

AMERICAN FORK CITY COUNCIL
MAY 3, 2022
SPECIAL SESSION AND WORK SESSION AGENDA

Notice of Electronic Meeting

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

Notice is hereby given that the American Fork City Council will meet in a special session and work session on Tuesday, May 3, 2022, in the American Fork **City Hall**, located at **31 North Church Street**, commencing at 4:00 p.m. The agenda shall be as follows:

SPECIAL SESSION

1. Review and action on acceptance of bid for Art Dye Parking Lot Project and authorization to sign contract documents.
2. Adjourn to a work session.

WORK SESSION

The purpose of City Work Sessions is to prepare the City Council for upcoming agenda items on future City Council Meetings. The Work Session is not an action item meeting. No one attending the meeting should rely on any discussion or any perceived consensus as action or authorization. These come only from the City Council Meeting.

1. Presentation by PARC Tax Advisory Board on recommended allocations of the 2021-2022 PARC Tax funds.
2. Discussion regarding municipal solid waste services.
3. Discussion on the FY2023 General Fund tax revenue and expenses.
4. Discussion on Public Improvement Districts (PIDs).
5. Adjourn.

Dated this 29th day of April 2022.



Terilyn Lurker
City Recorder

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



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 3, 2022**

Department Public Works

Director Approval Scott Sensanbaugher

AGENDA ITEM Review and Action on Acceptance of Bid for Art Dye Parking Lot Project and Authorization to Sign Contract Documents

SUMMARY RECOMMENDATION

Staff recommends acceptance of the bid from _____ in the amount of \$ _____ for the construction of the Art Dye Parking Lot project and authorization to sign all necessary contract documents.

BACKGROUND

In the morning on May 3, 2022, staff will open bids for the Art Dye Parking Lot project. This project is on a very tight time frame in order to be completed in time for Steel Days. Staff will immediately review the bids and make a recommendation for awarding of the bid.

This project is to complete the parking lot at Art Dye Park by paving the currently unpaved areas on the north and west sides of the baseball complex. Also included is concrete work for curbs, gutters, and sidewalks along with necessary drainage infrastructure. The invitations to bid were posted on Sci-Quest (the state's procurement website) and a mandatory pre-bid meeting was held. The lowest responsive bid on the project is the one being presented to the council.

BUDGET IMPACT

The bid received from _____ is in the amount of \$ _____ is project has been approved in the FY 2021-22 budget.

SUGGESTED MOTION

I move that the City accept the bid submitted by _____ in the amount of \$ _____ for the Art Dye Parking Lot Pavement project, and authorize the city to sign the contract and all other related documents.

SUPPORTING DOCUMENTS

American Fork City ART DYE PARKING LOT EXPANSION BID DOCUMENTS final
(DOCX)

American Fork City
ART DYE PARK
PARKING LOT EXPANSION
AMERICAN FORK CITY
CONTRACT DOCUMENTS AND AMENDMENTS TO APWA
SPECIFICATIONS

APRIL 2022



American Fork City
Public Works Department
275 East 200 North
American Fork, UT 84003
(801) 763-3060

American Fork City Art Dye Park – Parking Lot Expansion

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PART 1 GENERAL

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END OF DOCUMENT

Bidding Requirements

American Fork City Art Dye Park – Parking Lot Expansion

DOCUMENT 00 11 16
INVITATION TO BID

Date: April 29, 2022

OWNER: American Fork City
 Public Works Department
 Attn: Rebecca Andrus
 275 East 200 North
 American Fork, Utah 84003

Phone: 801-763-3060
 Fax: 801-763-3005

Bids for the **American Fork City Art Dye Park – Parking Lot Expansion** for construction of additional parking spaces and drainage facilities within the Art Dye Park in American Fork must be submitted before **10:00 AM MDT on May 3, 2022**, through the online Utah Supplier Portal website at purchasing.utah.gov. After which time the service will close and the Bid will be opened and tabulated.

The work to be accomplished under this proposed contract includes the following:

Installing curb, gutter, sidewalk, parking lot construction, asphalt striping and storm drain facilities within the Art Dye Park. Work includes removing existing portion of curb, gutter and sidewalk, grading and existing utility connections. Work to be performed includes all items necessary to proposed improvements including, but not limited to, mobilization, traffic control, excavation, backfilling, surface restoration, and inspections.

Bid Documents will be available on **April 13, 2022**. Bid documents may be obtained online at purchasing.utah.gov. The OWNER requires the Project to be substantially completed **June 24, 2022**.

A **Mandatory Pre-Bid Conference** will be held in person, on-site, near the Art Dye pickleball courts (approximately 550 E. 1000 N., American Fork, UT 84003) on **April 19, 2022, at 2:00pm**.

Last day for questions will be **April 26, 2022**.

Submit your Bond on the Bid Form provided through the Utah Supplier portal website at purchasing.utah.gov.

Bidders will be required to provide Bid security in the form of a Bid Bond of a sum no less than five percent of the Bid price. Refer to other bidding requirements described in Document 00 21 13 – Instructions to Bidders and Document 00 31 00- Available Project Information.

AMERICAN FORK CITY RESEVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS, OR ANY PART OF ANY PROPOSAL. AMERICAN FORK CITY RESEVES THE RIGHT TO WAIVE ANY INFORMALITY IN PART OR IN WHOLE IF IT IS DEEMED TO BE IN THE BEST INTEREST OF AMERICAN FORK CITY.

END OF DOCUMENT

Invitation to Bid 00 11 16-1

American Fork City Art Dye Park – Parking Lot Expansion

**DOCUMENT 00 21 13
INSTRUCTIONS TO BIDDERS****SUMMARY**

- A. Document Includes
1. Part 1 – Defined
 2. Part 2 – Copies of Bid Documents
 3. Part 3 – Qualifications of Bidders
 4. Part 4 – Site and Other Areas; Existing Site Conditions; Examination of Site; Other Work at the Site
 5. Part 5 – Bidder’s Representations
 6. Part 6 – Pre-Bid Conference
 7. Part 7 – Interpretations and Addenda
 8. Part 8 – Bid Security
 9. Part 9 – Contract Times
 10. Part 10 – Liquidated Damages
 11. Part 11 – Substitute and “Or-Equal” Items
 12. Part 12 – Subcontractors, Suppliers, and Others
 13. Part 13 – Preparation of Bid
 14. Part 14 – Basis of Bid; Comparison of Bids
 15. Part 15 – Submittal of Bid
 16. Part 16 – Modification and Withdrawal of Bid
 17. Part 17 – Opening of Bids
 18. Part 18 – Bids to Remain Subject to Acceptance
 19. Part 19 – Evaluation of Bids and Award of Contract
 20. Part 20 – Contract Security and Insurance
 21. Part 21 – Signing of Agreement
 22. Part 22 – Retainage

American Fork City Art Dye Park – Parking Lot Expansion

PART 1 – DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bid Documents are to be issued and where the bidding procedures are to be administered.
 - B. *General Conditions* – As published in the Manual of Standard Specifications, 2017 Edition by the Utah Chapter of the American Public Works Association.
 - C. *CITY* – Used interchangeably with the defined term of “OWNER” in Document 00 72 00 General Conditions. Of which, either definition is used to represent American Fork City.

PART 2 – COPIES OF BID DOCUMENTS

- 2.1 All provisions of the Manual of Standard Specifications, 2017 Edition published by the Utah Chapter of the American Public Works Association (APWA) that are applicable to the Work are hereby made a part of the Contract Documents by reference. The publications may be purchased separately from the Utah LTAP Center, Utah State University, 4111 Old Main Hill, Logan, UT 84322-4111.
- 2.2 Complete sets of the Bid Documents in the number and for the purchase price, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office, except the APWA 2017 Manual of Standard Specifications.
- 2.3 Complete sets of Bid Documents, including the APWA 2017 Manual of Standard Specifications, shall be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.4 OWNER and ENGINEER, in making copies of Bid Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

PART 3 – QUALIFICATIONS OF BIDDERS

- 3.1 To demonstrate Bidder’s qualifications to perform the Work, Bidder must be prepared to submit, upon OWNER’s request, written evidence such as financial data, previous experience, present commitments, and such other data as may be required.
- 3.2 Each Bid must contain evidence of Bidders qualification and authorization to do business in the state or jurisdiction where the Project is located or covenant to obtain such qualification and authorization prior to award of the Contract.
- 3.3 A Bidder’s failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.4 No requirement in this Part 3 to submit information will prejudice the right of OWNER to seek additional pertinent information regarding Bidder’s qualifications.
- 3.5 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder’s representations and certifications.

American Fork City Art Dye Park – Parking Lot Expansion

PART 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OTHER WORK AT THE SITE**4.1** *Site and Other Areas*

- A. The Site is identified in the Bid Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by OWNER for the use of the CONTRACTOR. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by the CONTRACTOR.

4.2 *Existing Site Conditions*

- A. Subsurface Conditions and Hazardous Conditions: CONTRACTOR is responsible to become familiar with the project location and include in the bid all labor, equipment, materials and work associated with completion of the project.
- B. Adequacy of Data: Existing improvement locations as shown on the construction drawings are approximate. CONTRACTOR shall inform OWNER of any discrepancies between the drawings and the field conditions.

4.3 *Site Visit and Testing by Bidders*

- A. If an additional Site visit is required, Bidder shall conduct the Site visit during normal working hours and shall not disturb or obstruct traffic or access of the general public.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent OWNER has control over the Site, and schedule permitting, the OWNER will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. OWNER will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on OWNER's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by OWNER or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.4 *Other Work at the Site*

- A. Reference is made to Part 7 of the General Conditions for the identification of the general nature of other work of which OWNER is aware (if any) that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bid Documents. If OWNER is party to a written contract for such other work, then on request, OWNER will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

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PART 5 – BIDDER’S REPRESENTATIONS

- 5.1 It is the responsibility of each Bidder before submitting a Bid to:
- A. Read and agree to follow all federal requirements associated with this project due to the funding. This includes agreeing to provide all documentation prior to, during, and at completion of the project to verify that Bidder has adhered to all federal requirements.
 - B. Examine and carefully study the Bid Documents, and any data and reference items identified in the Bid Documents.
 - C. Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - D. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
 - E. Consider 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 Bid Documents; and the Site-related reports and drawings identified in the Bid Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs;
 - F. Agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its 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 Bid Documents;
 - G. Become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bid Documents;
 - H. Promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bid Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder;
 - I. Determine that the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
 - J. Agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Part, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bid Documents.

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PART 6 – PRE-BID CONFERENCE

- 6.1 A mandatory pre-Bid conference will be held at the time and location stated in the Invitation to Bid. Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are required to attend and participate in the conference. ENGINEER will include on the state purchasing website all Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements or written statements not on the state purchasing website may not be relied upon and will not be binding or legally effective.

PART 7 – INTERPRETATIONS AND ADDENDA

- 7.1 All questions about the meaning or intent of the Bid Documents are to be submitted on Utah Supplier Portal Website at purchasing.utah.gov. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda and posted on the Utah Supplier Portal Website. Questions will not be allowed or answered after the date listed on the bid for questions. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.2 Addenda may be issued to clarify, correct, or change the Bid Documents as deemed advisable by OWNER or ENGINEER.

PART 8 – BID SECURITY

- 8.1 A Bid must be accompanied by Bid security made payable to OWNER in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Part 5 of the General Conditions.
- 8.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be destroyed. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be OWNER's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be destroyed.
- 8.3 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be destroyed within seven days after the Bid opening.

PART 9 – CONTRACT TIMES

- 9.1 The dates by which the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

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PART 10 – LIQUIDATED DAMAGES

- 10.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

PART 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.1 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bid Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bid Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement.

PART 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and OWNER may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.2 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Part 6.5 of the General Conditions.
- 12.3 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.
- 12.4 CONTRACTOR shall submit lien waivers from itself and any and all of its Subcontractors with the submittals required for final payment. Reference is made to Part 14.8 of the General Conditions.

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PART 13 – PREPARATION OF BID

- 13.1 The Bid Form is included with the Bid Documents, available on Utah Supplier Portal website at purchasing.utah.gov. The Bid Form shall be executed when submitted. All Bids shall be made only on the Bid Form or latest Addenda.
- 13.2 Bid Forms and other required documentation shall be submitted on the Utah Supplier Portal website.
- 13.3 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.4 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.5 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.6 A Bid by an individual shall show the Bidder's name and official address.
- 13.7 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.8 All names shall be typed or printed in ink below the signatures.
- 13.9 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

PART 14 – BASIS OF BID; COMPARISON OF BIDS

- 14.1 Unit Price
 - A. Low Responsive and Responsible Bidder will be selected based upon base Bid price.
 - B. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid Schedule.
 - C. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Part 11.3 of the General Conditions.
 - D. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

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PART 15 – SUBMITTAL OF BID

- 15.1 A Bid shall be submitted no later than the date and time prescribed to American Fork City via the SciQuest bid service. No hard copy bids will be accepted. Bidder should register on the site via the Utah Supplier Portal to receive notifications and submit a Bid.

Utah Supplier Portal Website at purchasing.utah.gov

ATTN: American Fork City

- 15.2 The following shall be submitted with and included as a part of the Bid on the forms provided or as otherwise described herein:

Bid Form (use applicable Bid Form per Addenda)

Bid Security

List of Proposed Subcontractors List of

Proposed Suppliers

List of Project References

Current Business License Information

Certificate of Non-Collusion

E-Verify Certification

PART 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.1 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.2 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

PART 17 – OPENING OF BIDS

- 17.1 Bids will be opened after the date and time of bid closing. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders within 10 days after the opening of Bids.

PART 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.1 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but OWNER may, in its sole discretion, release any prior to the end of this period.

PART 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.1 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder. OWNER also reserves the right to

American Fork City Art Dye Park – Parking Lot Expansion

waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

- 19.2 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.3 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.4 In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.5 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.6 If the Contract is to be awarded, OWNER will give Successful Bidder a Notice of Award within 60 days after the Bid opening.

PART 20 – CONTRACT SECURITY AND INSURANCE

- 20.1 Part 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it shall be accompanied by such bonds.

PART 21 – SIGNING OF AGREEMENT

- 21.1 When OWNER issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within 10 days thereafter, OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

PART 22 – RETAINAGE

- 22.1 Provisions concerning CONTRACTOR's rights to deposit securities in lieu of retainage are set forth in the Agreement.

PART 23 – CONTRACTS TO BE ASSIGNED

- 23.1 No contracts are to be assigned.

END OF DOCUMENT

American Fork City Art Dye Park – Parking Lot Expansion

DOCUMENT 00 31 00
AVAILABLE PROJECT INFORMATION

1.1 SUMMARY

A. Document Includes:

1. No additional reports or documents outside of what is shown on the Construction Drawings are provided for this project.

B. Related Documents:

1. Document 00 21 13 – Instructions to Bidders: Site examination.

END OF DOCUMENT

American Fork City Art Dye Park – Parking Lot Expansion

DOCUMENT 00 41 13**BID FORM**Project: **American Fork City Art Dye Park – Parking Lot Expansion****PART 1 – BID RECIPIENT**

1.1 This Bid is submitted to:

American Fork City via Utah Supplier Portal website at purchasing.utah.gov

1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bid Documents to perform all Work as specified or indicated in the Bid Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents.

PART 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.1 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.
- 2.2 Bidder has read and understands the Assistance Agreement between the Bureau of Reclamation and American Fork City for funding of the project and recognizes that the contractor is responsible to perform work and provide documentation necessary for the City to obtain reimbursement for the work.

PART 3 – BIDDER’S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bid Documents, and any data and reference items identified in the Bid 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 carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bid Documents; and any Site-related reports and drawings identified in the Bid

American Fork City Art Dye Park – Parking Lot Expansion

Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bid Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bid Documents.
- H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bid Documents and confirms that the written resolution thereof by ENGINEER is acceptable to Bidder.
- I. The Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishings of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Part, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bid Documents.

PART 4 – BIDDER'S CERTIFICATION

4.1 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 4.1.D:
 - 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything 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.

PART 5 – BASIS OF BID

- 5.1 Lowest Responsive Bidder will be selected based upon base Bid Price.
- 5.2 Bidder will complete the Work in accordance with the Contract Documents for the price(s) listed on the attached Bid Schedule.

American Fork City Art Dye Park – Parking Lot Expansion

- 5.3 Unit Prices have been computed in accordance with Part 11.7 of the General Conditions. Bidder acknowledges that 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.

PART 6 – TIME OF COMPLETION

- 6.1 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Part 14 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.2 Bidder accepts the provisions of the Agreement as to liquidated damages.

PART 7 – ATTACHMENTS TO THIS BID

- 7.1 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security as specified in the Instructions to Bidders, Part 8;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - 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. Certificate of Non-Collusion; and
 - G. E-Verify Certification.

PART 8 – DEFINED TERMS

- 8.1 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.

American Fork City Art Dye Park – Parking Lot Expansion

PART 9 – BID SUBMITTAL

9.1 This Bid is submitted by:

BIDDER: [Indicate correct name of bidding entity]

By:

[Printed Name] _____

If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

[Signature] _____

[Printed Name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and Email Address: _____

Bidder's License No.: _____

(where applicable)

Attachment: American Fork City ART DYE PARKING LOT EXPANSION BID DOCUMENTS final (Acceptance of Bid for Art Dye Parking Lot)

American Fork City Art Dye Park – Parking Lot Expansion

PART 10 – BID SCHEDULE

Lowest Responsive Bidder will be selected based upon base Bid price.

UNIT PRICE BID SCHEDULE

#	ITEM	QUANTITY	UNIT	UNIT COST	ITEM COST
1	Mobilization	1	LS		
2	Clear & Grub / Cut & Fill	1	LS		
3	Construction Management and Material Testing	1	LS		
4	Erosion Control & SWPPP	1	LS		
5	Remove and Dispose Sidewalk / Curb	590	SF		
6	Construction Surveying	1	LS		
7	24" Carry Curb & Gutter	1385	LF		
8	24" Spill Curb & Gutter	1965	LF		
9	6' Sidewalk	12487	SF		
10	ADA Ramps	4	EA		
11	Concrete Driveway & Approach	1471	SF		
12	Saw Cut Existing Asphalt @ tie-ins	182	LF		
13	Pavement - HMA Asphalt (4" depth)	146000	SF		
14	Untreated Base Course (UTBC) (10" depth)	146000	SF		
15	Parking Stall Striping (353 stalls and islands)	1	LS		
16	Handicap Parking Striping (8 stalls and islands)	1	LS		
17	Crosswalk Striping (3 crossings)	1	LS		
18	Install 15" Storm Drain Pipe (City to supply materials)	720	LF		
19	Catch Basin (2x3) (City to supply materials)	11	EA		
20	Junction Box (3x3) (City to supply materials)	4	EA		
21	Install Stormwater Treatment Snout (15") (City to supply materials)	2	EA		

Total Bid	
------------------	--

Attachment: American Fork City ART DYE PARKING LOT EXPANSION BID DOCUMENTS final (Acceptance of Bid for Art Dye Parking Lot)

American Fork City Art Dye Park – Parking Lot Expansion

PART 11 – MEASUREMENT AND PAYMENT**Bid Item 1 Mobilization/Demobilization**

1. Basis for Measurement: Lump Sum.
2. Basis for Payment: Includes all preparatory work and operations, including, but not limited to, those necessary for movement of personnel, equipment, supplies and incidental items to the project site; for establishment of all offices, buildings and other facilities necessary for work on the project; for obtaining applicable permits; for furnishing, erecting and maintaining all necessary construction signs; for cleanup and demobilization as required; and for all other work and operations which must be performed, or costs incurred, not otherwise paid for prior to beginning work on various items on the project site.

Bid Item 2 Clear/Grub/Cut & Fill

1. Basis for Measurement: Lump Sum
2. Basis for Payment: Full compensation for all labor, equipment, and materials required for earthwork operations of the Art Dye Park site including site preparation, clearing, and grubbing, potholing and the demolition of the existing items remaining to be demolished according to Drawings, excavation of the site to the depth and extents shown on the Drawings and required by the Geotechnical Report, placement, and compaction of excavated material onsite, and final site grading and restoration. Any native material reused onsite will be paid for under this item, regardless of any processing, stockpiling, or additional work by Contractor to prepare the material for reuse. Excavation shall include the removal and subsequent handling of all water, earth, shale, loose, or cemented gravel, loose rock, solid rock, and other materials of whatsoever nature excavated or otherwise removed in the performance of contract work.

Bid Item 3 Construction Management and Material Testing

1. Basis for Measurement: Lump Sum
2. Basis for Payment: Payment shall constitute full compensation for construction management and materials testing as required by the City of American Fork. Removal and disposal of waste materials, preparation of site including removing debris, preparing and notifying the City and engineer of all testing and inspections, and all other operations, materials and incidentals required to complete this item as required.

Bid Item 4 Erosion Control & SWPPP (Include Final plan, NOI, and Inspections)

1. Basis for Measurement: Lump Sum
2. Basis for Payment: Implementation of the SWPPP shall be paid for at the lump sum bid price as a percentage of work completed. Payment shall be considered full compensation for completing an approved SWPPP and implementation thereof. The implementation shall include installing and maintaining Best Management Practices (BMPs) defined in the SWPPP, and monitoring and maintaining the requirements of the SWPPP, preparation of required reports, and meeting all other requirements of the Utah Division of Water Quality.

American Fork City Art Dye Park – Parking Lot Expansion

Bid Item 5 Remove Existing Concrete Sidewalk and Curb

1. Basis for Measurement: Square Foot.
2. Basis for Payment: Payment for removing concrete includes the area to demolished, excavated, removed and grade repaired to accommodate for new sidewalk, as required by the City of American Fork standard technical specifications, plans and specifications.

Bid Item 6 Construction Survey

1. Basis for Measurement: Construction Surveying shall be measured based on the percentage of work completed for the project according to the amount defined in the Bid Schedule.
2. Basis for Payment: Payment for Construction Surveying will be made at the contract lump sum bid price as provided by the Contractor and accepted and agreed to by OWNER in the Bid Schedule. Payments will be made in accordance with the following schedule:
 - a. When 10% of the original contract amount is earned, 25% of the amount bid for construction surveying will be paid.
 - b. When 25% of the original contract amount is earned, an additional 25% for a total of 50% of the amount bid for construction surveying will be paid.
 - c. When 50% of the original contract amount is earned, an additional 25% for a total of 75% of the amount bid for construction surveying will be paid.
 - d. When 75% of the original contract amount is earned, an additional 25% for a total of 100% of the amount bid for construction surveying will be paid.

Bid Item 7 24" Carry Curb & Gutter (Includes 6" Untreated Base Course)

1. Basis for Measurement: Linear Foot
2. Basis for Payment: Full compensation for all labor, equipment, and materials required to construct the concrete curb and gutter with the dimensions, location, and grade shown in the drawings, including unclassified excavation, and haul off unsuitable material, import and compaction of structural base, control joints, and finishing of concrete surface.

Bid Item 8 24" Spill Curb & Gutter (Includes 6" Untreated Base Course)

1. Basis for Measurement: Linear Foot
2. Basis for Payment: Full compensation for all labor, equipment, and materials required to construct the concrete curb and gutter with the dimensions, location, and grade shown in the drawings, including unclassified excavation, and haul off unsuitable material, import and compaction of structural base, control joints, and finishing of concrete surface.

Bid Item 9 6' Wide Sidewalk (4" Depth) (Includes 6" Untreated Base Course)

1. Basis for Measurement: Square Feet
2. Basis for Payment: Full compensation for all labor, equipment, and materials required to construct the sidewalk with the dimensions, location, and grade shown in the drawings, including unclassified excavation, and haul-off of unsuitable material, import and compaction of structural base, control joints, and finishing of concrete surface.

American Fork City Art Dye Park – Parking Lot Expansion

Bid item 10 ADA Ramps

1. Basis for Measurement: Each Item.
2. Basis for Payment: Ramps will be measured and paid for as the actual number of wheelchair ramps, which have been completed. Such price and payment will be full compensation for excavation and backfilling; sawing; pavement repairs; furnishing and placing detectable warnings, construction joints and for all materials labor, equipment, tools, and incidentals necessary to complete the work.

Bid item 11 Concrete Driveway & Approach (6" Depth) (Includes 6" Untreated Base Course)

1. Basis for Measurement: Square Feet
2. Basis for Payment: Driveways will be measured and paid for as the actual area of driveway & approaches which have been completed. Such price and payment will be full compensation for excavation and backfilling; construction joints and for all materials labor, equipment, tools, and incidentals necessary to complete the work.

Bid Item 12 Saw-Cut Existing Asphalt (Existing Parking Lot)

1. Basis for Measurement: Linear Foot
2. Basis for Payment: Payment for the saw-cutting includes the area to be saw cut, excavated, removed and prepared for future asphalt tie-ins per plans and specifications, and as required by the City of American Fork standard technical specifications.

Bid Item 13 Asphalt Paving (4" HMA)

1. Basis for Measurement: Measured and paid for on a per square foot basis for the actual quantity of asphalt required for all parking and roadway areas as required by the City of American Fork standard technical specifications.
2. Basis for Payment: Payment shall constitute full compensation for pavement to the depth required by the City of American Fork, removal and disposal of waste materials, preparation of site including removing debris and preparing base and sub-base; handling, placement, compaction, and all other operations, materials and incidentals required to complete this item as shown on the drawings and specified herein.

Bid Item 14 Untreated Base Course (UTBC) (10" Depth)

1. Basis for Measurement: Measured and paid for on a per square foot basis for the actual quantity of untreated base course (UBC) required for all parking and roadway areas as required by the City of American Fork technical standards.
2. Basis for Payment: Payment shall constitute full compensation for UBC to the depth required by the City of American Fork, removal and disposal of waste materials, preparation of site including removing debris and preparing base and sub-base; handling, placement, compaction, and all other operations, materials and incidentals required to complete this item as shown on the drawings and specified herein.

Bid Item 15 Parking Stall Striping (353 Standard Parking Stalls plus end painted islands)

1. Basis for Measurement: Lump Sum.
2. Basis for Payment: Payment shall be made at the contract unit bid price for the stated number of parking spaces and island striping as shown on the construction drawings. Payment shall be considered complete compensation for all labor, equipment, and materials necessary for paint striping on the finish surfaces as shown on the drawings and specified herein.

American Fork City Art Dye Park – Parking Lot Expansion

Bid Item 16 Handicap Parking Stall Striping & Signage (8 total ADA Parking Stalls)

1. Basis for Measurement: Lump Sum.
2. Basis for Payment: Payment shall be made at the contract unit bid price for the stated number of ADA parking spaces, access isle, & symbol striping as shown on the construction drawings. Payment shall be considered complete compensation for all labor, equipment, and materials necessary for paint striping on the finish surfaces as shown on the drawings and specified herein.

Bid Item 17 Crosswalk Striping (3 new crosswalks)

1. Basis for Measurement: Lump Sum
2. Basis for Payment: Payment for the crosswalk bars shall be made at the contract unit bid price and not paid elsewhere. Payment shall be considered complete compensation for all coordination, labor, equipment, and materials necessary for installing the crosswalk bars as shown on the construction drawings. Including all other incidentals and materials as herein described and as shown on the drawings, required to complete this item.

Bid Item 18 15" Storm Drain Pipe (ADS)

1. Basis for Measurement: Linear Foot
2. Basis for Payment: Payment for the Storm Drain Piping shall be made based on the authorized quantity at the unit price indicated in the Bid. Payment of the applicable Contract unit price shall be full compensation for all labor and equipment to construct the respective pipeline, including coordination with existing utilities, protection of existing utilities including service connections, tree protection, excavation, sheeting, shoring and bracing, backfill, compaction, grading, applicable pavement restoration, all testing and clean-up.
3. American Fork City has ordered and purchased the above stated materials and will have them delivered to the site.

Bid Item 19 Catch Basins (2x3 Precast)

1. Basis for Measurement: Each Item.
2. Basis for Payment: Payment for the Catch Basins shall be made based on the authorized quantity at the unit price indicated in the Bid. Payment of the applicable Contract unit price shall be full compensation for all labor and equipment to construct the respective catch basins, including coordination with existing utilities, protection of existing utilities including service connections, tree protection, excavation, sheeting, shoring and bracing, backfill, compaction, grading, applicable pavement restoration, all testing and clean-up.
3. American Fork City has ordered and purchased the above stated materials and will have them delivered to the site.

Bid Item 20 Junction Box (3x3 Precast)

1. Basis for Measurement: Each Item.
2. Basis for Payment: Payment for the Junction Boxes shall be made based on the authorized quantity at the unit price indicated in the Bid. Payment of the applicable Contract unit price shall be full compensation for all labor and equipment to construct the respective junction boxes, including coordination with existing utilities, protection of existing utilities including service connections, tree protection, excavation, sheeting, shoring and bracing, backfill, compaction, grading, applicable pavement restoration, all testing and clean-up.
3. American Fork City has ordered and purchased the above stated materials and will have them delivered to the site.

American Fork City Art Dye Park – Parking Lot Expansion

Bid Item 21 Stormwater Treatment Snout (15”)

1. Basis for Measurement: Each Item.
2. Basis for Payment: Payment for the snouts shall be made based on the authorized quantity at the unit price indicated in the Bid. Payment of the applicable Contract unit price shall be full compensation for all labor and equipment to construct the snouts.
3. American Fork City has ordered and purchased the above stated materials and will have them delivered to the site.

END OF DOCUMENT

Attachment: American Fork City ART DYE PARKING LOT EXPANSION BID DOCUMENTS final (Acceptance of Bid for Art Dye Parking Lot)

American Fork City Art Dye Park – Parking Lot Expansion

DOCUMENT 00 43 50**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): _____

BID

Bid Due Date:

Description (Project Name and Include Location):

BOND

Bond Number:

Date (Not earlier than Bid due 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

SURETY

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

By: _____

Signature

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____

Attest: _____

Signature

Signature

Title

Title

Note: Above addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

American Fork City Art Dye Park – Parking Lot Expansion

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
 - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
 - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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American Fork City Art Dye Park – Parking Lot Expansion

DOCUMENT 00 43 60

CERTIFICATE OF NON-COLLUSION

American Fork City Art Dye Park – Parking Lot Expansion

State of Utah

§

County of Utah

AFFIDAVIT

The undersigned of lawful age, being first duly sworn, disposes and says:

That as a condition precedent to the award of the **American Fork City Art Dye Park – Parking Lot Expansion** as above captioned, I _____ do solemnly swear that neither I nor to the best of my knowledge any member of my firm or company have either directly or indirectly restrained free and competitive bidding on this project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by American Fork City, with respect to this contract.

Contractor: _____

By: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____ 20 .

Notary Public_____
My Commission Expires

S E A L

American Fork City Art Dye Park – Parking Lot Expansion

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American Fork City Art Dye Park – Parking Lot Expansion

E-VERIFY CERTIFICATION

WHEREAS, the undersigned proposes to furnish labor and materials under a contract to provide Engineering and Construction Management Services for American Fork City Corporation, in the City of American Fork, County of Utah, which American Fork City is the Owner.

NOW THEREFORE, this _____ day of _____, 20____, the undersigned firm verifies its compliance with Utah Code Ann. § G63-11-103 and 13-47-201, stating affirmatively that the individual, firm, or corporation which is contracting with American Fork City has registered with and is participating in a federal work authorization program in accordance with the applicability provisions and deadlines established in Utah Code Ann. § G63-11-103 and 13-47-201.

The undersigned contractor/firm further agrees that should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with American Fork City, of which this certification is a part, the undersigned contractor/firm will secure from such subcontractor(s) similar verification of compliance with Utah Code Ann. G63-11-103 and 13-47-201.

The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to American Fork City at the time the subcontractor(s) is retained to perform such services

E-Verify Number _____

Contractor

{AFFIX CORPORATE SEAL HERE}

(Name of sole ownership, corporation, or partnership)

(Signature of Authorized Representative)

Title

American Fork City Art Dye Park – Parking Lot Expansion

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CONTRACT FORMS

American Fork City Art Dye Park – Parking Lot Expansion

DOCUMENT 00 51 00**NOTICE OF AWARD**

Date : _____

Project: American Fork Art Dye Park – Parking Lot Expansion

OWNER: American Fork City

Bidder: _____

Bidder's Address: _____

You are notified that OWNER has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded **the American Fork Art Dye Park – Parking Lot Expansion**

The Contract Price of the awarded Contract is \$_____.

(written out: _____ Dollars and _____ Cents)

CONTRACTOR is responsible to get and use the 2017 APWA Manual of Standard Specifications on this project.

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 the Contract security (e.g., performance and payment bonds) and insurance documentation as specified in the Instructions to Bidders, General Conditions (Part 2.1), and Modifications to General Conditions 00 73 00.

Failure to comply with these conditions within the time specified will entitle OWNER to consider you in default, annul 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 Contract Documents.

OWNER

By: Authorized Signature

Title

Copy to ENGINEER

American Fork City Art Dye Park – Parking Lot Expansion

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American Fork City Art Dye Park – Parking Lot Expansion

DOCUMENT 00 52 00

AGREEMENT

This AGREEMENT is by and between American Fork City (“OWNER”) and _____ (“CONTRACTOR”). OWNER and CONTRACTOR hereby agree as follows:

PART 1 – WORK

- 1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. **Installing curb, gutter, sidewalk, parking lot construction, asphalt striping and storm drain facilities within the Art Dye Park. Work includes removing existing portion of curb, gutter and sidewalk, grading and existing utility connections. Work to be performed includes all items necessary to proposed improvements including, but not limited to, mobilization, traffic control, excavation, backfilling, surface restoration, and inspections.**

PART 2 – ENGINEER

- 2.1 The Project has been designed the Public Works Department Engineering Division Staff, which is to act as OWNER’s representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

PART 3 – CONTRACT TIMES3.1 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.2 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed on or before **June 24, 2022**, and completed and ready for final payment in accordance with Part 14 of the General Conditions on or before **July 22, 2022**. *Contractor shall not do work or have equipment or unsecured hazards onsite during the American Fork Steel Days Celebration.*

3.3 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 3.1 above and that OWNER will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 3.2 above, plus any extensions thereof allowed in accordance with the Part 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: CONTRACTOR shall pay OWNER \$1500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 3.2 above for Substantial Completion until the Work is substantially complete.

American Fork City Art Dye Park – Parking Lot Expansion

2. Complete of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay OWNER **\$1500** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

PART 4 – CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Unit Price Work, payment will be an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER.

PART 5 – PAYMENT PROCEDURES

- 5.1 *Submittal and Processing of Payments*
 - A. CONTRACTOR shall submit Applications for Payment in accordance with Part 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- 5.2 *Progress Payments; Retainage*
 - A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 5.2.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, then as long as the character and progress of the Work remain satisfactory to OWNER and ENGINEER, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100 percent of the Work completed, less such amounts set off by OWNER pursuant to Part 14 of the General Conditions, and less 200 percent of

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ENGINEER's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

5.3 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.8 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.9.

PART 6 – INTEREST

- 6.1 All moneys not paid when due as provided in Part 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

PART 7 – CONTRACTOR'S REPRESENTATIONS

- 7.1 In order to induce OWNER to enter into this Contract, CONTRACTOR makes the following representations:
 - A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. CONTRACTOR has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. CONTRACTOR is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to technical data in such reports and drawings, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to technical data in such reports and drawings.
 - E. CONTRACTOR has considered the information known to CONTRACTOR itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR; and (3) CONTRACTOR's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, CONTRACTOR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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- J. CONTRACTOR's entry into this Contract constitutes and incontrovertible representation by CONTRACTOR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

PART 8 – CONTRACT DOCUMENTS

8.1 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement
 2. Performance, Payment, and other Bonds.
 3. 2017 APWA Manual of Standard Specifications including the General Conditions.
 4. Modifications to the General Conditions (Supplementary Conditions)
 5. All Supplemental Specifications and Special Provisions as listed in the Table of Contents.
 6. Drawings as listed on the sheet index.
 7. Addenda as issued.
 8. Assistance Agreement Between Bureau of Reclamation and American Fork City dated 10/14/2021.
 9. Exhibits to this Agreement (enumerated as follows):
 - a. CONTRACTOR's Bid
 - b. Documentation submitted by CONTRACTOR prior to Notice of Award.
 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 8.1.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Part 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Part 3.3 of the General Conditions.

PART 9 – MISCELLANEOUS

9.1 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.2 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation,

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moneys that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 *CONTRACTOR's Certifications*

- A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.5:
 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
 3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

American Fork City

By: _____

Title: _____

Attest: _____

Address for giving notices:

American Fork City

Phone No. _____

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

By: _____

Title: _____

Attest: _____

Address for giving notices:

Phone No. _____

(where applicable)

(If CONTRACTOR is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

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DOCUMENT 00 55 00
NOTICE TO PROCEED

Date : _____

Project: **American Fork Art Dye Park – Parking Lot Expansion**

OWNER: American Fork City

CONTRACTOR: _____

CONTRACTOR's Address: _____

OWNER hereby notifies CONTRACTOR that the Contract Times under the above Contract will commence to run on [month day, year].

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 [month, day, year], and the date of readiness for final payment is [month, day, year].

Before starting any Work at the Site, CONTRACTOR must comply with the following:

1. Paragraph 2.1 of the General Conditions provides that CONTRACTOR and OWNER must each deliver to the other (with copies to ENGINEER and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.
2. [Note any access limitations, security procedures, or other restrictions]

Additional requirements may be defined when Notice to Proceed is issued.

 OWNER

By: _____ Authorized Signature

 Title

Copy to ENGINEER

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DOCUMENT 00 61 00
PERFORMANCE BOND

CONTRACTOR (*name and address*):
business):

SURETY (*name and address of principal place of*

OWNER (*name and address*):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (*name and location*):

BOND

Bond Number:

Date (*not earlier than the Effective Date of the Agreement of the Construction Contract*):

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

(seal)

CONTRACTOR's Name and Corporate Seal

By: _____
 Signature

 Print Name

 Title

Attest: _____
 Signature

 Title

SURETY

(seal)

Surety's Name and Corporate Seal

By: _____
 Signature (*attach power of attorney*)

 Print Name

 Title

Attest: _____
 Signature

 Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to CONTRACTOR, Surety, OWNER, or other party shall be considered plural where applicable.

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1. The CONTRACTOR and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the OWNER for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Construction Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no OWNER Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

31. The OWNER first provides notice to the CONTRACTOR and the Surety that the OWNER is considering declaring a CONTRACTOR Default. Such notice shall indicate whether the OWNER is requesting a conference among the OWNER, CONTRACTOR, and Surety to discuss the CONTRACTOR's performance. If the OWNER does not request a conference, the Surety may, within five (5) business days after receipt of the OWNER's notice, request such a conference. If the Surety timely requests a conference, the OWNER shall attend. Unless the OWNER agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the OWNER's notice. If the OWNER, the CONTRACTOR, and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default;

32. The OWNER declares a CONTRACTOR Default, terminates the Construction Contract and notifies the Surety; and

33. The OWNER has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a CONTRACTOR selected to perform the Construction Contract.

4. Failure on the part of the OWNER to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the OWNER has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

51. Arrange for the CONTRACTOR, with the consent of the OWNER, to perform and complete the Construction Contract;

52. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

53. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the OWNER and a CONTRACTOR selected with the OWNERS

concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the OWNER the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the OWNER as a result of the CONTRACTOR Default; or

54. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR, and with reasonable promptness under the circumstances:

5.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, make payment to the OWNER; or

5.4.2. Deny liability in whole or in part and notify the OWNER, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in Paragraph 5.4, and the OWNER refuses the payment or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Construction Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Construction Contract. Subject to the commitment by the OWNER to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

71. the responsibilities of the CONTRACTOR for correction of defective work and completion of the Construction Contract;

72. additional legal, design professional, and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

73. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

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

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10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER, or the CONTRACTOR shall be mailed or delivered to the address shown on the page on which their signature appears.

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

14. Definitions

141 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Construction Contract after all proper adjustments have been made including allowance for the CONTRACTOR for any amounts received or to be received by the OWNER in settlement of insurance or other claims for damages to which the CONTRACTOR is entitled, reduced by all valid and

proper payments made to or on behalf of the CONTRACTOR under the Construction Contract.

142 Construction Contract: The agreement between the OWNER and CONTRACTOR identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

143 CONTRACTOR Default: Failure of the CONTRACTOR, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

144 OWNER Default: Failure of the OWNER, which has not been remedied or waived, to pay the CONTRACTOR as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

145 Contract Documents: All the documents that comprise the agreement between the Owner and CONTRACTOR.

15. If this Bond is issued for an agreement between a CONTRACTOR and subcontractor, the term CONTRACTOR in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be CONTRACTOR.

16. Modifications to this Bond are as follows:

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DOCUMENT 00 61 50**PAYMENT BOND**

CONTRACTOR (*name and address*):
business):

SURETY (*name and address of principal place of*

OWNER (*name and address*):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (*name and location*):

BOND

Bond Number:

Date (*not earlier than the Effective Date of the Agreement of the Construction Contract*):

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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

CONTRACTOR AS PRINCIPAL**SURETY**

(seal)

CONTRACTOR's Name and Corporate Seal

By: _____

Signature

Print Name

Title

Attest: _____

Signature

Title

(seal)

Surety's Name and Corporate Seal

By: _____

Signature (*attach power of attorney*)

Print Name

Title

Attest: _____

Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to CONTRACTOR, Surety, OWNER, or other party shall be considered plural where applicable.

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1. The CONTRACTOR and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the OWNER to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the CONTRACTOR promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the OWNER from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the CONTRACTOR shall have no obligation under this Bond.
3. If there is no OWNER Default under the Construction Contract, the Surety's obligation to the OWNER under this Bond shall arise after the OWNER has promptly notified the CONTRACTOR and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the OWNER or the OWNER's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the CONTRACTOR and the Surety.
4. When the OWNER has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the OWNER against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the CONTRACTOR,
 - 5.1.1 have furnished a written notice of non-payment to the CONTRACTOR, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the CONTRACTOR have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the OWNER to the CONTRACTOR, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the OWNER, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or CONTRACTOR may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the OWNER to the CONTRACTOR under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any,

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under any construction performance bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Construction Contract are dedicated to satisfying obligations of the CONTRACTOR and Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the OWNER, Claimants, or others for obligations of the CONTRACTOR that are unrelated to the Construction Contract. The OWNER shall not be liable for the payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the OWNER, or the CONTRACTOR shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting

with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR to furnish labor, materials, or equipment for use in the performance of the Construction

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Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the CONTRACTOR and the CONTRACTOR's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

- 16.3 **Construction Contract:** The agreement between the OWNER and CONTRACTOR

identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

- 16.4 **OWNER Default:** Failure of the OWNER, which has not been remedied or waived, to pay the CONTRACTOR as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the OWNER and CONTRACTOR.
17. If this Bond is issued for an agreement between a CONTRACTOR and subcontractor, the term CONTRACTOR in this Bond shall be deemed to be Subcontractor and the term OWNER shall be deemed to be CONTRACTOR.
18. Modifications to this Bond are as follows:

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Contractor's Application for Payment No.		
Application Period:		Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE
..... \$ _____

2. Net change by Change Orders
..... \$ _____

3. Current Contract Price (Line 1 ± 2)..... \$ _____

4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)
..... \$ _____

5. RETAINAGE:

a. X _____ Work Completed..... \$ _____

b. X _____ Stored Material..... \$ _____

c. Total Retainage (Line 5.a + Line 5.b)..... \$ _____

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ _____

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7. LESS PREVIOUS PAYMENTS

(Line 6 from prior Application)..... \$ _____

8. AMOUNT DUE THIS APPLICATION

..... \$ _____

9. BALANCE TO FINISH, PLUS RETAINAGE

(Column G total on Progress Estimates + Line 5.c above)..... \$ _____

Payment of: \$ _____

(Line 8 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer) (Date)

Payment of: \$ _____

(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable)
(Date)

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: _____ Date: _____

American Fork City Art Dye Park – Parking Lot Expansion

Progress Estimate - Unit Price Work

Contractor's Application

[illegible]

CONDITIONS OF THE CONTRACT

American Fork City Art Dye Park – Parking Lot Expansion

DOCUMENT 0073 00
MODICATIONS TO GENERAL CONDITIONS
(Supplementary Conditions)

This section changes a portion of 2017 APWA Standard Specifications Section 00 72 00 General Conditions. All other provisions of the Section remain in full force and effect.

Add the following paragraphs to Part 2.2 COPIES OF DOCUMENTS:

- B. OWNER shall not furnish to CONTRACTOR published Contract Documents which include the Manual of Standard Plans and the Manual of Standard Specifications. Such documents shall be purchased separately by the CONTRACTOR.
- C. Copies of all Contract Documents including the Manual of Standard Plans and the Manual of Standard Specifications shall be provided on-site by the CONTRACTOR.

Replace Paragraph C under Part 2.5 BEFORE STARTING CONSTRUCTION with the following:

- C. **Field Office:** An on-site field office is not required; however, CONTRACTOR shall provide and maintain a telephone in the field during performance of the Work such that ENGINEER may always contact CONTRACTOR for transmittal of Plans, instructions, and dissemination of Project information.

Add the following sentence to Paragraph B under Part 4.2 PHYSICAL CONDITIONS - GENERAL:

- A. **Existing Structures:** CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to existing surface or subsurface structures. Contractor shall inform OWNER of differing field conditions.

Replace Paragraph A under Part 5.1 PERFORMANCE, PAYMENT AND OTHER BONDS with the following:

- A. Prior to OWNER executing the Agreement, CONTRACTOR shall file with the OWNER a good and sufficient Performance Bond and Payment Bond, each in the sum of not less than 100 percent of the Contract Price.

The Bonds shall be executed by the CONTRACTOR and secured by a company duly and regularly authorized to do a general surety business in the State of Utah and either (i) named in the current U.S. Treasury Department's listing of approved sureties (Department Circular 570) (as amended) with an underwriting limitation equal to or greater than the Contract Price which the Bond guarantees, or (ii) with a current "A-" rating or better in A.M. Best Co., Inc.'s. Best Insurance Reports, Property and Casualty Edition.

The Performance Bond shall guarantee the faithful performance of the Construction Contract by the CONTRACTOR and the Payment Bond shall guarantee the payment of labor and materials. The Bonds shall inure by their terms to the benefit of the OWNER. Neither this nor any other provision requiring a Performance Bond shall be construed to create any rights in any third-party claimant as against the OWNER for performance of the Work under the Construction Contract.

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If the surety on any Bond furnished by CONTRACTOR is subject to any proceeding under the Bankruptcy Code (Title 11, United States Code), becomes insolvent, its right to do business is terminated in the State of Utah, or it ceases to meet the requirements of this Paragraph, CONTRACTOR shall, within 15 days thereafter, substitute another Bond and surety, both of which must be acceptable to OWNER.

Replace Paragraph A under Part 5.2 INSURANCE with the following:

- A. **General:** CONTRACTOR shall carry all insurance required by Federal, State, County and local laws. CONTRACTOR is required to carry insurance coverage sufficient to cover any injury or damage arising out of the Work and maintain such coverage during the term of this Contract. CONTRACTOR shall procure and maintain the following minimum limits and types of coverage:

<u>TYPE OF COVERAGE</u>	<u>IN AN AMOUNT NOT LESS THAN</u>
-------------------------	-----------------------------------

Umbrella Coverage	\$1,000,000
Commercial General Liability	\$1,000,000 per occurrence
(including contractual liability	\$2,000,000 aggregate
for liability assumed under this combined single limit Contract; broad form property damage; completed operation; and explosion, collapse, and underground coverage)	
Automobile Liability, including	\$1,000,000 combined single owned, hired and non-owned limit coverages

CONTRACTOR shall submit certificates evidencing compliance with the requirements of this Section to the OWNER prior to beginning any Work and warrants that such coverage(s) shall be maintained in full force and effect as provided herein. Further, OWNER shall be named as an additional insured with respect to the operations to be performed under this Contract. The certificate(s) of insurance shall name OWNER as an additional insured without offset against the OWNER's existing insurance and provide for a minimum of thirty (30) days' notice to the OWNER prior to cancellation, reduction in coverage or other substantial modification to the required certificate of insurance.

The certificate of insurance shall set forth at least the following information:

1. Name and address of the insured.
2. A statement that OWNER and ENGINEER are named as additional primary insured without offset against their existing insurance policies.
3. The location of the operations to which the insurance applies.
4. The number of the policy and the type or types of insurance in force under it on the date of the certificate.
5. Evidence of the amounts and types of coverage specified above.
6. The expiration date of the policy and the limit or limits of liability under it on the date of the certificate.

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7. A statement that the insurance covered by the certificate applies to all of the operations on and at the site of the Project which are undertaken by the insured during the life of the Contract.
8. A statement that all coverage is on an occurrence basis rather than claims made basis.
9. A statement that the carrier agrees to the terms of the indemnification provision in the Contract.
10. A statement that explosion, collapse, and underground coverage is included.
11. A statement that a minimum of thirty (30) days' notice shall be given to the OWNER prior to cancellation, reduction in coverage, or other substantial modification to the required certificate.
12. A signature of an authorized representative of the insurance company.
13. In lieu of an insurance certificate setting forth all the required information, a copy of the complete policy or policies may be furnished to the OWNER which contains at least the minimum coverages and names the OWNER and ENGINEER as additional insured.

- B. **Compensation Insurance:** CONTRACTOR shall take out and maintain Workers' Compensation Insurance for all employees employed at the site of the Work during the life of this Contract in an amount not less than the statutory minimum. In case any work is sublet, CONTRACTOR shall require each Subcontractor to provide Workers' Compensation Insurance for its employees unless such employees are covered by the CONTRACTOR. The above coverage is required unless such employees are covered by the protection afforded the CONTRACTOR under a self-insurance plan or with a private carrier approved by the State Industrial Commission.

In the event any class of employees is not protected by the Workers' Compensation Insurance of the CONTRACTOR, the CONTRACTOR shall provide, and shall cause any Subcontractor to provide, special insurance or Employer's Liability coverage in an amount not less than One Hundred Thousand Dollars (\$100,000) per accident, One Hundred Thousand Dollars (\$100,000) disease per employee and Five Hundred Thousand Dollars (\$500,000) disease aggregate for the protection of such employees not otherwise protected.

Commercial General Liability: CONTRACTOR shall procure and maintain during the life of this Contract, such Commercial General Liability insurance necessary to protect it, the OWNER, ENGINEER, or any Subcontractor performing Work under this Contract, from all claims for bodily injury, including accidental death and property damage claims arising from operations under this Contract, whether such operations are the CONTRACTOR's or the Subcontractor's. As an alternative, CONTRACTOR may secure, in the name of the OWNER, and pay for the OWNER's protected policy for the minimum limits required. In this event, the original policy shall be filed with the OWNER in lieu of a certificate of insurance. The Commercial General Liability coverage shall include completed operations and broad form property damage which covers elevator and water damage liability. The minimum limits of commercial general liability shall be an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, combined single limit.

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Such policy shall not exclude coverage for the injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due:

1. To grading of land excavation, burrowing, filling, backfilling, tunneling, pile driving, cofferdam work, or caisson work; or
 2. To moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof; or
 3. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting therefrom; or
 4. Injury to or destruction of any property arising out of blasting or explosion.
- C. **Automobile Liability:** CONTRACTOR shall obtain motor vehicle insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in amounts not less than One Million Dollars (\$1,000,000) combined single limit including owned, hired and non-owned coverages for all forms of bodily injury, property damages, hospital, medications, pain and suffering.
- D. CONTRACTOR shall obtain the above-described insurance from insurance companies duly authorized to issue such policies in the State of Utah and which are "Best Rated A" or better by the A.M. Best Company, or comparable rating as determined at the sole discretion of the OWNER. CONTRACTOR shall maintain such insurance coverage until all the Work has been completed and the Work has been accepted by the OWNER. OWNER shall not be obligated to review any of the CONTRACTOR's Certificates of Insurance, insurance policies or endorsements or to advise the CONTRACTOR of any deficiencies in such documents and any receipt of copies or review by the OWNER of such documents shall not relieve CONTRACTOR from or be deemed a waiver of the OWNER's right to insist on strict fulfillment of CONTRACTOR's obligations under this Paragraph.
- E. **Unemployment Insurance:** In addition to insurance elsewhere specified, CONTRACTOR shall secure and maintain Unemployment Insurance to cover all persons employed on the Project.

Add the following Paragraph E to Part 6.1 CONTROL OF THE WORK:

- E. CONTRACTOR is to follow the Division of Air Quality's Rule for control of fugitive dust and emissions (R307-309), which can be accessed from their website:

<http://www.rules.utah.gov/publicat/code/r307/r307-309.htm>

Replace Paragraph C under Part 6.2 LABOR, MATERIALS AND EQUIPMENT with the following:

- C. **Overtime:** If CONTRACTOR permits overtime work or the performance of Work on Saturday, Sunday or any legal holiday, CONTRACTOR shall do so at no

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increase to the Contract Price and shall receive prior written approval from ENGINEER.

Add the following Paragraph C to Part 6.11 RECORD DOCUMENTS:

- C. CONTRACTOR shall videotape entire area to be impacted by Project prior to construction to protect themselves and/or the OWNER. Damage to any improvements that existed prior to construction shall be noted and brought to the attention of the ENGINEER.

Add the following immediately after Paragraph A under Part 6.12 SAFETY AND PROTECTION:

1. CONTRACTOR shall comply with all rules and regulations of the City, County, and State authorities regarding the closing of public streets or highways to the use of the public traffic. No road shall be closed by CONTRACTOR to the public except by express permission of the ENGINEER. Traffic must be kept open on those roads and streets where no detour is possible. CONTRACTOR shall, at all times, conduct his work so as to assure the least possible obstructions to traffic and normal commercial pursuits. All obstructions within traveled roadways shall be protected by approved signs, barricades, and lights where necessary or ordered by the ENGINEER for the safety of the traveling public. The convenience of the general public and residents and the protection of persons and property is of prime importance and shall be provided for by CONTRACTOR in an adequate and satisfactory manner.
2. CONTRACTOR shall use every reasonable precaution to safeguard the persons and property of the traveling public. Failure of ENGINEER to notify CONTRACTOR to maintain barricades, barriers, lights, flares, danger signals, or watchmen shall not relieve CONTRACTOR from his responsibility. All barricades and obstructions shall be protected at night by signal lights which shall be suitably distributed across the roadway and kept burning from sunset to sunrise. Barricades shall be of substantial construction.
3. Whenever CONTRACTOR's operations create a hazardous condition, he shall furnish flagmen and guards as necessary or as ordered by the ENGINEER to give adequate warning to the public of any dangerous conditions to be encountered. CONTRACTOR shall furnish, erect, and maintain approved fences, barricades, lights, signs, and any other devices that may be necessary to prevent accidents and to avoid damage and injury to the public. Flagmen and guards, while on duty and assigned to give warning to the public, shall be equipped with approved orange wearing apparel and an orange flag which shall be kept clean and in good repair.
4. CONTRACTOR will be required to confine construction operations within the dedicated rights-of-way for public thoroughfares, within public utility easements, or within areas for which construction easements have been obtained unless CONTRACTOR has made special arrangements with the affected property owners in advance. CONTRACTOR will be required to protect stored materials, cultivated trees and crops, and other items located adjacent to the proposed construction site. Property owners affected by the construction shall be notified by the CONTRACTOR at least 48 hours in advance of the time construction begins. During all construction operations, CONTRACTOR shall construct and maintain such facilities as may be

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required to provide access by all property owners to their property. No person shall be cut off from access to his residence or place of business for a period exceeding eight (8) hours unless CONTRACTOR has made special arrangements with the affected persons. CONTRACTOR shall provide for access at all times for livestock through farm areas; specifically, no portion of farmlands in which livestock are pastured shall be cut from ready access by the farm animals.

Add the following Paragraph E to Part 6.16 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE:

E. Guarantee Period:

1. Should any defect arise with the Work such as leaks, breaks, etc., for a period of one (1) year from the date of Project acceptance, CONTRACTOR shall restore the Work to the complete satisfaction of the OWNER at the expense of the CONTRACTOR.
2. In the event of settlement of trenches or excavated areas for a period of one (1) year after written acceptance of the Work, CONTRACTOR shall restore the Work in accordance with these Specifications including importing select backfill, grading of trench areas and/or replacement of pavement to the satisfaction of the OWNER.
3. Performance bonds shall remain in full force and effect until expiration of the guarantee period and written release by the OWNER.

Add the following subparts under Part 6 CONTRACTOR'S RESPONSIBILITIES:

6.19 INTERFERING STRUCTURES AND UTILITIES

- A. CONTRACTOR shall exercise all possible caution to prevent damage to existing structures and utilities, whether above ground or underground. Structures and utilities are not shown on the Plans. CONTRACTOR shall notify all utility offices concerned at least 48 hours in advance of construction operations in which a utility's facilities may be involved and have an active ticket through Blue Stakes of Utah (811) for all current construction areas. This shall include, but not be limited to irrigation, water, telephone, electric, and gas.
- B. It shall be the responsibility of the CONTRACTOR to locate and expose all existing underground structures and utilities in advance of excavation. Any structure or utilities damaged by the Work shall be repaired or replaced in a condition equal to or better than the condition prior to the damage. Such repair or replacement shall be accomplished at the CONTRACTOR's expense without additional compensation from the OWNER.
- C. CONTRACTOR shall remove and replace such small miscellaneous structures as fences and culverts at his own expense without additional compensation from the OWNER. CONTRACTOR shall replace these structures in a condition as good as, or better than, their original conditions.
- D. If the CONTRACTOR encounters existing structures which will prevent construction, he shall notify ENGINEER before continuing with construction in order that the ENGINEER may make such field revisions as necessary to avoid conflict with the existing structures. The cost of waiting or "down" time during such field revision shall be borne by the CONTRACTOR without additional cost

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to the OWNER. If the CONTRACTOR shall fail to so notify the ENGINEER when an existing structure is encountered, but shall proceed with the construction despite this interference, he shall do so at his own risk. In particular, when the location of new construction, as shown on the Plans, will prohibit the restoration of existing structures to their original conditions, he shall notify ENGINEER so that a field relocation may be made to avoid the conflict.

6.20 UTILITY PROPERTY AND SERVICES

- A. At points where the CONTRACTOR's operations are adjacent to or across properties of railway, telegraph, telephone, irrigation or canal, power, gas, and water, or adjacent to other property (damage to which might result in considerable expense, loss and inconvenience), no Work shall be started until all arrangements necessary for the protection thereof have been made.
- B. CONTRACTOR shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of an injury or damage which may result from the carrying out of the Work to be done under the Contract.
- C. In the event of interruption to either domestic or irrigation water or to other utility services as a result of accidental breakage or as a result of being exposed or unsupported, the CONTRACTOR shall promptly notify the proper authority.
- D. CONTRACTOR shall cooperate with the said authority in restoration of services as promptly as possible and shall bear all costs of repair. In no case shall interruption of any water, sewer, or utility service be allowed to exist outside working hours unless prior approval is received.
- E. Neither the OWNER nor its officers or agents shall be responsible for damages to the CONTRACTOR as a result of the locations of the utilities being other than those shown on the Plans or for the existence of utilities not shown on the Plans.
- F. Service of surface irrigation ditches and crossings shall be maintained by the CONTRACTOR at all times. If interruption of irrigation service is required, it shall be the responsibility of the CONTRACTOR to contact the President of the Irrigation Company or his authorized representative to obtain permission.

Add the following paragraphs to Part 9.1 OWNER'S REPRESENTATIVE:

- D. **Authority:** Field Representatives on behalf of the ENGINEER are authorized to monitor all Work performed and all materials furnished and to reject defective material and any Work that is improperly performed, subject to the final decision of the ENGINEER. This authority extends to all or any part of the Work, including the preparation, fabrication, or manufacture of any material or equipment to be used for completion of the Work. The Field Representative is not authorized to alter or waive the provisions of the Contract Documents. ENGINEER may delegate additional authority to the Field Representative when such action is determined to be necessary.

Add the following subpart under Part 14 PAYMENTS TO CONTRACTOR AND COMPLETION:

14.11 PAYMENTS

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- A. Payments shall be made as identified in CONTRACTOR's proposal, for Work designated by OWNER to be performed. CONTRACTOR shall invoice the OWNER after the completion and acceptance by OWNER of each Project, but not more than monthly.
- B. Partial or progress payments, if any such are made, shall not relieve CONTRACTOR's performance or obligations under this Bid, nor shall such payments be viewed as approval or acceptance of Work performed.
- C. Payments may be withheld from the CONTRACTOR by OWNER in order to protect OWNER from loss due to:
 - 1. Defective work not remedied.
 - 2. Liens or claims filed or reasonable evidence of probable filing.
 - 3. CONTRACTOR's failure to promptly pay Subcontractors or suppliers for labor and/or materials accepted by the CONTRACTOR.
 - 4. Damage to another contractor.
 - 5. Failure to perform.

Add the following subparts under Part 17 MISCELLANEOUS:

17.5 CONTRACT LIMITS

- A. "Qualified" or "All or nothing" type Bids may be rejected by the OWNER.
- B. Upon award of Contracts to more than one Contractor, it shall automatically become binding upon each Contractor or Subcontractor to coordinate his work with the other Contractor or Subcontractors. Each Contractor agrees that upon signing a Construction Contract with the OWNER, he will assume the responsibility of coordinating his part of the work with other Contractors, and that he will make no charges against the OWNER for delays resulting from lack of coordination and/or scheduling.

17.6 CHARACTER OF WORKMEN

- A. Whenever, in the opinion of the ENGINEER, any superintendent, foreman, or workman employed by CONTRACTOR or his Subcontractor is disrespectful, intemperate, disorderly, or otherwise objectionable, he shall, at the written request of the ENGINEER, be removed and not again be employed on the Work without written consent of the ENGINEER.
- B. Convict labor shall not be used in State-assisted construction unless it is labor performed by convicts who are on work release, parole, or probation.

17.7 OTHER ITEMS

- A. **Addenda and Supplements to this Bid:** If it becomes necessary to revise any part of this Bid, an addendum will be posted to the SciQuest electronic bid site. OWNER will not be responsible for any oral or other unofficial interpretation of any element of this Bid or its related documentation.
- B. **Withdrawal of Bids:** Unauthorized conditions, limitations or provisions attached to a Bid may render it as not complying with OWNER's original request and may be subsequently rejected. No oral, telephoned or faxed Bid or modification to submitted Bids will be accepted. The Bid may be withdrawn upon request by the

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CONTRACTOR without prejudice, prior to, but not after the time fixed to receive Bids.

- C. **Rejection of Bid:** OWNER reserves the right to reject any or all Bids, to waive any informality in such Bids, to request new Bids, to revise the Bid prior to the time for final submission of written Bids, to proceed to do the Work otherwise, to withdraw this Bid, to not award the Bid, and to not award a portion or portions of the Bid, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the OWNER. OWNER may not award a Contract based solely on these Bid Documents and will not pay for the information obtained and solicited. The information obtained will be used in determining the Bid that best meets the OWNER's needs.
- D. **Submittal Ownership:** All material submitted in response to this Bid becomes the property of the OWNER and will not be returned unless the Bidder requests a withdrawal in accordance with Paragraph B of this sub-part. Submitted Bids may be reviewed and evaluated by any person at the discretion of the OWNER.
- E. **Cost:** Cost for developing Bids is entirely the responsibility of the Bidder and shall not be chargeable to the OWNER.
- F. **Acceptance of Bid:** Submission of a Bid constitutes an agreement by the Bidder to each and all of the terms and conditions as set forth in these Bid Documents. The contents of the Bid of the Successful Bidder shall become contractual and conditions as set forth in these Bid Documents. The contents of the Bid of the Successful Bidder shall become contractual obligations upon entering into a written contract with OWNER. Failure of the Successful Bidder to accept these obligations may result in cancellation of the award.

17.8 ATTORNEY FEES

- A. If OWNER shall be made a party to any litigation commenced by or against the CONTRACTOR arising out of CONTRACTOR's operations and as a result of which CONTRACTOR is held liable, in whole or in part, by settlement, adjudication, or otherwise, then CONTRACTOR shall pay all costs and reasonable attorney fees incurred by or imposed upon OWNER in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

17.9 DISQUALIFICATION OF BID

- A. The occurrence of any of the following may result in disqualification of a Bid:
 1. Failure to respond within the established timetable.
 2. Failure to completely answer all questions presented in the Bid.
 3. Use of any other type of form or format other than those indicated in the Bid.
 4. Failure to provide requested documentation at the time of Contract award.
 5. Illegible responses.

17.10 DISPOSITION OF BIDS

- A. All Bids (and the information contained therein) shall become property of the OWNER. No Bid shall be returned to the respondent regardless of the outcome of the selection process. OWNER will award a Contract in reliance upon the

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information contained in Bids submitted in response to the Bid Documents. OWNER will be legally bound only when and if there is a signed Contract entered into between OWNER and the Successful Bidder.

- B. It is important that any person who signs a Bid on behalf of a respondent certifies that he or she has the authority to so act. The provider who has its Bid accepted may be required to answer further questions and provide further clarification of its Bid and responses.
- C. Receiving these Bid Documents or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this Bid. OWNER shall not have liability to any person or entity under or in connection with this Bid, unless and until OWNER and such person have executed and entered into a Contract pursuant to the terms of these Bid Documents.
- D. By responding to this Bid, each responding party acknowledges that neither OWNER nor any of its representatives is making or has made any representation or warranty, either expressed or implied, as to the accuracy or completeness of any portion of the information contained in these Bid Documents. The responding party further agrees that neither OWNER nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this Bid process or the use of the information contained in these Bid Documents. Only the terms and conditions contained in the Contract when, as, and if executed, are subject to such limitations and restrictions as may be specified therein.

17.11 ASSIGNMENT

- A. The parties to this Contract shall not assign said Contract, or any part hereof, without the prior written consent of the other party to the Contract. No assignment shall relieve the original parties from any liability hereunder.

17.12 AUTHORITY OF THE OWNER OR ITS AUTHORIZED REPRESENTATIVES

- A. OWNER or its authorized representatives will decide all questions which may arise as to the quality, quantity, and acceptability of materials furnished and Work performed and as to the rate of progress of Work. OWNER will also decide all questions which may arise as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR.
- B. OWNER or its authorized representatives will have the authority by written order to suspend Work wholly or in part due to the failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public, for failure to carry out provisions of the Contract, for failure to carry out orders, for such periods as OWNER may deem necessary due to the unsuitable weather, for conditions considered unsuitable for the progress of the Work, or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

17.13 INDEPENDENT CONTRACTOR

- A. CONTRACTOR states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from

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OWNER, and this Agreement is not exclusive of other agreements, contracts or opportunities.

- B. The parties intend that an independent contractor relationship will be created by this Agreement. OWNER is interested only in the results to be achieved and the conduct and control of the Work will lie solely with the CONTRACTOR. CONTRACTOR is not to be considered an agent or employee of the OWNER for any purpose, and the employees of the CONTRACTOR are not entitled to any of the benefits that the OWNER provides for its employees. It is understood that the OWNER does not agree to use CONTRACTOR exclusively. It is further understood that the CONTRACTOR is free to contract for similar services to be performed for others while working under the provisions of this Agreement with OWNER.
- C. Both parties agree that the CONTRACTOR shall be deemed an independent contractor in the performance of this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, CONTRACTOR shall have no authorization, expressed or implied, to bind OWNER to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for OWNER. The compensation provided for herein shall be the total compensation payable hereunder by OWNER.

17.14 INSPECTION AND ACCEPTANCE

- A. OWNER or its authorized representatives shall have the right to enter premises of the selected CONTRACTOR, or such other places where Bid services are being performed, to inspect, audit, monitor or otherwise evaluate the services being provided and the financial records pertaining to the Bid. The Successful Bidder must provide reasonable access to all facilities and assistance to OWNER or its authorized representatives.
- B. At any time the OWNER's representative may inspect those areas serviced under this Bid to ascertain the quality and acceptability of the Work performed or in the process of being performed. CONTRACTOR shall immediately correct any defects or deficiencies noted by the OWNER's representative.
- C. CONTRACTOR shall notify the OWNER's representative of tasks to be performed and state the nature of the tasks, the location and the time required to complete the tasks. Upon completion of the required task, CONTRACTOR shall call the OWNER's representative to monitor the site to ensure that the Work has been performed satisfactorily. If the Work is not satisfactory, the CONTRACTOR will be required to immediately remedy any deficiency until it is deemed to be satisfactory by the OWNER's representative.

17.15 LEGAL

- A. CONTRACTOR shall be responsible to provide all legal support for the Project including but not limited to the preparation of contracts with Subcontractors. This Bid shall be interpreted pursuant to the laws of the State of Utah.

17.16 NO PRESUMPTION

- A. Should any provision of this Bid require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms

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hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation thereof.

17.17 PROPRIETARY INFORMATION

- A. CONTRACTOR shall mark any specific information contained in the Bid which is not to be disclosed to the public or used for purposes other than the evaluation of the Bids. Pricing and service elements of the successful Bid will not be considered proprietary. Desired proprietary designation must be accompanied by documentation as required by the provisions of GRAMA.

17.18 RULES OF PROCUREMENT

- A. This Bid shall conform to and is governed by the OWNER's Procurement Rules and Regulations.
- B. For this procurement, all Bids must be submitted in the format outlined in the Bid Documents.
- C. All Bidders must meet the enclosed criteria as of the date of submission. Respondents must provide all information requested in the Bid Form.
- D. The use of "shall", "must", or "will", in these Bid Documents indicates a requirement or condition from which a material deviation will not be approved by OWNER.
- E. The terms "Bidder" and "CONTRACTOR" are considered interchangeable throughout these Bid Documents and refer to the firm or individual making the Bid and/or receiving the Contract for services.

17.19 STANDARDS OF CONDUCT

- A. CONTRACTOR shall not read or disclose unauthorized materials and documents available in the facilities of the OWNER, and against the unauthorized use or removal of OWNER and personal property, which may be in or around any of the OWNER's facilities.
- B. CONTRACTOR shall not provide access to any person to any space of the OWNER, without prior authorization from the OWNER's representative. It is expected that the OWNER's employees shall immediately advise the OWNER's representative directly of any obvious unauthorized or suspicious person/s and/or activities in or about OWNER facilities.
- C. CONTRACTOR shall not be assisted or accompanied by non-employees during their work shift.
- D. Unauthorized telephone usage which can be directly attributed to CONTRACTOR shall be the responsibility of the CONTRACTOR for payment of any costs incurred by the OWNER for such unauthorized use and said costs may be withheld from any sums due CONTRACTOR.
- E. Violation of these proscriptions by any of the CONTRACTOR's employees shall require immediate remedy by the CONTRACTOR.

17.20 SUCCESSORS IN INTEREST

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- A. Any Contract resulting from these Bid Documents shall be binding upon the heirs, successors, administrators, and assigns of each of the parties thereto.

17.21 PROGRESS OF CONSTRUCTION

- A. It is the intention of these Contract Documents that the progress of the Work shall proceed in a systematic manner so that a minimum of inconvenience will result to the public in the course of construction.
- B. Cleanup of all construction debris, excess excavation, excess materials, and complete restoration of all fences, irrigation structures, ditches, culverts, and similar items shall be completed immediately following final grading. The CONTRACTOR shall stockpile the excavated material so as to do the least damage to adjacent grassed areas, or fences, regardless of whether these are on private property or public rights-of-way. All excavated materials shall be removed from grassed and planted areas, and these surfaces shall be left in a condition equivalent to their original surface and free from all rocks, gravel, boulders, or other foreign materials. All excavated material three (3) inches and larger shall be removed or covered.
- C. Excavation and backfill and asphalt installation will not be deemed complete until cleanup, grading and pavement replacement is approved and satisfactory to the ENGINEER, property owner and the CITY.

17.22 LAND MONUMENTS

- A. The CONTRACTOR shall preserve existing property, City, County, State, and Federal land monuments wherever possible. When these monuments cannot be preserved, the CONTRACTOR shall notify the ENGINEER in writing at least two (2) weeks in advance of the proposed construction in order that the ENGINEER will have ample opportunity to reference these monuments. The CONTRACTOR shall replace all monuments as directed by the ENGINEER.

17.23 AUTHORITY OF THE OWNER OR ITS AUTHORIZED REPRESENTATIVES

- A. The OWNER or its authorized representatives will decide all questions which may arise as to the quality, quantity, and acceptability of materials furnished and Work performed and as to the rate of progress of Work. OWNER will also decide all questions which may arise as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR.
- B. The OWNER or its authorized representatives will have the authority by written order to suspend Work wholly or in part due to the failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public, for failure to carry out provisions of the Contract, for failure to carry out orders, for such periods as OWNER may deem necessary due to the unsuitable weather, for conditions considered unsuitable for the progress of the Work, or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.
- C. The CONTRACTOR shall keep the ENGINEER informed a reasonable time in advance of the times and places at which he intends to do Work in order that lines and grades may be furnished, that inspection may be provided, and that necessary measurements for record and payment may be made with the minimum of inconvenience to the ENGINEER or of delay to the CONTRACTOR. Prior to

American Fork City Art Dye Park – Parking Lot Expansion

inspection, the CONTRACTOR shall check his Work to assure that quality and tolerances of Work specified have been met.

- D. Prior to the construction of any phase or portion of Work that will be a finished product, an inspection will be performed by the ENGINEER and the ENGINEER, or his agent will sign an inspection report indicating location, time, date and any changes from the Plans, that the CONTRACTOR is in compliance with the Plans and Specifications at this phase or portion of the Work. If CONTRACTOR work is found not to be in compliance, corrections shall be made, and the ENGINEER shall make another inspection.
- E. The ENGINEER shall have the authority to suspend the Work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work, or for such time as he may deem necessary due to the failure on the part of the CONTRACTOR to carry out orders given, or to perform any provisions of the Contract. The CONTRACTOR shall immediately comply with the written order of the ENGINEER to suspend the Work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the ENGINEER.
- F. In case of suspension of Work, the CONTRACTOR shall be responsible for all materials and shall properly store them as necessary.

17.24 CLARIFICATION OF WORK REQUIREMENTS

- A. When necessary, asphalt trench edges shall be cut and at a 90⁰ angle. If edges break and there is additional cracking due to construction work, traffic, or from other causes, the edges shall be re-cut prior to paving. Any additional trench widths will be the responsibility of the CONTRACTOR, not the OWNER. The maximum time period between cutting asphalt and new asphalt being placed back in the trench width is two (2) weeks.
- B. Costs due to utility delays and relocations are to be borne by the CONTRACTOR.
- C. Pavement restoration includes, but is not limited to re-painting centerline, crosswalks, and other marked designations.
- D. If needed, open trench width is limited to 200 linear feet in the daytime and to be filled in during night or periods of non-work. This would entail work zones being confined to small areas and minimize traffic disruption to small areas.
- E. Surface restoration including landscaping or sod replacements, irrigation system repairs, dust control, and site maintenance are required. Costs for these items are to be covered by the CONTRACTOR under the respective bid items.

END OF DOCUMENT

SUPPLEMENTAL SPECIFICATIONS

American Fork City Art Dye Park – Parking Lot Expansion

SECTION 01 11 00S

SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract Description.
- B. Specifications.
- C. Coordination of Work.
- D. CONTRACTOR's use of Premises.
- E. OWNER Supplied Products.

1.2 CONTRACT DESCRIPTION

- A. **Installing curb, gutter, sidewalk, parking lot construction, asphalt striping and storm drain facilities within the Art Dye Park. Work includes removing existing portion of curb, gutter and sidewalk, grading and existing utility connections. Work to be performed includes all items necessary to proposed improvements including, but not limited to, mobilization, traffic control, excavation, backfilling, surface restoration, and inspections.**
- B. Except as specifically noted otherwise, provide and pay for:
 - 1. Insurance and bonds.
 - 2. Labor, materials, and equipment.
 - 3. Tools, equipment, and machinery required for construction.
 - 4. Utilities required for construction.
 - 5. Traffic control and dust control measures.
 - 6. Other facilities and services necessary for proper execution and completion of the Work.
- C. Secure and pay for all permits including County and OSHA excavation permits, Utah Department of Transportation permits, government fees and licenses.
- D. Comply with codes, ordinances, regulations, orders, and other legal requirements of public authorities having bearing on the performance of the Work.

1.3 SPECIFICATIONS

- A. OWNER uses the **American Fork Standards, Standards, Drawings & Specifications** as included. The CONTRACTOR will use these Specifications as well as the Supplemental Specifications and Special Provisions provided as part of the Contract Documents.

1.4 COORDINATION OF WORK

- A. Maintain overall coordination of the Work.
- B. Obtain construction schedules from each Subcontractor and require each Subcontractor to maintain schedules and coordinate modifications.
- C. Coordinate traffic closures with ENGINEER on a weekly basis. Since this work is generally out of the travel lanes of the roadways, road closures will only be approved in

American Fork City Art Dye Park – Parking Lot Expansion

limited cases if specific site needs warrant. All closures must be approved in advance with two (2) business day minimum notice.

- D. Attend weekly progress/coordination meetings with OWNER, ENGINEER, and affected parties.

1.5 CONTRACTOR USE OF PREMISES

- A. CONTRACTOR shall limit use of premises for Work, for storage, and for access, to allow:
 - 1. Public access to the existing portions of the Art Dye Park
- B. Coordinate use of premises under direction of OWNER.
- C. Assume full responsibility for protection and safekeeping of products under this Construction Contract.
- D. Obtain and pay for use of additional storage or Work areas needed for operations under this Construction Contract.

1.6 OWNER SUPPLIED PRODUCTS

- A. None.

PART 2 AMERICAN FORK STANDARDS AND SPECIFICATIONS

Included in Appendix A

PART 3 GEOTECHNICAL INVESTIGATION

Included in Appendix B

END OF SECTION

Appendix A

American Fork Standards and Specification

Appendix B

Geotechnical Report

CITY COUNCIL STUDY ITEM

City of American Fork COUNCIL WORK SESSION MAY 3, 2022

Department Recorder

Department Terilyn Lunken

STUDY ITEM Presentation by the PARC Tax Advisory Board on recommendations of the 2021-2022 PARC Tax funds.

BACKGROUND

The PARC Tax Advisory Board has reviewed all the applications that were submitted for the PARC Tax funding and has discussed the requests thoroughly. They have prepared the attached recommendation to the City Council. Brian Thompson, Chair of the PARC Advisory Board, will be at the work session to present the recommendations and answer any questions.

SUPPORTING DOCUMENTS

05.03.22 - 2021-2022 PARC Recommendations to City Council (PDF)



To: American Fork City Council
From: PARC Tax Advisory Board
Date: 4/26/2022
Re: PARC Funding Recommendation

2020-2021 Fiscal Year

In accordance with applicable Utah code and city ordinance, the PARC Tax Advisory Board (“Board”) has reviewed all submitted applications as of April 20, 2022, to determine the recommended recipients of the PARC funds accumulated during the current fiscal year.

Pending final approval by City Council and prior to receiving funding, all groups receiving funding will be required to comply with sections 8 and 9 of the *Policies and Procedures for PARC Tax Funding*.

The recommendations below provide funding for projects that will enhance the American Fork community in multiple ways and appeal to a broad spectrum of people and interests associated with parks, arts, recreation, and culture in the American Fork Community.

Although Board members have differing opinions regarding some of the requests, the Board has discussed each of them thoroughly and are in agreement regarding these final recommendations.

Therefore, the Board recommends the following breakdown of tax funding awards for the current fiscal year:

American Fork City Library

Learning Center	\$19,700
In the Zone	<u>\$4,800</u>
	\$24,500

Friends of American Fork Library:

Teen Zone—Supplies	\$6,000
Book Fairy Project	\$16,600
Writing Class	\$3,600
SPARK Reading Club	<u>\$4,000</u>
	\$30,200

Harrington Center for the Arts:

Winter Festival	\$13,200
Women in the Arts Mentor Program	\$6,000
Timpanogos Chorale	\$23,000
Explore New Works	\$3,500
Fork Fest	\$60,000
Chalk It Up	\$16,300
Concerts in the Park	\$19,000
Sculpture Exhibition	<u>\$6,500</u>
	\$147,500

Timpanogos Arts Foundation:

Visual Arts	\$15,900
Visual Arts History Project	\$13,500
Mary Kawakami Speech Contest	\$2,900
History and Heritage Pageant	\$7,800
Youth Choir	\$16,700
Instrumental Program	\$49,000
Theater Program	\$90,000
Administration	<u>\$89,000</u>
	\$284,800

Wasatch Music Alliance **\$50,000**

AF Parks and Recreation:

Art Dye Park Bond	\$350,000
Pickleball Courts	\$312,500
Shade Structures	\$28,300
Hunter Park Playground	<u>\$49,406</u>
	\$740,206

TOTAL **\$1,277,206**

The following statements explain the reasoning for these recommendations:

AF Library: Learning Center **\$19,700**

This room is a center for learning, tutoring, and participating in many other worthwhile activities. New paint, windows, lighting, desks, chairs, smartboard, etc., will make the learning center more inviting and functional in helping people of our city learn and grow.

AF Library: In the Zone **\$4,800**

This area is a safe place for teenagers to go for homework, reading, studying, and connecting. Storage cabinets, sofas, and stackable chairs, will make this room more functional and inviting for the teenage population of American Fork.

Friends of the Library: Teen Zone Supplies **\$6,000**

This funding will provide microphones, audio mixer, charging station, MacBook pro laptops, and virtual reality headsets as well as art supplies for learning and activities for teenagers.

Friends of American Fork Library: Book Fairy Project

\$16,600

A long-standing project for American Fork, the Book Fairy Project enhances literacy, art, culture, and community. The Book Fairy encourages students to enjoy reading and learning and to pursue an understanding of literary arts. This project provides six books throughout the school year for every first grade student in our community as well as incentives for first graders to visit and become familiar with the library.

Friends of the Library: Writing Class

\$3,600

This 16-week course taught two times per year for writers in our community will give beginning writers a broad overview of how to go from idea to published book. This class will provide opportunities for citizens of our community to write and know how to seek publication.

Friends of the Library: SPARK Reading Club

\$4,000

SPARK will help ignite third graders' love of reading and forge life-long connections with the library. Third graders who complete quarterly missions that will familiarize them with the library and its resources will receive prizes. If third graders have library cards and know how to use them, each of them has a great tool for learning and growing.

Harrington Center for the Arts: Winter Festival

\$13,200

A winter festival and holiday market in American Fork will add to the festive environment of the holidays for the citizens of our community. This week-long festival in Robinson Park will feature a holiday-themed village with booths highlighting local artisans and craftsmen, a live nativity, hot food and drinks, a mailbox for Santa, performances by local artists and art groups, and nightly demonstrations by amateur and professional ice carvers. This winter activity will draw our community together.

Harrington Center for the Arts: Women in the Arts Mentor Program \$6,000

This program will connect female art professionals with young creative talent for one-on-one instruction and career training. This will include technical instruction and will connect participants with the practical tools and industry contacts necessary to turn a hobby into a viable career. This program will increase the commitment to artistic vision in American Fork.

Harrington Center for the Arts: Timpanogos Chorale

\$23,000

Timpanogos Chorale provides choral music from diverse cultures and genres for the enjoyment of American Fork Community members. This group provides opportunities for some members of the community to perform and improve their talents and for other members of the community to listen to and enjoy their work.

Harrington Center for the Arts: Exploration of New Works**\$3,500**

This program focuses on the exploration of new plays and musicals by local writers. New musicals and plays will be selected by a committee of qualified specialists. Each workshop will conclude with a concert-version performance of the new plays/musicals followed by a critique with qualified panelists who will offer artistic feedback and comment on the commercial viability of the work. This project provides a new dimension of artistic involvement for our community.

Harrington Center for the Arts: Fork Fest**\$60,000**

This annual summer music festival offers an opportunity for the American Fork community to experience local musical talent as well as talent from outside of the community. The concept of this festival encourages participation and enjoyment in art, culture, and music. This year it will be a two-day festival.

Harrington Center for the Arts: Chalk It Up**\$16,300**

This week-long festival brings an exciting art experience to our city through professional chalk artists, chalk art competition, community participation, and live voting by community members. Having it happen in conjunction with Steel Days enhances the celebration and encourages art in the community.

Harrington Center for the Arts: Concerts in the Park**\$19,000**

Members of the community value the tradition of the Concerts in the Park series during the summer. These concerts bring many people together and provide an important musical and social experience for American Fork patrons in the unique environment of Quail Cove

Harrington Center for the Arts: Sculpture Exhibition**\$6,500**

This sculpture exhibition will offer new sculptors the opportunity to have their sculptures cast in bronze by one of our four nearby fine art bronze foundries. Then, American Fork citizens will be able to enjoy these sculptures, which will be placed on display in the community. The showcasing of local art will enhance the community experience.

Timpanogos Arts Foundation:

\$284,800

The Timpanogos Arts Foundation produces many excellent artistic performances and cultural education programs for the American Fork Community. They provide an opportunity for community members to participate in their specialty areas (symphony, choir, visual art, theater, etc.) and to produce quality performances and exhibitions for the members of the community. TAF also provides cultural experiences through the History and Heritage Pageant. TAF enhances the overall life experience for American Fork citizens and contributes to a well-balanced community. The Board recommends each group within TAF be given the following grants:

TAF Visual Arts:	\$15,900
*Visual Arts History Project	\$13,500
Mary Kawakami Speech Contest:	\$2,900
History and Heritage Pageant	\$7,800
Youth Choir Program:	\$16,700
Instrumental Music Program	\$49,000
Theater Program:	\$90,000
Administration:	\$89,000

*Visual Arts History Project

This nine-month art history course for fifth graders in American Fork will teach the history of art, the artists themselves, and their respective periods and styles. Local artists will teach the children and bring art alive for the students to help them make art an integral part of their lives.

Wasatch Music Alliance: Operations and Equipment

\$50,000

The Wasatch Music Alliance and its two performing groups provide an opportunity for many American Fork instrumentalists to perform and for many other residents to enjoy concert band and jazz band music in our community.

AF Parks and Recreation: Art Dye Park

\$350,000

American Fork has been working to complete Art Dye Park for many years, and the vision for the park is excellent. The current plan, when completed, will make this an acclaimed gathering place for athletics, entertainment, and recreation. Ongoing funding for this multi-use park is a prudent use of PARC tax funds.

AF Parks and Recreation: Pickleball Courts

\$312,500

Enthusiasm for pickleball is exploding in American Fork. More pickleball courts will be necessary to supply the demand of those who want to play.

*Though supportive of increasing the number of pickleball courts in American Fork, the Board recommends finding a place other than Greenwood for those courts. If courts are already planned

for the 30-acre parcel across the freeway, the courts will all be close together. We need to spread them throughout the city. Also, one of Board member walked the area designated as the landing spot for the courts at Greenwood and found the fit rather tight. Though the neighbors currently feel they will be okay with the pickleball courts there, the pinging of the ball is noisy, and hearing that sound early each morning, throughout the day, and late into each evening will become wearisome in such a tight space.

AF Parks and Recreation: Shade Structures

\$28,300

These shade structures will enhance the recreation center and will be a place of refuge from the sun for local swimmers and their parents. The shade structures previously funded by PARC have been a great success, but the pool needs more of them.

AF Parks and Recreation: Hunter Park Playground

\$49,406

The replacement of worn playground equipment is a good use of PARC funds. Park playgrounds provide hours of enjoyment for children throughout the community.

Requests Not Recommended for Funding This Year

American Fork Library: Writers' Room

Though this is a worthy project, there are not sufficient funds at this time.

Alpine Community Theater (ACT)

Although ACT provides opportunities for people to perform and quality entertainment for their audiences, ACT has chosen to move their performances outside of American Fork City, and therefore, should not be funded by PARC money.

Friends of the Library: Mural Commission

The murals would be nice, but other library projects seem more prudent at this time.

Wasatch Dance: Film Debut

Wasatch Dance's film project is interesting and worthwhile, but it does not provide enough benefit to the citizens of American Fork to be funded by PARC.

AF Parks and Recreation: Basketball Court

This is a project that should be funded in the near future, but there are not sufficient funds at this time.

**AF Parks and Recreation: Robinson Pavilion**

Though a new pavilion would be nice, the funding is not available at this time.

AF Parks and Recreation: Park Amenities

The Board supports providing more amenities in the city parks, but there is not sufficient funding available this year.

CITY COUNCIL STUDY ITEM

City of American Fork
COUNCIL WORK SESSION
MAY 3, 2022

Department Recorder

Department Terilyn Lunken

STUDY ITEM Discussion on the FY2023 General Fund tax revenue and expenses.

BACKGROUND

A discussion will be held on the general fund tax revenue and expenses for FY 2023.

SUPPORTING DOCUMENTS

WS 05.03.22.v2-General Fund Revenues (PDF)

General Fund Revenue Discussion

**Fiscal Year 2023
Budget Work Session May 3, 2022**

Certified Tax Rate

- The certified tax rate is a rate calculated by the County Auditor that provides the same amount of revenue as the prior year, plus growth.
 - ❖ Assessed valuation increases = lower tax rate
 - ❖ Assessed valuation decreases = higher tax rate
- To receive additional revenue, the City must go through "Truth in Taxation"
- Last update was 2008 for a .00041 increase – generated an additional \$500,000 to the revenue base which is currently dedicated annually to roads

The need for additional General Fund Revenues

- Public safety \$730,000/year (personnel costs) approved December 2021
- Road improvement
 - > Current allocation \$2.5 million dedicated to road improvements
 - > Additional \$2 million to improve remaining service life of roads (RSL assessment)
- Inflationary operational cost

Tax Rate Considerations

Certified Rate

- Consistent general fund revenue from year to year
- No inflationary consideration
- Taxpayer pays the same each year
- No truth in taxation
- New growth component provides additional revenue to service new residents (at 2008 base rate)

Pegged Rate

- Rate stays the same
- Increase depends on change in home value only
- Truth in taxation only when pegged rate is greater than certified rate (no tax increase in recession years)
- Taxpayer sees smaller year over year increases
- Lessens reliance on revenue susceptible to economic downturn

Incremental Increase

- Truth in taxation only on years of proposed increase
- After each increase, general fund revenue remains the same
- Taxpayer increase only in years approved increase
- Larger adjustment increases, harder for taxpayer to predict

2021 Tax Rates for AF Residents (current)

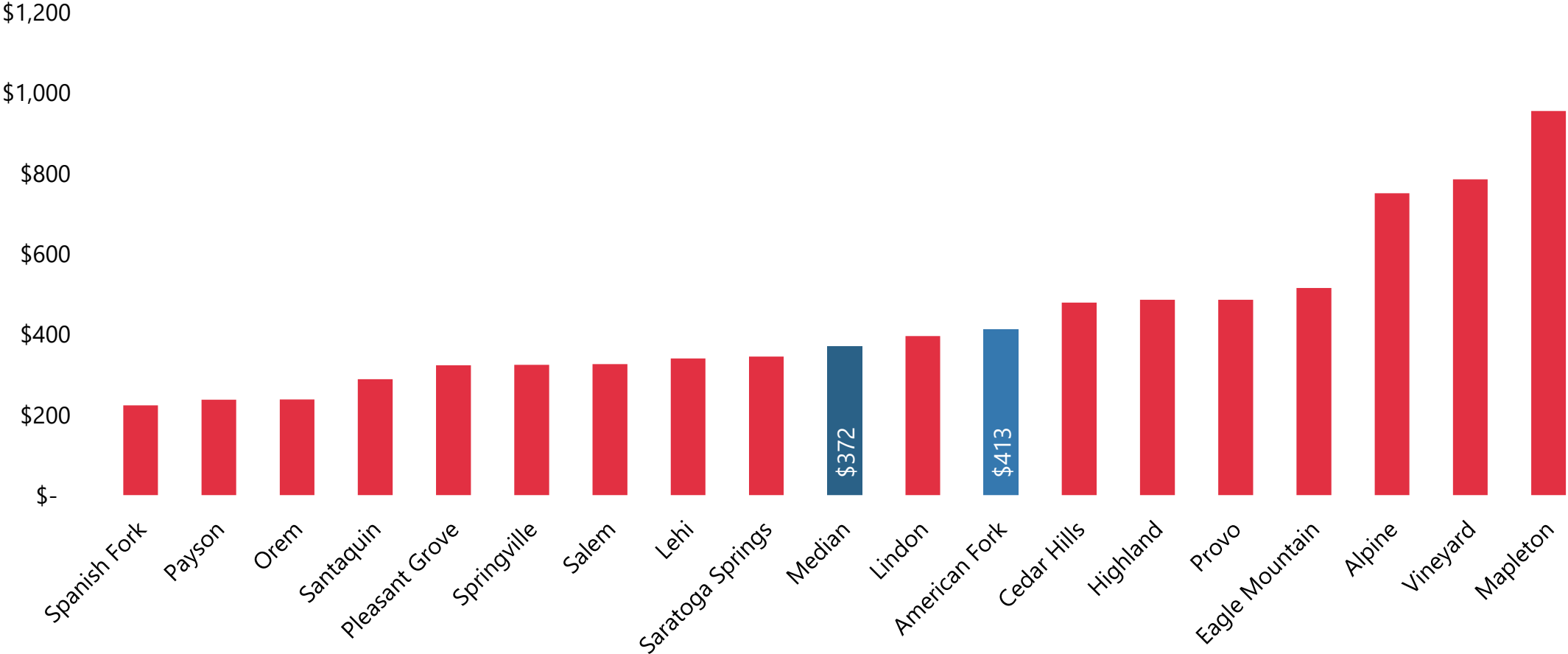
Taxing Agency	Tax Rate	Annual Tax
Alpine School District	.006842	\$2,070
American Fork City – General	.001448	\$438
American Fork City – GO Debt	.000191	\$58
American Fork City – Tort	.000048	\$15
Utah County	.000853	\$258
Central Utah Water Cons District	.000400	\$121
Assessing & Collecting	.000154	\$47
State Charter School-Alpine	.000062	\$19
North Utah County Water District	.000015	\$5
Total	.010013	\$3,029



Fair Market Value = \$550,000
 Taxable Value = \$302,500
 (55% of FMV)

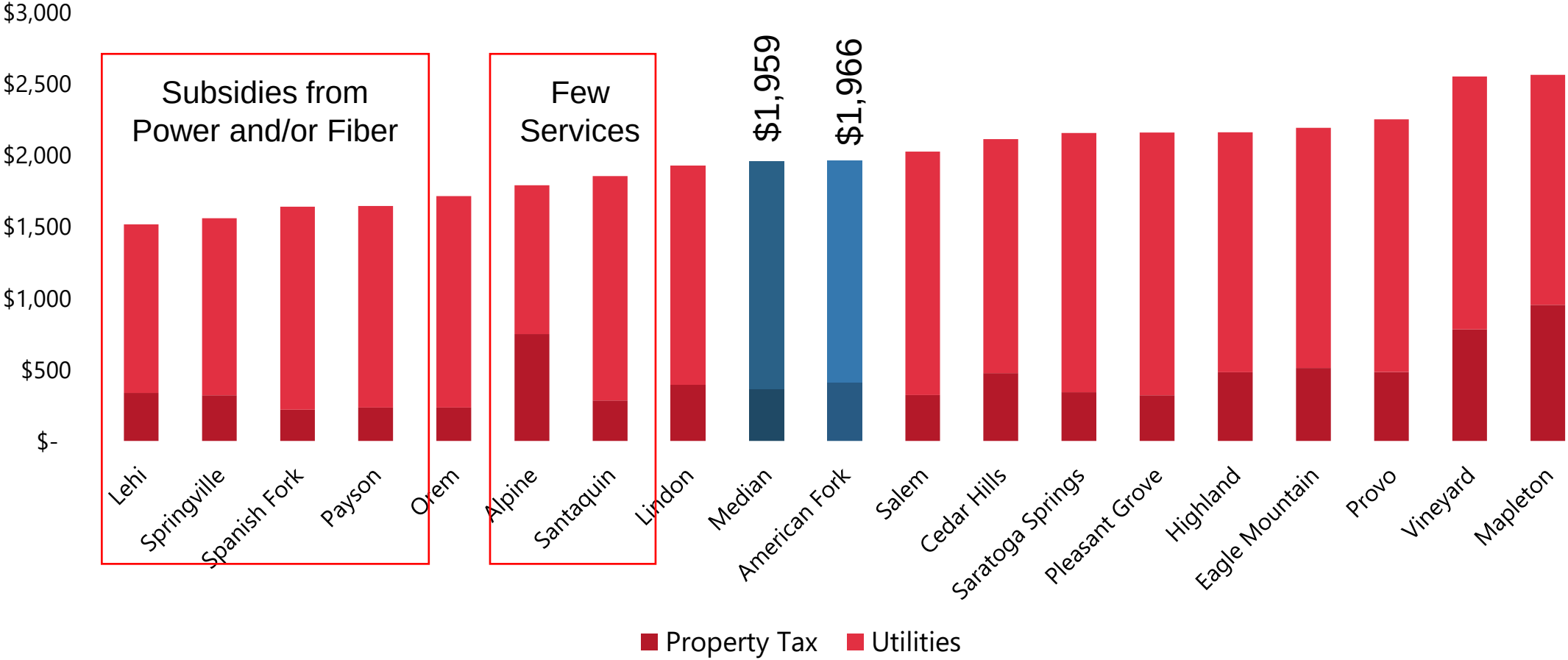
Note: Tax rate is multiplied by the taxable value of the home

Annual Property Taxes Paid



Taxes paid = rate x value of home (data based on 2021 home values)

Combined Annual Cost



Truth in Taxation

Date	Milestone
May 10	Tentative budget / Budget open house
June 21	Adopt final budget
July 1	City sends information pamphlet with utility bills
July 22	County sends out tax notices
August 9	1 st notice of public hearing
August 16	2 nd notice of public hearing
August 23	Hold public hearing to adopt tax rate

Tax Rate Scenarios

Option	Mill Rate Increase	General Fund Revenue Base Increase	% Increase to General Fund Property Tax Revenue	Monthly Tax increase on \$550,000 Residence
.001448 to .001648	.000200	\$761,735	17.23%	\$6.29
.001448 to .001748	.000300	\$1,076,275	24.34%	\$8.88
.001448 to .001791	.000343	\$1,211,526	27.40%	\$10.00
.001448 to .001848	.000400	\$1,390,814	31.45%	\$11.48
.001448 to .001948	.000500	\$1,705,353	38.57%	\$14.08
.001448 to .002248	.000800	\$2,730,000	61.74%	\$22.54
Current General Fund property tax revenue (2021) = \$4,421,875				

DRAFT NOTICE OF PROPOSED PROPERTY TAX INCREASE AMERICAN FORK CITY

The AMERICAN FORK CITY is proposing to increase its property tax revenue.

- The AMERICAN FORK CITY tax on a \$550,000 residence would increase from \$438.00 to \$607.00, which is \$169.00 per year.
- The AMERICAN FORK CITY tax on a \$550,000 business would increase from \$796.00 to \$1,071.00, which is \$275.00 per year.
- If the proposed budget is approved, AMERICAN FORK CITY would increase its property tax budgeted revenue by 38.57% above last year's property tax budgeted revenue excluding eligible new growth.

All concerned citizens are invited to a public hearing on the tax increase.

Date/Time: PUBLIC HEARING
 Location: TBD
 City Hall
 31 Church Street
 American Fork, UT 84003

What are other cities doing?

- Raising fees
 - > Road fee (City H. \$18.50/month=46% increase)
 - > Public safety fee (City H. \$11.50/month=28% increase)
 - > Street light fee
 - > Utility franchise fee (water, sewer, power, etc)
- Utility fund transfers to General Fund
 - > “Dividend” for city investment in enterprise funds
- Deferring capital needs/reducing services
- Going through truth in taxation yearly – keeping same rate or doing inflationary increases to avoid large adjustment increases (Pegging the tax rate)
- Many Utah cities are pursuing truth in taxation this year seeking to increase certified tax rate.

Questions & Discussion

CITY COUNCIL STUDY ITEM

City of American Fork
COUNCIL WORK SESSION
MAY 3, 2022

Department Recorder

Department Terilyn Lunken

STUDY ITEM Discussion on Public Improvement Districts (PIDs).

BACKGROUND

The council will continue the discussion on Public Improvement Districts (PIDs).

SUPPORTING DOCUMENTS

05.03.22 - Draft American Fork PID Policy 4-28-22 (PDF)

**AMERICAN FORK
ESTABLISHING PUBLIC INFRASTRUCTURE DISTRICTS POLICY
Draft Date: April 28, 2022**

This policy statement addresses the criteria under which American Fork City, Utah (the “City”) will consider applications for proposed Public Infrastructure Districts (the “District”). Compliance with these criteria shall not obligate the City to approve formation of the District. The Governing Document will be subject to approval by the City in both form and substance. The criteria are intended to serve as guidelines for the review of letters of intent and Governing Documents.

The purpose of the Public Infrastructure District (PID) tool is to fund public infrastructure. Initial, upfront costs of development can be significant, and the PID tool partially alleviates these costs. In addition, the relative cost savings associated with the funding is intended to help expedite development, create more desirable properties with notable amenities and enhanced infrastructure, and permit development where typical market conditions may not permit construction. Ultimate PID costs are paid for by the end user, and PID financing is not a financial obligation of the City. Consequently, the City is not responsible for debt payments or on-going management associated with any Public Infrastructure District.

For the City, the PID tool may help to accomplish key considerations of the City’s vision.

Proposed Public Infrastructure Districts (PIDs) will be evaluated on the following criteria with consideration for their ability to advance the vision and interests of the City. The policy statement has three sections:

- 1. Process for applying including fees charged**
- 2. The City’s decision-making criteria**
- 3. Governing Document requirements**

I. Application Process

Any proposed Public Infrastructure District will be considered in relation to the best interests of the City. Such interests include using the most appropriate financing mechanism for the type and magnitude of the improvements to be financed and appropriate governance mechanism. If through the review process, a Public Infrastructure District is determined to be the most appropriate mechanism, the process, the criteria, and requirements provided herein will apply, (unless otherwise waived by the City).

A. Petition and Letter of intent to form a Public Infrastructure District

The applicant shall submit (1) a petition meeting the requirements outlined in Utah Code Title 17B, Chapter 1, Part 2 as modified by 17D-4-201 and (2) a letter of intent containing the following information in summary form. The petition and letter will be used by staff to make a preliminary determination about the appropriateness of a District. The petition and letter of intent must be submitted prior to submittal of a draft Governing Document. A positive staff response to the petition or letter of intent does not assure approval of the Governing Document. The petition shall

also be submitted concurrently with the recorder of the City for certification pursuant to Title 17B, Part 2 and 17D-4-201. All application documents shall be submitted to the Economic Development Director.

Letter of Intent contents:

1. Description of District area including size, location, area context (significant natural and man-made features, major public improvements, adjacent development), development history, and proposed development;
2. Description of proposed development within the boundaries of the proposed District including general distribution of land uses and densities and phasing of development;
3. Summary of needed infrastructure, services and facilities:
 - a. Currently expected development scenario;
 - b. Required local and regional infrastructure and facilities for such development;
 - c. Regional and local infrastructure the proposed District is to provide;
 - d. Estimated construction costs for the proposed District improvements;
 - e. General description of phasing of construction based on development projections;
 - f. Anticipated maximum or fixed maximum mill levy required to meet debt service of the District;
 - g. Analysis of proposed mill levies in light of outstanding debt and mill levies of other taxing entities affecting the area; and
 - h. A preliminary District finance report depicting the possible sources and uses of funds for the District.
4. Proposed timeline for District creation and termination date.
5. Acknowledgement that a consent of approval must be signed prior to the hearing date for the Governing Document by all property owners and registered voters, if any, within the proposed District boundaries approving of the creation of the proposed District and consenting to the issuance of debt in an amount sufficient for the proposed plan of financing.
6. Disclosure of any conflicts of interest between the applicant and the officers and employees of the City.
7. Copies of signed agreements between the applicant and applicable consultants and legal counsel retained by the City and/or the proposed District whereby applicant agrees to pay fees related to the review of the application and governing document.

B. Review Process:

1. The PID Evaluation Group (“PEG”) is a City committee comprised of the City Administrator, Economic Development Director, Finance Director, a member of the Chamber of Commerce, and consultants as necessary that will be utilized to advise the Mayor, City Council and other policy-makers about district issues. The PEG will review the petition and letter of intent utilizing the criteria outlined in this policy and support the applicant with the preparation of a draft Governing Document for submittal.
2. Once the draft Governing Document meets the requirements of the policies outlined in the document, the draft Governing document will be submitted to the City Council for preliminary approval. The preliminary approval shall also include a public hearing noticed at least 10 days in advance of the hearing. Upon preliminary approval, the draft Governing document will be reviewed by the PEG for any amendments or modifications requested by the City Council. Following the review, a final Governing Document may then be presented to the City Council for final approval.

C. Governing Document Approval Process

1. The draft Governing Document will be reviewed by the PEG for compliance with the criteria and requirements contained herein. The PEG will discuss with appropriate policy-makers issues that arise during this drafting period to have such issues resolved.
2. When the PEG determines that a draft document meets the criteria outlined in this policy. City staff will work jointly with applicant and legal and financial advisors to submit an application for preliminary approval by the City Council
3. After preliminary approval, the applicant will revise their draft where necessary. Final review will be conducted by the PEG before recommending final approval by the City Council.
4. The final Governing Document will be presented to City Council for approval.
5. The American Fork City Recorder shall record approved documents with the County to ensure the approved agreements are recorded and the approved MILL rate will be assessed.

D. Fees

No request to create a Public Infrastructure District shall proceed until the fees set forth herein are provided for. All payments are to be made payable to American Fork City and remitted to the City.

1. Letter of Intent: A Letter of Intent is to be submitted to the City Economic Development Director's Office and a \$2,500 retainer shall be paid at the time of submittal of the Letter of Intent to cover the cost of the initial staff review of the draft documents.
2. If the applicant proceeds to the submittal of a final Governing Document, the applicant shall be required to pay actual costs of the City in connection with the review and negotiation of the final Governing Document. Depending on the complexity and time required to analyze the PID application, the City may require additional funds to be held with the original retainer.
3. Other Expenses: The applicant for a District shall pay all reasonable consultant, legal, financial advisor, and other fees and expenses incurred by the City in the process of reviewing the draft Governing Document prior to adoption and other such fees and expenses as may be necessary to interface with such District. All such fees and expenses shall be paid within 30 days of receipt of an invoice for these additional fees and expenses. The City may request an additional retainer to cover such costs.

II. Criteria for Evaluating Proposed Public Infrastructure Districts

A. Public Benefit

PID assessments may only be used to serve or improve public property and infrastructure which provides for public benefit, as determined by the City, and may not be used to benefit or enhance private property. Listed below are services and improvements which the PIDs may provide:

- Landscaping and irrigation
- Public infrastructure such as water, sewer, and storm drain facilities
- Right-of-way, median, roads, signals, sidewalks, curb & gutter
- Open space infrastructure, public parks with associated amenities
- Perimeter fencing
- Entry features
- Distinctive lighting
- Art or decorations
- Parks, trails and trail heads
- Parking improvements
- Convention centers

Other improvements benefiting the public will be reviewed and considered individually by the city.

PID assessments shall NOT be used to provide services or improvements which benefit private property or privately controlled infrastructure such as the items listed below:

- Privately owned buildings or structures
- Swimming pools, water parks, and decorative water features

- Construction, improvement, or maintenance of privately owned facilities or land including properties or infrastructure owned by a Home Owners' Association (HOA).

Formation of a District bestows certain benefits on the District's advocates and is expected to provide public benefit consistent with the City's stated policy goals. Components of public benefit to be considered shall include all or portions of the following:

1. Resulting development that is in conformance with the City's General Plan and Zoning Ordinance;
2. Provision of and/or contribution to needed regional and sub-regional infrastructure;
3. Sustainable design including multimodal transportation, water conserving landscape design, thoughtful development phasing, green building design, and formation of and participation in transportation management programs;
4. Mixed-use development that includes a variety of affordable housing types and prices, a range of employment opportunities, retail and consumer services, and civic amenities;
5. High quality site and building design, including street connectivity, multimodal street design, durable construction materials, and pedestrian-friendly building design;
6. Preservation or creation of open space, parks, trails, or other outdoor public amenities; and
7. Commercial development that will provide employment opportunities, retail, dining, entertainment, and consumer services.

B. Evaluation Criteria

These criteria provide thresholds for consideration. Compliance with all or a portion of these criteria is desired; however, alternative approaches may be considered.

1. Districts should not include land that is already included within the boundaries of another District without express provision in an adopted Governing Document. In such cases, the relationship with the existing districts must be addressed in the Governing Document.
2. A District planning to levy more than 10 mills of tax in the District for repayment of limited tax bonds will not be considered without sufficient justification as to why additional mills are necessary and reasonable for a commercial or mixed-use development.
3. A District planning to levy more than 4 mills of tax in the District for repayment of limited tax bonds will not be considered without sufficient justification as to why additional mills are necessary and reasonable for a residential development.

4. Submission of a detailed analysis which demonstrates the public benefit directly resulting from the creation of the District and its undertakings as described in the Governing Document shall be considered.

C. Evaluation of Applicant

The following criteria relating to the applicant and the development will be considered:

- Historical performance of the applicant (within and outside of the City);
- The current proposed plan of finance of the District;
- The current development plans relationship to the General Plan of the City; and
- The regional, economic development, or overall benefits to the City from the proposed plan of finance.

III. Governing Document Requirements

In addition to statutory requirements, a Governing Document memorializes the understandings between the District and the City, as well as the considerations that compelled the City to authorize the formation of the District. The Governing Document for the proposed District shall contain and will be reviewed for compliance with the following policies and requirements.

A. District Description

1. Description of District area including size, location, area context (significant natural and man-made features, major public improvements, adjacent development), development history within the proposed district boundaries, and proposed development scenario (land uses by type and intensity and general urban design character).
2. Description of the public benefit resulting from the creation of the District and its undertakings.
3. Itemization and description of all needed infrastructure (both regional and local) and facilities in the District's area.
4. Explanation of the relationship, if any, between the District and any other public infrastructure districts with overlapping boundaries. If more than one district is proposed to be created within an inclusion area, describe how ultimate district boundaries will be determined.
5. Estimated construction costs of such infrastructure.

6. General description of phasing of construction based on development projections and phasing.
7. Provide the following financial plan information:
 - a. Proforma financial overview of total costs and total revenues from all revenue sources, including internal rate of return anticipated in conjunction with the proforma;
 - b. An example plan of finance showing a proposal of how the proposed financing might take place, recognizing that the actual financing terms and structure will be approved by the board of trustees of the District (the “Board”) within the parameters of this Governing Document;
 - c. Comparison of the mill levies of similar taxing entities in the area;
 - d. Proposed operating budgets for the District’s first five years of existence; and
 - e. Any other forms of public financing and assistance being sought, including assessment areas.
8. Description of the “ultimate ownership” and provision for the ongoing operating and maintenance costs for infrastructure.
9. Description of any proposed divisions and an inclusion/exclusion process as appropriate.
10. Proposed governance plan, including Board structure and criteria and timeline of transition from appointed Board to elected Board.

B. Requirements and Expectations

1. The planned ownership of the project improvements and facilities, including any relationship with an existing statutory district must be addressed in the Governing Document.
2. All debt issued by the District for which a tax is pledged to pay the debt service shall meet the requirements of all applicable statutes.
3. All bonds shall have a maximum term and termination date.

4. Land, easements, or improvements to be conveyed or dedicated to the City and any other local government entity shall be conveyed in accordance with the related standards at no cost to the City.
5. All public infrastructure within the District which will be connected to and owned by another public entity shall be subject to all design and inspection requirements and other standards of such public entity.
6. The District shall not pledge as security any land, assets or funds to be transferred to the City.
7. The District shall be subject to City zoning, subdivision, building codes, fire codes and all other applicable City ordinances and regulations. Approval of the Governing Document shall not bind the City to approve other matters which the District or developer may request.
8. The District shall pay all fees and expenses as provided in the Governing Document.
9. The District may not double tax, whether by mill levy, assessment, impact fees, or any combination thereof, any end user for the costs of Improvements.
10. The District shall be subject to State of Utah's procurement statutes and regulations or alternatively require all construction project bids paid for or reimbursed by the PID to be reviewed by a third party engineer prior to construction and at the time of pricing for the reasonableness of specifications and price. At a minimum, the acquisition of completed or partially completed improvements shall be for fair market value, as reasonably determined by an engineer employed or selected by the City, the costs of which shall be reimbursed by applicant. [If there shall be any disputes regarding the reasonableness of such price or bids, such disputes shall be settled by the estimated price or bid as determined by an engineer selected by the City and the applicant or third-party engineer referenced above.]
11. Any requests to reimburse the Developer will be subject to review by an engineer employed or selected by the City review to ensure the request is within the scope of the PID's bonds, complies the governing document, and that the expense was incurred according to the State of Utah's competitive procurement rules or in accordance with U.C.A. 17D-4-203(3). Governing documents shall specify remedies for material violations uncovered by an audit, including that the District shall not the release certain funds until violations are cured.
12. To ensure that development of a property tax base keeps pace with debt obligations, the Governing Document shall provide for milestones in the construction of residential and commercial properties (in the form of number of dwelling units and amount of square footage, respectively, or some other metric as set forth in the governing document), completion of which shall be conditions on the District's issuance of any

additional bonds. For phased projects, bonding shall be acquired for each phase independent of the full project unless outlined in the Governing Document.

13. The Governing Document shall provide a sunset clause to address dissolution of the District upon completion of infrastructure buildout and paying off all bonds used to finance the infrastructure or in the event that the PID does not issue any bonds. Such clauses shall make reference to statutorily prescribed dissolution procedures set forth in the Utah Code Title for Limited Purpose Local Government Entities - Local Districts and any such dissolution procedures that would be carried out accordingly. The clause may address dissolution prior to any levy of taxes and issuance of bonds for occurrences and conditions outside of the control of the Developer, such as recessions, economic and market conditions, and acts of God; once taxes have been levied and bonds issued, there shall be no dissolution of the PID except as prescribed under U.C.A. 17B-1-1301 et seq.

14. Bonds may not be purchased by parties who have a material conflict of interest related to the ownership of the property within the District.

C. Disclosure and Reporting Requirements:

Disclosure of the existence of the District to property owners and potential property owners within the District is important and the following actions to be taken by each District shall be included in the Governing Document.

1. Within 30 days after the formation of the District, the City shall record a notice with the county recorder:
 - a. Containing a description of the boundaries of the District;
 - b. Stating that a copy of the Governing Document is on file at the office of the City;
 - c. Stating that the District may finance and repay infrastructure and other improvements through the levy of a property tax;
 - d. Stating the maximum mill rate that the District may levy;
 - a. A disclosure outlining the impact of any applicable property tax, in substantially the following form:

“Under the maximum property tax rate of the District, a primary residence valued at \$[insert average anticipated residential property value] would have an **additional annual property tax of \$_____** for the duration of the District’s Bonds. A business property valued at \$[insert average anticipated commercial property value] would have an **additional annual property tax of \$_____** for the duration of the District’s Bonds.”; and

- b. If applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion.

2. Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, shall be required to disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:
 - a. All of the information required under C.1. above;
 - b. Such disclosures shall be contained with the REPC on a separate colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.
 - c. Such other permitted or legally required notices as shall be requested by the City (including after creation of the District).
3. At least annually following the formation of the District, the District shall notify (by mail, e-mail, or posting to the District's website) property owners in the District of the existence of the District and of the next scheduled meeting of the Board of the District. Such meeting shall occur at least 30 days and not more than 60 days following the date of the notice. Such notification shall include names and contact information of the Board of Directors and officers, the address, telephone and fax numbers, and e-mail address of the District, and shall include reference to the existence of a District file maintained by the City as described below.
4. The District shall provide the following information to the City Economic Development Director's Office on an annual basis, and the District shall create and maintain a file for public review of the following information.
 - a. Annual District budget;
 - b. Annual financial report or audit of the District, as applicable under relevant statutory provisions;
 - c. Total debt authorized and total debt issued and presently planned debt issuances;
 - d. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
 - e. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
 - f. List of current interlocal agreements, if changed (to be delivered to the City upon request);
 - g. List of all current contracts for services or construction (to be delivered to the City upon request);
 - h. List of status of construction of improvements;
 - i. Construction schedule, with City to be notified of delays;

- j. Official statements of current outstanding bonded indebtedness, if not previously received by the City;
 - k. Current approved Governing Document, if changed; and
 - l. District Office contact information.
5. The following shall be considered significant changes to the Governing Document, thereby requiring approval by the City:
- a. Exclusion or inclusion of property without Governing Document and Statute required approvals;
 - b. Change in the maximum mill levy;
 - c. Consolidation with any other district; and
 - d. Change in the dissolution date.
 - e. Addition/Deletion of any public improvements.

Submittal Instructions

All letters of intent, draft Governing Documents, annual financial information, and additional documents and requested information should be submitted to the City Economic Development Director's Office in electronic and hard-copy form:

American Fork City
 Attn: Economic Development Director
 51 E Main St.
 American Fork, UT 84003 (801) 763-3060
pobrien@americanfork.gov