at the office of the Engineer, Sunrise Engineering, Inc. 11 North 300 West, Washington, Utah 84780, on Mondays through Fridays between the hours of 8:00 a.m. – 5:00 p.m.

Bidding Documents may be viewed and obtained online by registering with the Issuing Office at www.sunrise-eng.com. Following registration, complete sets of Bidding Documents may be downloaded from the Issuing Office's website as portable document format (PDF) files.

1. Navigate to Sunrise Engineering's website at www.sunrise-eng.com.
2. Click on "Plan Room" at the bottom of the homepage.
3. Register or log in (if returning Bidder) – one must register or log in to obtain access to the Project Documents
4. Click on "Add Me to Plan Holders List" that corresponds with the Project.
5. Click on "View Project Details".
6. This will be the page to download Project Documents, see Photos, see Plan Holders, and obtain Addenda.

Any notices regarding changes / addenda to the Project Documents will be sent to the email addresses associated with the Bidders' registration. Bidders are responsible to maintain accurate contact information and check the Plan Room website often to receive updates or additional information.

A pre-bid conference will be held at 11:00 a.m. local time on 03/09/2022 at the 435 North Main Street, LaVerkin, Utah 84745. Attendance at the pre-bid conference is highly encouraged but is not mandatory. Bid security shall be furnished in accordance with the Instructions to Bidders.

+ + END OF ADVERTISEMENT FOR BIDS + +

SUGGESTED INSTRUCTIONS TO BIDDERS
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BID FORM

LaVerkin City
Roads & Utilities Improvements Project
03/16/2022

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
LaVerkin City, 435 North Main Street, LaVerkin, Utah 84745
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s): [See Next Page]

BID SCHEDULE

CONTRACT FOR: Levee City Road Improvement, Page 201

The undersigned Bidder hereby certifies that the Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

NOTE: 1. Bidder shall be held responsible for the accuracy of the information provided in this schedule. 2. Bidder shall be held responsible for the accuracy of the information provided in this schedule. 3. Bidder shall be held responsible for the accuracy of the information provided in this schedule.

No.	Description	Item	Quantity	Unit	Unit Price	Amount
1	MOBILIZATION		1	L3		
2	TRAFFIC CONTROL		1	L3		
3	DEBRIS REMOVAL		12	RS		
4	MATERIALS SAMPLING TESTING		1	L3		
5	DUST CONTROL & WATERING		1	L3		
6	CONSTRUCTION STAGING		1	L3		
7	FORM WATER POLLUTION PREVENTION IN DRAINAGE		1	L3		
8	CLEARING, GRUBBING & PRODUCTION		1	L3		
9	PAVEMENT REPAIRS, ASPHALT		2,100	SF		
10	PAVEMENT REPAIRS, CONCRETE		2,118	SF		
11	PAVEMENT REPAIRS, GRAVEL		114	SF		
12	REMOVE EXISTING LANDSCAPING		4,800	SF		
13	REMOVE AND DISPOSE OF TREE		1	E4		
14	REMOVE AND DISPOSE OF TREE		1	E4		
15	REMOVE AND DISPOSE OF TREE		1	E4		
16	REMOVE AND DISPOSE OF TREE		1	E4		
17	REMOVE AND DISPOSE OF TREE		1	E4		
18	REMOVE AND DISPOSE OF TREE		1	E4		
19	REMOVE AND DISPOSE OF TREE		1	E4		
20	REMOVE AND DISPOSE OF TREE		1	E4		
21	REMOVE AND DISPOSE OF TREE		1	E4		
22	REMOVE AND DISPOSE OF TREE		1	E4		
23	REMOVE AND DISPOSE OF TREE		1	E4		
24	REMOVE AND DISPOSE OF TREE		1	E4		
25	REMOVE AND DISPOSE OF TREE		1	E4		
26	REMOVE AND DISPOSE OF TREE		1	E4		
27	REMOVE AND DISPOSE OF TREE		1	E4		
28	REMOVE AND DISPOSE OF TREE		1	E4		
29	REMOVE AND DISPOSE OF TREE		1	E4		
30	REMOVE AND DISPOSE OF TREE		1	E4		

21	CONCRETE CONDUIT	7	EA	
22	CONCRETE	1	EA	
23	7" CONCRETE STEAM DRAIN MANHOLE	1	EA	
24	1" BONE	115	LF	
25	TEMPORARY 2" PIPES BURNING	1	LS	
26	1" PVC SERVICE PIPES FOR 3"	1241	LF	
27	1" AND 2" CRUISE EXISTING LATERALS SERVICE MANHOLE	4	EA	
28	1" SERVICE LATERAL WITH CLEAN OUT	51	LF	
29	1" DETACHING EXISTING LATERALS INTO MAIN (TYPE) USE ABRASION	7	EA	
30	WORKING AND DISPOSAL OF EXISTING 12" SERVICE LINE	1	LS	
31	1" DETACHING EXISTING LATERALS	3	EA	
32	1" DETACHING EXISTING LATERALS	1	LS	
33	1" DETACHING EXISTING LATERALS	1	LS	
34	1" DETACHING EXISTING LATERALS	2,206	LF	
35	1" DETACHING EXISTING LATERALS	209	LF	
36	1" DETACHING EXISTING LATERALS	2	EA	
37	1" DETACHING EXISTING LATERALS	17	EA	
38	1" DETACHING EXISTING LATERALS	1	EA	
39	1" DETACHING EXISTING LATERALS	29	EA	
40	1" DETACHING EXISTING LATERALS	665	LF	
41	1" DETACHING EXISTING LATERALS	1	EA	
42	1" DETACHING EXISTING LATERALS	42	LF	
43	1" DETACHING EXISTING LATERALS	2	EA	
44	1" DETACHING EXISTING LATERALS	1,770	LF	
45	1" DETACHING EXISTING LATERALS	146	LF	
46	1" DETACHING EXISTING LATERALS	7	EA	
47	1" DETACHING EXISTING LATERALS	1	EA	
48	1" DETACHING EXISTING LATERALS	3	EA	
49	1" DETACHING EXISTING LATERALS	12	EA	
50	1" DETACHING EXISTING LATERALS	9	EA	
51	1" DETACHING EXISTING LATERALS	429	LF	
52	1" DETACHING EXISTING LATERALS	201	LF	
53	1" DETACHING EXISTING LATERALS	237	LF	
54	1" DETACHING EXISTING LATERALS	165	LF	
55	1" DETACHING EXISTING LATERALS	165	LF	
56	1" DETACHING EXISTING LATERALS	243	LF	
57	1" DETACHING EXISTING LATERALS	201	LF	
58	1" DETACHING EXISTING LATERALS	2	EA	
59	1" DETACHING EXISTING LATERALS			
60	1" DETACHING EXISTING LATERALS			
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96	1" DETACHING EXISTING LATERALS			
97	1" DETACHING EXISTING LATERALS			
98	1" DETACHING EXISTING LATERALS			
99	1" DETACHING EXISTING LATERALS			
100	1" DETACHING EXISTING LATERALS			

TOTAL

EOC-2 C-410, Bid Form for Construction Contracts.
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and American Society of Civil Engineers. All rights reserved. Page 4

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

The Owner in consultation with the Engineer shall check for mathematical errors. If errors have been made in the extensions of the figures, the Bid Unit Price will be the binding amount and the total amounts will be revised to reflect the corrections.

The low Bid shall be considered to be that Bid which has the lowest total cost.

ARTICLE 6 - TIME OF COMPLETION

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

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

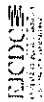
ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- Required Bid security in the form of Bid Bond (EOC No. C-430) or Certified check. (Circle type of Security Provided);
- List of Proposed Subcontractors;
- List of Proposed Suppliers;
- Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- Contractor's License No. _____ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- Required Bidder Qualification Statement with supporting data; and
- Schedule of hourly rates

ARTICLE 8 - DEFINED TERMS

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



PENAL SUM FORM

BID BOND

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

BIDDER (Name and Address):

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

OWNER (Name and Address): LaVerkin City; 435 North Main Street, LaVerkin, Utah 84745

BID

Bid Due Date: 03/16/2022

Description (Project Name— include Location): Roads & Utilities Improvements Project – 100 S, 100 W,
Main St, 470 W

BOND

Bond Number:

Date:

Penal sum

(Words) \$ (Figures)

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

BIDDER

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

(Seal)

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

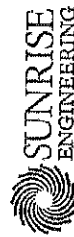
Signature

Title

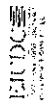
Attest:

Signature

Title



AGREEMENT DOCUMENTS



NOTICE OF AWARD

Date of Issuance: _____
Owner: City of La Verkin
Engineer: Sunrise Engineering, Inc.
Project: _____
Bidder: _____
Bidder's Address: _____

Owner's Contract No.: _____
Engineer's Project No.: _____
Contract Name: _____

TO BIDDER:

You are notified that Owner has accepted your Bid dated [] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Roads & Utilities Improvements Project

This project includes the demolition and reconstruction of approximately 1,570 LF of a minor asphalt road extending from State Street to Main Street. Also included is installing a new storm drain line that is approximately 1,365 LF, ranging from 12 to 24 inches in diameter. The work on this new roadway will include installation of a new water line, irrigation line, power conduits, and the upgrading of an existing sewer line. The installation of a new irrigation line extends further than the construction of the road, to 250 W and Valley View Dr. for an approximate length of 2,430 LF. This project takes place in two locations, one along 200 S and the other along 470 W. The first mentioned location includes during under State Street. 470 W includes approximately 200 LF of new road and will include installation of a new water line (6-inch) and irrigation line (4-inch).

The Contract Price of the awarded Contract is: \$ _____ (note if subject to unit prices, or cost-plus)
[] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. (revise if multiple copies accompany the Notice of Award)

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security (e.g., performance and payment bonds) and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, and this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

UDOT C-510, Notice of Award.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Page 1 of 1

AGREEMENT

THIS AGREEMENT, made between La Verkin City, a Municipal Corporation (hereinafter "OWNER"), with offices at 435 North Main Street and 111 South Main Street, La Verkin, Utah, and _____ (hereinafter "CONTRACTOR"), located at _____

Recitals

WHEREAS, OWNER is in need of certain services of Contractor; and

WHEREAS, CONTRACTOR is licensed as a contractor in the State of Utah and possesses the necessary skill, experience and capability to perform said services and provide the necessary labor and materials in connection therewith; and

WHEREAS, the parties hereto desire to reduce to writing the terms of their Agreement

Terms and Conditions

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Contractor's Services. CONTRACTOR, being duly licensed and able to perform as desired, undertakes and agrees to perform - in a workmanlike manner - certain work (hereinafter "the Services") for OWNER upon the terms and conditions set forth herein.

a. CONTRACTOR shall commence and complete the construction of:

The La Verkin City Road & Utilities Improvements Project

This project includes the demolition and reconstruction of a local collector road extending from State Street to Main Street. Also included is installing a new storm drain line that is approximately 1,365 LF, ranging from 12 to 24 inches in diameter. The work on the new roadway will include installation of a new water line, irrigation line, power conduits, and the upsizing of an existing sewer line. The installation of a new irrigation line extends further than the construction of the road, to 250 W and Valley View Dr. for an approximate length of 2,430 LF. Boring under the highway is included for both the water and irrigation. An additional aspect of the project is the road and utility reconstruction of the 470W cut-de-sec.

b. CONTRACTOR agrees to perform the Services described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____

- c. The type and scope of the Services are set forth in the CONTRACT DOCUMENTS, which are included herewith and incorporated herein by reference. The CONTRACT DOCUMENTS mean and include:

- (1) Advertisement for Bids
- (2) Instructions to Bidders
- (3) Bid Form
- (4) Bid Bond
- (5) Qualification Statement
- (6) This Agreement
- (7) Performance Bond
- (8) Payment Bond
- (9) Special Provisions
- (10) Drawings, as prepared or issued by Sunrise Engineering, Inc.
- (11) Standards and Specifications for Constructions, as prepared or issued by Sunrise Engineering, Inc.
- (12) Addenda:

No. _____ dated _____, 20____
 No. _____ dated _____, 20____
 No. _____ dated _____, 20____

- d. The type and scope of the Services may be modified from time to time by written agreement of the parties.

- e. CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED, and will complete the same within thirty (30) calendar days after the date of the NOTICE TO PROCEED, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

2. Contractor to Provide Labor. CONTRACTOR shall employ and provide qualified, capable and experienced personnel and workers (hereinafter "CONTRACTOR'S EMPLOYEES"), which employees (a) will be considered to be the employees of Contractor at all times and for all purposes, and (b) will at all times be subject to the direct supervision and control of CONTRACTOR. CONTRACTOR shall have the sole responsibility for paying all wages, salaries and taxes (including but not limited to social security taxes and income withholding taxes), and other expenses relating to each of CONTRACTOR'S EMPLOYEES. All salary deductions, withholding and reporting requirements relative to each of CONTRACTOR'S EMPLOYEES shall be the sole responsibility of CONTRACTOR; and CONTRACTOR will at all times indemnify and save OWNER harmless from any and all claims therefor.

3. Dress and Safety Apparel. CONTRACTOR shall ensure that CONTRACTOR'S EMPLOYEES present a neat and workmanlike appearance while employed by CONTRACTOR in carrying out this Agreement. CONTRACTOR will provide safety equipment and safety apparel to CONTRACTOR'S EMPLOYEES as required by law and as suitable for the work being done. CONTRACTOR shall be responsible for requiring and enforcing the use of such applicable and/or required safety equipment and apparel. OWNER may from time to time supply special equipment and/or tools as OWNER may

deem necessary or prudent to assist CONTRACTOR in the performance of the Services; but any such equipment and/or tools shall be inspected by CONTRACTOR prior to use, and the use thereof by CONTRACTOR and/or CONTRACTOR'S EMPLOYEES shall be at the sole risk of CONTRACTOR and/or CONTRACTOR'S EMPLOYEES.

4. Number and Character of Employees. See Section 01500.2, Division 1 - General Requirements (CONTRACT DOCUMENTS), which is hereby incorporated herein as though fully set forth.

- a. CONTRACTOR shall only employ and use, in connection with this Agreement, the number of employees as are reasonably necessary to properly and promptly carry out the Services, and will permit CONTRACTOR to pay CONTRACTOR'S EMPLOYEES their full wages or salary (which shall be not less than the higher of any agreed-upon wages or salary and the applicable statutory minimum wages of salary, if applicable; plus overtime, if any), taking into consideration the amount set forth or otherwise identified in Sections 16 and 12 hereof to be paid by OWNER to CONTRACTOR for the Services.

- b. CONTRACTOR'S EMPLOYEES shall be citizens or lawful residents of the United States, shall be of good moral character, and shall not have been previously convicted of any crime.

- c. Consistent with and in accordance with the provisions of Section 34-30-1, *Utah Code Annotated* (1953, as amended) ("UCA"), CONTRACTOR agrees as follows: (1) that in employing workmen in the construction of the Services (or Project), preference shall be given citizens of the United States or those having declared their intention of becoming citizens; and (2) that if the provisions of this section are not complied with, this Contract shall be void.

- d. Because of the sensitive nature of personal and other information contained in the various departments and offices of OWNER, CONTRACTOR agrees and shall take all reasonable measures necessary to ensure the confidentiality of such information that it or any of its employees may encounter or discover during the course of providing the Services hereunder, and to not access the computers or any physical areas of the premises of OWNER that are not included within the scope of services hereunder and/or to which CONTRACTOR is denied access.

5. No Employer-Employee Relationship with City. There shall be no employer-employee relationship between CONTRACTOR and OWNER or between any of CONTRACTOR'S EMPLOYEES and OWNER. CONTRACTOR shall have the entire charge, control and supervision of the work of CONTRACTOR'S EMPLOYEES and performance of the Services herein. However, OWNER reserves the right to establish general guidelines and standard working rules regarding performance of the Services, and CONTRACTOR will cause its employees to follow such general guidelines and standard working rules.

6. City Not Liable for Injury, Death, or Property Damage; Indemnity. OWNER shall in no manner be liable or accountable for any injury, death, loss or damage to any person or persons or property accident, injury or death which may occur to any of CONTRACTOR'S EMPLOYEES resulting from (a) CONTRACTOR'S EMPLOYEES' performance of the

Services hereunder and/or (b) any act or omission of CONTRACTOR and/or any of CONTRACTOR'S EMPLOYEES. CONTRACTOR assumes all liability therefor and agrees to absolutely and completely indemnify and save OWNER harmless therefrom. CONTRACTOR acknowledges that performance of the Services to be rendered shall be within such guidelines and general standards of performance as OWNER may from time to time establish, including without limitation any and all special safety standards and fire prevention standards as OWNER may specify. CONTRACTOR shall be responsible for monitoring and enforcing safe operations and conduct of and by CONTRACTOR'S EMPLOYEES.

7. Compliance with Applicable Law.

a. CONTRACTOR shall fully comply with the Social Security Act, all tax laws, all applicable safety and health laws, all wage and hour laws, all labor laws, and all other applicable Federal, State and local laws, ordinances, policies, rules, and regulations. CONTRACTOR shall secure such permits or licenses as may be required by law in order for CONTRACTOR to perform its obligations hereunder.

b. The provisions of Title 34, Chapter 34, *Utah Code Annotated* (1953, as amended), as applicable to municipal public works contracts, are (1) hereby incorporated as though fully set forth herein, and (2) binding upon the parties hereto.

8. Workmen's Compensation and Liability Insurance. In addition to any other requirements, obligations, conditions, terms and/or provisions of this Agreement, CONTRACTOR shall comply with the terms, conditions, and requirements of this Section and of Article 6 of the General Conditions (CONTRACT DOCUMENTS); *provided that*, where there is a conflict in amounts of insurance specified in Article 6, the minimums required by this Section shall prevail:

a. CONTRACTOR shall, at its own expense, provide and maintain such workmen's compensation insurance as may now and from time to time (a) be required by law, (b) be applicable to CONTRACTOR'S EMPLOYEES providing the Services hereunder, (c) and adequately protect CONTRACTOR from any claims or potential claims under any present or future Workmen's Compensation Act. Unless otherwise provided in any applicable Request for Proposals or Invitation for Bids concerning the Services which are the subject of this Agreement, CONTRACTOR shall provide OWNER with a certificate or other evidence of such insurance at the time this Agreement is executed or no later than at the time when the Services will commence, and from time to time (as required by OWNER) during the period of this Agreement.

b. CONTRACTOR shall, at its own expense, provide and maintain such other employee benefits as may from time to time be required by applicable local or federal law or regulation (including without limitation unemployment insurance).

c. CONTRACTOR shall, at its own expense, provide general third-party liability insurance (with a company satisfactory to LaVerkin) insuring against death or injury to any third person (including without limitation any employees and agents of LaVerkin, or injury to property, including property of LaVerkin). Such

insurance coverage shall in the amount of *not less than* One Million Dollars (\$1,000,000.00) for injury to one person in any one occurrence, Two Million Dollars (\$2,000,000.00) for injury to two or more persons in any one occurrence, and Five Hundred Thousand Dollars (\$500,000.00) for property damage in any one occurrence. CONTRACTOR shall provide OWNER with a certificate or other evidence of such insurance at the time this Agreement is executed or no later than at the time when the Services will commence, and from time to time (as required by OWNER) during the period of this Agreement, and shall include an appropriate endorsement reflecting OWNER as an additional named insured under such insurance.

9. Performance and Payment Bonds [Contractor's and Subcontractors' Bonds]. Required bonding for the Services shall as governed by this Section and Section 6.01 of the General Conditions (CONTRACT DOCUMENTS).

a. CONTRACTOR shall submit and maintain in full force and effect - at the sole expense of and in a form acceptable to OWNER, and as provided in the CONTRACT DOCUMENTS - a performance bond covering CONTRACTOR'S faithful execution of the Agreement and a payment bond covering payment of all obligations arising under of this Agreement (for the protection of each person supplying labor, service, equipment, and/or material for the performance of the Services), each in an amount equal to or greater than the CONTRACT PRICE, the estimated cost of the project for which the Services herein referenced are to be provided; and

b. By appropriate enforceable agreement, and to the extent it can be practically applied, CONTRACTOR shall require each subcontractor to be bound to CONTRACTOR by the terms of this Agreement, and to assume toward the CONTRACTOR all the obligations and responsibilities which CONTRACTOR, by this Agreement, assumes towards OWNER; and shall require each subcontractor to bond and to enter into similar agreements with its subcontractors which comply with the requirements hereof.

10. Notice of Unsatisfactory Work. The performance by CONTRACTOR of the Services hereunder shall at all times be satisfactory to OWNER. If at any time OWNER finds the performance of the Services by CONTRACTOR (in the judgment of OWNER) to be in any manner unsatisfactory, OWNER shall then notify CONTRACTOR—who shall thereupon have ten (10) days from such notice within which to improve its performance to the satisfaction of OWNER. See Section 14.03 of the General Conditions (CONTRACT DOCUMENTS), which is herein incorporated by reference.

11. Termination by City. Should CONTRACTOR'S performance hereunder be unsatisfactory and should Contractor fail to improve its performance to the satisfaction of OWNER within the period stated in Section 10 above, or should CONTRACTOR fail or refuse to perform the Services in the manner agreed upon, or should CONTRACTOR in any other way fail to comply strictly with any term of this Agreement, or for any other reason or grounds set forth in Section 16.02 (and any subsection thereof) of the General Conditions (CONTRACT DOCUMENTS), then OWNER, at its sole option, may—in addition to any other remedies available to it by law and/or equity, and without waiving

any of its rights to pursue such other remedies—terminate this Agreement and retain so much of the money, if any, due to CONTRACTOR under this Agreement as is necessary to cover any damages suffered by OWNER as a result of CONTRACTOR's breach of this Agreement.

12. Contractor's Compensation. OWNER shall pay to CONTRACTOR, for the Services, in the manner and at such times as set forth in the General Conditions, and in such amounts as required by the CONTRACT DOCUMENTS.

13. Term; Effective Date. This Agreement shall take effect as of the above first written.

14. General. The parties hereto understand, acknowledge, and agree:

a. That all the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns; provided, however, that CONTRACTOR shall not assign this Agreement nor delegate any of its duties hereunder without the express prior written consent of OWNER.

- b. That the CONTRACT DOCUMENTS (which includes this Agreement):

(1) Represent the entire Agreement between the parties and may not be amended except in writing signed by both parties.

(2) Constitute and comprise the entire understanding of the parties hereto, and supersede any previous written or oral communication or representation related to the subject matter hereof, and may only be amended by written instrument signed by both parties hereto. Provided, that minor changes that do not affect the scope of this Agreement or the compensation provided hereunder may be effected through change orders that are first approved and signed by the OWNER's designated representative (rather than by amendment of this Agreement).

(3) Shall be governed, interpreted and construed by the laws of the State of Utah, including all procedural laws and applicable statutes of limitations, that any default of the CONTRACT DOCUMENTS (which includes this Agreement) shall be deemed to have occurred in the State of Utah.

(4) That, when and wherever possible, each provision of the CONTRACT DOCUMENTS (which includes this Agreement):

(a) Shall be deemed to have occurred in the State of Utah.

(b) Shall be interpreted in such a manner as to be valid under applicable law—provided, that should any provision of this Agreement be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of the CONTRACT DOCUMENTS (which includes this Agreement).

c. That, in the event that legal remedies are sought by either party hereto to enforce the terms of the CONTRACT DOCUMENTS (including this Agreement), the prevailing party shall be entitled to costs of suit and a reasonable attorney's fee.

d. That a waiver of a breach of any of the provisions hereof shall not be construed, be either party, as a continuing waiver of other breaches of the same or any other provision hereof.

e. That should any provision of the remaining CONTRACT DOCUMENTS be deemed inconsistent with the terms of this Agreement, the terms of this Agreement (to the extent of such inconsistency) shall prevail.

f. That the venue for any legal proceeding brought or arising out of this Agreement and/or the services covered thereby shall be in the Fifth Judicial District, Washington County, State of Utah.

16. That it is acknowledged that this Agreement has been executed with 4 original copies and that an original copy hereof has been retained by each of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this _____ day of _____, 2022.

CONTRACTOR

BY: _____ Its Duly Authorized Representative;
Name and Position of Authority or Representative Capacity: _____
Address: _____

LAVERGON CITY, a Municipal Corporation

BY: _____

Kelly Wilson, Mayor

ATTEST:

_____, City Recorder

Agreement approved as to form by legal counsel for City, Kevin R. Bennett, City Attorney



NOTICE TO PROCEED

Owner:	LaVerkin City	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Sunrise Engineering, Inc.	Engineer's Project No.:	
Project:	Roads & Utilities Improvements Project	Contract Name:	Roads & Utilities Improvements Project
		Effective Date of Contract	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [] 20 []. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is number of days to achieve Substantial Completion is] or [the number of days to achieve Substantial Completion is] and the number of days to achieve readiness for final payment is].

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner:

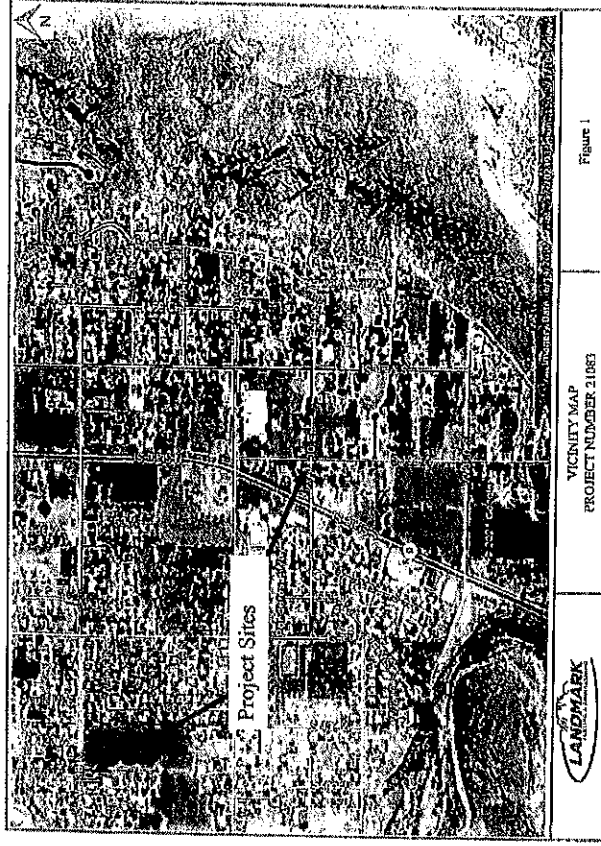
Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer



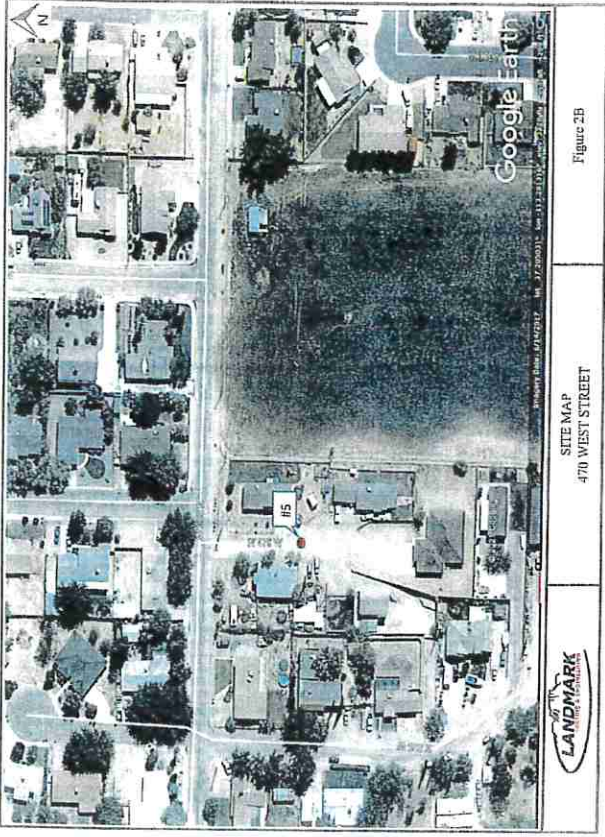


Figure 2B

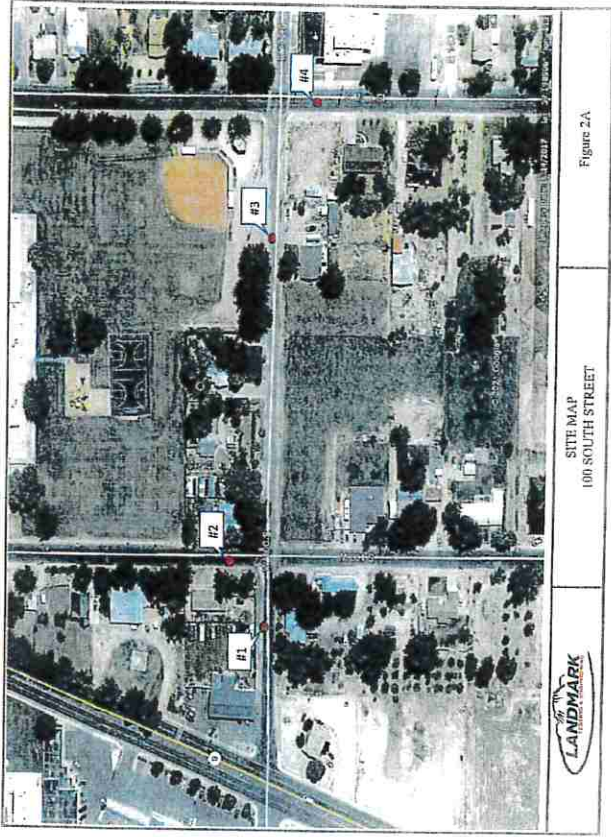


Figure 2A

(Concept)



Bidding Documents, Contract Documents & Specifications

for

CITY OF LAVERKIN WATER IMPROVEMENTS PROJECT

SUNRISE
ENGINEERING

Prepared by:
SUNRISE ENGINEERING, INC.
11 North 300 West
Washington, Utah 84780
Ph: (435) 652-8450
Fax: (435) 652-8416

Bidding and Contract Documents for City of LaVerkin Water Improvements Project

City Administration

MAYOR..... Kelly Wilson
COUNCIL MEMBER..... Blair Gubler
COUNCIL MEMBER..... Patricia Wise
COUNCIL MEMBER..... Mitch Gubler
COUNCIL MEMBER..... Chuck Hardy
COUNCIL MEMBER..... Richard M. Hirschi
CITY ADMINISTRATOR..... Kyle Gubler

PREPARED BY:

SUNRISE
ENGINEERING

11 North 300 West
Washington, Utah 84780
Tel: 435-652-8450
Fax: 435-652-8416

Vernal E. Maloy, P.E.
State of Utah No. 8272145
Project Engineer
Date: January 20, 2022

LAVERKIN CITY
LAVERKIN, UTAH
WATER IMPROVEMENTS PROJECT

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the Water Improvements Project will be received by Laverkin City, at the office of the 435 North Main Street, Laverkin, Utah 84745 until 11:15 a.m. local time on 03/16/2022, at which time the Bids received will be publicly opened and read.

This project consists of approximately 745 LF of road improvements along 900 W to the intersection of 200 N. Also included is installing a new 8-inch irrigation line that is approximately 1,750 LF and a new 8-inch water line that is approximately 2,245 LF. This project takes place in two locations, one at 200 N and the other near LaQuinta Inn at 500 N (Hwy 9). The second mentioned location involves boring under the highway. The second mentioned location includes installing a new water line that is approximately 1,320 LF.

Bids will be received for a single prime contract. Bids shall be on a lump sum and unit price basis as indicated in the Bid Form.

Bidding Documents may be examined online at www.sunrise-eng.com or at the office of the Engineer, Sunrise Engineering, Inc. 11 North 300 West, Washington, Utah 84780, on Mondays through Fridays between the hours of 8:00 a.m. – 5:00 p.m.

Bidding Documents may be viewed and obtained online by registering with the Issuing Office at www.sunrise-eng.com. Following registration, complete sets of Bidding Documents may be downloaded from the Issuing Office's website as portable document format (PDF) files.

1. Navigate to Sunrise Engineering's website at www.sunrise-eng.com.
2. Click on "Plan Room" at the bottom of the homepage.
3. Register or log in (if returning Bidder) – one must register or log in to obtain access to the Project Documents
4. Click on "Add Me to Plan Holders List" that corresponds with the Project.
5. Click on "View Project Details".
6. This will be the page to download Project Documents, see Photos, see Plan Holders, and obtain Addenda.

Any notices regarding changes / addenda to the Project Documents will be sent to the email addresses associated with the Bidders' registration. Bidders are responsible to maintain accurate contact information and check the Plan Room website often to receive updates or additional information.

A pre-bid conference will be held at 11:30 a.m. local time on 03/09/2022 at the 435 North Main Street, Laverkin, Utah 84745. Attendance at the pre-bid conference is highly encouraged but is not mandatory. Bid security shall be furnished in accordance with the instructions to Bidders.

+ + END OF ADVERTISEMENT FOR BIDS + +

SUGGESTED INSTRUCTIONS TO BIDDERS

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BID FORM
LAVERKIN CITY
WATER IMPROVEMENTS PROJECT
03/16/2022

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
LaVerkin City, 435 North Main Street, LaVerkin, Utah 84745
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____

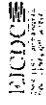
- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- ARTICLE 4 - BIDDER'S CERTIFICATION

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

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s): [See Next Page]

No	Balance	Item	Quantity	Unit	Unit Price	Amount
1		NOBLE TIES	1	EA		
2		TRANSPIRE CONTROL	1	EA		
3		SHIPP CON PUMPAGE AND DRAINAGE CONTROL	1	EA		
4		HYDRAULIC SAMPLING AND TESTING	1	EA		
5		HAZARDOUS WASTE ANALYSIS	1	EA		
6		HAZARDOUS WASTE ANALYSIS	1	EA		
7		HAZARDOUS WASTE ANALYSIS	1	EA		
8		HAZARDOUS WASTE ANALYSIS	1	EA		
9		HAZARDOUS WASTE ANALYSIS	1	EA		
10		HAZARDOUS WASTE ANALYSIS	1	EA		
11		HAZARDOUS WASTE ANALYSIS	1	EA		
12		HAZARDOUS WASTE ANALYSIS	1	EA		
13		HAZARDOUS WASTE ANALYSIS	1	EA		
14		HAZARDOUS WASTE ANALYSIS	1	EA		
15		HAZARDOUS WASTE ANALYSIS	1	EA		
16		HAZARDOUS WASTE ANALYSIS	1	EA		
17		HAZARDOUS WASTE ANALYSIS	1	EA		
18		HAZARDOUS WASTE ANALYSIS	1	EA		
19		HAZARDOUS WASTE ANALYSIS	1	EA		
20		HAZARDOUS WASTE ANALYSIS	1	EA		
21		HAZARDOUS WASTE ANALYSIS	1	EA		
22		HAZARDOUS WASTE ANALYSIS	1	EA		
23		HAZARDOUS WASTE ANALYSIS	1	EA		
24		HAZARDOUS WASTE ANALYSIS	1	EA		
25		HAZARDOUS WASTE ANALYSIS	1	EA		
26		HAZARDOUS WASTE ANALYSIS	1	EA		
27		HAZARDOUS WASTE ANALYSIS	1	EA		
28		HAZARDOUS WASTE ANALYSIS	1	EA		
29		HAZARDOUS WASTE ANALYSIS	1	EA		
30		HAZARDOUS WASTE ANALYSIS	1	EA		
31		HAZARDOUS WASTE ANALYSIS	1	EA		
32		HAZARDOUS WASTE ANALYSIS	1	EA		



BID BOND

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

BIDDER (Name and Address):

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

OWNER: LaVerkin City, 435 North Main Street, LaVerkin, Utah 84745

BID
Bid Due Date:
03/16/2022
Description: Water Improvements Project - 500 W, 470 W, 200 N

BOND
Bond Number:
Date:
Penal sum \$

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

BIDDER
(Seal)
Bidder's Name and Corporate Seal
Surety's Name and Corporate Seal

By: Signature By: Signature (Attach Power of Attorney)

Print Name Print Name

Title Title

Attest: Signature Attest: Signature

Title Title

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

The Owner in consultation with the Engineer shall check for mathematical errors. If errors have been made in the extensions of the figures, the Bid Unit Price will be the binding amount and the total amounts will be revised to reflect the corrections.

The low Bid shall be considered to be that Bid which has the lowest total cost.

ARTICLE 6 - TIME OF COMPLETION

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

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required bid security in the form of Bid Bond (EJCDC No. C-430) or Certified check. (Circle type of Security Provided);
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- E. Contractor's License No.: [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data (EJCDC C-451); and
- G. Schedule of hourly rates

ARTICLE 8 - DEFINED TERMS

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

AGREEMENT

THIS AGREEMENT, made between LaVerkin City, a Municipal Corporation (hereafter "OWNER"), with offices at 435 North Main Street and 111 South Main Street, LaVerkin, Utah, and _____ (hereinafter "CONTRACTOR"), located at _____

Recitals

WHEREAS, OWNER is in need of certain services of Contractor; and

WHEREAS, CONTRACTOR is licensed as a contractor in the State of Utah and possesses the necessary skill, experience and capability to perform said services and provide the necessary labor and materials in connection therewith; and

WHEREAS, the parties hereto desire to reduce to writing the terms of their Agreement.

Terms and Conditions

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Contractor's Services. CONTRACTOR, being duly licensed and able to perform as desired, undertakes and agrees to perform - in a workmanlike manner - certain work (hereinafter "the Services") for OWNER upon the terms and conditions set forth herein.

a. CONTRACTOR shall commence and complete the construction of:

The La Verkin City Water Improvements Project

This project consists of approximately 745 LF of road improvements along 500 W to the intersection of 200 N. Also included is installing a new 6-inch irrigation line that is approximately 1,750 LF and a new 8-inch water line that is approximately 2,245 LF. This project takes place in two locations, one at 200 N and the other near LaQuinn Inn at 500 N (Hwy9). The second mentioned location involves boring under the highway and installing a new water line that is approximately 1,320 LF.

b. CONTRACTOR agrees to perform the Services described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____.

c. The type and scope of the Services are set forth in the CONTRACT DOCUMENTS, which are included herewith and incorporated herein by reference. The CONTRACT DOCUMENTS mean and include:

AGREEMENT DOCUMENTS



- (1) Advertisement for Bids
- (2) Instructions to Bidders
- (3) Bid Form
- (4) Bid Bond
- (5) Qualification Statement
- (6) This Agreement
- (7) Performance Bond
- (8) Payment Bond
- (9) Special Provisions
- (10) Drawings, as prepared or issued by Sunrise Engineering, Inc.
- (11) Standards and Specifications for Constructions, as prepared or issued by Sunrise Engineering, Inc.
- (12) Addenda:
 - No. _____, dated _____, 20__
 - No. _____, dated _____, 20__
 - No. _____, dated _____, 20__

- d. The type and scope of the Services may be modified from time to time by written agreement of the parties.
- e. CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED, and will complete the same within thirty (30) calendar days after the date of the NOTICE TO PROCEED, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
- 2. Contractor to Provide Labor. CONTRACTOR shall employ and provide qualified, capable and experienced personnel and workers (hereinafter "CONTRACTOR's EMPLOYEES"), which employees (a) will be considered to be the employees of Contractor at all times and for all purposes, and (b) will at all times be subject to the direct supervision and control of CONTRACTOR. CONTRACTOR shall have the sole responsibility for paying all wages, salaries and taxes (including but not limited to social security taxes and income withholding taxes), and other expenses relating to each of CONTRACTOR's EMPLOYEES. All salary deductions, withholding and reporting requirements relative to each of CONTRACTOR's EMPLOYEES shall be the sole responsibility of CONTRACTOR; and CONTRACTOR will at all times indemnify and save OWNER harmless from any and all claims therefor.

- 3. Dress and Safety Apparel. CONTRACTOR shall ensure that CONTRACTOR's EMPLOYEES present a neat and workmanlike appearance while employed by CONTRACTOR in carrying out this Agreement. CONTRACTOR will provide safety equipment and safety apparel to CONTRACTOR's EMPLOYEES as required by law and as suitable for the work being done. CONTRACTOR shall be responsible for requiring and enforcing the use of such applicable and/or required safety equipment and apparel. OWNER may from time to time supply special equipment and/or tools as OWNER may deem necessary or prudent to assist CONTRACTOR in the performance of the Services, but any such equipment and/or tools shall be inspected by CONTRACTOR prior to use, and the use thereof by CONTRACTOR and/or CONTRACTOR's EMPLOYEES shall be at the sole risk of CONTRACTOR and/or CONTRACTOR's EMPLOYEES.

- 4. Number and Character of Employees. See Section 01500.2, Division 1 - General Requirements (CONTRACT DOCUMENTS), which is hereby incorporated herein as though fully set forth.

a. CONTRACTOR shall only employ and use, in connection with this Agreement, the number of employees as are reasonably necessary to properly and promptly carry out the Services, and will permit CONTRACTOR to pay CONTRACTOR's EMPLOYEES their full wages or salary (which shall be not less than the higher of any agreed-upon wages or salary and the applicable statutory minimum wages of salary, if applicable; plus overtime, if any), taking into consideration the amount set forth or otherwise identified in Sections 1b and 12 hereof to be paid by OWNER to CONTRACTOR for the Services.

b. CONTRACTOR's EMPLOYEES shall be citizens or lawful residents of the United States, shall be of good moral character, and shall not have been previously convicted of any crime.

c. Consistent with and in accordance with the provisions of Section 34-30-1, *Utah Code Annotated* (1953, as amended) ("UCA"), CONTRACTOR agrees as follows: (1) that in employing workmen in the construction of the Services (or Project), preference shall be given citizens of the United States or those having declared their intention of becoming citizens; and (2) that if the provisions of this section are not complied with, this Contract shall be void.

d. Because of the sensitive nature of personal and other information contained in the various departments and offices of OWNER, CONTRACTOR agrees and shall take all reasonable measures necessary to ensure the confidentiality of such information that it or any of its employees may encounter or discover during the course of providing the Services hereunder, and to not access the computers or any physical areas of the premises of OWNER that are not included within the scope of services hereunder and/or to which CONTRACTOR is denied access.

- 5. No Employer-Employee Relationship with City. There shall be no employer-employee relationship between CONTRACTOR and OWNER or between any of CONTRACTOR's EMPLOYEES and OWNER. CONTRACTOR shall have the entire charge, control and supervision of the work of CONTRACTOR's EMPLOYEES and performance of the Services herein. However, OWNER reserves the right to establish general guidelines and standard working rules regarding performance of the Services, and CONTRACTOR will cause its employees to follow such general guidelines and standard working rules.

- 6. City Not Liable for Injury, Death, or Property Damage; Indemnity. OWNER shall in no manner be liable or accountable for any injury, death, loss or damage to any person or persons or property accident, injury or death which may occur to any of CONTRACTOR's EMPLOYEES resulting from (a) CONTRACTOR's EMPLOYEES' performance of the Services hereunder and/or (b) any act or omission of CONTRACTOR and/or any of CONTRACTOR's EMPLOYEES. CONTRACTOR assumes all liability therefor and agrees to absolutely and completely indemnify and save OWNER harmless therefrom. CONTRACTOR acknowledges that performance of the Services to be rendered shall be within such guidelines and general standards of performance as OWNER may from time

to time establish, including without limitation any and all special safety standards and fire prevention standards as OWNER may specify. CONTRACTOR shall be responsible for monitoring and enforcing safe operations and conduct of and by CONTRACTOR'S EMPLOYEES.

Compliance with Applicable Law.

- a. CONTRACTOR shall fully comply with the Social Security Act, all tax laws, all applicable safety and health laws, all wage and hour laws, all labor laws, and all other applicable Federal, State and local laws, ordinances, policies, rules, and regulations. CONTRACTOR shall secure such permits or licenses as may be required by law in order for CONTRACTOR to perform its obligations hereunder.
- b. The provisions of Title 34, Chapter 34, *Utah Code Annotated* (1953, as amended), as applicable to municipal public works contracts, are (1) hereby incorporated as though fully set forth herein, and (2) binding upon the parties hereto.

8. Workmen's Compensation and Liability Insurance. In addition to any other requirements, obligations, conditions, terms and/or provisions of this Agreement, CONTRACTOR shall comply with the terms, conditions, and requirements of this Section and of Article 6 of the General Conditions (CONTRACT DOCUMENTS); *provided that* where there is a conflict in amounts of insurance specified in Article 6, the minimums required by this Section shall prevail:

- a. CONTRACTOR shall, at its own expense, provide and maintain such workmen's compensation insurance as may now and from time to time (a) be required by law, (b) be applicable to CONTRACTOR'S EMPLOYEES providing the Services hereunder; (c) and adequately protect CONTRACTOR from any claims or potential claims under any present or future Workmen's Compensation Act. Unless otherwise provided in any applicable Request for Proposals or Invitation for Bids concerning the Services which are the subject of this Agreement, CONTRACTOR shall provide OWNER with a certificate or other evidence of such insurance at the time this Agreement is executed or no later than at the time when the Services will commence, and from time to time (as required by OWNER) during the period of this Agreement.
- b. CONTRACTOR shall, at its own expense, provide and maintain such other employee benefits as may from time to time be required by applicable local or federal law or regulation (including without limitation unemployment insurance).
- c. CONTRACTOR shall, at its own expense, provide general third-party liability insurance (with a company satisfactory to LaVerkin) insuring against death or injury to any third person (including without limitation any employees and agents of LaVerkin, or injury to property, including property of LaVerkin). Such insurance coverage shall in the amount of *not less than* One Million Dollars (\$1,000,000.00) for injury to one person in any one occurrence, Two Million Dollars (\$2,000,000.00) for injury to two or more persons in any one occurrence, and Five Hundred Thousand Dollars (\$500,000.00) for property damage in any one occurrence. CONTRACTOR shall provide OWNER with a certificate or other

evidence of such insurance at the time this Agreement is executed or no later than at the time when the Services will commence, and from time to time (as required by OWNER) during the period of this Agreement, and shall include an appropriate endorsement reflecting OWNER as an additional named insured under such insurance.

9. Performance and Payment Bonds [Contractor's and Subcontractors' Bonds]. Required bonding for the Services shall as governed by this Section and Section 6.01 of the General Conditions (CONTRACT DOCUMENTS).

- a. CONTRACTOR shall submit and maintain in full force and effect - at the sole expense of and in a form acceptable to OWNER, and as provided in the CONTRACT DOCUMENTS - a performance bond covering CONTRACTOR'S faithful execution of the Agreement and a payment bond covering payment of all obligations arising under of this Agreement (for the protection of each person supplying labor, service, equipment, and/or material for the performance of the Services), each in an amount equal to or greater than the CONTRACT PRICE, the estimated cost of the project for which the Services herein referenced are to be provided; and

- b. By appropriate enforceable agreement, and to the extent it can be practically applied, CONTRACTOR shall require each subcontractor to be bound to CONTRACTOR by the terms of this Agreement, and to assume toward the CONTRACTOR all the obligations and responsibilities which CONTRACTOR, by this Agreement, assumes towards OWNER; and shall require each subcontractor to bond and to enter into similar agreements with its subcontractors which comply with the requirements hereof.

10. Notice of Unsatisfactory Work. The performance by CONTRACTOR of the Services hereunder shall at all times be satisfactory to OWNER. If at any time OWNER finds the performance of the Services by CONTRACTOR (in the judgment of OWNER) to be in any manner unsatisfactory, OWNER shall then notify CONTRACTOR—who shall thereupon have ten (10) days from such notice within which to improve its performance to the satisfaction of OWNER. See Section 14.03 of the General Conditions (CONTRACT DOCUMENTS), which is herein incorporated by reference.

11. **Termination by City.** Should CONTRACTOR'S performance hereunder be unsatisfactory and should Contractor fail to improve its performance to the satisfaction of OWNER within the period stated in Section 10 above, or should CONTRACTOR fail or refuse to perform the Services in the manner agreed upon, or should CONTRACTOR in any way fail to comply strictly with any term of this Agreement, or for any other reason or grounds set forth in Section 16.02 (and any subsection thereof) of the General Conditions (CONTRACT DOCUMENTS), then OWNER, at its sole option, may—in addition to any other remedies available to it by law and/or equity, and without waiving any of its rights to pursue such other remedies—terminate this Agreement and retain so much of the money, if any, due to CONTRACTOR under this Agreement as is necessary to cover any damages suffered by OWNER as a result of CONTRACTOR'S breach of this Agreement.

12. Contractor's Compensation. OWNER shall pay to CONTRACTOR, for the Services, in the manner and at such times as set forth in the General Conditions, and in such amounts as required by the CONTRACT DOCUMENTS.

13. Term; Effective Date. This Agreement shall take effect as of the above first written.

14. General. The parties hereto understand, acknowledge, and agree:

a. That all the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns; provided, however, that CONTRACTOR shall not assign this Agreement nor delegate any of its duties hereunder without the express prior written consent of OWNER.

b. That the CONTRACT DOCUMENTS (which includes this Agreement):

(1) Represent the entire Agreement between the parties and may not be amended except in writing signed by both parties.

(2) Constitute and comprise the entire understanding of the parties hereto, and supersede any previous written or oral communication or representation related to the subject matter hereof, and may only be amended by written instrument signed by both parties hereto. Provided, that minor changes that do not affect the scope of this Agreement or the compensation provided hereunder may be effected through change orders that are first approved and signed by the OWNER's designated representative (rather than by amendment of this Agreement).

(3) Shall be governed, interpreted and construed by the laws of the State of Utah, including all procedural laws and applicable statutes of limitations; that any default of the CONTRACT DOCUMENTS (which includes this Agreement) shall be deemed to have occurred in the State of Utah.

(4) That, when and wherever possible, each provision of the CONTRACT DOCUMENTS (which includes this Agreement):

(a) Shall be deemed to have occurred in the State of Utah.

(b) Shall be interpreted in such a manner as to be valid under applicable law—provided, that should any provision of this Agreement be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of the CONTRACT DOCUMENTS (which includes this Agreement).

c. That, in the event that legal remedies are sought by either party hereto to enforce the terms of the CONTRACT DOCUMENTS (including this Agreement), the prevailing party shall be entitled to costs of suit and a reasonable attorney's fee.

d. That a waiver of a breach of any of the provisions hereof shall not be construed, be either party, as a continuing waiver of other breaches of the same or any other provision hereof.

e. That should any provision of the remaining CONTRACT DOCUMENTS be deemed inconsistent with the terms of this Agreement, the terms of this Agreement (to the extent of such inconsistency) shall prevail.

f. That the venue for any legal proceeding brought or arising out of this Agreement and/or the services covered thereby shall be in the Fifth Judicial District, Washington County, State of Utah.

16. That it is acknowledged that this Agreement has been executed with 4 original copies and that an original copy hereof has been retained by each of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this _____ day of _____, 2022.

_____, CONTRACTOR

BY: _____, Its Duly Authorized Representative:

Name and Position of Authority or Representative Capacity: _____

Address: _____

LAVERKIN CITY, a Municipal Corporation

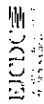
BY: _____

_____, Mayor

ATTEST:

_____, City Recorder

Agreement approved as to form by legal counsel for City, Kevin R. Bennett, City Attorney



NOTICE TO PROCEED

Owner: LaVerkin City
Contractor: Sunrise Engineering, Inc.
Engineer: Water Improvements Project
Project: Water Improvements Project
Contract Name: Water Improvements Project
Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, 20____. [See Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____] and the date of readiness for final payment is _____ or [the number of days to achieve Substantial Completion is _____] and the number of days to achieve readiness for final payment is _____.

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer