



CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on September 3, 2013.**

AGENDA ITEMS:

1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITIONS:

- a. Pledge, led by invitation

2. PUBLIC COMMENTS:

Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comment will be limited to three minutes per person. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing. The Mayor or Council may restrict the comments beyond these guidelines.

3. COUNCIL COMMENTS:

4. CONSENT ITEMS:

These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.

- a. * Minutes of Spanish Fork City Council Meeting – August 27, 2013
- b. * Contract with Springville to Purchase Electric System in the Highway 51 Area
- c. * FAA Grant Agreement
- d. * State Airport Grant Agreement
- e. * Armstrong Task Order for Bidding & Construction Management
- f. * QA Testing Bid Award
- g. * Runway Extension Phase II Bid Award
- h. * Calpac Road Curb & Gutter 2013 Change Order 2

5. PUBLIC HEARING:

- a. * Ordinance #14-13 Vacating Chappel Drive
- b. * Title 15 Text Amendments to Allow Heights in the Business Park Zone of 120 Feet, adding a definition of "Hospital", and adding the Parks & Recreation Director as a member of the DRC

6. NEW BUSINESS:

- a. * Canyon Creek Subdivision Amended Preliminary Plat, a commercial subdivision located at approximately 1200 North Chappel Drive
- b. * Northgate Amended Preliminary Plat, a subdivision proposed to contain eight lots located at 1000 North Main Street
- c. * Silver Sage Business Park Plat A Amended Preliminary Plat, a subdivision proposed to contain four lots located at 1800 North Chappel Drive
- d. * CDBG Grant Agreement for the 300 North 600 East to 1000 East Water & Sewer Project

7. NEW BUSINESS:

- a. Property Acquisition/Potential Litigation

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

ADJOURN:

* Supporting documentation is available on the City's website www.spanishfork.org

Notice is hereby given that:

- In the event of an absence of a quorum, agenda items will be continued to the next regularly scheduled meeting.
- By motion of the Spanish Fork City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that Chapter.
- This agenda is also available on the City's webpage at www.spanishfork.org

SPANISH FORK CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. The public is invited to participate in all Spanish Fork City Council Meetings located at 40 South Main St. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at 804-4530.

Tentative Minutes
Spanish Fork City Council Meeting
August 27, 2013

Elected Officials Present: Mayor G. Wayne Andersen, Councilmembers Steve Leifson, Rod Dart, Keir A. Scoubes, Richard Davis, Brandon Gordon.

Staff Present: Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Dave Anderson; Community Development Director; Chris Thompson, Public Works Director; Kent Clark, City Recorder/Finance Director; Steve Adams, Public Safety Director; Angie Warner, Deputy Recorder.

Citizens Present: None

CALL TO ORDER, PLEDGE, RECOGNITION:

Mayor Andersen called the meeting to order at 6:00 p.m.

Chief Adams led in the pledge of allegiance.

PUBLIC COMMENTS:

None

COUNCIL COMMENTS:

Councilman Scoubes said he will have a full report at the next City Council meeting from the solid waste board meeting.

Councilman Dart said he just attended the Library Board meeting and they had a successful summer reading program.

CONSENT ITEMS:

- a. Minutes of Spanish Fork City Council Meeting – August 20, 2013
- b. Miscellaneous Concrete Site 3 Change Order 1

Councilman Leifson made a **Motion** to **approve** the consent items.
Councilman Scoubes **Seconded** and the motion **Passed** all in favor.

NEW BUSINESS:

Canvass for the 2013 Primary Election

Kent Clark presented the results of the 2013 Primary Election.

Councilmember (top 4 advance to November Election): 2 – four year seats.
875 - Keir A. Scoubes
628 - Carl Johnston
607 - Mike Mendenhall
276 - Jed Morley
254 - Scott Woolston

Mr. Clark explained the process for the City Councilmembers to check the documents that were completed for each polling location. Mr. Clark noted the difference between the 4th and 5th

50 positions was 22 votes. Mr. Clark explained the new rules that the State of Utah created for a
51 recount and it would have to be a 7 vote difference to have a recount. Mr. Clark said that there
52 was a 9% turnout.

53
54 Councilman Dart made a **Motion** to **approve** the Canvass for the 2013 Primary Election
55 Councilman Gordon **Seconded** and the motion **Passed** all in favor.

56
57 **Resolution #13-09 A Resolution Amending the Spanish Fork City Employee Personnel Manual**
58 Seth Perrins stated that the employee policy manual gets updated on an as needed basis. Mr.
59 Perrins reviewed the proposed changes:

- 60
61 1. *The personnel manual is re-numbered and re-paginated, as designated by the City Manager, so the*
62 *personnel manual follows the numbering system of the City Policy Manual. The Personnel Manual will*
63 *now be known as the Personnel Policy and will be located in the City Policy Manual as Section 1.20.*
64
65 2. *The definitions of Part-time Employee, Permanent Part-time Employee, Seasonal Employee and Variable*
66 *Employee in §1.20.10.050 is amended as follows:*

67
68 **Part-time Employee:** *Part-time employee means one who is expected to work no more than 130 hours in any*
69 *month and less than 1560 hours in a year. Occasionally, a part-time employee may work more than 130 hours*
70 *in a given month due to department needs. If this occurs, the City will offer health insurance benefits if the*
71 *employee is eligible in accordance with federal law and the City's current health insurance program.*

72
73 **Permanent Part-time Employee:** *Permanent Part-time employee means one who works a minimum of 1,040*
74 *hours per calendar year and is eligible to receive benefits at a rate set by the City Manager.*

75
76 **Seasonal Employee:** *means one who is expected to work during a specific period or season. The City has three*
77 *(3) seasons: from March 15 to September 15; from April 15 to October 15; and from May 15 to November 15.*
78 *Seasonal employees will not work more than 1560 hours during the season. (i.e. swimming pool, golf course,*
79 *streets, parks)*

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81 **Variable Employee:** *means an employee who is expected to work a schedule that may be uncertain and erratic*
82 *from month to month and throughout one year. A variable employee may work more than 130 hours in any*
83 *given month or for a few consecutive months, however, a variable employee will not work more than 12*
84 *consecutive months.*

- 85
86 3. *Section 1.20.35.080 is amended as follows:*

87
88 *C. On-call positions for the City will be approved by the City Manager and properly budgeted for. Such*
89 *positions shall receive a base compensation at the rate equal to seven (7) hours of their individual overtime rate*
90 *or \$275 per week, whichever is greater. When the on-call includes a holiday, the employee will receive an*
91 *additional hour of overtime to the base rate for each holiday in that week. All call outs will be paid at one hour*
92 *minimum and at the employee's overtime rate. For call-outs taken on a recognized City holiday, the employee*
93 *will be compensated at double time. Hours worked under this section are not to be confused with callback or*
94 *regular overtime. The provisions of this section apply only to the employee assigned to an on-call shift.*

- 95
96 4. *Section 1.20.40.140 is added as follows:*

97
98 **1.20.40.140 Ambulance Bill Waiver**

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100 *A. In the event that a full time employee, a permanent part-time employee, an elected official, an ambulance*
101 *division employee or volunteer, or fire volunteer, or their dependent (as defined by the IRS), is transported by*
102 *a Spanish Fork City ambulance, the City will waive the balance of the ambulance bill after recovery is made*
103 *from any applicable insurances. The qualified individual must be employed or directly associated with the City*
104 *at the time of the qualified ambulance transport. This waiver will not be applied automatically. The individual is*
105 *required to request the waiver with the City billing division and with human resources.*

- 106 5. *Section 1.20.55.010 is amended as follows:*

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108 *C. For successfully completed courses (passed with at least a "C" grade), the City will reimburse the employee*
109 *for tuition, fees, and books up to a maximum of \$2,000 per fiscal year.*

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Councilman Scoubes commented that these changes are from the implementation of the Affordable Care Act. The City is a government entity but still has to run like a business just like everyone else.

Councilman Scoubes made a **Motion to approve** the Resolution #13-09 A Resolution Amending the Spanish Fork City Employee Personnel Manual.

Councilman Leifson **Seconded** and the motion **Passed** all in favor with a roll call vote.

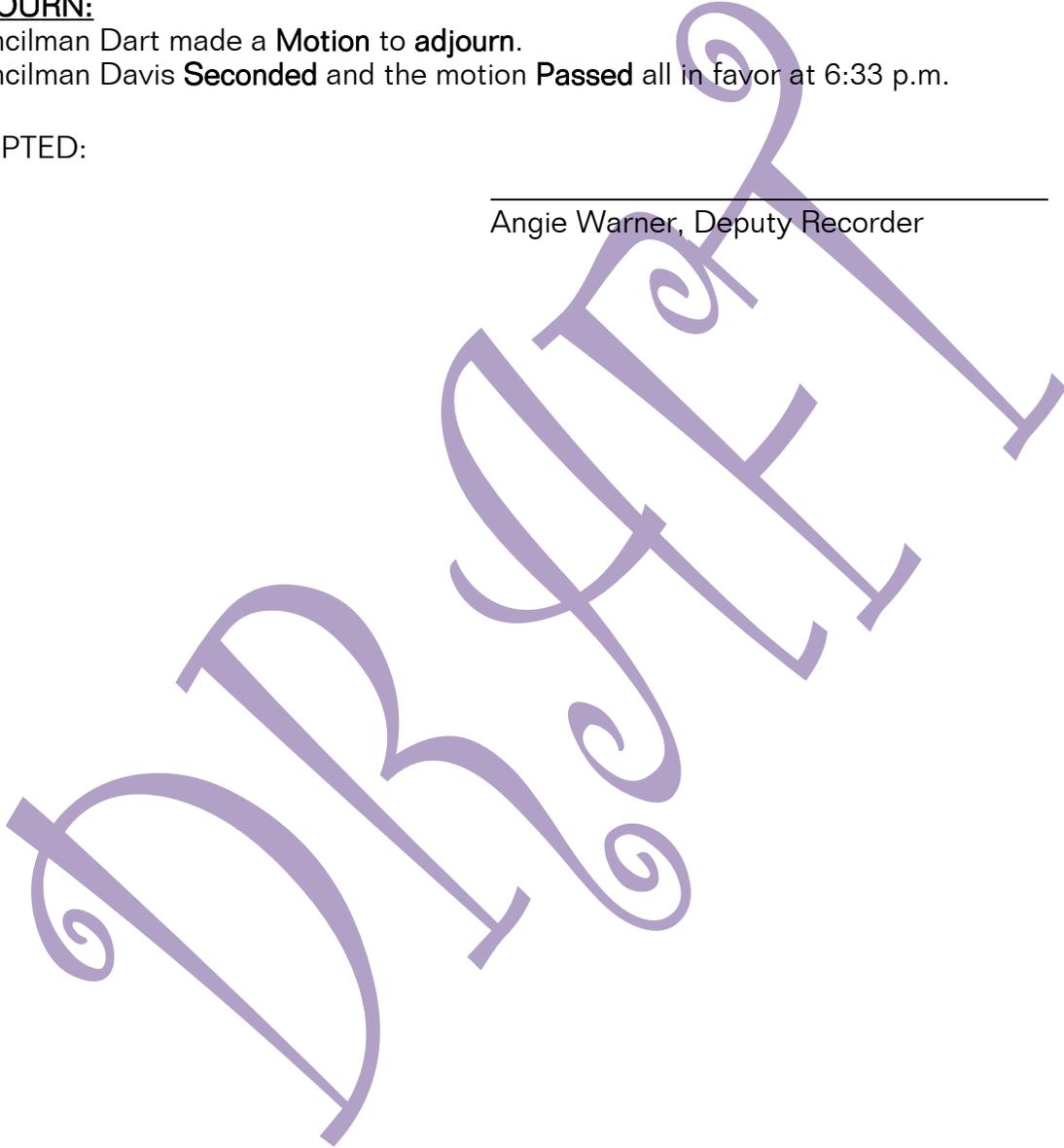
ADJOURN:

Councilman Dart made a **Motion to adjourn**.

Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:33 p.m.

ADOPTED:

Angie Warner, Deputy Recorder





Memo

To: Mayor and City Council
From: Chris Thompson P.E., Public Works Director/City Engineer
Date: August 29, 2013
Re: Springville Buy Out Agreement for the Forbush Annexation

Staff Report

RECOMMENDED MOTION

Motion to accept a contract transferring power infrastructure from Springville City to Spanish Fork City.

BACKGROUND

The Forbush Annexation in 2006 brought an area into Spanish Fork City that was then being served power by Springville City. The cities allowed this to continue until development brought Spanish Fork power close enough to the annexed area to make it cost effective to transfer electric service. This is now occurring with the development along Highway 51.

DISCUSSION

Much of the cost to bring Spanish Fork power to this area has been or will be paid for by developers along highway 51. State law provides a way for us to take over customers in our city boundaries and when financially and logistically feasible we feel like this is in the city's best interest.

We reviewed the costs Springville proposed for buying out their electric system in the Forbush Annexation and found feel they are fair and reasonable.

ALTERNATIVES

Leave this area to Springville to serve and either have duplicate lines or ask Springville to also serve the new development proposed.

Attached: agreement



Power Line & Service Area Buyout

96.5 Acres

MATERIAL	QUANTITY
TRANSFORMER - 112.5 277 / 480 COOPER UNKNOWN URD (1994)	1
TRANSFORMER - 75 KVA 277 / 480 WESTINGHOUSE SERIAL #85JA349183	1
TRANSFORMER - 50 KVA 120 / 240 UNKNOWN URD (2007)	1
TRANSFORMER - 25 KVA 120 / 240 WESTINGHOUSE SERIAL #87JH975248	1
ABB UNKNOWN OVH (2001)	1
CENTRAL MALONEY UNKNOWN OVH (1995)	1
SOUTH WEST ELEC. SERIAL #57879-68	1
TRANSFORMER - 15 KVA 120 / 240 ABB UNKNOWN OVH (2000)	1
HOWARD SERIAL #1108540492	1
200 AMP SECTIONALIZER - 3 Ø	1
40' WOOD POLE	
SW-D-4-0153 (DEAD END RISER POLE)	1
SW-D-4-0152 (OPEN BANK)	1
SW-D-4-0114 (1988)	1
SW-D-4-0115 (1995)	1
SW-D-4-0116 (1993)	1
SW-D-4-0113 (1997)	1
45' WOOD POLE	
SW-D-4-0151 (1999)	1
SW-D-4-0150 (2000)	1
SW-D-4-0149 (2000)	1
SW-D-4-0148 (2000)	1
SW-D-4-0112 (2000)	1
NEW CONSTRUCTION DEAD END	1
WIRE	
4" PVC PIPE	1440
3" PVC PIPE	480
1/0 15 KV PRIMARY URD	1920
#2 ACSR	9824
#6 COPPER	500
POLE CONSTRUCTION	
15 KV FUSE CUT OUT	14
RISER TERMINATION	4
15 KV ELBOW	18
MISCELLANEOUS	1

- As of 6/26/07 Transfer includes:
 # 4 ACSR 8,800 Feet
 Urd Primary Cable 1500 Feet
 45'Foot Wood Poles (12)
 Wood Cross Arms (12)
 Wood Brace (28)
 Urd XFMR (3)
 Pole Mount XFMR (5)
 Primary Insulators:
 Dead Ends (5)
 Posts (30)
 Spools (13)
 Meters (10)
 Meter # 1787 2660 south state
 Meter # 1227 2751 south state
 Meter # 1543 2750 south state
 Meter # 8283 2890 south state
 Meter # 1730 2890 south state
 Meter # 3972 2890 south state
 Meter # 433 2940 south state
 Meter # 8468 2944 south state
 Meter # 1156 2930 south state
 Meter # 8512 1154 North SR 51

Map is for reference only- Air photo 2011

Springville City

Spanish Fork City

Span To Be Removed

4 ACSR Three Phase Overhead

Three Phase Primary URD # 1/0

State Route 51
Straight Line

Anderson Auto

25 KVA

Legend

- Power Pole
- Ⓜ Power Meter
- ⊞ Capacitors

Transformers

- ⊞ Pad Mount
- ◄ Pole Mount

Feeder Circuit

- Overhead
- - - - - Underground

City Limits

- Springville
- Spanish Fork



STAFF REPORT

DATE: August 15, 2013
TO: Honorable Mayor and City Council
FROM: Distribution Superintendent Brandon Graham
SUBJECT: TRANSFERRING POWER INFRASTRUCTURE FROM SPRINGVILLE CITY TO SPANISH FORK CITY

RECOMMENDED MOTION

Motion to accept a contract transferring power infrastructure from Springville City to Spanish Fork City for the sum of \$87,017.94

BACKGROUND

In 2006 Spanish Fork City annexed into our service territory, but has never built their infrastructure out to service the meters that are in that area. Now Spanish Fork has a developer that wants to develop in that area, and is willing to pay the extension fee that will bring their infrastructure into the area. At this time Springville Power would sell them the section of line that is in their service area. Our crews would then be making a dead end pole ending Springville Power's line at the boundary of Springville City and Spanish Fork City.

DISCUSSION

Staff met with Spanish Fork and agreed on a formula to come up with the value the line and the current value that it is worth.

The formula is below:

Years of service X 2.2% = depreciation percentage value
New cost X depreciation percentage = current depreciation value
New cost – current depreciation value = current sale value

Then staff went and calculated how long it would take to build a new system from the ground up and then charged our extension fee labor rate. This allowed staff to come up with a total time and equipment cost for the line being transferred in the sale. Adding the two values together for a total of \$87,017.94.

CITY COUNCIL AGENDA

August 20, 2013

Recently passed Senate bill 180 requires an electric service provider to transfer electric service facilities if requested, outside of municipal boundaries.

ALTERNATIVES

Proceed as is to maintain service to those meters; however annexation rules do allow the municipal to acquire the utility service points in the annexation boundary.

FISCAL IMPACT

The Gross Revenue from the ten meter's in the transfer area for the time period of August 2012 to July 2013 was \$13,615.88. Net Revenue is approximately \$4,765.55. This will no longer be rate revenue coming to the Electric Department.

Spanish fork City will pay Springville City \$87,017.94 for the section of line that they are buying.

Name Brandon Graham
Title Distribution Superintendent

Attachments
Material list/ time and equipment rates
Map of the area
Contract

CONTRACT

This agreement is made between Spanish Fork City and Springville City in order for Spanish Fork to compensate Springville for power lines, equipment, and labor belonging to Springville, which will be purchased by Spanish Fork following an annexation of unincorporated area into the city limits of Spanish Fork City.

RECITALS

WHEREAS, Spanish Fork has annexed of number of acres of property adjacent to State Road 51 in unincorporated Utah County; and

WHEREAS, Springville has provided electric power to those parcels; and

WHEREAS, Utah state law allows annexing municipalities to serve areas within their city limits with electric power, but only after compensating the existing provider for their costs of the facilities in the annexed area; and

WHEREAS, Springville has conducted an inventory of its facilities, including costs of installation and has provided a buyout number to Spanish Fork, a copy of which is attached hereto as exhibit A and incorporated herein by this reference;

NOW THEREFORE, the parties hereto now hereby contract, covenant, and agree as follows:

AGREEMENT

1. Spanish Fork will pay to Springville the sum of \$87,017.94 in order to compensate Springville for its electric facilities, including equipment and labor costs, from approximately 5500 South (Utah County address) to approximately 5700 South (Utah County address) along SR-51.
2. Payment will be made within thirty days of each city council approving this agreement.
3. Springville will grant and convey to Spanish Fork title to all distribution lines, service lines, poles, transformers, and other facilities physically located in the area annexed into Spanish Fork. Springville further warrants that it has good title to the facilities sold to Spanish Fork.
4. Each city's electric utility crews will cooperate with each other to make a seamless transition such that any customers will be inconvenienced as little as possible.

5. Once the transition is made, Spanish Fork will be responsible for the maintenance, customer service, and any other obligations related to the facilities purchased.
6. This agreement represents the entire agreement between the parties concerning the buyout of this specific electric line and related facilities. This document supersedes all prior agreements, representations, negotiations, or understandings between the parties.
7. All amendments to this agreement shall be in writing, executed by each of the parties hereto.
8. This agreement is binding on the respective successors and assigns of the parties hereto.
9. In the event of breach of this agreement, the non-breaching party shall be entitled to recover its attorney's fees incurred in enforcing the terms hereof.
10. Each party represents that it has signed this agreement with the approval of its city council and has the authority of its respective council to sign the agreement.

DATED this ___ day of _____, 2013

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

Kent R. Clark, City Recorder

SPRINGVILLE CITY by:

WILFORD W. CLYDE, Mayor

Attest:

Venla Gubler, City Recorder



Memo

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

Staff Report

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

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

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

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

Attached: contracts



GRANT AGREEMENT

Federal Aviation
Administration

Part I - Offer

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

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

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

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

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

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

all as more particularly described in the Project Application.

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

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

Conditions

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

Special Conditions

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

PAVEMENT MAINTENANCE MANAGEMENT PROGRAM

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

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

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

- b. **Inspection Schedule.**

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

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

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

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

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

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

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

13. The Sponsor agrees to perform the following:

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

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

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

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

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

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

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

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

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

c. Provisions applicable to any recipient.

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

d. Definitions. For purposes of this award term:

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

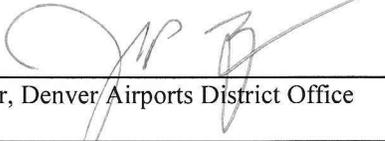
19. The Sponsor shall provide for a Single Audit in accordance with Office of Management and Budget Circular A-133. The Sponsor shall submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/fac/collect/ddeindex.html>.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

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

#

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



Manager, Denver Airports District Office

Part II - Acceptance

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

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

Executed this _____ day of _____, 2013.

CITY OF SPANISH FORK, UTAH

(SEAL)

Sponsor's Designated Official Representative

Attest: _____ Title: _____

Title: _____

Certificate of Sponsor's Attorney

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

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

Dated at _____ this _____ day of _____, 2013.

Signature of Sponsor's Attorney

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

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

Executed this _____ day of _____, 2013.

CITY OF SPRINGVILLE, UTAH

(SEAL)

Sponsor's Designated Official Representative

Attest: _____ Title: _____

Title: _____

Certificate of Sponsor's Attorney

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

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

Dated at _____ this _____ day of _____, 2013.

Signature of Sponsor's Attorney

UTAH DEPARTMENT OF TRANSPORTATION

AERONAUTICAL OPERATIONS DIVISION

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

Part 1 - Project Information

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

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

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

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

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

Other governmental agencies granting money to the project are

FAA

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

Part II - Representations

The Sponsor hereby represents and certifies as follows:

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

Part III – Sponsor’s Assurances

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Part IV - Project Agreement and Acceptance

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

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

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

(SEAL)

(Name of Sponsor)

By _____

Title _____

Attest _____
Recorder

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

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

Title _____

AERONAUTICAL OPERATIONS DIVISION

Director

APPROVED:

UDOT Legal Counsel

Finance

COOPERATIVE AGENCY AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

City

Mayor

(Co-sponsor) Mayor

Attest:

Recorder

(Seal)

State of Utah
Department of Transportation
Aeronautical Operations Division

Director

Attest:

Division of Aeronautics

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

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

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

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

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

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

**OWNERS:
SPRINGVILLE CITY**

**ENGINEER:
ARMSTRONG CONSULTANTS, INC.**

By _____
Wilford W. Clyde, Mayor

By _____
Dennis Corsi, President

Attest: _____

SPANISH FORK CITY

By _____
G. Wayne Andersen, Mayor

Attest: _____

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

This project consists of:

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

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

Anticipated Contract Construction period: 92 Calendar days

BIDDING SERVICES

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

ACTIVITIES

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

PHASE 4 - CONSTRUCTION SERVICES

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

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

ACTIVITIES

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

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

August 21, 2013

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

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

Dear Mr. Child,

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

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

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

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

Mr. Child
August 21, 2013
Page 2

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

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

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

Sincerely,

ARMSTRONG CONSULTANTS, INC.



Eric W. Trinklein, P.E.

encl: Contract from CMT Engineering Laboratories

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

CMT ENGINEERING LABORATORIES

Construction • Materials • Technologies

Geotechnical, Environmental, and Materials Engineering / Testing / Research

August 22, 2013

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

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

Dear Mr. Child:

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

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

Respectfully submitted,



Braden Watson
Project Manager

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

Company Representative

Print Name and Title

CMT Engineering Laboratories

Print Name and Title

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

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

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

EXHIBIT A

Schedule I - Runway 12/30 and Taxiway A Extension

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

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

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

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

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

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

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

EXHIBIT A-2

Schedule III - Construct Taxiway A1

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

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

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

EXHIBIT A-3

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

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

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

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

EXHIBIT A-4 Schedule V - Taxiway Lighting System

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

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

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

Exhibit B
Terms and Conditions

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

August 22, 2013

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

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

Dear Mr. Child,

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

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

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

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

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

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

A bid tabulation is attached to this letter.

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

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

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

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

AIP NO. 21

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

The project budget will require the following funding:

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

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

Sincerely,

ARMSTRONG CONSULTANTS, INC.



Eric W. Trinklein, P.E.

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

BID TABULATION

SCHEDULE I – RUNWAY 12/30 & TAXIWAY A EXTENSION

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

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

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

SCHEDULE I – RUNWAY 12/30 & TAXIWAY A EXTENSION

GORAN, LLC.

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

BID TABULATION

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

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

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

BID TABULATION

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

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

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

BID TABULATION

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

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

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

BID TABULATION

<u>SCHEDULE III - CONSTRUCT TAXIWAY A1</u>		<u>STAKER PARSON</u>		<u>GORAN, LLC.</u>		
<u>ITEM</u>	<u>QUAN.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1 Mobilization	1	L.S.	\$6,000.00	\$ 6,000.00	\$ 45,175.00	\$ 45,175.00
2 Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
3 Clearing & Grubbing	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
4 Embankment	1,565	C.Y.	\$30.00	\$ 46,950.00	14.40	\$ 22,536.00
5 Controlled Low Strength Material	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
6 Subbase Course (13.5-Inches Thick)	1,210	S.Y.	\$20.00	\$ 24,200.00	14.60	\$ 17,666.00
7 Stabilization Fabric	1,210	S.Y.	\$1.30	\$ 1,573.00	1.80	\$ 2,178.00
8 Crushed Aggregate Base Course (6-Inches Thick)	1,210	S.Y.	\$7.00	\$ 8,470.00	6.70	\$ 8,107.00
9 Bituminous Surface Course (50 Blow) (4-Inches Thick)	271	Ton	\$88.00	\$ 23,848.00	93.25	\$ 25,270.75
10 Bituminous Material (PG 64-28)	19	Ton	\$0.01	\$ 0.19	93.25	\$ 1,771.75
11 Bituminous Prime Coat	353	Gallons	\$4.00	\$ 1,412.00	4.90	\$ 1,729.70
12 Bituminous Tack Coat	177	Gallons	\$0.01	\$ 1.77	1.73	\$ 306.21
13 Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
14 Pavement Marking	325	S.F.	\$1.00	\$ 325.00	1.05	\$ 341.25
15 24-Inch Reinforced Concrete Pipe Culvert (2000D)	110	L.F.	\$66.00	\$ 7,260.00	63.00	\$ 6,930.00
16 24-Inch Concrete Pipe FES	2	Each	\$650.00	\$ 1,300.00	687.50	\$ 1,375.00
17 4-Inch Pipe Underdrain	510	L.F.	\$14.00	\$ 7,140.00	10.40	\$ 5,304.00
18 Hydraulic Seeding and Mulching	0	Acre	\$1,200.00	\$ 480.00	1,175.00	\$ 470.00
		TOTAL SCHEDULE III	\$	\$ 128,959.96	\$	\$ 139,160.66

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

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

BID TABULATION

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

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

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

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

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

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

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

BID TABULATION

SCHEDULE V – TAXIWAY LIGHTING SYSTEM

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

SCHEDULE V – TAXIWAY LIGHTING SYSTEM

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

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

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

BID TABULATION

SCHEDULE VI – OFFSITE ROAD IMPROVEMENTS

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

SCHEDULE VI – OFFSITE ROAD IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

Dated this _____ day of _____, 2013.

CITIES OF SPANISH FORK AND SPRINGVILLE, UTAH
(Owners)

By _____, Mayor, Spanish Fork, Utah

By _____, Mayor, Springville, Utah

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

ACCEPTANCE OF NOTICE

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

Goran, LLC., Contractor

By: _____

Date: _____

Title: _____

Telephone: _____



Memo

To: Mayor and City Council
From: Chris Thompson P.E., Public Works Director/City Engineer
Date: August 30, 2013
Re: Calpac Road Curb & Gutter 2013 Change Order 2

Staff Report

RECOMMENDED ACTION

Approval of the Calpac Road Curb, Gutter and Sidewalk Project Change Order 2 for the amount of \$1,650.

BACKGROUND

The city has an agreement with Fritzi Realty to improve Calpac Road along their respective frontage as outlined in the Site Plan Phasing Agreement approved April 2, 2013. Improvements with the original bid for Calpac Road included curb, gutter and storm inlets.

DISCUSSION

In the process of construction the contractor has discovered a large underground storm water vault and 20 feet of damaged and collapsed pipe. The top of this vault needs to be excavated so curb and gutter may be installed for a cost of \$850.00. Also, 20 feet of the broken pipe needs to be replaced for a cost of \$800.00.

ALTERNATIVES

It is not possible to complete this project with the vault in the way. The pipe needs to be repaired in order to improve drainage and keep the road in good condition.

Attached: change order



Spanish Fork City

Contract Change Order

Change Order Number: 2

Contract for	Calpac Road Curb & Gutter 2013	Date	8/30/2013
Owner	Spanish Fork City		
To	Hall Engineering		

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
Remove storm drain vault and place compacted engineered fill		\$850.00
Repair and replace 20 feet of storm drain pipe		\$800.00
TOTALS :	\$-	\$1,650.00
NET CHANGE IN CONTRACT PRICE :		\$1,650.00

JUSTIFICATION

During the construction of Calpac Road a storm drain vault was discovered within the proposed curb alignment and will need to be removed. The storm drain pipe is damaged and has collapsed. We need to replace this pipe.

The amount of the contract will be increased by the sum of : One Thousand Six Hundred Fifty and 00/100 Dollars
Dollars \$1,650.00

The contract total including this and previous change orders will be : Seventy One Thousand Five Hundred Fifty Two
and 00/100 Dollars Dollars \$71,552.00

This document will become a supplement to the contract and all provisions will apply herein.

Recommended: _____
Engineering Division Manager

Date: _____

Approved: _____
Public Works Director

Date: _____

Approved: _____
Mayor

Date: _____

Accepted: _____
Contractor

Date: _____

Hall Engineering and Construction

482 West Riverside Lane
Spanish Fork, Utah 84660
(801)798-2919 -- Cell(801)372-2685

August 29, 2013

Attention: Lou Saluone
Spanish Fork City
40 South Main
Spanish Fork, Utah 84660

RE: Storm Drain Manhole Removal/Repair
Cal-Pac Road in Spanish Fork City

The following job quote is to provide the labor and materials needed to remove and repair several existing storm drain manholes along Cal-Pac Road.

Remove Storm Drain Manhole (1 ea.):	\$850.00
Repair Broken Storm Drain (1 ea.):	\$800.00

Should you have any questions regarding this job quote, please call.

Sincerely,



Bruce B. Hall P.E.
Hall Engineering and Construction

ORDINANCE No. 14-13

ROLL CALL

VOTING	YES	NO
G. WAYNE ANDERSEN <i>Mayor (votes only in case of tie)</i>		
ROD DART <i>Council member</i>		
RICHARD M. DAVIS <i>Council member</i>		
BRANDON B. GORDON <i>Council member</i>		
STEVE LEIFSON <i>Council member</i>		
KEIR A. SCoubES <i>Council member</i>		

I MOVE this ordinance be adopted:

I SECOND the foregoing motion:

ORDINANCE No. 14 -13

AN ORDINANCE VACATING CHAPPEL DRIVE

WHEREAS, Chappel Drive runs north and south for approximately one mile commencing at US Highway 6 and proceeding north; and

WHEREAS, commercial development around Chappel Drive, including a major hospital facility, is creating a need for vacating and rerouting of a portion of Chappel Drive; and

WHEREAS, the commercial development will create a substantial tax base for both property taxes and sales tax, as well as a substantial employment base, which will provide a substantial benefit to the residents of the City; and

WHEREAS, a large portion of Chappel Drive is adjoined by vacant property; and

WHEREAS, the current development, known as Canyon Creek, has no need for Chappel

Drive in the locations where it is adjacent to vacant property and, in fact, can be better utilized and the property made more productive if that portion of Chappel Drive is vacated; and

WHEREAS, property owners in the area have already granted a street dedication plat to the City for new streets to be built in conjunction with the Canyon Creek development; and

WHEREAS, IHC Health Services, Inc., and Tenedor LLC, the adjacent property owners, have requested a vacation of a portion of Chappel Drive; and

WHEREAS, Chappel Drive provides access to a number of businesses at the far end of Chappel Drive, as well as some utility services, which are located within the Chappel Drive right-of-way; and

WHEREAS, the property owners have agreed to provide temporary easements and/or licenses to the City to continue that access and utility service until the new streets are constructed; and

WHEREAS, a public hearing to vacate a street was held on Tuesday, the 3rd day of September, 2013, with notice given in accordance with Utah Code Annotated §10-9a-208; and

WHEREAS, the Council finds it is in the best interest of the City and its residents to vacate a portion of Chappel Drive;

NOW THEREFORE, be it ordained and enacted by the Spanish Fork City Council as follows:

I.

A portion of Chappel Drive, as shown on the attached Exhibit A, and more particularly described as follows:

A portion of the Northeast Quarter of Section 18 and the Southeast Quarter of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian described as follows:

Beginning at a point located S0°18'06"E along the Section Line 1661.48 feet and West 1464.79 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and

Meridian; thence S45°35'11"W 166.68 feet to the easterly line of DFCU Subdivision according to the official plat thereof; thence northeasterly along the arc of a 467.00 foot radius non-tangent curve to the left (radius bears: N57°41'40"W) 114.94 feet through a central angle of 14°06'08" (chord: N25°15'16"E 114.65 feet); thence N88°35'15"W 1.92 feet to the existing west line of Chappel Drive; thence northeasterly along the arc of a 467.00 foot radius non-tangent curve to the left (radius bears: N72°38'08"W) 155.16 feet through a central angle of 19°02'12" (chord: N7°50'46"E 154.45 feet); thence N1°20'32"W 2673.26 feet; thence N89°53'55"E 66.02 feet; thence S1°20'32"E 2671.45 feet; thence southwesterly along the arc of a 533.00 foot radius non-tangent curve to the right (radius bears: S88°19'40"W) 143.24 feet through a central angle of 15°23'54" (chord: S6°01'37"W 142.81 feet) to the point of beginning.

is hereby vacated, including any public utility easements contained within the street right-of-way, specifically including the following easements:

Easement dated June 7, 1995, recorded in the Utah County Recorder's Office as Entry No. 36048, Book 3694, Page 25

Easement dated June 7, 1995, recorded in the Utah County Recorder's Office as Entry No. 38900, Book 3702, Page 7

Easements dated September 8, 1995, recorded in the Utah County Recorder's Office as Entry No. 61042, Book 3766, Page 535

II.

IHC Health Services, Inc., being the adjacent property owner to the north, shall own the north portion of the vacated street, described below, and the mayor is authorized to deed the property to IHC Health Services, Inc.:

A portion of the Northeast Quarter of Section 18 and the Southeast Quarter of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian described as follows:

Beginning at a point located S0°18'06"E along the Section Line 355.05 feet and West 1470.20 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence West 66.02 feet; thence N1°20'32"W 1506.62 feet; thence N89°53'55"E 66.02 feet; thence S1°20'32"E 1506.74 feet to the point of beginning.

III.

Tenedor, LLC, being the adjacent property owner to the south, shall own the south portion of the vacated street, described below, and the mayor is authorized to deed the property to Tenedor, LLC:

A portion of the Northeast Quarter of Section 18 and the Southeast Quarter of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian described as follows:

Beginning at a point located S0°18'06"E along the Section Line 1661.48 feet and West 1464.79 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S45°35'11"W 166.68 feet to the easterly line of DFCU Subdivision according to the official plat thereof; thence northeasterly along the arc of a 467.00 foot radius non-tangent curve to the left (radius bears: N57°41'40"W) 114.94 feet through a central angle of 14°06'08" (chord: N25°15'16"E 114.65 feet); thence N88°35'15"W 1.92 feet to the existing west line of Chappel Drive; thence northeasterly along the arc of a 467.00 foot radius non-tangent curve to the left (radius bears: N72°38'08"W) 155.16 feet through a central angle of 19°02'12" (chord: N7°50'46"E 154.45 feet); thence N1°20'32"W 1166.64 feet; thence East 66.02 feet; thence S1°20'32"E 1164.71 feet; thence southwesterly along the arc of a 533.00 foot radius non-tangent curve to the right (radius bears: S88°19'40"W) 143.24 feet through a central angle of 15°23'54" (chord: S6°01'37"W 142.81 feet) to the point of beginning.

IV.

This ordinance is effective upon receipt of temporary licenses/easements, which may all be recorded simultaneously.

DATED this 3rd day of September, 2013.

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder



TO: Dave Anderson
FROM: Dave Anderson, Community Development Director
DATE: August 26, 2013
RE: Proposed Amendments to Title 15

This memorandum contains descriptions of several proposed changes to Title 15. The changes have been proposed by three applicants, Spanish Fork City, Walker Funeral Home and Intermountain Health Care. The Development Review Committee discussed this proposal several times. Below are minutes from the meeting where the DRC recommended that the changes be approved:

August 21, 2013 DRC Meeting

Mr. Anderson explained the changes which covered the following topics: Duplicate Houses in Master Planned Developments and Distinct Designs, Principal Building, Principal Building Height, the definition of a Funeral Home, Zoning designations for Funeral Homes, Clear Vision Area and the addition of the Parks and Recreation Director as a Development Review Committee member. Discussion was held regarding the changes.

Discussion was held regarding IHC and clarifying definitions for ancillary functions.

Mr. Baker **moved** to recommend that the Planning Commission **approve** the changes to Title 15 as reviewed with an additional change to the definition of a Hospital. Mr. Adams **seconded** and the motion **passed** all in favor.

Staff is recommending that these proposed changes be approved. A proposed definition for a hospital has been added to what was sent to the Commission last week.

Proposed changes to allow for funeral homes with crematoriums:

15.1.04.020 Definitions

Functionally Dependent Use: A use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Funeral Homes: The provision of services including storing and preparing human remains for burial, cremation and arranging, managing and conducting funerals.

General Plan: The comprehensive general plan of Spanish Fork City.

15.3.16.040 R-O Residential Office

This district is intended to allow low intensity professional office uses on a scale consistent with residential areas. Strict architectural and site plan review will be required to ensure compatibility with adjoining residential areas. This district serves as a transition between more intense commercial areas and residential land uses, or is located along busier streets where limited office use is being introduced. Residential and office use of the same structure is allowed. Some limited commercial use may also be allowed in selective locations.

A. Permitted Uses:

1. Single residence dwellings.
2. Duplexes. The minimum lot size is 9,700 square feet, the minimum lot width is 60 feet and the side setback 10 feet.
3. Bed and Breakfast Inns.
4. Offices.
5. Home Occupations.
6. Churches (when located on a collector or arterial street).
7. Child care centers.
8. Instructional Studio.
- 9. Funeral Homes.**
10. Museums.
11. Municipal facilities required for local service.

The following uses will only be allowed on properties between 100 West and 100 East:

1. Art galleries and studios.
2. Financial institutions with no drive-thru service.
3. Personal service businesses.
4. Restaurants (no drive-thru or drive-in service).
5. Specialty retail uses including, but not limited to, gift shops, bookstores, florists, antiques, crafts, collectibles, food and beverages, apparel, and other similar items.

B. Uses subject to Conditions (as described in '15.3.24.010 et seq.):

1. Manufactured Home (as described in '15.3.24.040 et seq.)
2. Residential facility for persons with a disability (as described in '15.3.24.010 (A) et seq.).
3. Manufactured Homes.
4. Residential facility for persons with a disability.
5. Residential facility for elderly persons (as described in '15.3.24.010 (B) et seq.).

C. Accessory Buildings and Uses (see '15.3.24.090).

D. Development Standards (see Table 1).

E. Site Plan/Design Review (see '15.4.08.010 et seq.): Architectural and building materials review will be critical in this district to ensure that new or remodeled structures maintain an appearance which is highly compatible with adjoining residential areas.

F. Landscaping, Buffering, Walls (see '15.4.16.130).

G. Signs (see '5.36.010 et seq.).

H. Parking (see '15.4.16.120): No parking will be allowed in front of the principal structure for non-residential uses.

I. Uses subject to Conditional Use Permit (see '15.3.08.060):

1. Wireless communication facilities on existing structures, with the intent to make them Stealth facilities, which are not noticeable to a degree greater than the structure to which it is attached; or new stealth facilities which are camouflaged into its surroundings.
2. Nursing or retirement homes.
3. Supervisory Care Facilities.
4. Assisted Living Facilities.

6. Shelter Care Facilities.
7. Residential Treatment Centers.
8. Financial Institutions not located between 100 West and 100 East.
9. Museums.

15.3.16.050 C-O Commercial Office

This district is intended to provide for general office development. It may serve as a transition between commercial uses and residential areas, or it may be designed as a concentration of similar uses intended as an employment center.

A. Permitted Uses:

1. Child care centers.
2. Churches.
3. Financial institutions.
4. Medical and dental laboratories, clinics, emergency medical care facilities.
5. Nursing or retirement homes.
6. Offices.
7. Municipal facilities required for local service.
8. Supervisory care facilities.

9. Funeral Homes.

10. Veterinary offices for small animals with no outside boarding of animals.
11. Instructional Studios.

B. Uses Subject to Conditional Use Permit (see '15.3.08.060):

1. Hospitals.
 2. Restaurants.
 3. Retail stores, personal service businesses, office supply stores, pharmacies when integrated into the office complex.
 4. Veterinary offices for large animals and/or outside boarding of any animals.
 5. Wireless communication facilities on existing structures, with the intent to make them Stealth facilities, which are not noticeable to a degree greater than the structure to which it is attached; or new stealth facilities which are camouflaged into its surroundings.
 6. Medical and dental clinics.
 7. Emergency medical care facilities
 8. Museums.
- C. Accessory Buildings and Uses (see '15.3.24.090).
- D. Development Standards (see Table 2).
- E. Site Plan/Design Review (see '15.4.08.010 et seq.).
- F. Landscaping, Buffering, Walls (see '15.4.16.130).
- G. Signs (see '5.36.010 et seq.).
- H. Parking (see '15.4.16.120).

15.3.16.120 I-1 Light Industrial

This district is intended to provide for employment related uses including light manufacturing, assembling, warehousing, and wholesale activities. Associated office and support commercial uses are allowed. Uses that emit significant amount of air, water, or noise pollution will not be allowed. Residential uses are not allowed.

A. Permitted Uses:

1. The indoor manufacturing, assembly and storage of finished products.
2. Wholesale trade businesses except explosives or automobile wrecking or salvage yards.
3. Lumber and building material yards.
4. Contractor warehouse and storage yards.
5. Trucking and warehousing.
6. Research, development, and testing services.
7. Automotive service, paint and body work, other consumer goods repair.

8. Trade or business schools.
9. Office supply, copying, printing businesses.
10. Offices.
11. Restaurants.
12. Financial institutions.
13. Retail businesses.
14. Telecommunication towers not taller than sixty (60) feet.
15. Agriculture, including the production of food and fiber crops, and tree farms; grazing and animal husbandry of livestock.
16. Instructional Studios.
17. Veterinary offices for large animals and/or outside boarding of animals.
18. New and used automobile, motorcycle, boat, truck, and recreational vehicle sales and rental facilities, and repair services associated with such facilities.
19. Car wash (self or full service).
20. Automotive repair.
21. Lube Centers.
22. Tire Care Centers.
23. Municipal facilities required for local service.
24. Outdoor display areas.

25. Funeral Homes.

B. Uses Subject to Conditions:

1. Seasonal sales and special events (as described in '15.3.24.050 et seq.).
2. Sexually oriented businesses as defined in Chapter 5.28 of the Spanish Fork Municipal Code
3. Outdoor storage areas (see '15.3.24.090(l))

C. Uses Subject to Conditional Use Permit (see '15.3.08.060):

1. Outdoor commercial recreation facilities.
2. Drive-in theaters.
3. Commercial kennels, animal shelters, and veterinary hospitals with outdoor boarding or exercise facilities.
4. Telecommunication towers taller than sixty (60) feet.
5. Jails, county and city.
6. Residential Treatment Centers (not owner occupied).
7. Rehabilitation treatment facilities.
8. Shelter care facilities.
9. Publically owned and operated recycling centers.
10. Publically owned and operated compost facilities.

Proposed changes to address the diversity requirement for Master Planned Developments (2 options):

15.3.24.030 Master Planned Developments

C. Architecture

Option 1

1. Minimum House Sizes - finished area (square feet). For the purposes of calculating required finished area, square footage in basements shall not qualify. For split level homes, finished area on floors that are at least 50% below the finished grade of the lot shall not count towards the required finished area.

- square footage chart -

~~2. Duplicate Houses—There shall be no identical houses, i.e. same footprint (floor plan or elevation) within 200 feet of another, measured from property line to property line.~~

2. Distinct Designs - Master Planned Developments shall provide a variety of home styles to ensure a diverse and interesting streetscape. Neighborhoods that have repetitive homes constructed along the same street are not allowed. In order to ensure that the neighborhood is non-repetitive, the same street facing elevation shall not be built on adjacent lots on the same street or on lots directly or diagonally across the street from one another. Different elevations shall be characterized by distinct footprints, rooflines, cladding materials or architectural features which contribute to home designs that are easily distinguishable from other home designs along the same street.

3. Parking - at least a two car garage for each single family residence shall be provided. Townhomes and multi-family units must have one attached or detached garage (minimum 12 feet x 20 feet) per unit.

4. Roofing - Homes shall have at least a 6/12 pitched roof on the main portion of the roof unless it is determined by the Community Development Department that a lesser pitched roof is essential to maintain the integrity of a particular architectural style and that the style is a substantial improvement to what would be built in a standard subdivision.

~~5. Design Appeal - Homes in the development are required to have variation in their articulation of both the front facade and roofline, provide variation in the finistration between structures and use high quality materials.~~

6. Exterior Materials - Homes shall be clad in masonry, or masonry based materials or a chemically-treated, wood-based, nailon, lap siding that has at least a 50-year warranty. The City Council may grant a waiver of this requirement based upon superior architectural designs which involve other materials.

Option 2

1. Minimum House Sizes - finished area (square feet). For the purposes of calculating required finished area, square footage in basements shall not qualify. For split level homes, finished area on floors that are at least 50% below the finished grade of the lot shall not count towards the required finished area.

- square footage chart -

~~2. Duplicate Houses - There shall be no identical houses, i.e. same footprint (floor plan or elevation) within 200 feet of another, measured from property line to property line.~~

2. Distinct Designs - Master Planned Developments shall provide a variety of home styles to ensure a diverse and interesting streetscape. Neighborhoods that have repetitive homes constructed along the same street are not allowed. In order to ensure that the neighborhood is non-repetitive, the same street facing elevation shall not be built on adjacent lots on the same street or on lots directly or diagonally across the street from one another. Different elevations shall be characterized by elements such as, but not limited to, distinct footprints, rooflines, cladding materials or architectural features which contribute to home designs that are easily distinguishable from other home designs along the same street.

3. Parking - at least a two car garage for each single family residence shall be provided. Townhomes and multi-family units must have one attached or detached garage (minimum 12 feet x 20 feet) per unit.

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6. Exterior Materials - Homes shall be clad in masonry, or masonry based materials or a chemically-treated, wood-based, nailon, lap siding that has at least a 50-year warranty. The City Council may grant a waiver of this requirement based upon superior architectural designs which involve other materials.

Proposed changes to allow 120-foot tall buildings in the Business Park Zone:

15.1.04.020 Definitions

Accessory Use or Building: A subordinate use or building customarily incidental to and located upon the same lot occupied by the main use, building **or buildings**.

Accessory Apartment (basement): A housing unit which is self-contained but incorporated within an existing structure that is designed as a single family dwelling and will not substantially alter the structure or appearance of the structure. With one covered and uncovered parking space per unit not located in the front setback areas and on a lot of 10,000 or more square feet.

Preliminary Plat: A map or plat of a proposed subdivision or development with accompanying supplementary documents.

Principal Building: A primary building located upon a lot, or a building that provides services in direct support of a property's primary use. Properties that are developed in a campus fashion may have more than one principal building located on an individual parcel.

Private school, academic: A parochial or private institution offering academic or religious curriculum which is accredited to grant a degree or other indication of successful completion of an instructional program. The definition includes elementary, middle, junior, and high schools, colleges and universities. This does not include post high school educational facilities or educational facilities which include residential facilities for its students.

TABLE 2 - Commercial and Industrial Development Standards

District	Minimum District Size	Minimum Setback ¹				Max. Building Height	
		Front	Rear	Side	Corner	Principal Bldg.	Accessory Bldg.
C-O	N/A	25'	0-25'	0-10'	15'	30'	15'
C-UV	5 acres	25'	0-25'	0-20'	15'	30-48'1	15'
C-D	N/A	0' (10' max)	0-25'	0'	0' (10' max)	48'	15'
C-1	1 acre (5 acres max)	25'	0-25'	0-20'	15'	30'	15'
C-2	N/A	25'	0-25'	0-20'	15'	30-48'2	15'-25'2
S-C	5 acres	25'	0-25'	0-20'	15'	30-48'2	15'
B-P	10 acres	25'	0-25'	0-25'	15'	30' 120'	15'
I-1	10 acres	25'	0-25'	0-25'	15'	None	None
I-2	20 acres	50'	50'	50'	50'	None	None

Proposed changes to include the definition of a hospital:

15.1.04.020 Definitions

Home Occupation: An occupation, profession, activity, or use that is clearly incidental and secondary to the use of a residential dwelling unit.

Hospital: A facility used for inpatient or outpatient medical and healthcare-related uses or services (one of which provides emergency medical services) or any incidental, ancillary or related uses or services including but not limited to medical office, research and/or development, information technology, warehouse and distribution, hospitality, food service and lodging.

Hotel/Motel: A building which provides six (6) or more guest rooms for the overnight lodging of travelers. It may include customarily incidental uses such as meeting rooms, restaurants, and gift shops.

Proposed changes to clarify the allowable height of fences in the clear vision area:

15.4.16.150 Clear Vision Area

A. The clear vision area is formed by extending lines from each curb face to the point that the lines intersect, measuring back forty-five (45) feet along each curb face and connecting those points. Fencing, planting and other obstacles are restricted within this area as follows:

1. No **solid** fence shall exceed a height of three (3) feet, measured from the curb. **Open fences such as chain link and wrought iron may be as tall as four (4) feet in the clear vision area, measured from the curb.**

Proposed changes to remove definition of Functionally Dependent Use:

15.1.04.020 Definitions

Foster Home: A dwelling occupied as a primary residence by an individual or individuals having the care or control of not more than five (5) minor children as their legal wards.

~~**Functionally Dependent Use: A use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities, but does not include long-term storage or related manufacturing facilities.**~~

General Plan: The comprehensive general plan of Spanish Fork City.

Proposed changes to add the Parks and Recreation Director to the Development Review Committee:

15.3.08.010 Administrative Bodies and Officers

The DRC shall consist of the city public works director, engineering division manager, electric superintendent, city manager, city community development director, city attorney, public safety director, building official and **parks and recreation director**.



PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL CANYON CREEK AMENDED PRELIMINARY PLAT

Agenda Date: September 3, 2013.

Staff Contacts: Dave Anderson, Community Development Director.

Reviewed By: Development Review Committee, Planning Commission

Request: Woodbury Corporation is requesting to have a modified Preliminary Plat approved for the Canyon Creek development.

Zoning: Commercial 2.

General Plan: Commercial.

Project Size: approximately 89 acres.

Number of lots: 11.

Location: approximately 1300 North 800 East.

Background Discussion

The proposed Preliminary Plat is presented for the Council's review. This plat is similar to a plat that was approved by the City Council earlier this year. The plat would accommodate the development of various properties. The development is planned to include retail and professional office uses.

Staff has reviewed the proposed plat and recommends that it be approved. The Planning Commission has also reviewed this plat and has recommended that it be approved. It is anticipated that draft minutes from the Commission meeting will be available for the City Council before your meeting.

Development Review Committee

The Development Review Committee reviewed this request in their August 21, 2013 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

Canyon Creek

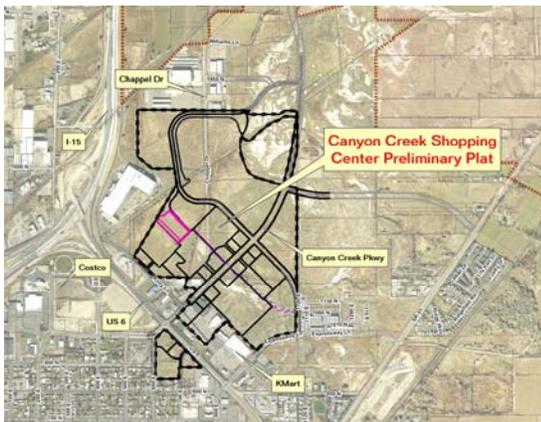
Applicant: Woodbury Corporation
 General Plan: General Commercial
 Zoning: Commercial 2
 Location: 600 East 1500 North

Mr. Baker explained the reason for the change was to add more property to the north side for IHC.

Mr. Pierce explained that there were some details that would be better reviewed with the Final Plat and a detention pond that will need to be relocated.

Mr. Peterson explained where the power lines were located and where they tie into one another. He further explained that he had spoken to the applicant with regard to relocating a power line that currently runs through the center of the property.

Discussion was held regarding the relocation of the power lines and the abandonment of an easement.



Mr. Baker **moved** to recommend **approval** of the amended Canyon Creek Plat subject to the following condition:

Condition:

1. That they work out the future plans for relocation of utilities.

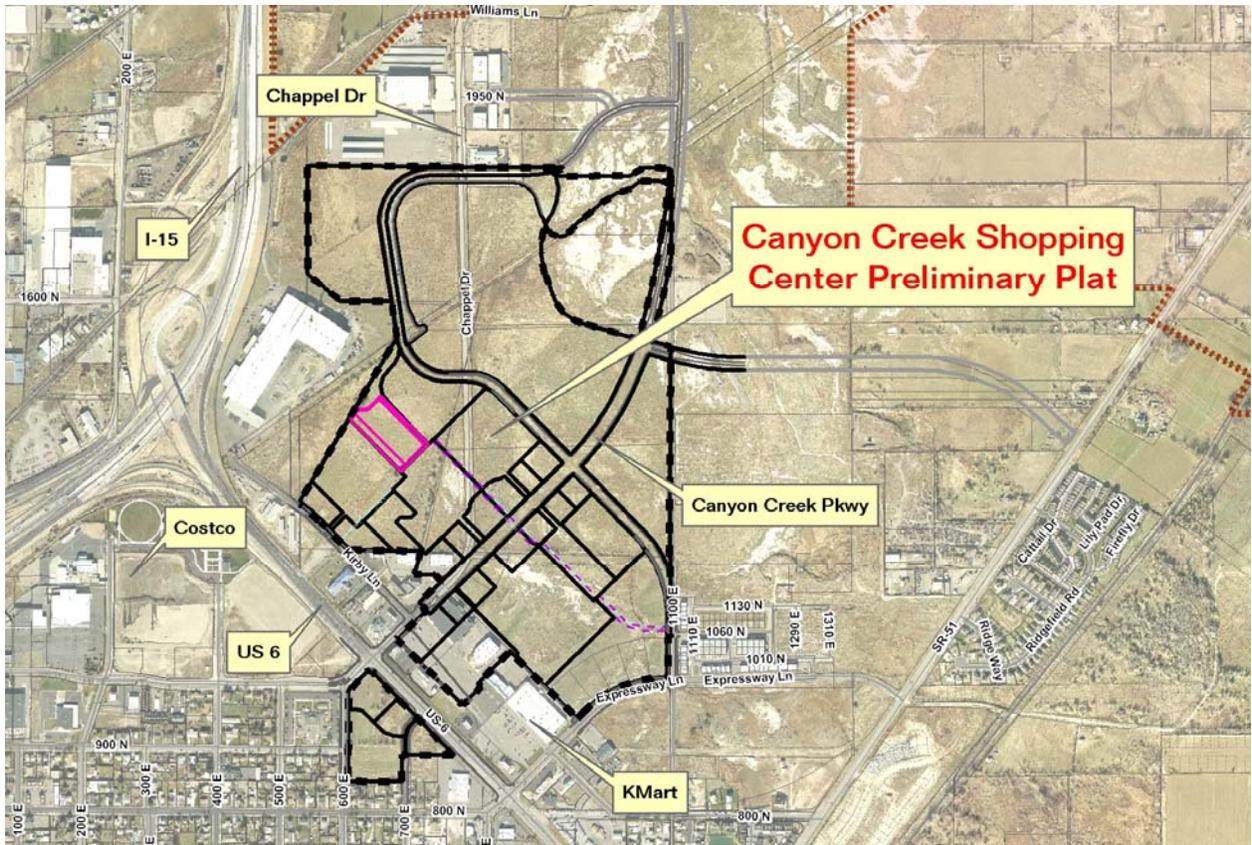
Mr. Johnson **seconded** and the motion **passed** all in favor.

Budgetary Impact

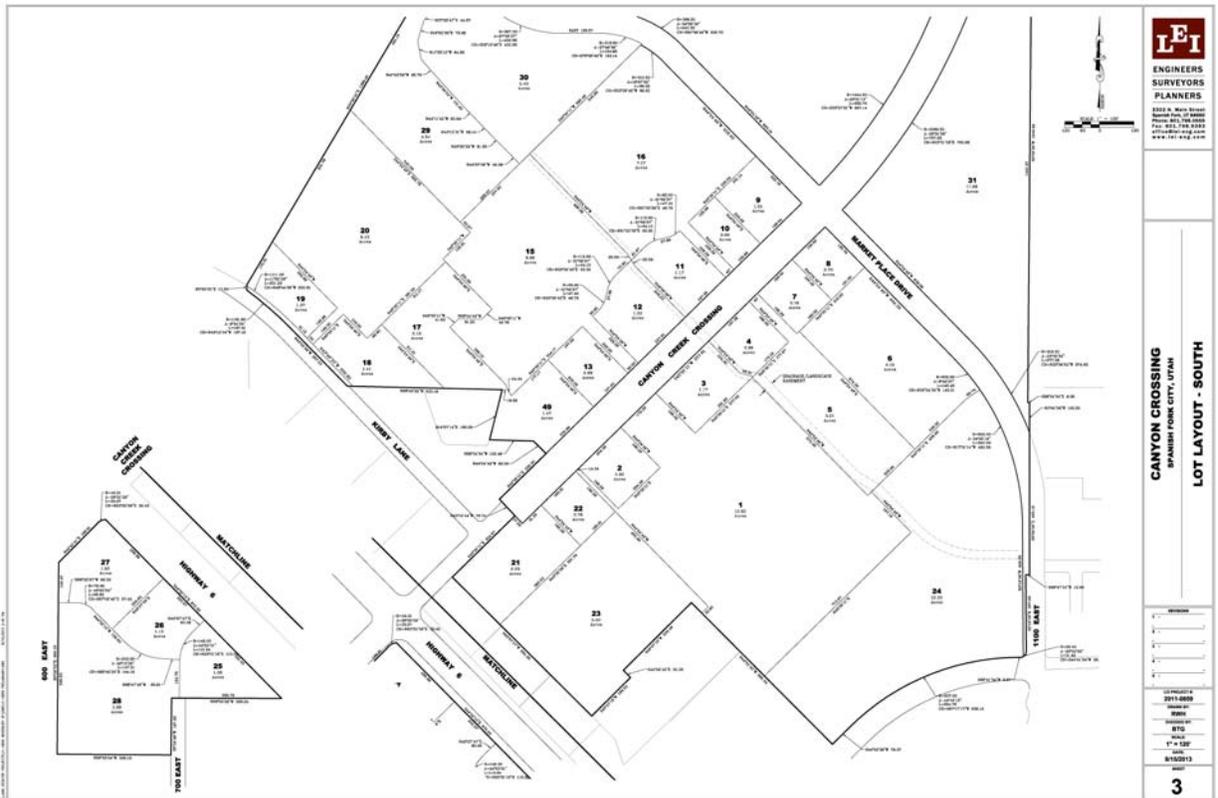
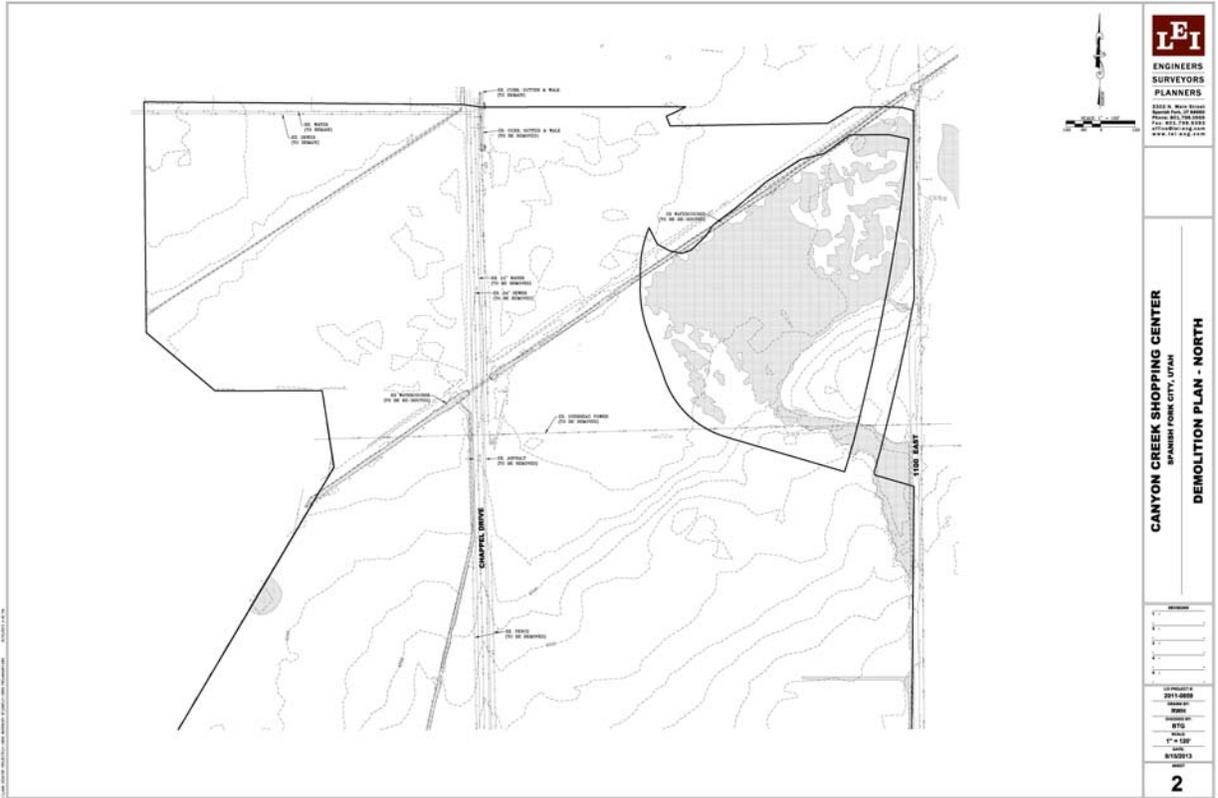
There is no anticipated budget impact with this proposed subdivision.

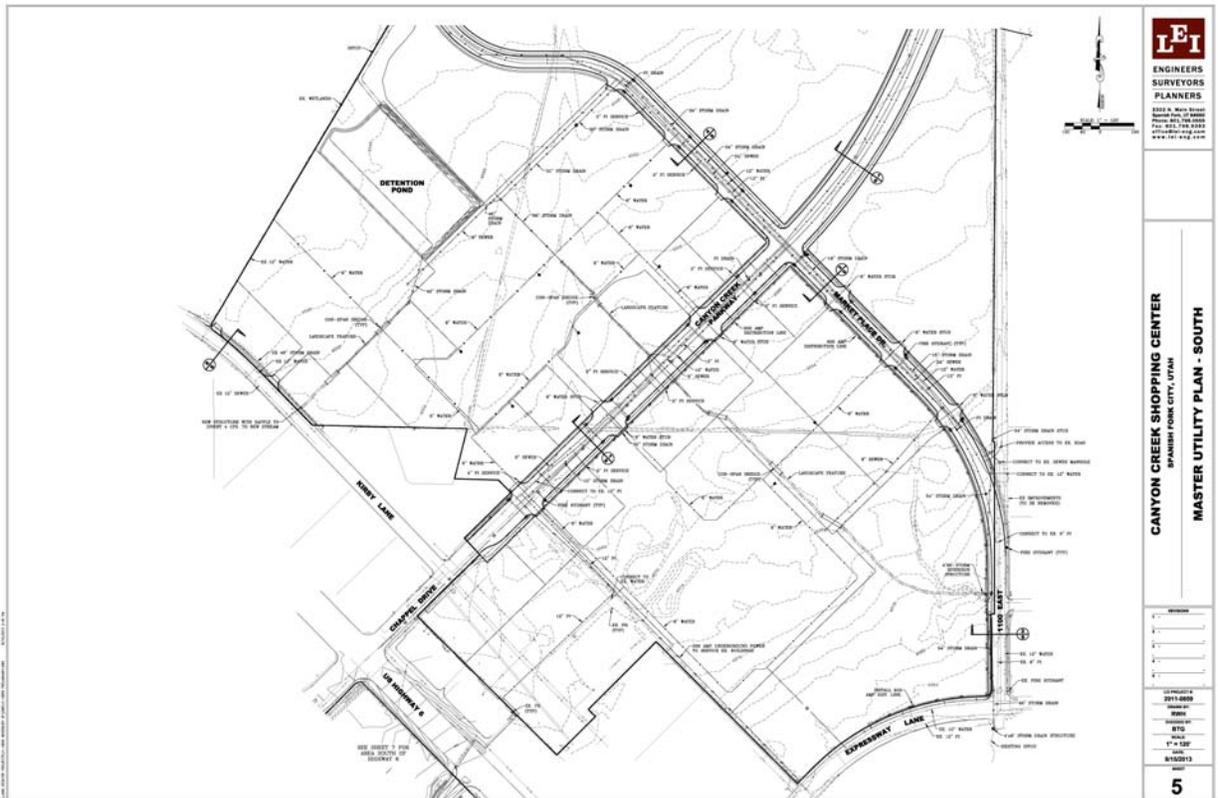
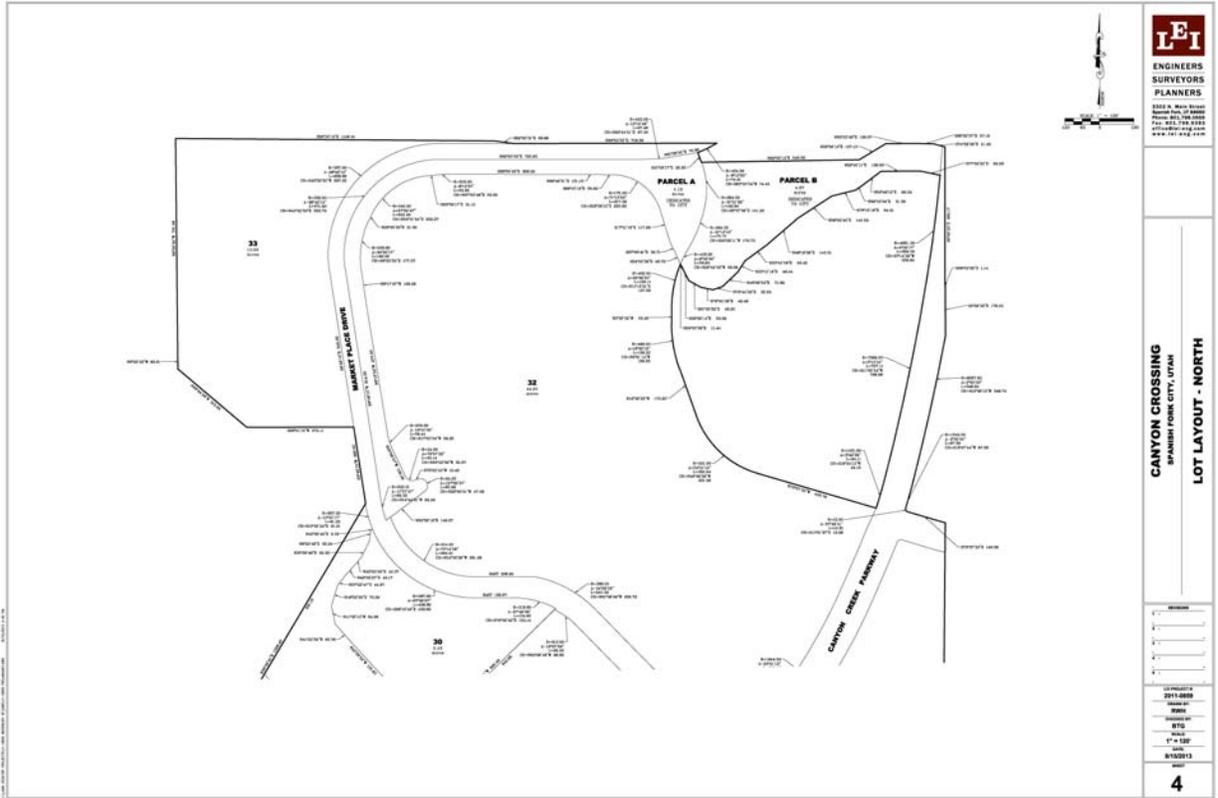
Recommendation

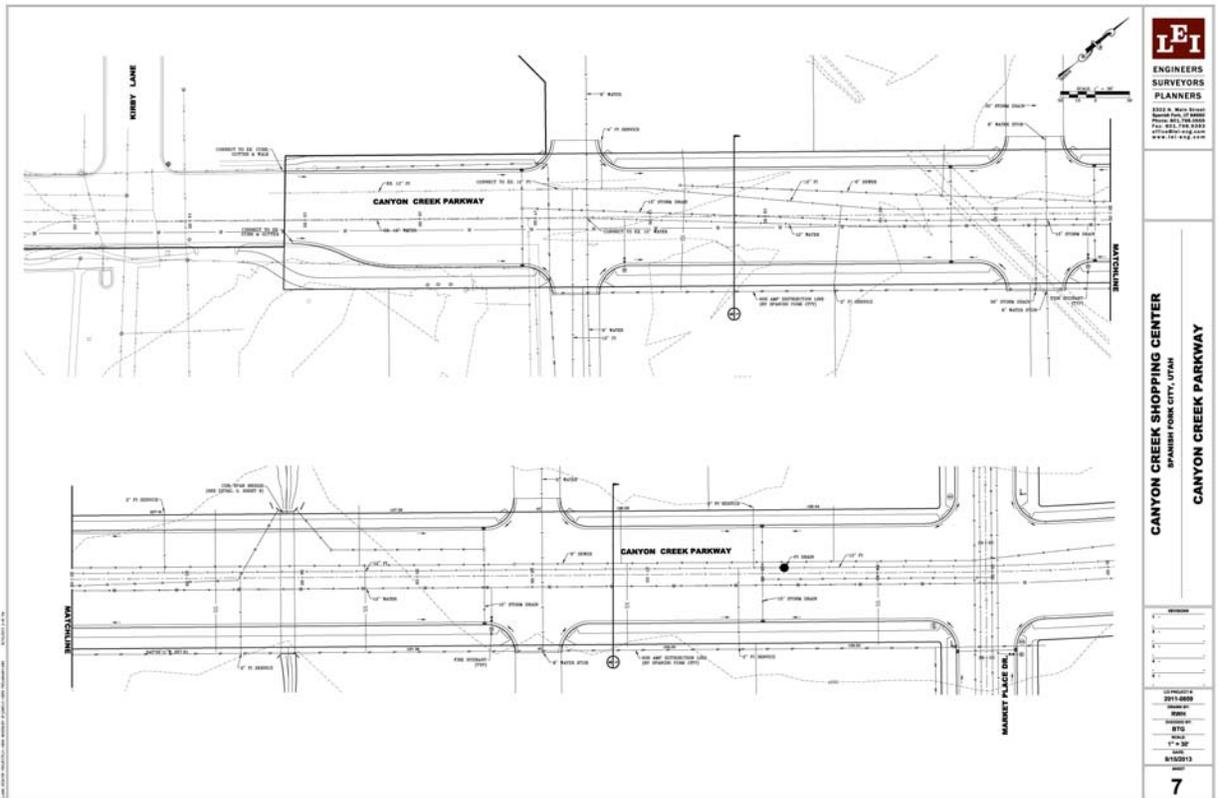
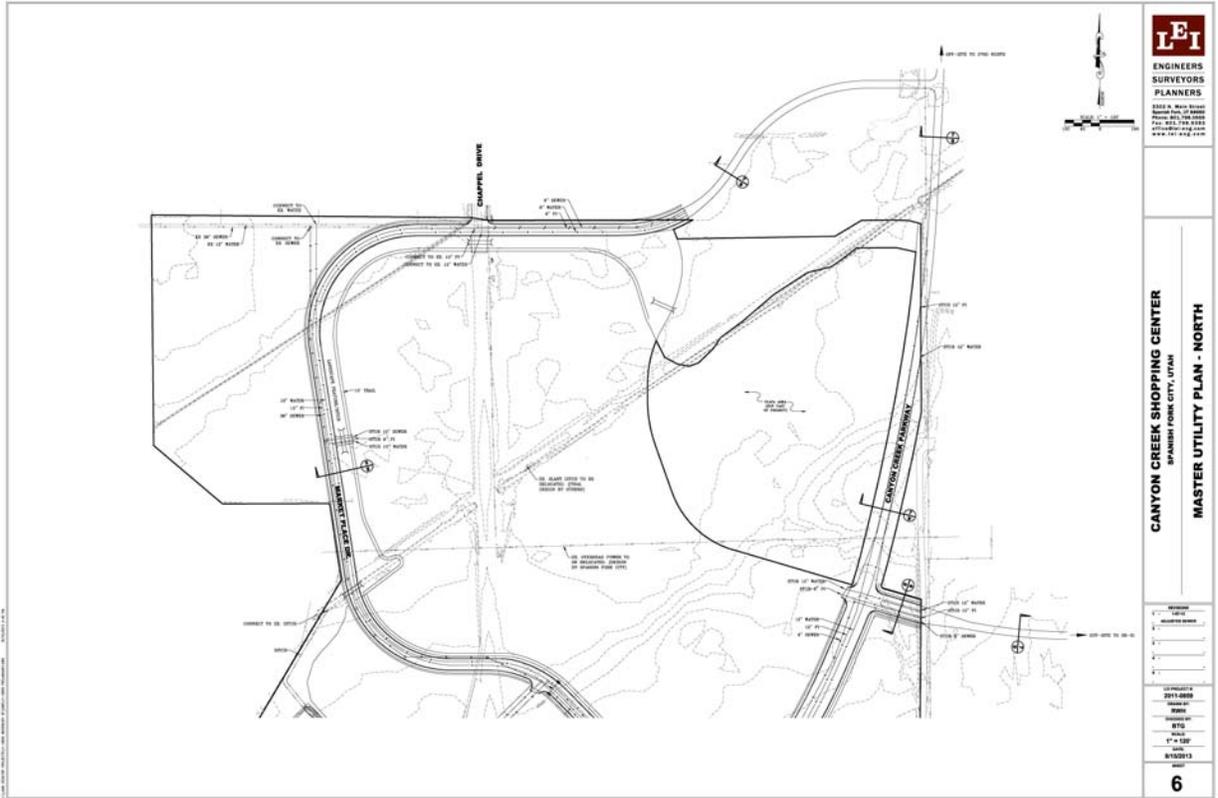
Staff recommends that the proposed Preliminary Plat be approved.

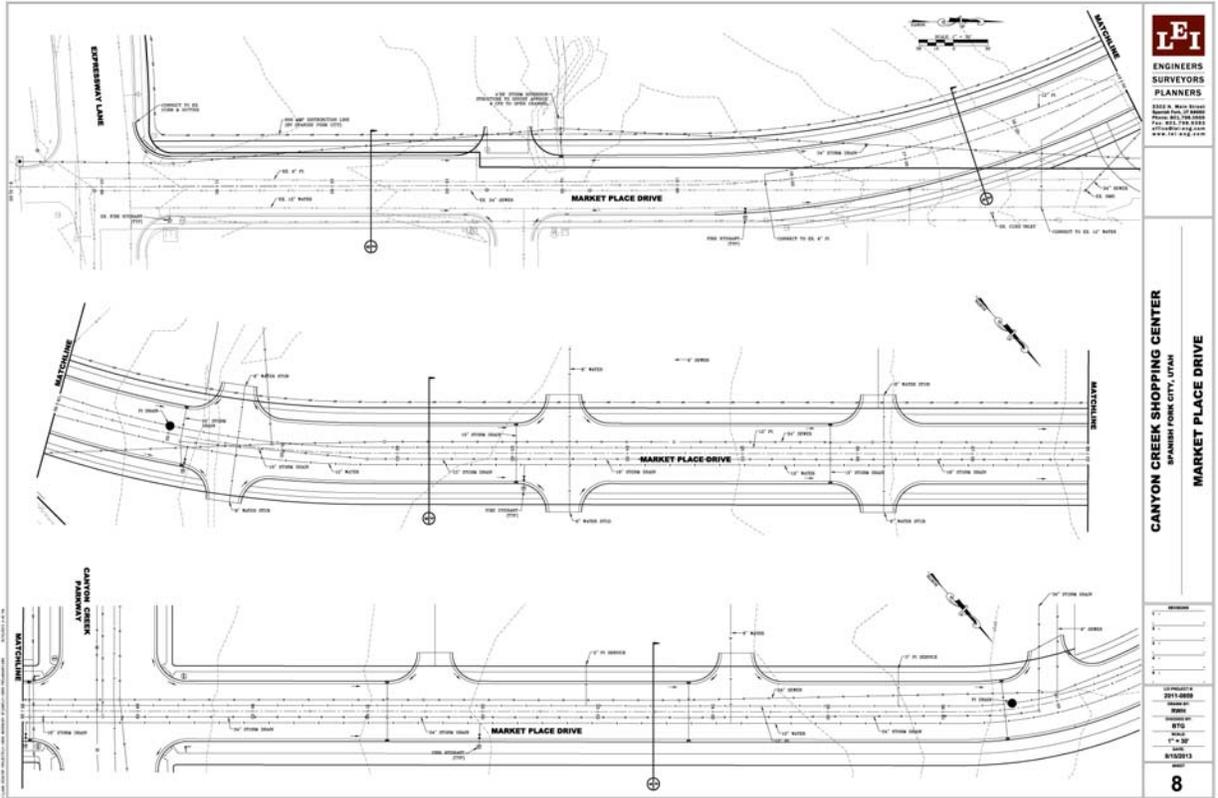


Canyon Creek Shopping Center Preliminary Plat





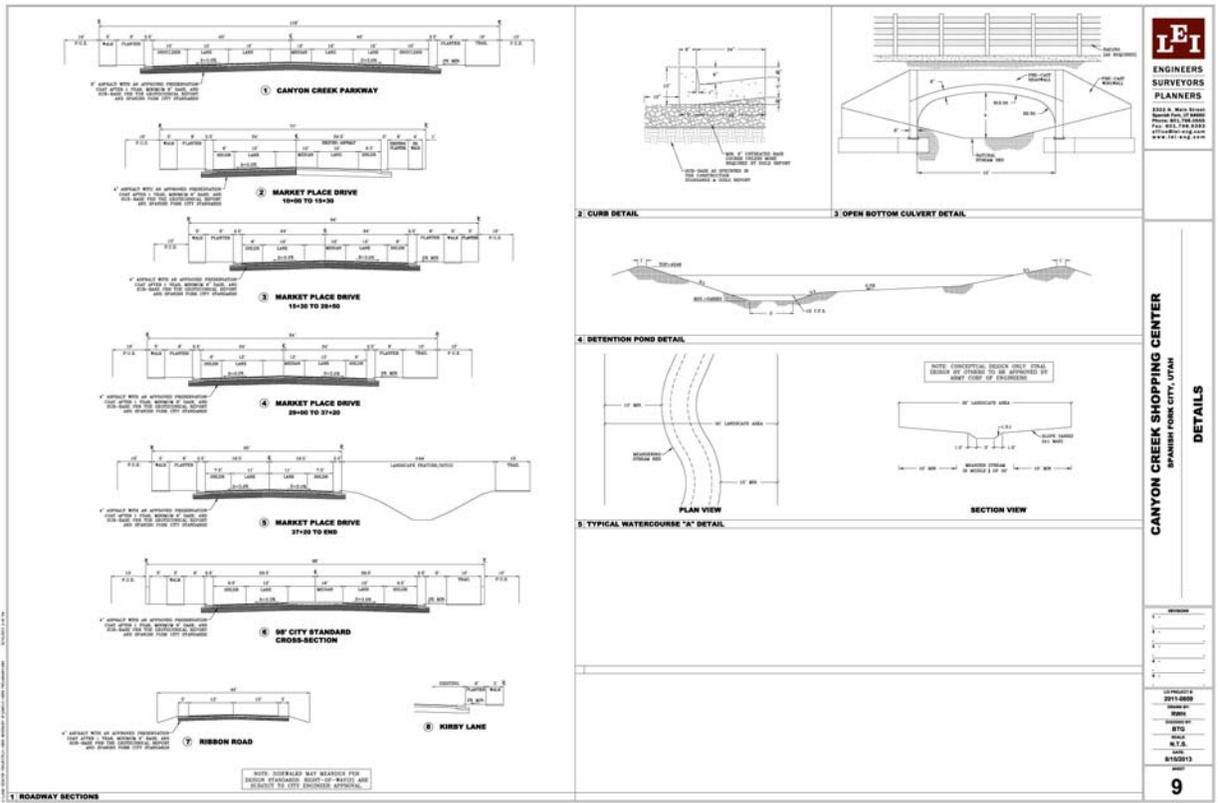




LEI
ENGINEERS
SURVEYORS
PLANNERS
 2022 N. Main Street
 Spanish Fork, UT 84602
 Phone: 801.748.4200
 Fax: 801.748.4200
 www.lei.org

CANYON CREEK SHOPPING CENTER
 SPANISH FORK CITY, UTAH
MARKET PLACE DRIVE

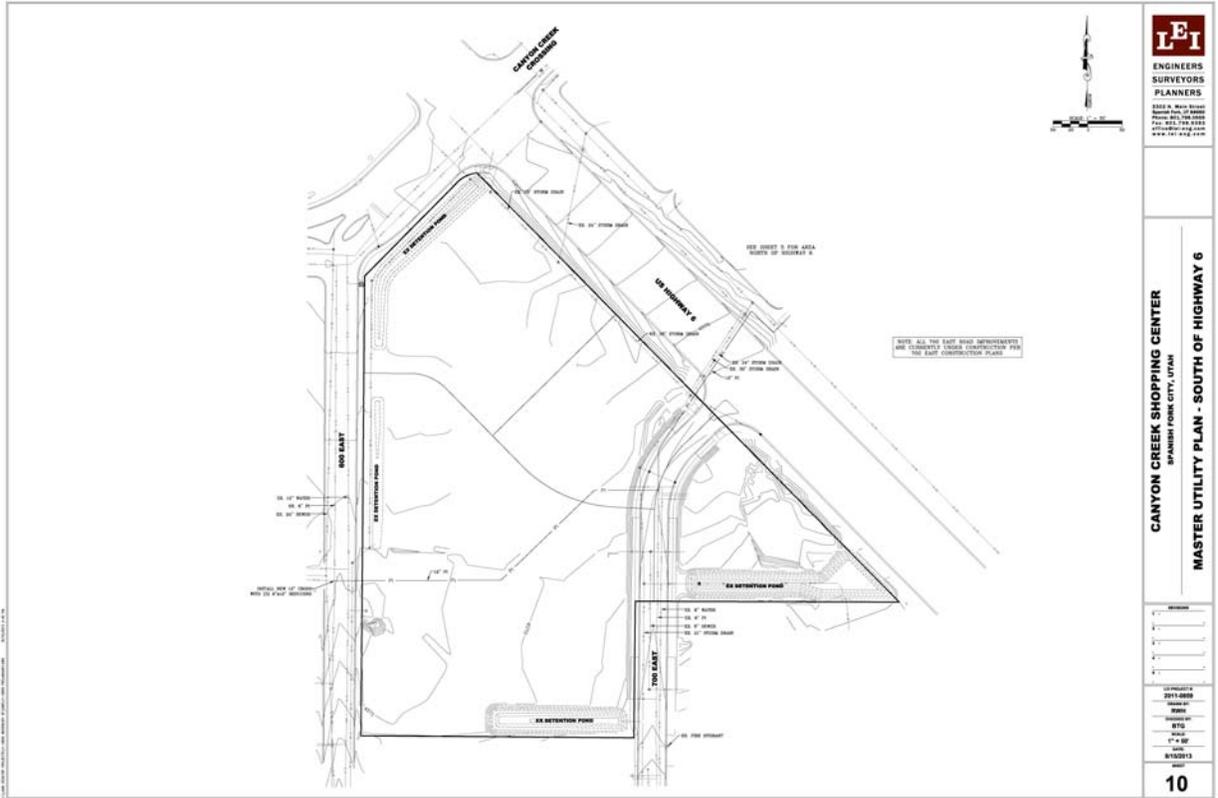
DATE	
PROJECT NO.	2011-0009
SCALE	AS SHOWN
DATE	8/10/2013
BY	BTG
CHECKED BY	W.S.L.
DATE	8/10/2013
NO.	8



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CANYON CREEK SHOPPING CENTER
 SPANISH FORK CITY, UTAH
DETAILS

DATE	
PROJECT NO.	2011-0009
SCALE	AS SHOWN
DATE	8/10/2013
BY	BTG
CHECKED BY	W.S.L.
DATE	8/10/2013
NO.	9





PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL NORTHGATE AMENDED PRELIMINARY PLAT

Agenda Date: September 3, 2013.

Staff Contacts: Dave Anderson, Community Development Director.

Reviewed By: Development Review Committee, Planning Commission.

Request: Amsource is proposing to have a subdivision plat modified to accommodate the redevelopment of an existing retail center.

Zoning: Commercial 2.

General Plan: Commercial.

Project Size: 8.37 acres.

Number of lots: 8.

Location: 1000 North Main Street.

Background Discussion

The proposed Preliminary Plat would help facilitate the redevelopment of a portion of the Northgate Shopping Center.

The Planning Commission recommended that this proposal be approved in their August 28 meeting. It is anticipated that draft minutes from that meeting will be available in your meeting.

Development Review Committee

The Development Review Committee reviewed this request in their August 21, 2013 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

Northgate

Applicant: Amsource
 General Plan: General Commercial
 Zoning: Commercial 2
 Location: 100 East 1000 North

Mr. Pierce explained that the applicant was still working through some details but that he was comfortable with them being reviewed with the Final Plat application.

Mr. Baker asked about the removal of a sewer or water line that runs underneath an existing building and the need for it to be removed. Mr. Pierce said that the applicant was aware of it and had it labeled to be removed.

Mr. Peterson explained that there is a transmission line running through the property and that there would need to be a clearance of 15 feet horizontally from any structure.

Mr. Baker **moved** to recommend to the Planning Commission **approval** of the Northgate Plat subject to the following conditions:

Conditions:



1. That they relocate the applicable utilities as identified with water, power and sewer.
2. That they meet the City's Construction Standards.
3. Show the trail connection on the north and west border down to 1000 North.

Mr. Peterson **seconded** and the motion **passed** all in favor.

Discussion was held regarding a trail connection.

Budgetary Impact

There is no anticipated budget impact with this proposed subdivision.

Recommendation

Staff recommends that the proposed Preliminary Plat be approved.





PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL SILVER SAGE BUSINESS PARK (CHRISONEY) PRELIMINARY PLAT

Agenda Date: September 3, 2013.

Staff Contacts: Dave Anderson, Community Development Director.

Reviewed By: Development Review Committee, Planning Commission.

Request: The applicant has proposed to modify an existing plat so as to reconfigure property lines.

Zoning: Industrial 1.

General Plan: Light Industrial.

Project Size: 4.77 approximately acres.

Number of lots: 4.

Location: Approximately 1900 North Chappel Drive.

Background Discussion

The proposed Preliminary Plat would modify the boundary line between two properties that are located in different subdivisions. The proposal would also adjust the boundary between two lots in the existing Silver Sage Business Park Plat.

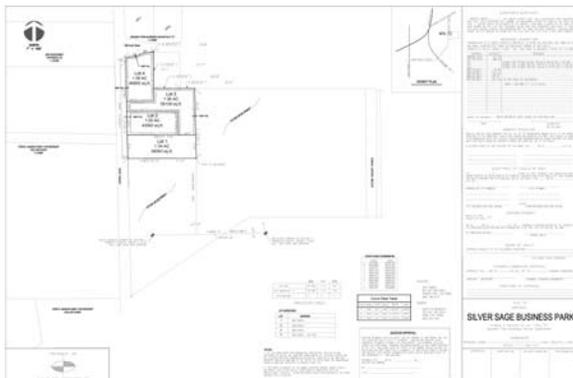
The Development Review Committee and Planning Commission both reviewed this proposal on August 28 and recommended that it be approved. It is anticipated that draft minutes from those meetings will be available in your meeting.

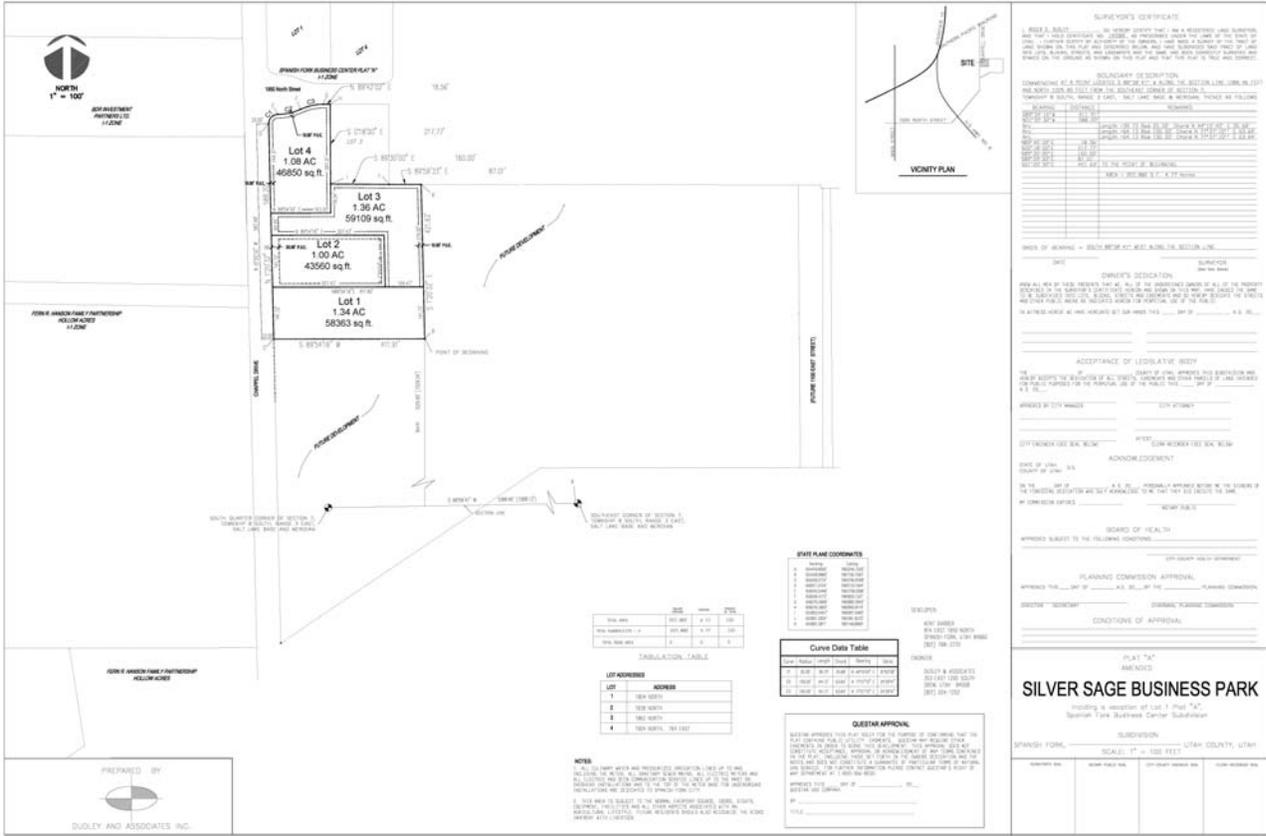
Budgetary Impact

There is no anticipated budget impact with this proposed subdivision.

Recommendation

Staff recommends that the proposed Preliminary Plat be approved.





SURVEYOR'S CERTIFICATE

I, **DAVID J. BART**, do hereby certify that I am a Registered Land Surveyor and that I have personally examined the original of the plat and the copy of the plat and believe the plat and copy are correct and true and that the same are based on the original as shown on this plat and that the plat is true and correct.

PLANNING COMMISSION APPROVAL

COMING AT A PUBLIC HEARING AND AT A PUBLIC HEARING, THE BOARD OF PLANNING HAS REVIEWED THE MATTER AND HAS ADVISED THAT THE MATTER IS IN ACCORDANCE WITH THE CITY CHARTER AND THE CITY CODE AND THAT THE MATTER IS IN ACCORDANCE WITH THE CITY CHARTER AND THE CITY CODE AND THAT THE MATTER IS IN ACCORDANCE WITH THE CITY CHARTER AND THE CITY CODE.

APPROVED BY CITY MANAGER: _____

APPROVED BY CITY COUNCIL: _____

APPROVED BY BOARD OF PLANNING: _____

APPROVED BY BOARD OF HEALTH: _____

APPROVED BY PLANNING COMMISSION: _____

APPROVED BY BOARD OF PLANNING: _____

APPROVED BY BOARD OF HEALTH: _____

APPROVED BY PLANNING COMMISSION: _____

APPROVED BY BOARD OF PLANNING: _____

APPROVED BY BOARD OF HEALTH: _____

APPROVED BY PLANNING COMMISSION: _____

STATE PLANE COORDINATES

POINT	NAD 83	UTM	ELEV
1	1000000.00	1000000.00	1000.00
2	1000000.00	1000000.00	1000.00
3	1000000.00	1000000.00	1000.00
4	1000000.00	1000000.00	1000.00

TABULATION TABLE

LOT	ADDRESS
1	100 N. 100th St.
2	100 N. 100th St.
3	100 N. 100th St.
4	100 N. 100th St.

Curve Data Table

Curve No.	Stationing	Radius	Delta	Chord	Offset
1	100+00.00	1000.00	90.00	141.42	100.00
2	100+00.00	1000.00	90.00	141.42	100.00
3	100+00.00	1000.00	90.00	141.42	100.00
4	100+00.00	1000.00	90.00	141.42	100.00

NOTE: THIS PLAN AND THE ORIGINAL RECORDS OF THE SURVEY ARE THE PROPERTY OF THE SURVEYOR AND SHALL REMAIN HIS PROPERTY. NO PART OF THIS PLAN OR RECORDS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

QUESTER APPROVAL

I, **DAVID J. BART**, do hereby certify that I am a Registered Land Surveyor and that I have personally examined the original of the plat and the copy of the plat and believe the plat and copy are correct and true and that the same are based on the original as shown on this plat and that the plat is true and correct.

APPROVED BY CITY MANAGER: _____

APPROVED BY CITY COUNCIL: _____

APPROVED BY BOARD OF PLANNING: _____

APPROVED BY BOARD OF HEALTH: _____

APPROVED BY PLANNING COMMISSION: _____

APPROVED BY BOARD OF PLANNING: _____

APPROVED BY BOARD OF HEALTH: _____

APPROVED BY PLANNING COMMISSION: _____

APPROVED BY BOARD OF PLANNING: _____

APPROVED BY BOARD OF HEALTH: _____

APPROVED BY PLANNING COMMISSION: _____

SILVER SAGE BUSINESS PARK

PLAT "A"

AMENDED

RECORDS & REVISIONS OF LOT 1, PLAT "A", SILVER SAGE BUSINESS PARK SUBDIVISION

SUBDIVISION

SCALE: 1" = 100 FEET

UTAH COUNTY, UTAH



Memo

To: Mayor and City Council
From: Chris Thompson P.E., Public Works Director/City Engineer
Date: August 29, 2013
Re: CDBG Grant Agreement for the 300 North 600 East to 1000 East Water and Sewer Project

Staff Report

Spanish Fork City has been awarded a \$250,000 grant to replace the sewer and water mains in 300 North from 600 East to 1000 East. This agreement is to receive this grant and commit to pay the balance of the cost of this project from city funds. The total project cost is estimated to be \$712,108.75 which would be paid for by approved city budgets. We recommend that the City Council approve this agreement.

Attached: agreement



SUBRECIPIENT AGREEMENT

Agreement No. 2013 -- _____

1. PARTIES: This agreement is among Utah County, referred to as the COUNTY, and the following SUB-RECIPIENT:

Organization: <u>Spanish Fork City</u>	Project Name: <u>300 N Sewer and</u>
Address: <u>40 S Main St</u>	<u>Water Project</u>
City, State, Zip: <u>Spanish Fork, UT 84660</u>	Grant #: <u>B-12-UC-49-0003</u>
Contact person: <u>Shawn Beecher</u>	CFDA #: <u>14.218</u>
Phone: <u>(801) 804-4571</u>	
Email: <u>sbeecher@spanishfork.org</u>	
Fax: <u>(801) 804-4571</u>	

2. AGREEMENT PERIOD: Commencing on _____ 2013 and terminating on December 31, 2014.

3. AGREEMENT COSTS: The Sub-recipient will be reimbursed a maximum of \$250,000.00 pursuant to the budget attached hereto as Attachment B.

4. ATTACHMENTS:

- Attachment A - Scope of Work, Project Timeline, and Staffing Plan
- Attachment B - Budget
- Attachment C- U.S. Department of Labor Wage Decision (if applicable)

**SUBRECIPIENT AGREEMENT FOR THE CONDUCT OF A
COMMUNITY DEVELOPMENT PROJECT OR PROJECTS**

**AGREEMENT BETWEEN
Utah County and the Sub-recipient**

THIS SUB-RECIPIENT AGREEMENT is entered into and shall be effective as of the ____ day of _____, 2013, by and between Utah County, a body corporate and politic of the State of Utah, (hereinafter the "COUNTY"), and Spanish Fork City (hereinafter the "SUB-RECIPIENT").

RECITALS

A. Utah County has entered into a grant agreement with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a Community Development Block Grant Program (the "CDBG Program") pursuant to Title I of the Housing and Community Development Act of 1974 (the "Act"), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant ("CDBG") programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, (the "Rules and Regulations");

B. As provided in the Rules and Regulations, the County is authorized to contract by sub-grant agreement with public entities or private non-profit entities for qualified activities and projects; and

C. Under this sub-grant agreement the Sub-recipient will be sub-recipient of CDBG program funds from Utah County under the County's Urban-County CDBG Program.

THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the County and the Sub-recipient agree as follows:

I. SCOPE OF SERVICE

A. Activities

The Sub-recipient will be responsible for administering a CDBG Year 2013 Utah County Community Development Block Grant Program in a manner satisfactory to the County and program administrator and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Please refer to the attached Scope of Work which includes a schedule of services delivered.

The Sub-recipient agrees to notify Utah County and the program administrator and receive the County's or program administrator's written approval, in amendment form, prior to implementing any change in program activities, budget, or design (as specified in the Attachments) or before changing principle location of service delivery as specified herein.

General Administration

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR §570.208.

The Sub-recipient certifies that the activities carried out under this Agreement will meet the "benefit low- and moderate income persons" CDBG National Objective in the following way(s):

Spanish Fork has surveyed the residents affected by this project. Of those persons there are 75 LMI persons benefitted by the project and 71.4% of total project beneficiaries that are LMI. The project has 29.5 % in the 81% AMI + Non-LMI, 33.3 % in the 51-80 % AMI Moderate Income; 22.9% in the 31-50 % AMI Low Income; and 14.3 % in the 0-30 % AMI Very Low Income.

C. Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabilitated, persons or households assisted, or meals served, and should also include time frames for performance. The Sub-recipient agrees to provide the levels of program services based on the schedule set forth in the attached Scope of Work document.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior consent of the County and/or program administrator. Please refer to the Staffing Plan attached which provides a list of staff and time commitments to be allocated to the activities specified in the Scope of Work.

E. Performance Monitoring

The County and program administrator will monitor the performance of the Sub-recipient against goals and performance standards as stated above. Substandard performance as determined by the County and program administrator will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the County and/or program administrator, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on the ____ day of _____, 2013 and end no later than on the 31st day of December, 2014. Services performed will follow the Project Timeline set forth in Attachment A. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the County remains in control of CDBG funds or other CDBG assets designated for this project including program income as outlined in 24 CFR §570.504.

III. BUDGET

The Sub-recipient shall attach a Budget as Attachment B detailing estimated expenses for the project.

Any indirect costs charged must be consistent with the conditions of Attachment B - Budget of this Agreement. In addition, the County or program administrator may require a more detailed budget breakdown than the one contained herein, and the Sub-recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County or program administrator and the Sub-recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed \$250,000.00. Draw-downs for the reimbursement of eligible incurred expenses shall be made against the line item budgets specified in Attachment B herein and in accordance with performance, availability of funds, and authorization by the County and program administrator. Expenses for general administration shall also be paid against the line item budgets specified in Attachment B and in accordance with performance.

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 24 CFR §84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Program administrator

Michelle Caldwell
Community and ED Program Manager
Mountainland Association of Governments
586 E. 800 N.
Orem, UT 84097
mcaldwell@mountainland.org
(801) 229-3833
Fax: (801) 229-3801

Sub-recipient

Contact person: _____
Title: _____
Organization: _____
Address: _____
City, State, Zip: _____
Email: _____
Phone: _____
Fax: _____

VI. SPECIAL CONDITIONS

Special Conditions, if any, will be included in attachment form.

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-recipient does not assume the recipient's environmental responsibilities described in 24 CFR §570.604 and (2) the Sub-recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County and program

administrator shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

The Sub-recipient shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind Utah County or Mountainland Association of Governments (MAG) to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the County or MAG, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Sub-recipient. The Sub-recipient shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the County for these contract services. Persons employed by the County or MAG and acting under the direction of the County or MAG shall not be deemed to be employees or agents of Sub-recipient.

C. Hold Harmless

The Sub-recipient shall hold harmless, defend, and indemnify the County and CDBG program administrator, (Mountainland Association of Governments,) from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of their employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub-recipient shall comply with the bonding and insurance requirements of 24 CFR §84.31 and §84.48, Bonding and Insurance, and shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.

F. Grantee Recognition

The Sub-recipient shall undertake efforts to ensure recognition of the role of the County in providing services through this Agreement. For example, activities, facilities and items utilized pursuant to this Agreement may be prominently labeled as their funding source. In addition, the Sub-recipient may include a reference to the support provided herein in publications made possible with funds made available under this Agreement.

G. Amendments

The County or Sub-recipient may amend this Agreement at any time provided that such amendment makes specific reference to this Agreement, and is executed in writing, signed by a duly authorized representative of each organization, and approved by the

County's governing body. Such amendment shall not invalidate this Agreement, nor relieve or release the County or Sub-recipient from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modification will be incorporated only by written amendment signed by both County and Sub-recipient.

This Agreement may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this Agreement. No claim for services furnished by the Sub-recipient, not specifically authorized by this Agreement will be allowed by the County. Automatic renewals will not apply to this contract.

H. Suspension or Termination

In accordance with 24 CFR §85.43, the County may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include but are not limited to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Sub-recipient to the County reports that are incorrect or incomplete in any material respect.

Utah County and/or the program administrator will issue a written notice of default providing a ten (10) day period in which Sub-recipient will have an opportunity to cure. Time allowed for cure will not diminish nor eliminate Sub-recipient's liability for damages. If the default remains after Sub-recipient has been provided the opportunity to cure, the County and/or the program administrator may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related agreements or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the Agreement; 4. Suspend Sub-recipient from receiving future solicitations.

In accordance with 24 CFR §85.44, this Agreement may also be terminated for convenience by either the County or the Sub-recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award will not

accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 24 CFR §84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," A-21, "Cost Principles for Educational Institutions," or OMB Circular A-87, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as applicable.

These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR §570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to determine the eligibility of project beneficiaries including approved methods of income verification and residency at the time service
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

- g. Financial records as required by 24 CFR §570.502, and 24 CFR §84.21–28; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Record Retention and Availability

The Sub-recipient shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the Sub-recipient pursuant to this Agreement. These records shall be retained by the Sub-recipient for at least four (4) years after the Agreement terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Sub-recipient agrees to allow Utah County, Mountainland Association of Governments, and Federal auditors and staff, access to all the records related to this Agreement for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not be limited to: client name, address, income level, residency, and/or other basis for determining eligibility, and description of service provided. Such information shall be made available to HUD, the Grantee, and/or CDBG program administrator monitors or their designees for review upon request.

4. Disclosure

The Sub-recipient acknowledges that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-recipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable) to the County, and

determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

6. Audits and Inspections

All Sub-recipient's records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, (HUD,) grant program administrator, (MAG,) and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Sub-recipient audits and OMB Circular A-133.

In accordance with OMB Circular A-133, *Audits of State, Local Governments and Non-Profit Organizations*, state and local governments or non-profit organizations that expend \$500,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed. Determining the amount of federal funds received shall be based on actual cash spent, not notice of an award or execution of this or any other contracts. Recipients that expend less than the federal assistance threshold are exempt from the Single Audit requirement. All Sub-recipient's, regardless of Single Audit eligibility, will make all pertinent financial records available for review, monitoring or audit, in a timely manner to appropriate officials of the federal granting agency, Utah County, Mountainland Association of Governments, any pass-thru entity and/or the General Accounting Office. Likewise, recipients may be asked to confirm in writing that their expenditure of federal funds did not exceed the designated threshold in the appropriate fiscal year. The Sub-recipient's most recent audit shall be completed and submitted to the County and/or program administrator in a timely manner upon completion of the CDBG project.

A. Reporting and Payment Procedures

The Sub-recipient shall report at least quarterly all expenses incurred and associated project activities carried out with CDBG and non-CDBG funds. The Sub-recipient shall follow the reimbursement request process as set forth by the County and CDBG program administrator. Reimbursements are subject to the following but not limited to: eligibility of expenses, proper reporting and expense documentation, availability of funds, and authorization by the County and CDBG program administrator.

a. Payment Withholding

The Sub-recipient agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of the County or program administrator, Sub-recipient record keeping practices and/or reporting to the County or program administrator are not conducted in a timely and satisfactory manner, the County or program administrator may withhold part or all of the payments under this Agreement until such time as in the opinion of the County and/or program administrator such deficiencies have been remedied. In the event of payment(s) being withheld, the County or program administrator agrees to notify the Sub-recipient in writing immediately upon denial of payment of the reasons for the denial and of the actions that the Sub-recipient will need to take to bring about the release of withheld payments.

In addition to the possible denial of payment noted above, the Sub-recipient agrees that, upon execution of this Agreement, the County will retain the final 10 percent of the total amount specified herein until the program administrator and/or County have conducted a monitoring interview. This interview will be to document appropriate expenditure of the 90 percent of the contract funds received.

If any areas of non-compliance with CDBG regulations requiring correction on the part of the contractor are noted, the County and/or program administrator reserve the right to refuse the request for final fund draw-down until satisfactory evidence of compliance has been submitted.

b. Ineligible Expenses

Sub-recipient expenditures under this Agreement determined to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Agreement, because they are not eligible under CDBG regulations, or that are inadequately documented, and for which payment has been made to the Sub-recipient will be immediately refunded to the County by the Sub-recipient. The Sub-recipient further agrees that the County shall have the right to withhold any or all subsequent payments under this or other Agreements to the Sub-recipient until the recoupment of overpayments or ineligible payments is made.

c. Non-Appropriation of Funds

The Sub-recipient acknowledges that neither Utah County nor Mountainland Association of Governments can contract for the payment of funds not yet appropriated by the U.S. Department of Housing and

Urban Development. If funding to Utah County is reduced due by Congressional order, or if federal funding is not provided, the County may terminate this Agreement or proportionately reduce the services and purchase obligations and the amount due from the County upon 30 days written notice. In the case that funds are not appropriated or are reduced, the County will reimburse the Sub-recipient for products delivered or services performed through the date of cancellation or reduction, and neither Utah County nor Mountainland Association of Governments will be liable for any future commitments, penalties, or liquidated damages.

d. Unused Funds

Any funds authorized by the Utah County CDBG Program that are not used in the completion of the Scope of Work- Attachment A are not eligible for reimbursement.

e. Public Information

Except as identified in writing and expressly approved by Utah County and Mountainland Association of Governments, the Sub-recipient agrees that the Agreement and related Sales Orders, Invoices, and other expense documentation will be public documents, and may be available for distribution. The Sub-recipient gives the County and Mountainland Association of Governments express permission to make copies of the Agreement, the response to the solicitation, and related Sales Orders, Invoices, and other expense documentation in accordance with the State of Utah Government Records Access and Management Act.

1. Program Income

The Sub-recipient shall report at least quarterly all program income (as defined at 24 CFR §570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR §570.504. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of

administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

3. Payment Procedures

The County will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and County policy concerning payments. Payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Sub-recipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Sub-recipient.

4. Progress Reports

The Sub-recipient shall submit no less than one Progress Report to the County and/or program administrator in the form, content, and frequency as required by the County.

Utah County and the program administrator will closely monitor the Sub-recipient's progress according to milestones outlined in Attachments A and B, and in accordance with the Agreement deadline. If the Sub-recipient fails to meet these milestones, Utah County and/or the program administrator may invoke the right to terminate the Agreement on the basis that it cannot be completed within the Agreement time limits. Utah County and/or the program administrator must give the Sub-recipient a 45-day notice of termination, and if the Sub-recipient can meet the deadlines then the termination will be canceled and the project may proceed. The Sub-recipient may appeal termination notices. Appeals must be made in writing within 10 days following the receipt of the notice of termination. The Utah County CDBG Area Review Committee will arbitrate in appeals cases. The Sub-recipient does not need to be in attendance at the appeals meeting, and decisions can be made based on telephone communication, faxes, and E-Mail. Non-construction projects may be extended on a case-by-case basis by the County and/or program administrator based on need, the application of written criteria, and approval or consent from the Utah County CDBG Area Review Committee.

B. Procurement

1. Compliance

The Sub-recipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income,

property, equipment, etc.) shall revert to the County upon termination of this Agreement.

The Sub-recipient understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Utah County or Mountainland Association of Governments is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the County or Mountainland Association of Governments, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR §84.40–48.

3. Travel

The Sub-recipient shall obtain written approval from the County and/or program administrator for any travel outside Utah County, Utah for which they will request to be reimbursed.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR §570.502, §570.503, and §570.504, as applicable, which include but are not limited to the following:

1. The Sub-recipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR §570.208 until five (5) years after expiration of this Agreement. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-recipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program

income to the County. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment is acquired, in whole or in part, with funds under this Agreement and is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-recipient for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR §570.606(b); (b) the requirements of 24 CFR §570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and (c) the requirements in 24 CFR §570.606(d) governing optional relocation policies.

The Sub-recipient shall provide relocation assistance to displaced persons as defined by 24 CFR §570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub-recipient also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

The Sub-recipient certifies that all real property acquired and all displacements of persons resulting from the proposed CDBG project will be carried out under the provisions of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 as amended by the Uniform Relocation Act Amendments of 1987 Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987. The Sub-recipient further certifies that all displacements of persons resulting from the proposed CDBG project will be carried out in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and in conformance with the Residential Anti-displacement and Relocation Assistance Plan and Certification adopted by the Board of County Commissioners, Utah County, Utah on April 9, 1996.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Sub-recipient agrees to abide by the provisions of the following:

- (1) Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 as amended (42 USC 2000e) which prohibits discrimination against any employee, applicant for employment, or applicant or recipient of services, on the basis of race, religion, color, or national origin
- (2) Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended
- (3) Architectural Barriers Act of 1968 as amended (42 USC 4151)
- (4) Section 504 of the Rehabilitation Act of 1973 as amended (28 USC 792, 794) which prohibits discrimination against the individuals with disabilities or handicaps in any Federally-assisted program
- (5) Americans with Disabilities Act of 1991 which prohibits discrimination on the basis of disabilities
- (6) Age Discrimination Act of 1975 (45 CFR 90) which prohibits discrimination on the basis of age
- (7) Executive Order 11063
- (8) Executive Order 11246 (41 CFR 60-1.4(b)) as amended by Executive Orders 11375, 11478, 12107 and 12086
- (9) Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

The Sub-recipient further certifies that it will affirmatively further fair housing.

2. Excessive Force

The Sub-recipient certifies that it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act.)

3. Drug-Free Workplace

Pursuant to the Drug-Free Workplace Act of 1988, 42 USC §701, the Sub-recipient certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 24 CFR part 24, subpart F.

4. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR §570.601 and §570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be

erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees to be committed to carrying out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(3) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(4) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies

invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230)

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632). "Minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub-recipient or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the County, Mountainland Association of Governments, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that they are Equal Opportunity or Affirmative Action employers.

6. Subcontract Provisions

The Sub-recipient will include all the provisions of Section X of this Agreement in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to abide by provisions of:

(1) the Davis-Bacon Act as amended and shall compile evidence certifying that all laborers and mechanics employed by Sub-recipient or subcontractors on construction work assisted under this agreement are paid wages at rates not less than those prevailing on similar construction in the locality as determined by the U.S. Department of Labor,

(2) the Copeland "Anti-Kickback Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5 requiring weekly payment of employees and weekly submission of payroll records by the Sub-recipient to the contracting agency,

(3) the Contract Work Hours and Safety Standard Act (40 U.S.C. 327 *et seq.*) requiring that workers received "overtime" compensation at a rate of 1 ½ times their regular hourly wage after having worked more than 40 hours in one week; and

(4) all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

The Sub-recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available in a timely manner to the County, program administrator, or U.S. Department of Housing and Urban Development for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Sub-recipients and their sub-contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipients of their obligation, if any, to require payment of the higher wage. The Sub-recipients shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this contract and binding upon the County, the Sub-recipient and any of the Sub-recipient’s sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the County, the Sub-recipient and any of the Sub-recipient’s sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Sub-recipient further agrees to ensure that in the following circumstances, opportunities are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located, and that where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs: opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project.

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

The Sub-recipient certifies and agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135, if the minimum thresholds for Section 3 covered housing and community development assistance are met.

b. Subcontracts

The Sub-recipient will include the aforementioned "Section 3" Clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has affirmed its ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Sub-recipient shall neither assign nor transfer any interest in this Agreement without the prior written consent of the County thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

2. Debarment

The Sub-recipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Sub-recipient cannot certify this statement, attach a written explanation for review by Utah County and/or the program administrator. The Sub-recipient must notify the County and program administrator within 30 days if debarred by any governmental entity during the Agreement period.

3. Warranty

The Sub-recipient warrants that (a) all services shall be performed in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; and (b) all goods or products furnished

pursuant to this Agreement shall be free from defects and shall conform to contract requirements. For any item that the County and/or program administrator determine do not conform with the warranty, the County or program administrator may arrange to have the item repaired or replaced, or services redone as needed, either by the Sub-recipient or by a third party at the County's or program administrator's option, at the Sub-recipient's expense.

4. Subcontracts

a. Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the County and/or program administrator prior to the execution of such agreement.

Subcontract arrangements must be executed in writing and obtain written consent in advance by Utah County and/or the program administrator. The Sub-recipient is responsible for managing the operations of any subcontracted activities. The Sub-recipient must monitor subcontracted activities to ensure compliance with the provisions of the subcontract agreement, with this Agreement, and with applicable Federal, State, and local requirements and performance objectives.

b. Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. These reports will be maintained to the satisfaction of and made available to the County, program administrator, or U.S. Department of Housing and Urban Development in a timely manner upon request.

c. Content

The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements or upon another basis as approved by the County and/or program administrator and properly documented. Executed copies of all

subcontracts shall be forwarded to the program administrator along with documentation concerning the selection process.

5. Hatch Act

The Sub-recipients agree that no funds provided nor personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the USC.

6. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 24 CFR §84.42 and §570.611, which include (but are not limited to) the following:

- a. The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of a Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter unless approved by a majority of the Utah County CDBG Area Review Committee in such rare cases as might be necessary. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Sub-recipient, or any designated public agency.

7. Lobbying

The Sub-recipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. Copyright

If this contract results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

9. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR §570.200(j) such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

The Sub-recipient agrees to abide by provisions of the National Environmental Policy Act of 1969 and other provisions of law which further the purposes of such Act as required by Title 1 of the Housing and Community Development Act of 1974 as amended and in compliance with the Environmental Review Procedures of the Community Development Block Grant Program at 24 CFR Part 58 and any subsequent regulations issued by the U.S. Department of Housing and Urban Development implementing the Housing and Community Development Amendments of 1981.

No project or any activities associated therewith can be initiated prior to the Environmental Release of Funds including but not limited to: bidding, acquisition, site clearance, demolition, or any other activity that could be construed as “choice limiting.” If expenses are incurred for a project prior to the Environmental Release of Funds they will not be reimbursed and it is considered grounds for termination of the Agreement.

Payment of this Agreement is conditioned upon the Sub-recipient’s:

- Submission of an appropriate environmental review that demonstrates the required compliance with the National Environmental Policy Act (NEPA) prior to any obligation or commitment of funds.
- Submission of acceptable documentation specifying the definite commitment of all additional funds necessary for completion of this project as detailed in the Budget, Attachment B and application.
- Submission of satisfactory evidence to the County and program administrator that a contract has been signed to perform the work required.
- Verification that the project is in compliance with the most recent version of the Utah County CDBG Consolidated Plan.

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

Plans for culinary water projects and/or waste water treatment plants shall be sent to the Utah, Department of Environmental Quality (DEQ). Approval or concurrence from the DEQ is required prior to completing the Environmental Review as part of the National Environmental Policy Act.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the Utah State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. CONFLICT OF TERMS

All Terms and Conditions that apply must be in writing and attached to this Agreement, and no other Terms and Conditions will apply to this Agreement.

XV. FORCE MAJURE

Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The County and/or program administrator may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

XVI. AGREEMENT JURISDICTION, CHOICE OF LAW, AND VENUE

The provisions of this Agreement shall be governed by the laws of the State of Utah. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Utah County, Utah, in the Fourth Judicial District Court for Utah County or other venue as agreed upon in writing by the parties involved.

XVII. WAIVER

The County's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the County, program administrator, U.S. Department of Housing and Urban Development, or Department of Labor to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between or among the County, program administrator, and Sub-recipient with respect to this Agreement.

ATTACHMENTS:

A- Scope of Work, Project Timeline, and Staffing Plan

B- Budget

C- U.S. Department of Labor Wage Decision (if applicable)

D- _____

E- _____

F- _____

G- _____

H- _____

Date: _____

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date written above.

By: _____ and By: _____
COMMISSIONER, BOARD OF COMMISSIONERS, SUB-RECIPIENT PROJECT MANAGER
UTAH COUNTY, UTAH

Attest: _____
UTAH COUNTY CLERK

By: _____
SUB-RECIPIENT FINANCE OFFICER

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

SUB-RECIPIENT Fed. I. D. # _____

UTAH COUNTY ATTORNEY

CONTRACT COMPLIANCE SUPERVISOR



Attachment A – Scope of Work, Project Timeline, and Staffing Plan

(Spanish Fork 300 N Sewer and Waterline CDBG Project 2013)

Scope of Work: Replace water and sewer lines along 300 N between 600 E to 1000 E.

Project Timeline:

- Mid February (Approximately February 15th 2014) - Bid out the project
- Late February 2014 (Possibly a week later) – Award the Contract
- 1st or 2nd Week of March 2014 – Start Construction
- End of May 2014 – Complete Construction

Staffing Plan – This project will be constructed by a private contractor with Lua Saluone as the project manager.



Attachment B - Budget

SPANISH FORK CITY

300 North Sewer and Waterline 2013 (CDBG)

January 16, 2013

Engineers Estimate

Item No	DESCRIPTION	QTY	UNIT	UNIT PRICE (MATERIAL & LABOR)	TOTAL
1	Mobilization	1	LS	\$25,000.00	\$25,000.00
2	8" C-900 Waterline w/ Trench Patch	2475	LF	\$75.00	\$185,625.00
3	8" Water Valve	18	EA	\$2,000.00	\$36,000.00
4	12" Butterfly Valve	2	EA	\$2,400.00	\$4,800.00
5	1" Water Service	32	EA	\$2,000.00	\$64,000.00
6	Remove, Abandon, and Dispose of Existing FH	2	EA	\$700.00	\$1,400.00
7	FH Assembly	2	EA	\$5,500.00	\$11,000.00
8	48" Sanitary Sewer Manhole	8	LF	\$4,500.00	\$36,000.00
9	8" Sanitary Sewer Main w/ Trench Patch	1800	EA	\$85.00	\$153,000.00
10	Sewer Lateral w/ Trench Patch	32	EA	\$3,200.00	\$102,400.00
Total					\$619,225.00
15% Contingency					\$92,883.75
GRAND TOTAL:				\$712,108.75	

General Decision Number: UT130030 03/15/2013 UT30

Superseded General Decision Number: UT20120030

State: Utah

Construction Type: Heavy

County: Utah County in Utah.

Including Water and Sewer line and Natural Gas Pipeline Construction

Modification Number	Publication Date
0	01/04/2013
1	02/15/2013
2	03/15/2013

* ENGI0003-021 07/01/2012

	Rates	Fringes
OPERATOR: Power Equipment		
(2a)Blade/Grader.....	\$ 25.89	15.05
(3) Front End Loader (Over 5 cu. yds.).....	\$ 25.37	15.05
(4) Asphalt Paver, Front End Loader (2 to 5 cu. yds.), Oil Distributor, Scraper.....	\$ 24.37	15.05
(5) Asphalt Roller, Bobcat/Skid loader, Front End Loader (Under 2 cu. yds.).....	\$ 23.37	15.05
(6) Screed.....	\$ 22.41	15.05
(7) Roller(Dirt and Grade Compaction).....	\$ 21.50	15.05

ENGI0003-057 02/01/2013

Natural Gas Pipeline Construction Only

	Rates	Fringes
OPERATOR: Power Equipment		
Backhoe/Excavator/Trackhoe, Boom, Bulldozer, Front End Loader(3 yds. and over) Mechanic.....	\$ 35.68	16.97
Front End Loader (Under 3 Yds.).....	\$ 29.69	14.49
Oiler.....	\$ 22.03	11.28

* ENGI0003-066 07/01/2012

Excluding Natural Gas Pipeline Construction

	Rates	Fringes
OPERATOR: Power Equipment		
(1) Mechanic.....	\$ 27.55	15.05
(3) Backhoe/Excavator.....	\$ 25.37	15.05
(4) Bulldozer.....	\$ 24.37	15.05
(5) Oiler.....	\$ 23.37	15.05

IRON0027-002 06/30/2012

	Rates	Fringes
IRONWORKER (Ornamental, Structural).....	\$ 26.18	15.60

IRON0847-001 01/01/2010

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 26.61	11.60

LABO0295-022 11/01/2010

Natural Gas Pipeline Construction Only

	Rates	Fringes
LABORER Common or General, Flagger and Pipelayer.....	\$ 20.09	6.00
Formworker.....	\$ 18.61	4.94

LABO0295-039 07/01/2008

	Rates	Fringes
LABORER (1) Common or General and Flagger-Excluding Natural Gas Pipeline.....	\$ 19.69	5.40
(3) Mason Tender (Cement/Concrete), Hand Held Saw, Jackhammer, Power Saw.....	\$ 19.95	5.40
(5) Hand Held Drill.....	\$ 20.75	5.40

SUUT2008-042 08/19/2008

	Rates	Fringes
CARPENTER, Includes Form Work (Excludes Natural Gas Pipeline Construction Form Work).....	\$ 12.21	0.45

CEMENT MASON/CONCRETE FINISHER...	\$ 16.42	2.85
ELECTRICIAN.....	\$ 23.74	7.64
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer (Excluding Natural Gas Pipeline Construction).....	\$ 14.02	0.00
OPERATOR: Crane.....	\$ 28.97	9.40
OPERATOR: Trackhoe (Excluding Natural Gas Pipeline and Water/Sewer Line Construction).....	\$ 19.98	0.00
WATER & SEWER LINES: Operator - Backhoe/Trackhoe.....	\$ 17.41	5.28

* TEAM0222-001 02/01/2013

NATURAL GAS PIPELINE CONSTRUCTION ONLY

	Rates	Fringes
TRUCK DRIVER		
Group 1:		
Articulated End Dump, Low Boy, Rollagon or Similar type Equipment, Truck Mechanic.....	\$ 30.02	11.18
Group 2:		
A-Frame, Challenger(For transportation purposes), Forklift, Fuel Truck, Gin Pole, Rubber-Tired Tractor, Tandem Float (4 & 5 Axle), Track Truck/All-Track Dumper Equipment, Vacuum Truck, Winch Truck.....	\$ 29.49	11.18
Group 3:		
Ambulance , Bus, Dump Truck (2 and 3 axle), Flatbed Truck (2 and 3 axle), Grease Truck, Hot Pass Truck (3 axle), Jeep, Pick-up, Single Axle Float (3 axle), Skid Truck (2 and 3 axle), Station Wagon, Stringer Bead & Hot Pass (2 axle), Swamp Buggy/ Marsh Buggy, or similar type equipment, Team Driver, Water Truck (2 and 3 axle).\$	29.17	11.18

Premium Pay:

Add \$2.25 to the above Rate for the following classifications

Group 1: Low Boy and Truck Mechanic

Group 2: Stringer Truck

TEAM0222-021 07/01/2012

EXCLUDING NATURAL GAS PIPELINE CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER (Articulated).....	\$ 21.18	10.93
TRUCK DRIVER (Concrete Pumping).....	\$ 18.84	10.93
TRUCK DRIVER (Dump Truck, Bottom-end or side)		
Less than 8 cu. yds.....	\$ 18.61	10.93
8 cu. yds. to less than 14 cu. yds.....	\$ 18.76	10.93
14 cu. yds. to less than 35 cu. yds.....	\$ 18.91	10.93
35 cu. yds. to less than 55 cu. yds.....	\$ 19.11	10.93
55 cu. yds. to less than 75 cu. yds.....	\$ 19.31	10.93
75 cu. yds. to less than 95 cu. yds.....	\$ 19.51	10.93
95 cu. yds. to less than 105 cu. yds.....	\$ 19.71	10.93
105 cu. yds. to less than 130 cu. yds.....	\$ 19.83	10.93
TRUCK DRIVER (Flat Rack, Bulk Cement, Semi-Trailers, Mud/Banding and Paint)		
Less than 10 tons.....	\$ 18.51	10.93
10 tons to less than 15 tons.....	\$ 18.66	10.93
15 tons to less than 20 tons.....	\$ 18.76	10.93
20 tons and over.....	\$ 18.91	10.93
Pickup Truck.....	\$ 18.44	10.93
TRUCK DRIVER (Lowboy).....	\$ 21.68	10.93
TRUCK DRIVER (Oil Spreader).....	\$ 19.31	10.93
TRUCK DRIVER (Tiremen and Greaser).....	\$ 19.01	10.93
TRUCK DRIVER (Transit Mix)		
0 cu. yds. to 8 cu. yds.....	\$ 18.84	10.93
Over 8 cu. yds. to 14 cu. yds.....	\$ 18.94	10.93
TRUCK DRIVER (Water, Fuel & Oil Tank)		
less than 1,200 gal.....	\$ 18.49	10.93
1,200 gal. to less than 2,500 gal.....	\$ 18.61	10.93

2,500 gal. to less than		
4,000 gal.....	\$ 18.76	10.93
4,000 gal. to less than		
6,000 gal.....	\$ 19.06	10.93
6,000 gal. to less than		
10,000 gal.....	\$ 19.31	10.93
10,000 gal. to less than		
15,000 gal.....	\$ 19.56	10.93
15,000 gal. to less than		
20,000 gal.....	\$ 19.81	10.93
20,000 gal. to less than		
25,000 gal.....	\$ 20.16	10.93
25,000 gal. and over.....	\$ 20.31	10.93

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



Utah County

Re: Spanish Fork City CDBG

August 28, 2013

This will certify that Spanish Fork City is a member in good standing of the Utah Risk Management Mutual Association and, as such, is protected by the provisions of the Association's Joint Protection Program.

Name of insurance company: Utah Risk Management Mutual Association
502 East 770 North
Orem, UT 84097
(801) 225-6692

Name of Permit Applicant: Spanish Fork City

Policy Effective Dates: July 1, 2013 through June 30, 2014

Certificate Holder: Utah County

Coverage Limits: \$6 million per occurrence, no aggregate

Additional insureds: URMMA's Interlocal Agreement does not allow any other entity to be named as an additional insured.

Further inquiries should be directed to this office.

A handwritten signature in blue ink, reading "Kathy Kenison", is positioned above the printed name and title.

Kathy Kenison
Administrative Services Manager

cc: Shawn Beecher
Seth Perrins



DECLARATION OF COVERAGE FOR FISCAL YEAR 2013-14

Member Entity: Spanish Fork City Corporation **Member Representative:** Dave Oyler
Address: 40 South Main **Telephone:** (801) 798-5000
Spanish Fork, Utah 84660 **Fax:** (801) 798-5005

2013-14 Fiscal Year Coverage:

- A. Type: THIRD PARTY LIABILITY - CLAIMS MADE**
Limits: See 2013-14 Joint Protection Program
Deductible: \$7,500
Policy #: 530-007
Availability: October 1, 1985
Comments: 2013-14 Joint Protection Program contains all details
- B. Type: PROPERTY - MASTER POLICY**
Limits: Per individual Member policy
Deductible: Per individual Member policy
Policy #: 020413121 through Fred A. Moreton & Co.
Availability: July 1, 1990
Comments: Member may selected a variety of coverage provided under the Master Policy through Fred A. Moreton & Co.
- C. Type: AUTO PHYSICAL DAMAGE FOR VEHICLES UNDER \$50,000**
Deductible: \$1,000
Policy #: 530-007
Comments: Scheduled autos comp & collision
- D. Type: SPECIAL EVENTS LIABILITY - MASTER POLICY**
Limits: \$2,000,000 URMMA/Member named as insured
Deductible: Per each policy
Policy #: 35848224 through Fred A. Moreton & Co.
Availability: July 1, 1995
Comments: Member must contact Fred A. Moreton & Co. regarding coverage available. Fred A. Moreton & Co. will deal directly with the organization and/or individual. No additional involvement is required by Member. A certificate of coverage will be provided to the Member by Fred A. Moreton & Co.
- E. Type: OFF-DUTY VEHICLE LIABILITY - MASTER POLICY**
Limits: Per individual member
Deductible: Per individual member
Policy #: 74969965 through Fred A. Moreton & Co.
Availability: July 1, 1988
Comments: Member must contact Fred A. Moreton & Co. regarding coverage available and costs. A certificate of coverage will be provided to the member from Fred A. Moreton & Co.

**THE VARIOUS COVERAGES OUTLINED IN A, B, C, AND D ARE THE
COMPLETE COVERAGES OFFERED BY URMMA TO ITS MEMBERS**

UTAH LOCAL GOVERNMENTS TRUST

55 South Highway 89, North Salt Lake, UT 84054
o 801.936.6400 t 800.748.4440 f 801.936.0300 www.utahtrust.gov



1

Spanish Fork City 40 S. Main Street P. O. Box 358 Spanish Fork, UT 84660	Certificate Number: SI-903 Member Number: 15610 Policy Number: 15610-WC-2013
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Legal Status: Corporation Governmental Entity

2

The coverage period is from 1/1/13 to 1/1/14 12:01 A.M.

3

Part A. Workers Compensation Coverage: Utah Workers Compensation Law applies

Part B. Employers Liability Coverage: Coverage B of the certificate applies to work in each state listed in item 3A.

The limits of liability under coverage B are:

Bodily Injury by accident (each accident)	\$1,000,000
Bodily Injury by disease (policy limit)	\$1,000,000
Bodily Injury by disease (each employee)	\$1,000,000

Part C. Other states coverage: None

Part D. Schedules Included:

Premium schedule and billing schedule

4

Fees for this coverage will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All following information is subject to verification and change by audit.